



# STAATSKOERANT

## VAN DIE REPUBLIEK VAN SUID-AFRIKA

### REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

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#### GOEWERMENTSKENNISGEWINGS

##### DEPARTEMENT VAN MANNEKRAG- BENUTTING

No. R. 1600

20 Julie 1979

##### WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSSELNYWERHEID  
(TRANSVAAL).—HERBEKRAGTIGING VAN  
HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Manne-  
kragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid (Transvaal) betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 April 1981 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 3, 15 en 16 (2), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 April 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van klousules 3 (2), 5, 7 en 8 van genoemde Ooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 April 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde

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#### GOVERNMENT NOTICES

##### DEPARTMENT OF MANPOWER UTILISATION

No. R. 1600

20 July 1979

##### INDUSTRIAL CONCILIATION ACT, 1956

BUILDING AND MONUMENTAL MASONRY  
INDUSTRIES (TRANSVAAL).—RE-ENACTMENT  
OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower  
Utilisation hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries (Transvaal), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 26 April 1981, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 3, 15 and 16 (2), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 26 April 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 26 April 1981, the provisions of clauses 3 (2), 5, 7 and 8 of the said Agreement shall *mutatis mutandis* be binding upon

6598—1

Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

#### BYLAE

#### NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSVAAL)

#### OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades Association;

Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig;

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa;

Blanke Bouwerkersvakbond;

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

#### 1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasies en alle werknemers wat lede is van die vakverenigings;

(b) (i) in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n straal van 48,28 km vanaf die Hoofposkantoor Krugersdorp val, Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor Pretoria val), die gebied binne 'n radius van 48,28 km vanaf Hoofposkantoor, Krugersdorp; die gebied binne 'n radius van 32,18 km vanaf Hoofposkantoor, Vereeniging; die gebied binne 'n radius van 32,18 km vanaf Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde radius val); die gebiede binne 'n radius van 16,09 km vanaf Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrostdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n radius van 32,18 km vanaf Hoofposkantoor, Pretoria, val en wat voor die publikasie van Gowermentskennisgewing 551 van 29 Maart 1956, binne die landdrostdistrik Pretoria, geval het).

(ii) in die landdrostdistrik Bethal (met inbegrip van daardie gedeelte van die landdrostdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrostdistrik Bethal geval het) ten opsigte waarvan die uitdrukking "Bounywerheid"—

(aa) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika sal omvat nie; en

(bb) onderworpe sal wees aan die bepalings van Hoofstuk V van die Vasstelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms—

(a) slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerlingambagsmanne;

all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

#### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL)

#### AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades Association

Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry;

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

Amalgamated Union of Building Trade Workers of South Africa;

White Building Workers' Union

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

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

#### 1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

(a) by all employers who are members of the employers' organisations and all employees who are members of the trade unions;

(b) (i) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria) the area within a radius of 48,28 km from the General Post Office, Krugersdorp; the area within a radius of 32,18 km from the General Post Office, Vereeniging; the area within a radius of 32,18 km from the General Post Office, Pretoria (excluding that portion of the Black area Uitvalgrond JQ 4341 which falls within the said radius); the areas within a radius of 16,09 km from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32,18 km from the General Post Office, Pretoria, and which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria).

(ii) in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 fell within the Magisterial District of Bethal) in respect of which the expression "Building Industry" shall—

(aa) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

(bb) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall—

(a) only apply to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;



(b) van toepassing op vakleerlinge slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) van toepassing op kwekelinge slegs vir sover dit nie met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(d) van toepassing op "slegs arbeid"-kontraakteurs, werkende vennote en werkende direkteurs;

(e) nie van toepassing nie op universiteitstudele en gegradueerdes in die bouwetenskap en konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

## 2. GELDIGHEDSTERMYN VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet mag vasstel en bly van krag vir 'n tydperk eindigende 26 April 1981 of vir dié tydperk wat hy mag bepaal.

## 3. SPESIALE BEPALINGS

(1) Die bepalings van klousules 5, 17 (6), 20, 22 (5) en (6) [soos gewysig by klousules 15 en 16 (2) hieronder], 23 (3) en 30 van die ooreenkoms gepubliseer by Goewermentskennisgewing R. 1956 van 17 Oktober 1975, soos gewysig by Goewermentskennisgewings R. 695 van 23 April 1976, R. 1958 van 22 Oktober 1976, R. 2135 van 21 Oktober 1977 en R. 2106 van 20 Oktober 1978 (hierna die "Vorige Ooreenkoms" genoem) sal van toepassing wees op werkgewers en werknemers.

(2) Die bepalings van klousule 8 alleenlik van die Vorige Ooreenkoms (soos gewysig by klousule 7 van hierdie Ooreenkoms) sal van toepassing wees op werkgewers en werknemers.

