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Alle Proklamasies, Goewerments- en Algemene Kennisgewing wat vir die eerste maal gepubliseer word, is in die linker bohoek met 'n * gemerk.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2828.] [5 December 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

BUILDING INDUSTRY (TRANSVAAL) BENEFIT FUND AGREEMENT.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby declare—

(a) in terms of sub-section (1) section forty-eight of the Industrial Conciliation Act, 1937, that all the provisions of the agreement which appear in the schedule hereto and which relate to the Building Industry shall be binding from the second Monday after the date of publication of this notice, and for the period ending 5 years from the said second Monday upon the employers' organisations and the trade unions which entered into the said agreement and upon the employers and the employees who are members of those organisations or those trade unions;

(b) in terms of sub-section (2) of section forty-eight of the said Act, that the provisions contained in the proviso to clause 1 and in clauses 2 to 11 (inclusive) of the said agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending 5 years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the magisterial districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Nigel and Springs and in the areas within radii of—

- 30 miles of the General Post Office at Krugersdorp;
- 20 miles of the General Post offices at Vereeniging and Pretoria; and
- 10 miles of the General Post Offices at Klerksdorp, Potchefstroom, Witbank and Middelburg; and

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2828.] [5 Desember 1952
NYWERHEID-VERSOENINGSWET, 1937.

BOUNYWERHEID (TRANSVAAL) BYSTAND-FONDSOOREENKOMS.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid verklaar hierby—

(a) kragtens subartikel (1) van artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die ooreenkoms wat in die bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die werkgewers organisasies en die vakverenigings wat genoemde ooreenkoms aangegaan het en vir die werkgewer en die werknemers wat lede van die organisasie of die verenigings is;

(b) kragtens subartikel (2) van artikel agt-en-veertig van genoemde Wet dat die bepalings vervat in die voorbehoudsbepaling van klousule 1 en klousule 2 tot en met 11 van die genoemde ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf die genoemde tweede Maandag eindig, bindend is vir ander werkgewer en werknemers betrokke by of in diens in genoemde Nywerheid in die magistraatsdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Nigel en Springs en in die gebiede binne omtrekke van—

- 30 myl van die Hoofposkantoor, Krugersdorp
- 20 myl van die Hoofposkantore, Vereeniging en Pretoria; en
- 10 myl van die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg; en

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, that in the magisterial districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Nigel and Springs and in the areas within radii of—

30 miles of the General Post Office at Krugersdorp;

20 miles of the General Post Offices at Vereeniging and Pretoria; and

10 miles of the General Post Offices at Klerksdorp, Potchefstroom, Witbank and Middelburg;

and from the second Monday after the date of publication of this notice and for the period ending 5 years from the said second Monday, the provisions contained in the proviso to clause 1 and in clauses 2 to 11 (inclusive) of the said agreement shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, as amended, made and entered into between the Masters Builders' and Allied Trades Association (Witwatersrand), Pretoria Master Builders' and Allied Trades Association, Masters Masons' and Quarry Owners' Association (South Africa) representing only its members engaged in the Monumental Masonry Industry

hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and

Amalgamated Society of Woodworkers of South Africa, Amalgamated Union of Building Trade Workers of South Africa, Operative Plasterers' Trade Union of South Africa, South African Operative Masons' Society

hereinafter referred to as "the employees" or "the trade unions") of the other part,

being the parties to the Industrial Council for the Building Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the areas of the Transvaal as defined in clause 3, by all employers and employees in the Building and Monumental Masonry Industries who are members of the employers' organisation and the trade unions, provided that they shall not apply to—

- (a) apprentices;
- (b) C.O.T.T. trainees;
- (c) drivers of mechanical vehicles;
- (d) operators of sandpapering and spinning machines on floors, and operators of hoists;
- (e) operators of concrete mixers, mortar or similar machines;
- (f) unskilled labourers.

2. PERIOD OF OPERATION OF AGREEMENT.

(1) The Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force for such period as may be determined by him.

(2) Upon the expiry of this Agreement or any extension thereof and in the event of no subsequent Agreement being negotiated for the purpose of continuing the operation of the fund within three months from the expiry of this Agreement or any extension thereof, or in the event of the failure of the Council to administer the fund during the currency of this Agreement, the fund shall be administered by the Building Pension Fund, Limited, and in the event of a subsequent Agreement not being negotiated within a period of two years from the expiry of this Agreement or any extension thereof, the fund shall be liquidated by the Building Industry Pension Fund, Limited, in terms of clause 10.

(3) In the event of the Building Industry Pension Fund, Limited, being unable to administer and/or liquidate the fund in terms of this clause, the Minister may appoint a trustee or trustees to carry out the duties of the Building Industry Pension Fund, Limited, as set out in this clause.

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepaling vervat in die voorbehoudsbepaling van klousule 1 en klousules 2 tot en met 11 van die genoemde ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf die genoemde tweede Maandag eindig, in die magistraatsdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Nigel en Springs en in die gebiede binne omtrekke van—

30 myl van die Hoofposkantoor, Krugersdorp;

20 myl van die Hoofposkantore, Vereeniging en Pretoria; en

10 myl van die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg;

mutatis mutandis van toepassing is ten opsigte van persone indiens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWRHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSVAAL).

OOREENKOMS

ingevolge die bepaling van die Nywerheid-versoenningswet, soos gewysig, gesluit tussen die

Master Builders' and Allied Trades Association (Witwatersrand), Pretoria Master Builders' and Allied Trades Association, Master Masons' and Quarry Owners' Association (South Africa), as verteenwoordiger slegs van sy lede wat in die monumentklippmesselnywerheid in diens is (hierna „die werkgewers” of „die werkgewersorganisasies” genoem) aan die een kant, en die

Amalgamated Society of Woodworkers of South Africa, Amalgamated Union of Building Trade Workers of South Africa, Operative Plasterers' Union of South Africa, South African Operative Masons' Society,

(hierna „die werknemers” of „die vakunies” genoem) aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

1. BESTEK VAN OOREENKOMS.

Die bepaling van hierdie Ooreenkoms moet in die gebied Transvaal wat in klousule 3 omskryf word nagekom word deur alle werkgewers en werknemers in die bou- en monumentklippmesselnywerhede wat lede is van die werkgewersorganisasies en van die vakverenigings; met dien verstande dat hulle nie vir onderstaande geld nie:—

- (a) Vakleerlinge;
- (b) S.O.T.O.-leerlinge;
- (c) bestuurders van meganiese voertuie;
- (d) bedieners van skuurpapier- en draaiskuurskyfmasjiene vir vloere, en bedieners van hystoestelle;
- (e) bedieners van betonmengmasjiene en dagha- en soortgelyke masjiene;
- (f) ongeskoolde arbeiders.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

(1) Die Ooreenkoms tree in werking op 'n datum wat die Minister vasstel en bly van krag vir 'n tydperk wat hy vasstel.

(2) Indien daar drie maande na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan nog geen nuwe ooreenkoms gesluit is om die fonds in werking te hou nie, of as die Raad tydens die geldigheidsduur van hierdie Ooreenkoms in gebreke bly om die fonds te administreer, moet die fonds geadministreer word deur die Pensioenfonds vir die Bounywerheid, Bpk., en indien daar twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan nog nie 'n nuwe Ooreenkoms gesluit is nie, moet die fonds ingevolge klousule 10 deur die Pensioenfonds vir die Bounywerheid, Bpk., gelikwideer word.

(3) Indien die Pensioenfonds vir die Bounywerheid, Bpk., die fonds nie ingevolge hierdie klousule kan administreer en/of likwideer nie, kan die Minister 'n kurator of kuratore benoem om die pligte van die Pensioenfonds vir die Bounywerheid, Bpk., soos in hierdie klousule uiteengesit, uit te voer.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, and any reference to an Act shall include any amendment of such Act, further, unless inconsistent with the context:—

- (1) "Act" means the Industrial Conciliation Act, 1937, as amended;
- (2) "apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944;
- (3) "basic wage" means the minimum hourly rate excluding cost of living and other allowances or payment for overtime, prescribed in any wage regulating instrument which is binding in terms of the Act, or in the absence of such instrument, in the last wage regulating instrument applicable to the Industry, multiplied by the number of hours, excluding overtime, actually worked by the employee during any particular week;
- (4) "Industry" means the Building Industry and the Monumental Masonry Industry;
- (5) "Building Industry" means without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the building or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, or the wiring of or installation in buildings of lighting, heating, or other permanent electrical fixtures or the repair or maintenance of lifts in buildings:—

Asphalting, which includes covering floors, flat and/or sloping roofs, water proofing, or damp proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements, or foundations;

bricklaying, which includes concreting and the fixing of concrete blocks, slabs, or plates, tiling of walls and floors, jointing of brick work, pointing, paving, mosaic work, facing work in slate, in marble, and in composition, drainlaying, slating, roof tiling and cement caulking of earthenware drains;

french polishing, which includes polishing with a brush or pad, and spraying with any composition;

glazing, which includes the cutting and/or fixing of all kinds of glass or other like products into rebates, formed in wood or metal doors, window frames or like fixtures, and all operations incidental thereto;

joinery, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fitting, whether or not the fixing in the building or structure is done by the person making or preparing the article used, and shall include cupboards, kitchen dressers or other kitchen fixtures, which accrue to the building as a permanent portion thereof;

light making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

masonry, which includes stone cutting and building, (also the cutting and building of ornamental, monumental and memorial stone work), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery, other than stone polishing machinery, and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, the manufacture and/or fixing of drawn metal and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which includes decorating, paper hanging, glazing, distemping lime and colour washing, staining, varnishing, graining and marbling and spraying, sign-writing and wall decoration, the use of tar and its products, and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and puttying of woodwork;