## 4. ALGEMENE BEPALINGS

Die bepalings van klousules 4 (soos gewysig by klousule 6 hieronder), 6, 7, 8 (soos gewysig by klousule 7 hieronder) 10, 12 tot 16 (soos gewysig by klousules 10 tot 14 hieronder), 17 (1) tot (5), 18, 19, 21 tot 22 (4) [soos gewysig by klousule 16 (1) hieronder], 23 (1) en (2), 24 tot 29, 31 en 32 van die Vorige Ooreenkoms sal van toepassing wees op werkgewers en werknemers.

## 5. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;  
"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees, en ook 'n minderjarige wat ingevolge daardie Wet op proef in diens geneem is;

"ambagsman" 'n werknemer wat een of meer van die volgende werksaamhede verrig in een of meer van die ambagte hieronder aangedui:

*Asfaltering, waterdigting en/of vogdigting.*—Periodieke toetsing oor werksmanne wat die asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere doen.

*Bloklêwerk.*—Die plasing van blokke; hoeke in die lood bring; rifvoegwerk; die oprigting van setmate en die plasing daarvan in posisie vir bouwerk en alle latere stelwerk daaraan, en die plasing van vensters en deurkosyne in posisie, maar uitgesonderd—

(a) die lê van blokke volgens 'n setmaat;

(b) die lê van blokke wat nie in dagha of mastik gelê word nie;

(c) die lê van blokke in die konstruksie van betonvloere en betondakke.

*Messelwerk.*—Uitlê; hoogtes bepaal; bakstene en/of ander materiale afwerk; hoeke, staanders en plankprofile, met inbegrip van staalstaanders vir muurwerk, in die lood bring; rifvoegwerk.

*Timmerwerk, skrynerwerk, kantoor-, winkel- en bankuitrustingswerk.*—Afmewerk, uitlêwerk; montering en vassit van vaste toebehoere; saagwerk, skaafwerk en die vassit van afgegewerkte houtwerk; montering van komposisiemateriaal en onbewerkte timmerhout en die vassit daarvan; montering van kombistoebehore; die vassit van gegolfde sink- en asbesplate aan agterwerk en hegstrukture van hout; leiteëls, harveyteëls, asbesteëls en houtdakspane vassit.

(b) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder;

(c) apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, 1951, or any conditions fixed thereunder;

(d) apply to "labour-only" contractors, working partners and working directors;

(e) not apply to university students and graduates in buildings science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force for a period ending 26 April 1981 or for such period as may be determined by him.

## 3. SPECIAL PROVISIONS

(1) The provisions of clauses 5, 17 (6), 20, 22 (5) and (6) [as amended by clauses 15 and 16 (2) hereunder], 23 (3) and 30 of the agreement published under Government Notice R. 1956 of 17 October 1975, as amended by Government Notices R. 695 of 23 April 1976, R. 1958 of 22 October 1976, R. 2135 of 21 October 1977 and R. 2106 of 20 October 1978 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

(2) The provisions of clause 8 only of the Former Agreement (as amended by clause 7 of this Agreement) shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions of clauses 4 (as amended by clause 6 hereunder), 6, 7, 8 (as amended by clause 7 hereunder) 10, 12 to 16 (as amended by clauses 10 to 14 hereunder), 17 (1) to (5), 18, 19, 21 to 22 (4) [as amended by clause 16 (1) hereunder], 23 (1) and (2), 24 to 29, 31 and 32 of the Former Agreement shall apply to employers and employees.

## 5. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in the Act, and any reference to an act shall include any amendment of such act; further, unless inconsistent with that context—

"Act" means the Industrial Conciliation Act, 1956;

"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, and includes a minor employed on probation under that Act;

"artisan" means an employee performing any one or more of the following operations in any one or more of the trades indicated below:

*Asphalting, waterproofing and/or dampproofing.*—Periodic supervision of operatives engaged on asphaltting, waterproofing and/or dampproofing to roofs, walls, ceilings and/or floors.

*Blocklaying.*—Setting blocks; plumbing angles; tuck pointing; the erecting, setting into position for building and all subsequent adjustment of jigs, and the setting into position of windows and door jambs, but excluding—

(a) the laying of blocks to a jig;

(b) the laying of blocks not bedded in mortar or mastic;

(c) the laying of blocks in the construction of concrete floors and concrete roofs.

*Bricklaying.*—Setting out; determining levels; setting bricks and/or other materials; plumbing angles, uprights and profiles, including stanchions for walling; tuck pointing.

*Carpentry, joinery, office, shop and bank fitting.*—Marking out; setting out; assembly and fixing of fittings; cutting, planing and fixing finished woodwork; assembling and fixing composition materials and rough timbers; assembling of kitchen fittings; and fixing of corrugated iron and asbestos sheets to wooden backing or grounds, fixing of slate tiles, harvey tiles, or similar materials, asbestos slates and wooden shingles.

**Rioloaanslegwerk.**—Afmerk, uitlê, toesig hou oor en die lê van pype volgens 'n helling.

**Vloerlêwerk.**—Uitmerkwerk; die saag en vassit van houtstrookvloere; die lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal na voltooiing van die voorbereidende werksaamhede.

**Ruit-in-lood-werk.**—Die afmerk van patrone of tekeninge op bord; die sny van glas; die bekleding van glas met lood; soldeerwerk en die invoeging van binddraad.

**Metaalwerk.**—Merk- en afmerkwerk; die opstelling van en toesighouding oor masjiene; handswais- en/of sweissoldeerwerk; handboorwerk en/of die maak van tapgate met die hand; finale vyl- en/of monterwerk; die vassit van siermetaalwerk, metaalrame en metaaltrappe, boumetaalwerk en uitgedrukte metaal.

**Verf- en versierwerk/beglasing.**—Kleurwerk; stippelwerk; muurplakwerk; letterskilderwerk; die aanbring van verf, vernis en/of ander materiaal, met inbegrip van Kenitex, op alle oppervlakke; die sny van glas of soortgelyke materiaal; die aanbring van voorstopverf; die vassit van ruitkraallyste, maar uitgesonderd—

(a) die aanbring van witkalk en sementstryksel aan alle oppervlakke;

(b) die aanbring van dekoratiewe bitumastiek aan rioolpype;

(c) die aanbring van die eerste verflaag aan staaloppervlakke wat in die winkel 'n grondlaag ontvang het;

(d) die aanbring van 'n vloeibare herverglanser aan baksteenwerk of slasto;

(e) die aanbring van verf aan dakke, geute en geutpype;

(f) die aanbring van chemiese kleefstowwe aan sinkdakke met 'n verfkwas;

(g) die bespuiting van dakke met Kenitex of dergelike stowwe; en

(h) alle werksaamhede ter voorbereiding vir die aanbring van Kenitex of dergelike stowwe.

**Pleister-, afvlakkings- en granolitiese werk.**—Die bereiding van voorlopige gidspleisterwerk; die beraping van materiaal op ruwe oppervlakke; afwerking met die hand na afvlakkings met 'n reihout; die aanbring van vergruisde klip aan kleefstof op mure; afskuur.

**Loodgieterswerk.**—Uitmerk- en afmerkwerk; die finale vassit van pype en toebehore wat gemonteer is.

**Staalwerk.**—Die uitlê van raamwerke wat nodig is vir die giet van 'n blad; die in posisie plaas van die bout wat in die blad geplaas word; toesighouding oor die buig, plasing en vassit in posisie van staal en staalkonstruksie.

**Klipwerk, klippesselwerk en monumentwerk.**—Die teken, ontwerp en afwerk van letters en versierings; die sny en gravering van letters met die hand en 'n lughamer; die finale afskuur en afwerking, volgens grootte, van klip of plaasvervangende materiaal met die hand, maar nie poleerwerk nie; die opstelling van masjiene; die lê van klip in 'n daghabed; uitmerkwerk.

**Boutimmerwerk.**—Uitmerk- en afmerkwerk; suile en balke in die lood bring en waterpas maak; die rigting van bekisting vir betonwerk; die montering van bekisting.

**Teëlwerk.**—Die lê van teëls of ander materiaal; hoeke in die lood bring.

**Houtmasjienswerk.**—Uitmerk- en afmerkwerk; die opstelling van en toesighouding oor houtwerkmasjiene.

**Ander ambagte.**—Die werk wat gewoonlik verrig word deur 'n persoon wat 'n vakleerlingskap gedien het, ingevolge die Wet op Vakleerlinge, 1944;

“assistent versierder/beglaser” 'n werknemer in besit van 'n assistent versierder/beglaser registrasiesertifikaat wat deur die Raad aan hom uitgereik is en wat onder toesig, wat nie deurlopend hoef te wees nie, verfwerk, versierwerk en/of beglasing soos omskryf mag verrig, maar uitgesonderd kleurwerk, stippelwerk, letterskilderwerk. Met dien verstande dat die voorafgaande voorwaardes nie op enige manier die werk wat deur 'n verwer en versierder/beglaser ambagsman soos omskryf, verrig word, sal beperk nie. Voorts met dien verstande dat ondanks die bogemelde bepalinge daar 'n meester ambagsman-verwer en versierder/beglaser in diens sal wees by elke werkterrein waar daar een of meer assistent versierders/beglaseres verwerk, versierwerk en/of beglasing verrig.

“Bounywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue of bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak

**Drainlaying.**—Marking out, setting out, supervising and laying of pipes to walls.

**Floorlaying.**—Marking out; cutting and fixing of wooden strip flooring; setting of flooring blocks, tiles, sheeting and similar materials after completion of preparatory operations.

**Lead-light making.**—Setting out of templates or drawings on boards; cutting of glass; leading of glass; soldering and the insertion of fixing wires.

**Metal work.**—Marking and setting out, setting up and supervising machines; hand welding and/or brazing; drilling and/or tapping by hand; final filing and/or assembly; the fixing of builders' smithwork, metal frames and metal stairs, architectural metal work, and extruded metal.

**Painting and decorating/glazing.**—Tinting; stippling; paper-hanging; signwriting; applying paint, varnish, and/or other materials, including Kenitex, to all surfaces; cutting of glass or similar materials; face puttying; fixing glazing beads, but excluding—

(a) the application of lime wash and cement wash to all surfaces;

(b) the application of decorative butumastic to sewage pipes;

(c) the application of the first coat of paint on shop coated steel surfaces;

(d) the application of any liquid reviver to brickwork or slasto;

(e) the application of paint to roofs, gutters and down-pipes;

(f) applying chemical adhesive to corrugated iron roofs by means of a paint brush;

(g) spraying of roofs with Kenitex or similar materials; and

(h) all work preparatory to the application of Kenitex or similar materials.

**Plastering, screeding and granolithic.**—Preparing preliminary ruling screeds; rendering materials to rough surfaces; finishing off by hand after ruling off; applying crushed stone to adhesive on walls; skimming.

**Plumbing.**—Marking out, setting out; final fixing of assembled piping and fittings.

**Steelwork.**—Setting out any framework required for the casting of a slab; setting out of the bolt set into the slab; supervising bending, placing and fixing in position of steel and steel construction.

**Stonework, masonry and monumental work.**—Drawing, designing and setting out letters and enrichments; cutting and carving letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines; setting stone on mortar bed; marking out.

**Structural carpentry.**—Marking out; setting out; plumbing and levelling of columns and beams; lining up of shuttering for concreting; assembling shuttering.

**Tiling.**—Setting tiles or other materials; plumbing angles.

**Woodmachining.**—Marking out; setting out; setting up and supervising woodworking machines.

**Other trades.**—The work normally performed by a person who has served an apprenticeship in terms of the Apprenticeship Act, 1944;

“assistant decorator/glazier” means an employee who is in possession of an assistant decorator's/glazier's registration certificate issued to him by the Council and who may under supervision which need not be constant, perform painting, decorating and/or glazing as defined but excluding tinting, stippling, signwriting: Provided that the conditions as aforesaid shall not in any way limit or restrict the work to be performed by a painter and decorator/glazier artisan as defined: Provided further that notwithstanding the above provisions a master artisan painter and decorator/glazier shall be employed on every jobsite on which one or more assistant decorators/glaziers are performing painting, decorating and/or glazing.

“Building Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees 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 site



word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of ondervindings daarvan, maar nie klerke en administratiewe personeel nie en ook nie die bedrading vir, of installing in geboue van elektriese lig, verwarmings- of ander permanente, vaste toebehore of die herstel of onderhoud van hysers in geboue nie:

**Asfaltwerk**, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakke, of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastik of emulsie-asfalt of bitumen wat of warm of koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;

**messelwerk**, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, blaaie of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalfaatwerk aan erdepypriole;

**lakpoelerwerk**, wat poelerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiefolinsluit;

**beglasing**, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

**skrynerwerk**, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynerwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat sodanige artikels vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie, en wat ook rakkaste, kombuisaste of ander kombuis toebehore insluit wat as 'n permanente deel van die gebou aangebring word;

**ruit-in-loodwerk**, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

**klipmesselwerk**, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiëte of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny- en afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

**metaalwerk**, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, sierrmetaalwerk, metaalrame en metaaltrappe, boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

**verfwerk**, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, greinerie en marmering en bespuiting, spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die werksaamhede soos voornoem, die afskuur van mure en houtwerk, die opvol van barste in mure en die aanbring van stopverf in houtwerk;

**pleisterwerk**, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granolitiese, terasso- en komposisievloerwerk, komposisiemuurbedekking en die poelerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny- en afwerkmasjins, voorafgegiëte of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaaltrappe, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

**loodgieterswerk**, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

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 of foundations whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, meuchatel, 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 brickwork, 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, windows, 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 fittings 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;