3. WOORDBEPALINGS.

Uitdrukings in hierdie Ooreenkoms wat in die Nywerheids- versoeningswet, 1937, omskryf is, het dieselfde betekenis as in die Wet, en 'n verwysing na 'n wet sluit alle wysigings van die wet in; verder, tensy dit strydig is met die samehang, beteken—

- (1) „Wet” die Nywerheids-versoeningswet, 1937, soos gewysig;
- (2) „vakleerling” ’n werknemer wat in diens is kragtens ’n geskrewe vakleerlingskapkontrak wat ingevolge die bepalinge van die Wet op Vakleerlinge, 1944, geregistreer is of as geregistreer beskou word;
- (3) „basiese loon” die minimum uurloon, buiten lewenskoste- of ander toelae en oortydbetaling, wat voorgeskryf word in enige loonvaststellingsdokument wat kragtens die Wet geldig is of, by gebrek aan so ’n dokument, in die jongste loonvaststellingsdokument wat op die nywerheid van toepassing is, vermenigvuldig met die getal ure, buiten oortyd, wat die werknemer gedurende ’n bepaalde week gewerk het;
- (4) „nywerheid” die bounywerheid en die monumentklipmesselnywerheid;
- (5) „bounywerheid”, sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin die werkgewer en werknemer verbonde is vir die oprigting, voltooiing, hernuwing, herstel, onderhoud en verandering van geboue en strukture en/of die maak van artikels vir gebruik by die oprigting, voltooiing of verandering van geboue en strukture hetsy die werk gedoen, die materiaal berei, of die nodige artikels op die terrein van die geboue of strukture of elders gemaak word of nie, en sluit in alle werk verrig of uitgevoer deur persone in die nywerheid wat die volgende vakke of onderafdelings daarvan beoefen, maar nie klerklike werknemers en administratiewe personeel, of die bedrading of die installering van verligtings-, verwarmings-, of ander vaste elektriese uitrusting of die herstel of onderhoud van hysers in geboue nie—

asfaltwerk sluit in die bedekking van vloere, plat- en/of skuinsdakke, waterdig maak of vogdig maak van kelders of fondamente, hetsy met bereide dakbekledingsrolle of asfaltplate met geglaseerde of ongeglaseerde oppervlaktes of nie hetsy met of sonder gebruik van teermacadam, neuchatel, limmer of enige ander soort vaste of halfvaste asfalt, mastiek of emulsiesasfalt of bitumen, hetsy warm of koud op sulke dakke, vloere, kelders of fondamente aangewend;

messel sluit in betonwerk en die vassit van betonblokke, platstukke of plate, beteëling van mure en vloere, voeg van baksteenwerk, voeg maak, plavei, mosaïekwerk, frontwerk in leiklip, marmer en komposisie, rioolaanleg, leidekking, dakbeteëling en betonkalfater van riole;

vernisswerk sluit in poleer met ’n borsel of kussing en spuit met komposisie;

ruite insit sluit in die sny en/of insit van alle soorte glas of soortgelyke produkte in sponnings wat in hout- of metaaldeure, vensters rame of sulke toebehoere gemaak is en alle bybehorende werksaamhede;

skrynerwerk sluit in die vassit van alle houttoebehore en die maak van alle skrynerwerkartikels wat daarmee saamgaan, hetsy die vassit in die gebou of konstruksie uitgevoer word deur die persoon wat die gebruikte artikel gemaak of voorberei het of nie, en sluit in muurkaste, kombuiskele en ander kombuisstoeltoebehore wat as ’n permanente deel by die gebou behoort;

glas in lood, sluit in die vervaardiging en/of insit van glas in lood en/of ander metaalligte en reklame-tekens (uitgesonder elektriese toebehoere wat daarmee saamgaan) en die insit van ruite wat daarmee saamgaan.

klipmesselwerk sluit in klip kap en bou (ook die kap en bou van ornamentale en monumentale klipwerk) betonwerk en die vassit of bou van voorafgevormde of kunsklip of marmer, plavei, mosaïekwerk, voegwerk, beteëling van mure en vloere, werk met ’n Mali en Biax of soortgelyke draagbare draaiskuurskyf, verstelbare sny, afwerk- en ander klippewerkingsmasjiene behalwe klippoleermasjiene en skerpmaak van klipmes- selsaarsgereedskap, hetsy die vassit in die gebou of konstruksie deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

metaalwerk sluit in die insit van staalplafonne, metaalvensters metaaldeure, bousmidswerk, metaalrame en metaaltrappe en boukundige metaalwerk, tesame met die maak en/of insit van getrokke metaalwerk en plaat- en uitgestote metaal, hetsy die insit in die gebou of konstruksie deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

verf sluit in dekoreer, plak, ruite insit, met distemper kalk, wit- of kleurkalk, beits, vernis, vlamverf en marmerverf of spuit, bordjieskilder en muurdekorasie, die gebruik van teer en sy produkte, en sluit ook in skuurpapierbehandeling en alle voorbereidingswerk vir die voornoemde werksaamhede; skuurpapierbehandeling van mure en houtwerk, opvul van krake in mure en stopverf in houtwerk;

plastering, which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceiling and fibrous plaster or other compositions, granolithic, terrazzo and composition floorlaying, composition wall covering, and polishing, operating a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine, precast or artificial stone work, wall and floor tiling, paving mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the articles used;

plumbing, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drain laying, caulking, ventilating, heating, hot and cold water fitting, fire installation and the manufacture and fitting of all sheet metal work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

shops, office and bank fittings, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counters, screens and interior fittings and fixtures;

steel reinforcing and/or steel construction, which includes the fixing of all classes of steel or other metal columns, girders, steel joints, sheeting or metal in any form, which form part of a building or structure;

woodworking, which includes carpentry, veneer paneling and polishing and sandpapering of same, wood-working, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, drilling and plugging of walls, covering of woodwork with metal, block and other flooring, including wood, linoleum, rubber composition, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete; whether or not the fixing in the building or structure is done by the person making or preparing the article used; provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

- (6) "Council" means the Industrial Council for the Building Industry (Transvaal) registered in terms of section nineteen of the Industrial Conciliation Act, 1937, as amended;
- (7) "fund" means the "benefit fund" for the Building Industry;
- (8) "members of the fund" means any person who contributes or has contributed to the fund as an employee in terms of this Agreement;
- (9) "Secretary" means the Secretary of the Council and includes any official nominated by the Council;
- (10) "structure" includes walls, boundary, garden and retaining walls, monuments, grave stones and cemetery memorials of all types;
- (11) "Transvaal area" means the Magisterial Districts of Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Nigel and Springs, together with an area within a radius of 30 miles of the General Post Office at Krugersdorp; the area within a radius of 20 miles of the General Post Office at Vereeniging; the area within a radius of 10 miles from the General Post Offices of Klerksdorp and Potchestroom respectively; the area within a 20 mile radius from the General Post Office, Pretoria, and the area within a radius of 10 miles from the General Post Offices of Witbank and Middelburg respectively;
- (12) "unskilled labourer" means an employee engaged on any or all of the following:—
 - (a) Digging or taking out stone or soil for foundations, trenches, drains, channels;
 - (b) removing excavated stone and soil;
 - (c) shovelling materials into or removing them from mortar or concrete mixing machines, and mixing mortar or concrete by hand with shovels;
 - (d) loading or unloading materials;
 - (e) carrying mortar, bricks, stone, concrete or other materials;
 - (f) cleaning used bricks;
 - (g) lime-washing and the use of tar or similar products on buildings and latrines occupied and used by natives and rough timber such as joints and underside of floors provided, however, that limewashing in connection with buildings and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;

pleister sluit in modelleer, modelle maak, gietvorms maak, maak van afgietsels aan lyste, maak en bevestig van pleisterplafonne en vesel-pleister en ander komposities, lê van granoliet-, terrazzo- en komposisie vloere, komposisiemuurbekleding aanbring en poleer, werk met 'n Mall en Biax of soortgelyke draaiskuurskyf, verstelbare sny- en afwerkingsmasjiene, voorafgevormde of kunsklipwerk, beteël van vloere en mure, plavei- en mosaïekwerk, metaallatjies aansit, akoestiekspuitwerk en alle bykomstige werksaamhede vir die voltooiing van plafonne en mure hetsy die insit in die gebou of konstruksie deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

loodgieterswerk sluit in handsoldeer en sweis, lood-sweis, gasaanleg, sanitêre en huishoudelike ingenieurswerk, rioolaanleg, kalfater, ventilasie, verwarming, warm- en koudwateraanleg, brandblusaanleg en die maak en bevestig van alle metaalplaatwerk, hetsy die insit in die gebou of konstruksie deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie;

uitrus van winkels, kantore en banke sluit in die maak en/of aanbring van winkelfronte, vensterkaste, uitstalkaste, toonbanke, skerms en inwendige losse en vaste toebehore;

staalversterking en/of staalkonstruksie sluit in die aanbring van alle soorte staal- of ander metaalkolomme, -hoofbalke, -dwarsbalke of metaal in enige ander vorm wat deel uitmaak van 'n gebou of struktuur;

houtbewerking sluit in timmermanswerk, finceerpaneelwerk en poleer en skuurpapierbewerking daarvan, werk met houtbewerkingsmasjiene, houtdraai houtsnij, bevestiging van gegolfde plaatyster, geluid- en akoestiek-materiaal, kurk- en asbesisolasie, houtlatjies aansit komposisiebedekking van plafonne en mure, mure boor en muurproppe insit, bedekking van houtwerk met metaal, blokkies- en ander vloere maak met inbegrip van hout, linoleum, rubber, rubberkomposities, op asfalt vloerbedekkings of kurk, met inbegrip van die skuurpapierbewerking daarvan, werk met 'n Mall en Biax of soortgelyke draagbare draaiskuurskyf, verstelbare sny-, afwerking- en poleermasjiene, bekisting en/of bereiding van vorms of gietvorme vir beton, hetsy die aanbring in die gebou of konstruksie deur die persoon wat die gebruikte artikel maak of voorberei, gedoen word of nie; met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se hoofbesigheid die kommersiële distribusiebedryf is, van hierdie woordbepaling uitgesluit word as die lê saamgaan met die verkoop van die linoleum en geen deel van die regstreekse koste vir die klant vorm nie;