**lead-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 and monumental stone work), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating 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, spray painting, signwriting and wall decorating, 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;

**plastering**, which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceilings 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 and 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 article used;

**plumbing**, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, 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;

*winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbankskerms en binnens-huise los en vaste toebehoere;

*staalwapening en/of staalkonstruksie*, wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaal-pilare, lêers, staalbanke, plaatmetaal of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk;

*houtwerk*, wat die volgende insluit: Timmerwerk, fineer-paneelwerk en die polering en skuur daarvan, houtwerk, masjienwerk, draaiwerk, houtsnywerk, die aanbring van gegolfde sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafonne en -muurbe-dekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubber-komposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk-en poleermasjien, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se ver-naamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstigs is by die verkoop van sodanige lino-leum en geen deel van die regstreekse koste van die klant uitmaak nie;

*"verkleekamer"* 'n geskikte afdak, kamer of soortgelyke bevredigende akkommodasie met 'n minimum skoonvloer-ruimte van 6,7 vierkante meter, wat bestaan uit vier mure en 'n dak en gemaak is van beton, bakstene, hout, yster of 'n kombinasie daarvan, wat skoon gehou word en wat veil-ig toegesluit kan word om 'n geskikte plek vir die veilige bewaring van werknemers se klere te verskaf; en so 'n ver-keekamer mag vir geen ander doel gebruik word nie as om daarin te verkleed en om die werknemers se klere veilig daarin te bewaar;

*"onderbaas"* 'n ambagsman wat aan die voorman verant-woordelik is vir die uitoefening van magte en die uitvoering van funksies en pligte wat deur sodanige voorman aan hom opgedra is;

*"bydraekaart"* die amptelike kaart wat die Raad elke jaar aan elke werknemer in die Nywerheid uitreik, en by die toepassing van hierdie Ooreenkoms het "Vakansiefondskaart" dieselfde betekenis;

*"Raad"* die Nywerheidsraad vir die Bounywerheid (Trans-vaal), wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

*"noodsaaklike dienste"* alle werk wat noodwendig verrig moet word ten einde die voortsetting van enige ander nywer-heid, saak of onderneming te verseker, of enige dringende aangeleentheid wat nie gedurende die gewone werkure soos in klousule 10 (1) voorgeskryf word, verrig kan word nie;

*"noodwerk"* enige werk wat dringend verrig moet word ten einde die gesondheid en veiligheid van die publiek te ver-seker of ander werk wat dringend noodsaaklik is en wat nie voorsien of vermy kon word nie;

*"werknemer"*, behoudens die bepalinge van die Wet, ook 'n werkende direkteur of 'n werkende vennoot;

*"werkgever"*, behoudens die bepalinge van die Wet, ook 'n direkteur of 'n regs persoon;

*"voorman"* 'n werknemer wat—

(a) in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan doen; en

(b) werk aan ander werknemers onder sy beheer en toe-sig uitdele; en

(c) dissipline handhaaf; en

(d) regstreeks aan 'n algemene voorman of die werk-gever of die werkgever se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein;

*"algemene voorman"* 'n werknemer wat werk uitdele aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreeks koördineer en daarvoor toe-sig hou, en wie se pligte onder ander al of enige van die volgende insluit:

(a) Toesighouding;

(b) hantering van 'n kontrak of kontrakte;

(c) handhawing van dissipline;

(d) verantwoordelikheid aan die werkgever vir doeltref-fendheid en produksie op die terrein(e);

(e) verrigting van die werk van 'n ambagsman, hetsy in 'n hoedanigheid van instrukteur of andersins;

*"Nywerheid"* die Bou- en/of Monumentklipmesselnywer-heid;

*shop, office and bank fittings*, which includes the manufac-ture and/or fixing of shop fronts, window enclosures, show cases, counter 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 joists, sheeting or metal in any form which form part of a building or structure;

*woodworking*, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood-lathing, composition ceiling and wall covering, drilling and plugging of walls, covering of woodwork with metal, block and other flooring, including wood, linoleum, rubber compo-sition, 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 polish-ing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the build-ing or structure is done by the person making or preparing the article used: Provided, however, that the laying of lino-leum by a supplier whose main business is in the commer-cial 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;

*"change room"* means any suitable shed, room or similar satisfactory accommodation with a minimum clear floor space of 6,7 square metres, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any com-bination thereof, kept clean and which can be securely locked to provide a suitable place for the safe keeping of employees' clothing; and such change room shall not be used for any other purpose than for the changing of clothing and the safe keeping of employees' clothing;

*"charge hand"* means an artisan responsible to a foreman for the exercising of powers and the performance of func-tion and duties delegated to him by such foreman;