- (6) „Raad”, die Nywerheidsraad vir die Bounywerheid (Transvaal), wat geregistreer is ingevolge artikel 19 van die Nywerheid-versoeningswet, 1937, soos gewysig;
- (7) „fonds” die Bystandfonds vir die Bounywerheid;
- (8) „lid van die fonds”, iemand wat ingevolge hierdie Ooreenkoms as werknemer tot die fonds bydra of bygedra het;
- (9) „sekretaris”, die sekretaris van die Raad, ook enige beampte wat deur die Raad benoem word;
- (10) „konstruksie”, mure, grens-, tuin- en stutmure, monumente, grafstene en kerkhofgedenktekens van enige aard;
- (11) „gebied Transvaal”, die magistraatsdistrikte Benoni, Boksburg, Brakpan, Germiston, Heidelberg, Johannesburg, Nigel en Springs, asook die gebied binne 'n omtrek van 30 myl van die hoofposkantoor op Krugersdorp; die gebied binne 'n omtrek van 20 myl van die hoofposkantoor op Vereeniging; die gebiede binne 'n omtrek van 10 myl van die hoofposkantore op Klerksdorp en Potchefstroom; die gebied binne 'n omtrek van 20 myl van die hoofposkantoor op Pretoria; en die gebiede binne 'n omtrek van 10 myl van die hoofposkantore op Witbank en Middelburg;
- (12) „ongeskoolde arbeider”, 'n werknemer wat een of meer van die volgende werksaamhede verrig:—
 - (a) Klippe of grond uitgraaf of uithaal vir fundamente, slope, riole, kanale;
 - (b) klip en grond wat uitgegraaf is, verwyder;
 - (c) materiale inskep in of uithaal uit, dagha of betonmengmasjiene en dagha of beton met skopgrawe met die hand meng;
 - (d) materiaal laai of aflaai;
 - (e) dagha, bakstene, klippe, beton of ander materiaal dra;
 - (f) gebruikte bakstene skoonmaak;
 - (g) witkalkwerk aan en die aanwending van teer of soortgelyke produkte op geboue en latrines wat deur natuurlike bewoon of gebruik word, en ruhout soos dwarsbalke en onderkante van vloere, met dien verstande egter dat witkalkwerk aan geboue en/of latrines gedurende hul oprigting, of binne sestig dae na die voltooiing van 'n gebou, van hierdie woordbepaling uitgesluit is;

- (h) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;
- (i) binding, or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under constant supervision of an artisan;
- (j) scaffolding erecting under constant supervision of an artisan;
- (k) operating swing saws and stone polishing machinery (other than a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine) under constant supervision of an artisan;
- (l) levelling concrete and operating a concrete vibrator under the constant supervision of an artisan;
- (m) threading of piping under the constant supervision of an artisan;
- (n) (i) removing plaster from steel or wood surfaces in new buildings prior to painting;
- (ii) washing down new galvanised surfaces with solutions, provided brushes, blowlamps or paint removers are not used;
- (iii) removing rust and scale from iron or steel surfaces, provided no chemicals are used;
- (iv) cleaning down previously painted roofs including wirebrushing prior to repainting;
- (v) removing loose and flaking paint from gutters, downpipes, or other surfaces, provided a blow-lamp or paint remover is not used;
- (vi) assisting skilled artisans in the cleaning or washing down of any surfaces, provided that no tools ordinarily employed by painters are used or artisans' work is done by the unskilled labourer;
- (vii) scraping and rubbing down previously lime-washed surfaces and not to include repairing of surfaces;
- (viii) sandpaper of a grade not finer than Oakey's No. Strong 2, or equivalent may be used for any of the above cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
- (o) assisting artisans wherever necessary, but not to perform skilled work;
- (13) "working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, May Day (in the event of the 1st of May falling on a Saturday or Sunday, then the first succeeding Monday) and the annual holiday period as prescribed in clause 25 of Notice No. 839, dated the 23rd April, 1948, or any superseding Agreement;
- (14) "Monumental Masonry Industry" means the Industry in which employers and employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up of graves.

4. ESTABLISHMENT OF BENEFIT FUND.

(1) There is hereby established a "benefit fund" for the Building Industry (Transvaal), hereinafter referred to as the fund.

(2) The fund shall consist of—

- (a) the balance of the Wage Stabilisation Fund provided for by the Arbitration Award, published under Government Notice No. 1956 of the 17th November, 1944, and which has accrued to the employers organisation and trade unions who are parties to this Agreement. The amounts contributed by each of the parties contributing hereunder is as follows:—

	£	s.	d.
Master Builders' and Allied Trades Associations.....	55,541	11	8
Amalgated Society of Woodworkers of South Africa.....	17,851	12	10
Amalgated Union of Building Trade Workers of South Africa.....	35,649	11	11
Operative Plasterers' Trade Union of South Africa.....	1,449	12	2
South African Operative Masons' Society.....	563	14	9

- (b) contributions from employers and employees paid into the fund in accordance with this Agreement;
- (c) interest derived from the investment of any moneys of the fund;
- (d) any other sums to which the fund may become entitled.

(3) All moneys accruing to the fund shall be deposited in a bank to the credit of the fund within two days after receipt thereof.

(4) The moneys of the fund shall be applied to the payment of benefits as prescribed in this Agreement, and to payment of any expenditure incurred in connection with the administration of the fund.

- (h) groewe en gate in mure kap vir afvoerkanale, beton en baksteenwerk boor;
- (i) staalversterkingsmateriaal met draad verbind, daardie materiaal buig en bymeekaarmaak, oprig en vasmaak onder voortdurende toesig van 'n vakman;
- (j) oprigting van steiers onder voortdurende toesig van 'n vakman;
- (k) bediening van poleermasjinerie en treksac, behalwe 'n Mall en Biax of soortgelyke draagbare draaiskuur-skyf, buigbare sny- en afwerkmasjien onder voortdurende toesig van 'n vakman;
- (l) beton gladstryk en bediening van 'n betonvibreer-masjien onder voortdurende toesig van 'n vakman;
- (m) skroefdrade aan pype sny onder die voortdurende toesig van 'n vakman;
- (n) (i) pleister van staal- of houtoppervlaktes in nuwe geboue verwyder voordat hulle geskilder word;
- (ii) egaliseerde oppervlaktes met oplossings skoon was, mits geen borsels, blaaslampe of verfverwyderaars gebruik word nie;
- (iii) roes en skilfers van yster- of staaloppervlaktes verwyder, mits geen chemikalieë gebruik word nie;
- (iv) dakke wat vroeër gevef was, skoonmaak, met inbegrip van met draadborsels bewerk, voordat hulle geskilder word;
- (v) los en geskilferde verf verwyder van dakgeute, reënwaterpype en ander oppervlaktes, mits geen blaaslamp of verfverwyderaar gebruik word nie;
- (vi) geskoolde vakmanne help met skoonmaak of afwas van oppervlaktes, mits geen gereedschap wat gewoonlik deur skilders gehanteer word, gebruik, of vakmanswerk deur die ongeskoolde arbeider verrig word nie;
- (vii) skoonkraap en skoonvryf van oppervlaktes wat reeds gewitkalk was, maar nie herstel van die oppervlaktes nie;
- (viii) skuurpapier van 'n graad wat nie fyner as Oakey se No. Sterk 2, of 'n gelyke fynheid, is nie, kan vir bogenoemde skoonmaakwerkzaamhede gebruik word, maar geen ander borsels as skrop-borsels of draadborsels mag gebruik word nie;
- (o) vakmanne help waar dit nodig is, maar nie ver-rigting van geskoolde werk nie;

(13) „werkdag”, enige dag behalwe Saterdag, Sondag, Goede-Vrydag, Paasmaandag, Meidag (as Meidag op 'n Saterdag of Sondag val, die eerste Maandag daarna) en die jaarlikse vakansie wat in klousule 25 van kennisgewing No. 839 van 23 April 1948, of enige ooreenkoms wat dit vervang, voorgeskryf word.

(14) „monumentklipmesselnywerheid”, 'n nywerheid waarin werkgewers en werknemers verbonde is vir die maak en/of oprig van grafstene en ander monumente op grafte en/of opbou van grafte.

4. INSTELLING VAN BYSTANDFONDS.

(1) Hierby word 'n bystandfonds vir die bounywerheid (Transvaal) ingestel, hierna „die fonds” genoem.

(2) Die fonds bestaan uit—

- (a) Die balans van die Loonstabiliseringsfonds wat ingestel is kragtens die skeidsregterlike uitspraak wat by Goewermentskennisgewing No. 1956 van 17 November 1944 gebulleseer is, en wat die werkgewersorganisasies en vakverenigings toekom wat partye is by hierdie Ooreenkoms. Hier volg die bydraes van elkeen van die partye wat tot hierdie fonds bydra—

Master Builders' and Allied Trades Associations.....	£55,514	11	8
Amalgamated Society of Woodworkers of South Africa.....	17,851	12	10
Amalgamated Union of Building Trades Workers of South Africa.....	35,649	11	11
Operative Plasterers' Trade Union of South Africa.....	1,449	12	2
South African Operative Masons' Society.....	563	14	9

- (b) Bydraes van werkgewers en werknemers wat volgens hierdie Ooreenkoms in die fonds inbetaal word.
- (c) Rente op die belegging van fondsgeld.
- (d) Ander geld waartoe die fonds geregtig word.

(3) Alle geld waartoe die fonds geregtig is, moet binne twee dae na ontvangs op krediet van die fonds in 'n bank gedeponeer word.

(4) Die geld van die fonds word aangewend vir die betaling van bystand soos in hierdie Ooreenkoms voorgeskryf en vir uitgawes in verband met die administrasie van die fonds.

(5) Any moneys belonging to the fund may be invested from time to time in the Government securities, or on fixed deposit, or on call with the bank or registered building society in the discretion of the Council, or with such other institutions and on such conditions as the Council may decide, and any interest accruing from such investments shall accrue to the fund and may be used for the purpose of meeting expenses of the fund.

(6) All payments from the fund shall be made by cheque signed by the Chairman or Vice-Chairman of the Council, or such other members of the Council as the Council may from time to time decide, and countersigned by the Secretary.

5. AUDIT OF THE FUND.

An auditor or auditors to be appointed by the Council shall audit the accounts of the fund annually and shall not later than the 30th June, prepare a statement showing—

- (a) all moneys received;
- (b) expenditure incurred under all headings during the twelve months ended the 31st December preceding, together with a statement showing the assets and liabilities of the fund. True copies of these statements, which shall be countersigned by the Chairman of the Council and the auditors' report thereon shall be available for inspection at the Council's Offices. Certified copies of both statements and the auditor's report thereon shall as soon as possible but not later than 30th June, be transmitted to the Secretary for Labour.

6. CONTRIBUTIONS.

(1) The moneys of the fund shall be acquired by means of a combined contribution by employers and employees of 7s. 2d. per week in respect of each employee to which this Agreement applies.

(2) Each employer shall in respect of each of his employees to which this Agreement applies pay an amount of 7s. 2d. per week to the fund in accordance with the procedure laid down in sub-clauses 6 to 13 (inclusive) of this clause.

(3) An employer shall be entitled to make a deduction of 3s. 10d. per week from the weekly remuneration of an employee in respect of whom he has made a payment in terms of sub-clause (2).

(4) No payment shall be made by an employer in respect of an employee who works less than eight hours for him in any week.

(5) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.

(6) The employer shall in respect of the amount so paid by him in terms of sub-clauses (2) and (5) of this clause issue on each pay day to each of his employees concerned a voucher cancelled by him with the name and address of such firm, to the value of such amount, and each employee shall fix such voucher in his contribution book which shall be retained by him.

(7) An employer shall in respect of each employee employed by him keep in a safe place a duplicate contribution book which he shall retain and at the end of each week affix therein the duplicate of the voucher issued to an employee in terms of sub-clause (6) on the space in such duplicate contribution book on which appears a similar date as that on which the voucher is issued; provided that the employer shall detach from such duplicate contribution book each page on the date specified thereon and forward same to the Secretary of the Council by registered post within three days; provided further, that upon termination at any time of any employee's service with him, an employer shall hand over such employee his duplicate contribution book. In case an employer should through his own default fail to hand over to the employee his duplicate contribution book on termination of employment, an employer shall pay such an employee all wages, allowances and other remunerations right up to the time that an employer actually hands over to such an employee his duplicate contribution book, in respect of every working hour or part of a working hour from the time of termination of employment to the time when such duplicate contribution book is handed over to such employee by an employer.

(8) The Secretary of the Council shall in respect of each page of the contribution book forwarded to him in terms of sub-clause (7) keep such page in a proper filed order.

(9) The vouchers and duplicates thereof referred to in sub-clause (6) and sub-clause (7) respectively shall be purchased by the employer from the Secretary of the Council and an adequate supply thereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the fund of the value of any unused vouchers. An application for such refund shall be made on or before a date to be fixed by the Council and notified to all employers.

(10) Application for a contribution book and a duplicate thereof, shall be made by the employer on a form to be obtained from the Secretary of the Council.

(11) The closing date in each year in respect of contribution books shall be the second Friday in November, and all vouchers issued to an employee in terms of sub-clause (6) subsequent to the second Friday in November shall be affixed in the contribution book for the ensuing year.

(12) As early as possible after the second Friday in November each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card.

(5) Die fonds se geld kan tyd tot tyd belê word in staats-effekte of as vaste deposito of ter opvraging in 'n bank of geregisteerde bougenootskap, na goeddunke van die Raad, geplaas word, of by 'n ander inrigting en op voorwaardes waarvoor die Raad besluit; die rente op sulke beleggings kom die fonds toe en kan gebruik word om die fonds se uitgawes te dek.

(6) Alle betalings uit die fonds moet per tjek gedoen word en tjeks moet deur die voorsitter of ondervoorsitter van die Raad of 'n ander lid wat die Raad van tyd tot tyd kan benoem, geteken en deur die sekretaris medeonderteken word.

5. OUDITERING VAN DIE FONDS.

Die Raad stel 'n ouditeur of ouditeurs aan om die fonds se rekenings te ouditeer en voor of op 30 Junie 'n staat in te dien van—

(a) ontvangte geld,

(b) alle uitgawes gedurende die twaalf maande geëindig die vorige 31 Desember, met 'n staat van die bates en laaste van die fonds. Ware kopieë van hierdie state, deur die voorsitter van die Raad medeonderteken, moet tesame met die ouditeur se verslag daarvoor by die Raad se kantore ter insae lê. Gewaarmerkte afskrifte van albei state en van die ouditeur se verslag moet so gou moontlik, maar nie later as 30 Junie nie, aan die Sekretaris van Arbeid gestuur word.

6. BYDRAES.

(1) Die inkomste van die fonds word geput uit 'n gesamentlike bydrae van 7s. 2d. per week deur werkgewers en werknemers ten opsigte van elke werknemer op wie hierdie Ooreenkoms van toepassing is.

(2) Elke werkgewer moet ten opsigte van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n weeklikse bedrag van 7s. 2d. in die fonds inbetaal volgens die prosedure wat in subklousules (6) tot en met (13) van hierdie klousule voorgeskryf word.

(3) 'n Werkgewer word toegelaat om 3s. 10d. per week af te trek van die weeklikse loon van 'n werkgewer ten opsigte van wie hy volgens subklousule (2) betaal het.

(4) 'n Werkgewer hoef geen bydrae te maak ten opsigte van 'n werknemer wat in die betrokke week minder as 8 uur lank vir hom gewerk het nie.

(5) Indien 'n werknemer in dieselfde week vir twee of meer werkgewers werk, moet die betaling ten opsigte van dié week gedoen word deur die eerste werkgewer vir wie hy gedurende die week vir minstens 8 uur gewerk het.

(6) Ten opsigte van die bedrag wat 'n werkgewer ingevolge subklousules (2) en (5) van hierdie klousule betaal, moet hy op betaaldag aan elke betrokke werknemer 'n bewys wat met die naam en adres van die firma afgestempel is, gee vir die bedrag, en die werknemer moet die bewys plak in 'n bydraeboekie wat hy moet hou.

(7) Ten opsigte van elke werknemer moet 'n werkgewer 'n duplikaatbydraeboekie op 'n veilige plek hou waarin hy aan die einde van elke week die duplikaat van die bewys wat aan die werknemer uitgereik is, moet plak in die ruimte wat dieselfde datum het as dié op die bewys; met dien verstande dat hy op die datum wat op elke blad aangegee word, dié blad uit die duplikaatbydraeboekie moet haal en dit binne drie dae per geregisteerde pos aan die Sekretaris van die Raad stuur, en dat hy die duplikaatbydraeboekie aan die betrokke werknemer moet oorhandig as sy diens te eniger tyd beëindig word. As 'n werkgewer versuim om aan laasgenoemde vereiste te voldoen, moet hy die werknemer sy volle salaris, toelaes en ander vergoeding betaal vir elke werkuur of gedeelte van 'n werkuur van die tyd waarop sy diens beëindig is totdat die boekie inderdaad aan hom oorhandig word.

(8) Die Sekretaris van die Raad moet elke blad uit 'n bydraeboekie wat ingevolge subklousule (7) aan hom gestuur word, in behoorlike volgorde liasseer.

(9) Werkgewers koop die bewyse en duplikate waarvan onderskeidelik in subklousules (6) en (7) melding gemaak word, van die Sekretaris van die Raad, en moet te alle tye 'n voldoende voorraad daaryn aanhou; met dien verstande dat hulle terugbetaling uit die fonds kan verkry vir ongebruikte bewyse. Hulle moet om so 'n terugbetaling aansoek doen voor of op 'n datum wat die Raad vasstel en aan alle werkgewers bekend maak.

(10) Die werkgewer doen aansoek om 'n bydraeboekie en duplikaat op 'n vorm wat deur die Sekretaris van die Raad verskaf word.