*"contribution card"* means the official card issued by the Council to each employee in the Industry in each year and "Holiday Fund Card" shall have the same meaning for the purpose of this Agreement;

*"Council"* means the Industrial Council for the Building Industry (Transvaal), deemed to have been registered in terms of section 19 of the Act;

*"essential services"* means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 10 (1) of the Former Agreement;

*"emergency work"* means any work which must urgently be performed to ensure the health and safety of the public or other work of pressing necessity which could not have been foreseen or prevented;

*"employee"* means, subject to the provisions of the Act, also a working director or a working partner;

*"employer"* means, subject to the provisions of the Act, also a director of a corporate body;

*"foreman"* means an employee who—

(a) is employed in a supervisory capacity, but who may also be doing the work of an artisan; and

(b) gives out work to other employees under his control and supervision; and

(c) maintains discipline; and

(d) is directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on site;

*"general foreman"* means an employee who gives out work to and directly co-ordinates and supervises those categories of employees covered by this Agreement and whose duties *inter alia* may encompass all or any of the following:

(a) Supervision;

(b) taking charge of a contract or contracts;

(c) maintenance of discipline;

(d) responsibility to the employer for efficiency and pro-duction on site(s);

(e) performing the work of an artisan, whether in an instruc-tional capacity or otherwise;

*"Industry"* means the Building and/or Monumental Masonry Industries;



"slegs-arbeid-kontrak" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 4 van die Vorige Ooreenkoms (soos gewysig by klousule 6 hieronder) neergelê, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

"slegs-arbeid-kontrakteur" iemand wat slegs-arbeid-kontrakwerk onderneem;

"leierambagsman" 'n ambagsman wat onder regstreekse beheer van 'n voorman of onderbaas toesig hou oor 'n ambagsman wat soortgelyke werk doen;

"leerlingambagsman" 'n werknemer wat by sy werkgever in diens is ooreenkomstig 'n skriftelike dienskontrak wat behoorlik deur die Raad goedgekeur en by die Raad geregistreer is, en wat in die geval van messel-, timmer- en pleisterwerk minstens 19 jaar oud moet wees en in die geval van alle ander ambagte minstens 21 jaar;

"leerling assistent versierder/beglaser" 'n werknemer wat as sodanig by die Raad geregistreer is en wat onder toesig, wat nie deurlopend hoef te wees nie, vir 'n tydperk wat nie een jaar oorskry nie, verfwerk, versierwerk en beglasing soos omskryf mag verrig, maar uitgesonderd kleurwerk, stipplewerk en letterskilderwerk: Met dien verstande dat desondanks bostaande bepalinge daar 'n meester ambagsman verwer en versierder/beglaser op elke werkerrein waar daar een of meer leerling assistent versierder/beglaser verfwerk, versierwerk en/of beglasing verrig, in diens sal wees;

"toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, gemaak is van beton, baksteen, hout, yster of 'n kombinasie daarvan, wat veilig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefstaling voorsien is en wat geheel en al so gebou is dat die gereedskap en klere van werknemers te eniger tyd veilig daarin bewaar kan word;

"meesterambagsman" 'n ambagsman wat op die datum van inwerkingtreding van hierdie Ooreenkoms as 'n meesterambagsman geregistreer is of wat daarna as 'n meesterambagsman geregistreer word;

"Monumentklipmesselnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om grafstene of ander monumente te maak en/of oor grafte op te rig en/of om grafte op te bou;

"werksman, graad I," 'n werknemer wat in besit is van 'n registrasiesertifikaat as werksman, graad I, wat deur die Raad aan hom uitgereik is en wat, op aansoek deur 'n werkgever wat die getal geskoolde werknemers deur die Raad bepaal in diens het en die meesterambagsmanseël [vermeld in klousules 6 (1) (b) en 9 (2) (a) (ii) van die Ooreenkomstige gepubliseer by onderskeidelik Goewermentskennisgewings R. 674 van 25 April 1969 en R. 2040 van 18 November 1970, of enige daaropvolgende Ooreenkomstige en wysigings en verlengings daarvan] ontvang, deur die Raad toegelaat is om 'n geskoolde werknemer onder toesig van die geskoolde werknemer te help deur die werksaamhede hieronder uiteengesit te verrig vir sodanige tydperk(e) en op sodanige terrein(e) en op sodanige voorwaardes as wat die Raad van tyd tot tyd mag bepaal met die oog daarop om behoorlike beheer oor die indiensneming van werksmanne te verseker en die voorkeurindiensneming te verkry van beskikbare ambagsmanne by wyse van die toepassing van 'n getalsverhouding gebaseer op die tekort aan geskoolde werknemers of op enige ander wyse wat deur die Raad as billik beskou word: Met dien verstande dat die voorwaardes soos bogemeld geensins die werk wat gedoen moet word deur 'n ambagsman soos omskryf mag beperk of inkort nie;

(a) *Die lê van blokke en/of stene.*—Die lê, in mastik of dagha, van blokke, stene, blaie en/of klip in mure wat met pleister, sementbry en/of mastikmateriaal bedek moet word; die lê van grondvulling of hangvloere in fondamente en in binnefondamentmure; maar uitgesonderd uitlêwerk, hoogtes meet, hoeke, binnedeurkosyne en vensterrame loodreg stel, profielplanke of setmate oprig, rivoegwerk.