(11) Die sluitingsdatum vir bydraeboekies is die tweede Vrydag in November van elke jaar, en alle bewyse wat ingevolge subklousule (6) aan 'n werknemer ná hierdie dag uitgereik word, moet in die bydraeboekie vir die volgende jaar geplak word.

(12) So gou moontlik na die tweede Vrydag in November moet alle werknemers hulle bydraeboekies by die Sekretaris van die Raad indien en ontvangsbewyskaartjies daarvoor verkry.

(13) Each employer shall within three days after the second Friday in November of each year, forward by registered post to the Secretary of the Council all duplicate contribution books held by him in respect of all employees employed by him. Should an employee be in possession of a duplicate contribution book due to termination of employment, he shall deposit same with the Secretary of the Council at the same time he deposits his contribution book in terms of sub-clause 12.

(14) The contribution book and vouchers referred to in this Agreement shall be in such form as may be determined by the Council from time to time.

(15) A member who, whether by reason of the fact that he is unemployed or is employed in an area outside the area to which this Agreement applies, does not make contributions in terms of this section, may, if he desires to remain eligible for sick benefits, pay to the Council the sum of 1s. 9½d. per week. The Council shall issue a member concerned with a special voucher in duplicate in respect of each such payment and the said member shall fix one of the said vouchers in each of his contribution books on the space in such contribution books on which appears a similar date as that on which the voucher is issued. The voucher referred to in this sub-clause shall be in such form as may be determined by the Council from time to time.

(16) An employer who fails to purchase any voucher required in terms of this clause on due date shall be required to pay interest at the rate of six per cent on the amount of such voucher from the day on which it should have been purchased to the date on which it is actually purchased.

(17) A member, who by reason of the fact that he is unemployed or is employed in an area outside the area to which this Agreement applies does not make contributions in terms of this section, may, if he so desires, pay to the Council the amount of the premium payable to the company referred to in clause 7 (6). The Council shall pay over the said amount to the said company on behalf of the member concerned. The Council shall issue the member concerned with a special voucher in duplicate in respect of each such payment and the said member shall affix one of the said vouchers in each of his contribution books on the space in such contribution books on which appears a similar date as that on which the voucher is issued. The voucher referred to in this sub-clause shall be in such a form as may be determined by the Council from time to time.

7. BENEFITS UNDER THE FUND.

(1) The objects of the fund shall be to compensate employees for the loss of earnings arising out of unemployment caused by sickness or accident or the circumstances mentioned in sub-clause (2) of this clause.

(2) *Inclement Weather Benefits.*—If in any week an employer temporarily suspends the employment of an employee who is a member of the fund, owing to inclement weather, and in consequence of such suspension the basic wage earned by such artisan in respect of such employment during such week is less than £7, the fund shall as soon as is practicable thereafter, and after it has received an application from him, pay him the difference between the basic wage earned by him in that week and £7; provided that in terms of this sub-clause payments shall not exceed £42, in a cycle of twelve weeks from the date on which the first payment is made.

(3) *Sick Benefit.*—(a) A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick pay in accordance with the following provisions:—

(i) In a cycle of one year from the date on which he is unable to work, he shall be entitled to 12s. per working day for a period not exceeding 65 working days and thereafter 6s. per working day a period of 65 working days.

(ii) If at the end of 130 days in the first cycle of one year from the date on which a member is unable to work, a medical doctor appointed by the Council reports that such member is permanently disabled from following his occupation, such member shall cease to be entitled to sick pay. The Council shall call for a report not less than four weeks before the expiry of the 130 days referred to above, and such report must be furnished by the member concerned before the expiry of the 130 days.

(iii) If at the end of 130 days, the medical doctor reports that the member will still be able to follow his employment, the member shall continue to receive sick pay at the rate of 6s. per working day until the end of the first cycle of one year from the date on which he is unable to work.

(iv) If at the end of the first or any succeeding cycle of one year a member is still unable to follow his employment, he shall at the beginning of the next cycle of one year, be entitled to 12s. per working day for 65 working days and thereafter 6s. per working day.

(v) The Council may at any time after a member has received sick pay for more than 130 days call upon the member to produce a medical report from the medical doctor appointed by the Council, and if the said doctor reports that the member concerned is permanently disabled from following his employment, he shall cease to be entitled to sick pay from a date to be fixed by the Council and shall be advised of such date in writing by the Secretary of the Council.

(13) Binne drie dae na die tweede Vrydag in November moet 'n werkgewer alle duplikaatbydraeboekies ten opsigte van sy werknemers per geregistreerde pos aan die Sekretaris van die Raad stuur. As 'n werknemer weens beëindiging van diens in besit van sy duplikaatbydraeboekie is, moet hy dit saam met sy bydraeboekie [sien subklousule (12)] by die Sekretaris van die Raad indien.

(14) Die vorm van die bydraeboekies en bewyse waarna in hierdie Ooreenkoms verwys word, word van tyd tot tyd deur die Raad vasgestel.

(15) 'n Lid wat nie ingevolge hierdie klousule bydrae nie weens werkloosheid of die feit dat hy buite die gebied waarop hierdie Ooreenkoms van toepassing is, werk, kan nog vir siektebystand in aanmerking kom deur elke week 1s. 9½d. aan die Raad te betaal. Hiervoor reik die Raad 'n spesiale bewys in tweevoud uit waarvan die lid een in elke bydraeboekie moet plak in die ruimte wat dieselfde datum het as dié op die bewyse. Die Raad stel van tyd tot tyd die vorm van hierdie bewys vas.

(16) 'n Werkgewer wat versuim om enige van die bewyse wat ingevolge hierdie klousule vereis word, op die regte datum te koop, moet rente teen 6% op die bedrag betaal van die dag af waarop dit gekoop moes gewees het tot die dag waarop dit inderdaad gekoop word.

(17) 'n Lid wat nie ingevolge hierdie klousule bydrae nie weens werkloosheid of die feit dat hy buite die gebied werk waarop hierdie Ooreenkoms van toepassing is, kan, indien hy dit verlang, aan die Raad die premie betaal wat betaalbaar is aan die maatskappy wat in klousule 7 (6) genoem word. Die Raad betaal die bedrag dan namens die betrokke lid aan genoemde maatskappy en reik 'n spesiale bewys in tweevoud aan die lid uit ten opsigte van sulke betalings. Die lid plak een van dié bewyse in elkeen van sy bydraeboekies in die ruimte wat dieselfde datum het as dié op die bewys. Die Raad stel van tyd tot tyd die vorm van hierdie bewys vas.

7. BYSTAND KRAGTENS DIE FONDS.

(1) Die doel van die fonds is om werknemers te vergoed vir 'n verlies van verdienste weens werkloosheid as gevolg van siekte, ongeval of die omstandighede waarvan melding in subklousule (2) van hierdie klousule gemaak word.

(2) *Bystand in slegte weer.*—As 'n werkgewer in enige week die diens van 'n lid van die fonds opskort weens slegte weer en die basiese loon van die vakman in daardie week weens die opskorting minder as £7 is, sal die fonds hom op aansoek so gou moontlik daarna die verskil tussen sy verdienste in daardie week en £7 betaal; met dien verstande dat betalings ingevolge hierdie klousule nie meer as £42 in die tydperk van twaalf weke wat op die eerste betaling volg, mag beloop nie.

(3) *Siektebystand.*—(a) As 'n lid weens siekte of ongeval nie sy diensvoorwaardes kan nakom nie, is hy tot siektebystand op onderstaande voorwaardes geregtig:—

(i) In die tydperk van een jaar na die datum waarop hy nie kan werk nie, is hy geregtig tot 12s. per werkdag vir 'n tydperk van hoogstens 65 werkdade en daarna tot 6s. per werkdag vir 65 werkdade.

(ii) As 'n mediese dokter wat deur die Raad benoem is, aan die einde van 130 dae in die eerste tydperk van een jaar na die datum waarop hy nie kon werk nie, verslag doen dat die lid nooit weer sy diens kan hervat nie, is die lid nie meer tot siektebystand geregtig nie. Die Raad moet minstens vier weke voor die verstryking van bogenoemde 130 dae om 'n rapport vra, en die lid moet die rapport voor die verstryking van die 130 dae verstrek.

(iii) As die mediese dokter aan die einde van die 130 dae verslag doen dat die lid nog sy diens sal kan hervat, gaan die lid voort om siektebystand te ontvang teen 6s. per werkdag tot die einde van die eerste tydperk van een jaar na die datum waarop hy nie kon werk nie.

(iv) As 'n lid aan die einde van die eerste of 'n latere tydperk van een jaar nog nie sy diens kan hervat nie, is hy aan die begin van die volgende tydperk van een jaar geregtig tot 12s. per werkdag vir 65 werkdade en daarna tot 6s. per werkdag.

(v) As 'n lid vir meer as 130 dae siektebystand ontvang het, kan die Raad te eniger tyd van hom vereis om 'n mediese verslag voor te lê van die mediese dokter wat deur die Raad benoem is, en as die dokter rapporteer dat hy nooit weer sy diens kan hervat nie, is hy van 'n datum wat die Raad vasstel, nie meer tot siektebystand geregtig nie en moet die Sekretaris van die Raad hom skriftelik van hierdie datum in kennis stel.

- (b) (i) A member shall not be entitled to sick pay if the period of his absence from work due to sickness or accident does not exceed five consecutive working days.
- (ii) Should the period of absence due to sickness or accident exceed five consecutive working days, sick pay will commence from the first day from which he is unable to follow his employment.
- (c) A member who is receiving sick pay in terms of paragraph (a) of this clause shall also be entitled to the following benefits:—
- (i) The Council shall from the general funds of the benefit fund continue to pay on behalf of such member the premium payable to the company mentioned in sub-clause (6) of this clause.
- (ii) A member who is receiving sick pay at the rate of 6s. per working day or 12s. per working day at the end of a cycle of one year, in terms of clause 7 (3) (a) (iii) or (iv) shall during the annual holiday period as prescribed in terms of clause 25 of the Agreement published under Government Notice No. 839 on the 23rd April, 1948 or any superseding agreement, continue to receive sick pay at the weekly rate to which he would have been entitled if there were no holiday period.
- (d) Where a member after receiving sick pay in terms of paragraph (a) of this sub-clause resumes work and makes contributions to the fund for a period of at least 12 weeks, a new cycle of one year shall start from the date on which such member is again unable to work, and thereafter the provisions of paragraph (a) of this sub-clause shall *mutatis mutandis* apply.
- (e) Notwithstanding anything to the contrary contained in this Agreement, a member shall not be entitled to sick pay—
- (i) if he is in receipt of periodical payments as defined in the Workmen's Compensation Act, 1941;
- (ii) if he is suffering from alcoholism, drug addiction or their sequelae or is incapacitated through sickness due to his own negligence or misconduct;
- (iii) if he fails or declines to observe the instructions of a doctor or if, in the opinion of a doctor, he has by his own actions aggravated his condition or retarded his recovery.
- (f) A member wishing to claim sick pay shall submit his application on the fund's official form, with a doctor's certificate, which must clearly state the period for which such member was sick and incapacitated, to the Secretary of the Council. In the case of serious sickness or injury the doctor's certificate shall be deemed sufficient notification. Sick pay shall continue only during such time as the doctor certifies the member unfit to resume work. During the course of any sickness or incapacitation, the member shall furnish the Secretary of the Council with the doctor's certificate as often as may be required by the Council, failing which, no sick pay will be paid for such period.
- (g) A member who ceases to be entitled to sick pay in terms of this clause may apply for the payment of permanent disability benefits in terms of sub-clause (4) of this clause.
- (4) *Special Permanent Disability Benefit.*—(a) The sum of £100,000 from the moneys in hand of the general funds of the benefit fund shall be invested and the interest accruing thereon be used for paying benefits as hereafter described.
- (b) The administrative expenses incurred shall be borne by the general funds of the benefit fund.
- (c) The scales and basis of payment shall be reviewed at least once a year.
- (d) Notwithstanding the provisions of clause 7 (5) (b) and (f) any applicant who, in the opinion of the Council, satisfactorily shows that he is, or was bona fide employee on any operations normally performed by employees in the Industry covered by this Agreement, may be eligible for benefits.
- (e) Applicants in receipt of benefit fund sick payment who are permanently disabled and incapable of working at their trade may be considered for this benefit.
- (f) All applications must be made on an official form and submitted together with a medical report. Applicants shall, if required, submit to a further examination by a medical doctor or specialist appointed by the Council.
- (g) Applications will be considered from persons in the class referred to in paragraph (d) hereof who are incapable of working at their trade due to an injury, loss of sight and physical incapacity, including incapacity due to old age, other than cases adequately covered by the Workmen's Compensation Act.
- (h) For guidance, the following scales of benefits are recommended, based on the application's potential earning capacity if any, outside the industry, and on the years of employment in the capacity referred to in paragraph (d) hereof:—
- (i) Five years and over: £4 per month.
- (ii) Fifteen years and over: £6 per month.
- (iii) Twenty-Five years and over: £7 per month.
- (iv) Thirty-Five years and over: £8 per month.
- (i) Payments made under this sub-clause are *ex gratia*, and at the absolute discretion of the Industrial Council whose decision shall be final, and the Council shall not be obliged to give any reason for any decision.
- (5) *General Provisions Applying to sub-clauses (2) (3) and (4).*—(a) No payment shall be made under this clause if the applicant fails to supply the Council with any relevant information which the Council may require.
- (b) No payment shall be made to any employee unless he has made contributions in respect of at least sixteen weeks.

- (b) (i) 'n Lid is nie tot siektebystand geregtig as hy weens siekte of ongeval vir minder as vyf agtereenvolgende werkdade van sy werk afwesig is nie.
- (ii) As hy weens siekte of ongeval vir meer as vyf agtereenvolgende werkdade afwesig is, ontvang hy siektebystand van die eerste dag waarop hy nie kon werk nie.
- (c) 'n Lid wat ingevolge paragraaf (a) van hierdie klousule siektebystand ontvang, is ook tot die volgende geregtig:—
- (i) Die Raad gaan voort om die premie wat betaalbaar is aan die maatskappy wat in subklousule (6) van hierdie klousule genoem word, namens die lid uit die algemene gelde van die bystandfonds te betaal.
- (ii) 'n Lid wat ingevolge klousule 7 (3) (a) (iii) of (iv) aan die einde van 'n tydperk van een jaar siektebystand teen 6s. of 12s. per werkdag ontvang, gaan gedurende die jaarlikse vakansie voorgeskryf in klousule 25 van die Ooreenkoms wat gepubliseer is by Goewermentskennisgewing No. 839 van 23 April 1948 of 'n latere Ooreenkoms, voort om siektebystand te ontvang teen die koers waartoe hy geregtig sou gewees het as daar geen vakansie was nie.
- (d) Indien 'n lid wat ingevolge paragraaf (a) van hierdie subklousule siektebystand ontvang het, sy diens hervat en vir 'n tydperk van minstens 12 weke tot die fonds bydrae, begin 'n nuwe tydperk van een jaar op die datum waarop hy weer nie kan werk nie en is die bepalings van paragraaf (a) van hierdie subparagraaf daarna *mutatis mutandis* van toepassing.
- (e) Nieteenstaande enige bepaling van hierdie Ooreenkoms, is 'n lid nie tot siektebystand geregtig nie as hy—
- (i) periodieke betalings ontvang soos in die Ongevallewet, 1941, bepaal;
- (ii) ongesteld is weens verslaafdheid aan alkohol of verdowingsmiddels of die gevolge daarvan of siek is as gevolg van sy eie agtelosigheid of wangedrag;
- (iii) as hy versuim of weier om 'n dokter se instruksies na te kom of as hy na die mening van 'n dokter deur sy handelwyse sy toestand vererger of herstel vertraag het.
- (f) Om siektebystand aan te vra moet 'n lid op die fonds se amptelike vorm aansoek doen en sy aansoek tesame met 'n doktersertifikaat wat duidelik die tydperk vermeld waarvoor hy siek en ongesteld was, aan die Sekretaris van die Raad voorlê. In die geval van ernstige siekte of besering word die doktersertifikaat as voldoende beskou. Siektebystand word betaal slegs solank as wat die lid na die dokter se mening nie sy werk kan hervat nie. In die loop van die siekte of ongesteldheid moet die lid so dikwels as wat nodig is 'n doktersertifikaat aan die Sekretaris van die Raad voorlê, anders sal daar vir die betrokke tydperk geen siektebystand betaal word nie.
- (g) 'n Lid wat ingevolge hierdie klousule nie meer tot siektebystand geregtig is nie, kan kragtens subklousule (4) van hierdie klousule aansoek doen om permanente ongeskiktheids-toelae.
- (4) *Spesiale permanente ongeskiktheidstoelae.*—(a) Uit die gelde voorhande van die algemene gelde van die bystandfonds moet £100,000 belê en die rente daarop aangewend word om bystand te betaal soos hierna uiteengesit word.
- (b) Administratiewe koste moet gedek word uit die algemene gelde van die fonds.
- (c) Die skale en basis van betaling moet ten minste eenmaal per jaar hersien word.
- (d) Nieteenstaande die bepalings van klousule 7 (5) (b) en (f) kan 'n aplikant wat die Raad daarvan oortuig dat hy 'n bona fide werknemer is of was by werksaamhede wat gewoonlik verrig word deur werknemers in die nywerheid wat deur hierdie Ooreenkoms gedek word, vir bystand in aanmerking kom.
- (e) Applikante wat siektebystand uit die fonds ontvang en permanent ongeskik is of nie met hul bedryf kan voortgaan nie, kan vir hierdie toelae in aanmerking kom.
- (f) Alle aansoeke moet op 'n amptelike vorm tesame met 'n mediese verslag ingedien word. Daar kan van applikante vereis word om verder ondersoek te word deur 'n mediese dokter of spesialiteit wat die Raad benoem.
- (g) Aansoeke sal oorweeg word van persone in die klas wat in paragraaf (d) hiervan genoem word, wat nie met hul bedryf kan voortgaan nie weens 'n besering, verlies van gesig of liggaamlike ongeskiktheid, ook ongeskiktheid weens ouderdom, wat nie genoegsaam deur die Ongevallewet gedek word nie.
- (h) Onderstaande bystandskaal word as leidraad aanbeveel. Dit is bereken volgens die applikant se potensiele vermoë om buite die nywerheid te verdien, as hy kan, en die getal jare waarvoor hy in diens was in die hoedanigheid waarna in paragraaf (d) hierbo verwys is:—
- (i) Vyf jaar en meer: £4 per maand.
- (ii) Vyftien jaar en meer: £6 per maand.
- (iii) Vyf-en-twintig jaar en meer: £7 per maand.
- (iv) Vyf-en-dertig jaar en meer: £8 per maand.
- (i) Betalings kragtens hierdie subklousule word *ex gratia* gedoen en volkome volgens die goeddunke van die Nywerheidsraad, wie se beslissing finaal is en waarvoor hy geen rede hoef te gee nie.
- (5) *Algemene bepalings van toepassing op subklousules (2), (3) en (4).*—(a) Geen betaling word ingevolge hierdie klousule gedoen as die applikant versuim om inligting te verstrek wat die Raad nodig ag nie.
- (b) Geen betaling word gedoen tensy die werknemer vir minstens sesien weke bygedra het nie.