(b) *Skrynwerk.*—Die montering van onbewerkte timmerhout volgens 'n patroon; die vassit van onbewerkte timmerhout, sink-, asbes- en/of ander komposisieplate en/of ander materiaal wat as dakteëls gevorm is, volgens 'n meetinstrument, maar uitgesonderd die sny of aanmekaarvassit van alle timmerhout nie hierbo bedoel nie wanneer die afgewerkte artikel met 'n geskaafde afwerking gelaat moet word, die opmaak van patrone en maatpatrone, die loodregstel van daksparre, binnedeurkosyne en vensterrame.

"labour-only contract" means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than laid down in clause 4 of the Former Agreement (as amended by clause 6 hereunder) and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

"labour-only contractor" means a person undertaking labour only contracting;

"leading hand" means an artisan acting under direct control of a foreman or chargehand, supervising an artisan doing similar work;

"learner artisan" means an employee employed by his employer under a written contract of service duly approved by and registered with the Council, and shall in the case of bricklaying, carpentry and plastering not be under the age of 19 years and in the case of all other trades not under the age of 21 years;

"learner assistant decorator/glazier" means an employee who is registered as such with the Council and who may under supervision which need not be constant, for a period not exceeding one year, perform painting and decorating and glazing as defined, but excluding tinting, stippling and signwriting: Provided that notwithstanding the above provisions a master artisan painter and decorator/glazier shall be employed on every jobsite on which one or more learner assistant decorators/glaziers are performing painting, decorating and/or glazing;

"lock-up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, all windows, fanlights and other openings to be properly burglarproofed, the whole to be so constructed to provide a place for the safe keeping of employees' tools and clothes at any time;

"master artisan" means an artisan who at the date of coming into operation of this Agreement has been registered as a master artisan or who is subsequently registered as a master artisan;

"Monumental Masonry Industry" means the Industry in which employers and employees are associated for the purpose of making tombstones or other monuments and/or erecting them over graves and/or building up of graves;

"operative, Grade I," means an employee who is in possession of an operative, Grade I, registration certificate issued to him by the Council and who has been permitted by the Council, upon application by an employer employing the number of skilled employees determined by the Council, receiving the master artisan stamp [referred to in clauses 6 (1) (b) and 9 (2) (a) (ii) of the Agreements published under Government Notices R. 674 of 25 April 1969 and R. 2040 of 18 November 1970 respectively, or any succeeding Agreements and amendments or extensions thereof], to assist a skilled employee under the supervision of the latter by performing the operations detailed hereunder for such period(s) and at such site(s) and on such conditions as the Council may from time to time determine with a view to ensuring proper control of the employment of operatives and to securing the preferential employment of available artisans by way of the application of a ratio based on the shortage of skilled employees or in any other manner considered equitable by the Council: Provided that the conditions as aforesaid shall not in any way limit or restrict the work to be performed by an artisan as defined:

(a) *Block and/or brick setting.*—Setting, in mastic or mortar, blocks, bricks, slabs and/or stone in walling intended to be covered by plaster, cement grout and/or mastic materials, ground filling or suspended floors in foundations and internal foundation walling, but excluding setting out, taking levels, plumbing angles, door jambs and window frames, setting up profiles or jigs, tuck pointing.

(b) *Carpentry.*—Assembling of rough timbers to a templet; cutting and fixing to a gauge: Rough timbers; corrugated iron, asbestos and/or other composition sheeting, and materials shaped as roofing tiles, but excluding the cutting or fixing together of all timber not referred to above when the finished article is intended to be finished to a planed surface, the making up of templets and gauges, the plumbing of rafters, door jambs and window frames.

(c) *Rioolaanlegwerk*.—Die lê van pype volgens 'n helling.

(d) *Die lê van vloere*.—Die lê en vassit van allerlei soorte hout-, mosaïek-, veerkrachtige of komposisievloer- en -muur-bedekking; maar uitgesonderd muurplak-, paneel-, afmerk- en uitlewerk.

(e) *Metaalwerk*.—Sweis- en/of sweissoldeerwerk, maar uitgesonderd afmerk- en uitlewerk.