(c) If at any time the amount to the credit of the fund drops below £20,000 payments shall cease and shall not be resumed until the amount to the credit of the fund exceeds £40,000.

(d) Members called up for active services or for military duty shall be exempt from paying contributions to the fund and shall not be entitled to any benefits therefrom whilst carrying on such duties.

(e) An employee shall not be entitled to sick pay during any period in which he is in receipt of payments in terms of sub-clause (2) of this clause.

(f) In the event of an employee leaving the Building Industry to take up employment in another industry and thereafter returning to the Building Industry, the following provisions shall apply:—

- (i) If his absence from the Building Industry does not exceed three months, he shall be entitled to full benefits immediately on returning.
- (ii) If his absence exceeds three months but not one year, he shall be entitled to full benefits after making contributions in respect of not less than eight weeks.
- (iii) If his absence exceeds one year, he shall only be entitled to benefits after making contributions in respect of not less than sixteen weeks.

(6) *Pension fund.*—(a) The Council shall in the manner prescribed in this clause established a pension or like fund for members of the Benefit Fund.

(b) For the purpose of implementing the objects of this sub-clause, the Council shall negotiate with the Building Industry Pension Fund, Ltd., for the establishment of a satisfactory pension or like fund.

(c) The Council shall each month pay over to the said Company in respect of the said pension or like fund three quarters of the total amount of the contributions collected in terms of clause 6 of this Agreement.

(d) Copies of documents containing detailed information of any pension or like fund as established in terms of this Agreement shall be lodged with the Secretary for Labour.

(e) Any benefits accruing under any pension or like fund shall not be transferable and cannot be ceded or pledged.

(7) *Special Provisions Applicable after the Expiration of the Agreement or any Extension thereof.*—(a) After the expiration of this Agreement or any extension thereof and during the period in which the fund is administered by the Building Industry Pension Fund, Ltd., or the trustees in terms of clause 2, employees who had qualified for benefits in terms of sub-clause (5) (b) and (5) (f) of this clause shall, subject to the provisions of this Agreement, be eligible for the same benefits to which they were entitled during the currency of the Agreement.

(b) An employee who leaves the Building Industry before the expiry of the Agreement to take up employment in another industry, and returns to the Industry after the expiry of the Agreement, but after an absence not exceeding three months shall be entitled to full benefits under the Agreement.

(c) An employee who leaves the Building Industry at any time after the expiration of this Agreement or any extension thereof, to take up employment in another industry, shall thereupon cease to be entitled to any benefits whatsoever under the Agreement, however short the duration of his absence.

8. EXHIBITION OF AGREEMENT.

Each employer shall exhibit a legible copy of this Agreement in both official languages and in the form prescribed by the Regulations under the Act, in every workshop, job or yard where he carries on his business, in a conspicuous position easily accessible to all his employees.

9. ADMINISTRATION BY TRUSTEES.

In the event of the Building Industry Pension Fund, Limited, or trustees being appointed in terms of clause 2 (2), the Building Industry Pension Fund, Limited, or trustees as the case may be, shall administer the Agreement as if the Council were still in existence, until the expiry of this Agreement.

10. LIQUIDATION.

Upon liquidation of the fund in terms of clause 2 (2) and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the fund shall be disposed of as follows:—

(1) Should the surplus moneys to the credit of the fund be equal to or less than the total amount paid in by the parties in terms of clause 4 (2) (a), each contributing party shall receive a sum equal to or in proportion to the amount paid in by it as the case may be; provided that—

(a) In the event of the absorption or amalgamation of any of the contributing bodies by or with any other employers' organisation or trade union, as the case may be, its share shall be paid to the amalgamating or succeeding body.

(b) In the event of the non-existence of an employers' organisation or trade union for a reason other than amalgamation with or absorption into another organisation or trade union and there being nobody succeeding to its rights, its share shall be divided among the remaining employers' organisations or trade unions, as the case may be, in proportion to the number of paid up members belonging to each such employers' organisation or trade union as the case may be.

(c) As die krediet van die fonds benede £20,000 daal, word uitbetalings gestaak en slegs hervat wanneer die krediet van die fonds bo £40,000 styg.

(d) Lede wat opgeroep word vir aktiewe diens of vir militêre diens hoef nie tot die fonds by te dra en is ook nie tot bystand geregtig terwyl hulle met sulke diens besig is nie.

(e) 'n Werknemer is nie tot siektebystand geregtig gedurende 'n tydperk wanneer hy betalings kragtens subklousule (2) van hierdie klousule ontvang nie.

(f) Onderstaande bepaling is van toepassing op 'n werknemer wat die bounywerheid verlaat om in 'n ander nywerheid te werk en dan na die bounywerheid terugkeer:—

(i) As hy nie meer as drie maande weg was nie, is hy tot volle bystand geregtig sodra hy terugkom.

(ii) As hy meer as drie maande maar nie meer as 'n jaar weg was nie, is hy tot volle bystand geregtig nadat hy vir minstens agt weke bygedra het.

(iii) As hy vir meer as 'n jaar weg was, kan hy slegs bystand ontvang nadat hy vir minstens sesien weke bygedra het.

(6) *Pensioenfondse.*—(a) Die Raad moet 'n pensioen- of soortgelyke fonds vir lede van die bystandfonds instel soos in hierdie klousule voorgeskryf.

(b) Vir hierdie doel moet die Raad met die Pensioenfondse vir die Bounywerheid, Bpk., onderhandel vir die instelling van 'n geskikte pensioen- of soortgelyke fonds.

(c) Elke maand moet die Raad ten opsigte van genoemde pensioen- of soortgelyke fonds drie-kwart van die totale bydraes ingevolge klousule 6 van hierdie Ooreenkoms ingevorder, aan genoemde maatskappye betaal.

(d) Kopieë van dokumente met volledige besonderhede van die pensioen- of soortgelyke fonds wat ingevolge hierdie ooreenkoms ingestel word, moet by die Sekretaris van Arbeid ingedien word.

(e) Winste op die pensioen- of soortgelyke fonds kan nie oorgedra, afgestaan of verpand word nie.

(7) Spesiale bepalinge wat ná verstryking van die Ooreenkoms of van 'n verlenging daarvan toepassing is:—

(a) Na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en gedurende die tydperk wanneer die fonds deur die Pensioenfondse vir die Bounywerheid, Bpk., of kragtens klousule 2 deur die kuratore geadminestreer word, is werknemers wat kragtens subklousules 5 (b) en (f) van hierdie klousule tot bystand geregtig is onderworpe aan die bepalinge van hierdie Ooreenkoms nog steeds geregtig tot die bystand waartoe hulle tydens die geldigheidsduur van die Ooreenkoms geregtig was.

(b) 'n Werknemer wat die bounywerheid voor die verstryking van die Ooreenkoms verlaat om in 'n ander nywerheid te werk, en terugkeer na verstryking van die Ooreenkoms maar voordat hy drie maande afwesig was, is geregtig tot volle bystand kragtens die Ooreenkoms.

(c) 'n Werknemer wat die nywerheid na die verstryking van hierdie Ooreenkoms of van 'n verlenging daarvan verlaat om in 'n ander nywerheid te werk, verbeur alle bystand kragtens die Ooreenkoms, al is sy afwesigheid hoe kort.

8. VERTONING VAN OOREENKOMS.

'n Werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm wat in die regulasies kragtens die Wet voorgeskryf word, vertoon in elke werkwinkel en by elke werk en werkplek waar daar vir hom gewerk word, op 'n opvallende plek wat maklik toeganklik is vir al sy werknemers.

9. ADMINISTRASIE DEUR KURATORE.

Indien die Pensioenfondse vir die Bounywerheid, Bpk., of kuratore kragtens klousule 2 (2) benoem word, moet die Pensioenfondse vir die Bounywerheid, Bpk., of die kuratore, na gelang van die geval, die Ooreenkoms tot sy verstryking administreer asof die Raad nog bestaan.

10. LIKWIDASIE.

Wanneer die fonds kragtens klousule 2 (2) gelikwideer word en alle skulde en administrasie- en likwidasielaste betaal is, moet daar soos volg gehandel word met die geld wat in die fonds oorbly:—

(1) As die oorblywende geld minder is as die totale bedrag wat ingevolge klousule 4 (2) (a) deur die partye inbetaal is, moet elke party 'n bedrag ontvang wat gelyk is aan of eweredig is met die bedrag wat hy inbetaal het; met dien verstande dat—

(a) as enigeen van die partye opgeneem word deur of geamalgameer word met 'n ander werkgewersorganisasie of vereniging, na gelang van die geval, sy deel aan die nuwe liggaam betaal word;

(b) as 'n werkgewersorganisasie of vakvereniging nie meer bestaan nie om 'n ander rede as inkorporasie of amalgamasie en daar niemand is op wie sy regte oorgaan, nie, moet sy deel verdeel word onder die oorblywende werkgewersorganisasies of vakverenigings na gelang van die geval, in verhouding tot die getal lede wie se bydraes betaal is en wat aan elke werkgewersorganisasie of vakvereniging behoort.

(2) Should the surplus moneys to the credit of the fund exceed the total amount paid in by the parties in terms of clause 4 (2) (a), such surplus moneys shall, after the payments in terms of sub-clause (1) have been made, be disposed of as follows:—

- (a) Two-fifths to the employers' organisations represented on the Council at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, in proportion to the number of paid-up members belonging to each such organisation, as at the date of liquidation.
- (b) Two-fifths to the trade unions represented on the Council as at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, to be divided amongst such Trade Unions in proportion to the membership of each such Union as at the date of liquidation; the expression "membership" being limited to those members who were covered by this Agreement.
- (c) One-fifth to be paid to the Minister of Labour to be disposed of by him in such a manner as he deems fit.

11. EXEMPTIONS.

(1) The Council may in writing, grant an exemption to any person, or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this section, the conditions subject to which exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons, withdraw any certificate of exemption whether or not the period for which exemption was granted has expired.

(3) A certificate of exemption under the signature of the Secretary shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

Signed at Johannesburg, on behalf of the parties to the Council, on this 8th day of May, 1952.

G. H. BEETGE,
Chairman of the Council.

H. H. LOBBAN,
Vice-Chairman of the Council.

F. C. MARTIN,
Secretary of the Council.

MEMORANDAM OF AN AGREEMENT

made and entered into by and between

The Industrial Council for the Building Industry (Transvaal) of the one part, and

The Building Industry Pension Fund, Limited, of the other part,

whereas certain employers' organisations, namely:—

Master Builders' and Allied Trades Association (Witwatersrand),
Pretoria Master Builders' and Allied Trades Association,
Master Masons' and Quarry Owners' Association (South Africa),

representing only its members engaged in the Monumental Masonry Industry,

and certain employees' organisations, namely:—

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South Africa,

Operative Plasterers' Trade Union of South Africa,
South African Operative Masons' Society,

all of which employers' and employees' organisations are parties to the said Industrial Council and have entered into a certain Benefit Fund Agreement, a copy of which is attached hereto.

And whereas in certain contingencies it may be necessary to have the benefit fund administered or liquidated and provision is made for such contingencies in clause 2 of the said Benefit Fund Agreement;

And whereas in clause 11 of the said Benefit Fund Agreement the powers and duties of the trustee are defined;

And whereas it is contemplated by the said Benefit Fund Agreement that the said Building Industry Pension Fund, Limited, acting by its directors for the time being should act as trustees in terms of the said Agreement and it is expedient that an Agreement should be entered into between the parties thereto;

(2) As die oorblywende geld in die fonds meer is as die totale bedrag wat ingevolge klousule 4 (2) (a) deur die partye inbetaal is, moet daar na die betalings ingevolge subklousule (1) soos volg gehandel word met die geld wat oorbly:—

- (a) Twee-vyfdes moet betaal word aan die werkgewers-organisasies wat in die Raad verteenwoordig is wanneer dit ontbind word of wanneer die Ooreenkoms verstryk, na gelang van watter die eerste plaasvind, in verhouding met die getal lede wie se bydraes betaal is en wat by likwidasië aan elke organisasie behoort;
- (b) twee-vyfdes met betaal word aan die vakverenigings wat op die Raad verteenwoordig is wanneer dit ontbind word of wanneer die Ooreenkoms verstryk, na gelang van watter die eerste plaasvind, in verhouding tot die ledetal van elke vakunie wanneer likwidasië plaasvind; die uitdrukking „ledetal" sluit slegs dié lede in wat deur hierdie Ooreenkoms gebind was;
- (c) een-vyfde moet betaal word aan die Minister van Arbeid om na goeëdunke daarmee te handel.

11. VRYSTELLINGS.

(1) Die Raad mag om 'n bevredigende rede geskrewe vrystelling verleen van bepalings van hierdie Ooreenkoms.

(2) Ten opsigte van 'n vrystelling kragtens hierdie klousule stel die Raad die voorwaardes en tydperk van vrystelling vas, met dien verstande dat die Raad na goeëdunke ná skriftelike kennisgewing aan die betrokke persoon of persone die vrystellingstifikaat kan intrek, al het die tydperk waarvoor dit uitgereik is nog nie verstryk nie.

(3) 'n Vrstellingstifikaat met die Sekretaris se handtekening daarop moet aan elke vrygestelde persoon uitgereik word. So 'n stifikaat is slegs geldig in die gebied waarin dit uitgereik is.

(4) Die Raad kan 'n vrystellingstifikaat te enige tyd gedurende sy geldigheidsduur wysig of intrek sonder om 'n rede te verstreë.

(5) 'n Werkgewer moet hom hou by die gewysigde voorwaardes van 'n vrystellingstifikaat wat kragtens hierdie klousule uitgereik is.

In Johannesburg onderteken, namens die Partye by die Nywerheidsraad, op hede die 8ste dag van Mei 1952.

G. H. BEETGE,
Voorsitter van die Raad.

H. H. LOBBAN,
Onder-Voorsitter van die Raad.

F. C. MARTIN,
Sekretaris van die Raad.

MEMORANDUM VAN 'N OOREENKOMS

gesluit deur die

Nywerheidsraad vir die Bounywerheid (Transvaal)

aan die een kant en die

Pensioenfonds vir die Bounywerheid, Beperk,

aan die ander kant;

aangesien sekere werkgewersorganisasies, naamlik—

Master Builders' and Allied Trades Association (Witwatersrand),
Pretoria Master Builders' and Allied Trades Association,
Master Masons' and Quarry Owners' Association (South Africa),

as verteenwoordiger slegs van sy lede in die Monumentklip-messelnywerheid

en sekere werknemersorganisasies, naamlik—

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South Africa,
Operative Plasterers' Trade Union of South Africa,
South African Operative Masons' Society,

wat almal, sowel werkgewers- as werknemersorganisasies, partye is by genoemde nywerheidsraad en 'n bystandfondsooreenkoms gesluit het waarvan 'n kopie hierby aangeheg word;

en aangesien dit in sekere omstandighede nodig mag word om die bystandfonds te laat administreer of likwideer en daar in klousule 2 van genoemde bystandfondsooreenkoms voorsiening gemaak word vir sulke omstandighede;

en aangesien die pligte en bevoegdhede van die kurator in klousule 11 van genoemde bystandfondsooreenkoms omskryf word;

en aangesien daar deur genoemde bystandfonds beoog word dat die Pensioenfonds vir die Bounywerheid, Beperk, deur sy direkteure kragtens genoemde Ooreenkoms voorlopig as kuratore moet optree en daar gerieflikheidshalwe 'n Ooreenkoms tussen die partye gesluit moet word,

Now, therefore, it is hereby agreed and contracted as follows:—

1. Any two directors of the said Building Industry Pension Fund, Limited, duly appointed by the Building Industry Pension Fund, Limited, and their successors in office are hereby appointed as trustees for the purpose of—

- (1) the administration of the fund; and
- (2) the liquidation of the fund.

In each case as provided for in and in terms of clause 2 of the said Benefit Fund Agreement.

2. The remuneration of the trustees shall be such as may be mutually agreed upon between the parties, but it shall not exceed five per cent (5%) of the amount received, excluding capital assets and five per cent (5%) on the amount of the disbursements made (excluding capital disbursements) by the trustees in terms of this Benefit Fund Agreement.

3. The trustees herein appointed and their successor or successors in office hereby accept the trust reposed in them and undertake faithfully and diligently to perform the trusts reposed in them subject to and in conformity with the said Benefit Fund Agreement as and when required in terms of the said Agreement.

Signed at Johannesburg, on behalf of the parties to the Council, on this 8th day of May, 1952.

G. H. BEETGE,
Chairman of the Council.
H. H. LOBBAN,
Vice-Chairman of the Council.
F. C. MARTIN,
Secretary of the Council.

Signed at Johannesburg, on behalf of the Building Industry Pension Fund, Limited, on this 9th day of May, 1952.

L. J. DU PLESSIS.

word hierby soos volg ooreengekom:—

1. Twee direkteure van genoemde Pensioenfonds vir die Bounywerheid, Beperk, behoorlik benoem deur die Pensioenfonds vir die Bounywerheid, Beperk, en hul ampsopvolgers word hierby as kuratore benoem om—

- (1) die fonds te administreer; en
- (2) die fonds te likwideer;

in elke geval kragtens en ooreenkomstig klousule 2 van genoemde bystandfondsooreenkom.

2. Die partye moet ooreenkom oor die betaling van die kuratore, maar dit moet nie meer wees as 5% van die ontvangte bedrag, buiten kapitaalbates, en 5% van die uitbetalings (buiten kapitaaluitgawes) wat die kuratore kragtens hierdie bystandfondsooreenkom doen nie.

3. Die kuratore wat hierin benoem word en hul ampsopvolger of -opvolgers aanvaar hierby die pligte wat aan hulle toevertrou word en onderneem om hulle stiptelik en ywerig uit te voer ooreenkomstig genoemde bystandfondsooreenkom, soos en wanneer genoemde Ooreenkom dit vereis.

In Johannesburg onderteken namens die partye by die Raad op hede die 8ste dag van Mei 1952.

G. H. BEETGE,
Voorsitter van die Raad.
H. H. LOBBAN,
Ondervoorsitter van die Raad.
F. C. MARTIN,
Sekretaris van die Raad.

In Johannesburg onderteken namens die Pensioenfonds vir die Bounywerheid Beperk op hede die 9de dag van Mei 1952.
L. J. DU PLESSIS.

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