(f) *Pleisterwerk*.—Die raping van skurwe oppervlakke; afvlakking met 'n reihout; voorlopige afwerking met voorbereiding vir finale troffelwerk en finale afwerking; maar uitgesonderd die finale troffelwerk aan eenlaagwerk en die volledige aanwending van afwerklake.

(g) *Boutimmerwerk*.—Die montering van bekisting.

(h) *Klipwerk, klipmesselwerk en monumentwerk*.—Pons- en kapwerk in die Klipmesselnywerheid, met inbegrip van die finale afskuur en afwerking met die hand volgens grootte; die bediening van sirkelsae vir klipwerk en klipmesselwerk.

(i) *Teëlwerk*.—Die aanwending van dagha ter voorbereiding vir die vassit van teëls en mosaïek; die sny en vassit van teëls en mosaïek, maar uitgesonderd uitle- en afmerkwerk.

“Sekretaris” die Sekretaris van die Raad, en omvat dit enige beamppte wat deur die Raad benoem word om namens die Sekretaris op te tree;

“geskoolde werknemer” 'n ambagsman, onderbaas, voorman, algemene voorman, leierambagsman of meesterambagsman soos in hierdie Ooreenkoms omskryf;

“afskuim” die aanbring van die afwerklake aan sement- of kalkpleister of ander agterwerk, soos byvoorbeeld veselbord of gipsbord met 'n geskikte werktuig en glad afgewerk of as finale afwerking of vir die gewone verf- of ander dekmateriaal;

“bouwerk” ook mure, grens-, tuin- en keermure, monumente, grafstene en allerlei soorte kerkhofgedenkstene;

“geskikte slaapplek” 'n waterdigte onderdak wat veilig toegesluit kan word, met 'n houtvloer en die nodige geskikte wasgeriewe, voubeddens, matras en aparte toiletgeriewe;

“kwekeling” 'n werknemer wat 'n opleidingstydperk ondergaan ingevolge die Wet op Opleiding van Ambagsmanne, 1951;

“bewys” die amptelike bewys wat die Raad uitreik, en by die toepassing van hierdie Ooreenkoms het “bewys” en “seël” dieselfde betekenis;

“loon” daardie gedeelte van die besoldiging wat ingevolge klousule 4 van die Vorige Ooreenkoms (soos gewysig by klousule 6 van hierdie Ooreenkoms) in die vorm van geld aan die werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 10 van die Vorige Ooreenkoms voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 van die Vorige Ooreenkoms (soos gewysig by klousule 6 van hierdie Ooreenkoms) voorgeskryf word, dit sodanige hoër bedrag beteken;

“natweerskuiling” 'n skuiling wat van weerbestande materiaal gebou is en wel op so 'n manier dat die okkupeerders daarvan in alle omstandighede droog gehou word en dit gerieflik sal hê;

“werkdag” enige dag behalwe Saterdag [uitgesonderd die Saterdag onmiddellik voor Hemelvaartsdag en sodanige getal Saterdag onmiddellik voorafgaande die jaarlikse verlof in klousule 12 van die Vorige Ooreenkoms (soos gewysig by klousule 10 van hierdie Ooreenkoms) voorgeskryf gelykstaande aan die getal dae waarmee genoemde jaarlikse verlof 23 dae oorskry], Sondag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte- en Kersdag en Gesinsdag, en die jaarlikse verlof in klousule 12 van die Vorige Ooreenkoms (soos gewysig by klousule 10 van hierdie Ooreenkoms) voorgeskryf ten opsigte waarvan die gewone werkure soos in klousule 10 van die Vorige Ooreenkoms voorgeskryf, van toepassing is.

(c) *Drainlaying*.—Laying of pipes to falls.

(d) *Floorlaying*.—Laying and fixing of all types of wood, mosaic, resilient, composition floor and wall covering; but excluding paper hanging, panelling marking out and setting out.

(e) *Metal work*.—Welding and/or brazing but excluding marking out and setting out.

(f) *Plastering*.—Rendering material to rough surfaces, ruling off; preliminary finishing preparatory to final trowelling and final finishing, but excluding the final trowelling on one coat work and the entire application of skimming coats.

(g) *Structural carpentry*.—Assembling shuttering.

(h) *Stonework, masonry and monumental work*.—Punching and dressing in the Masonry Industry, including final surfacing and finishing by hand to size; operating circular saws in respect of stonework and masonry.

(i) *Tiling*.—Applying mortar preparatory to fixing of tiles and mosaics; cutting and fixing of tiles and mosaics, but excluding setting out and marking out.

“Secretary” means the Secretary of the Council and includes any official nominated by the Council to act for the Secretary;

“skilled employee” means any artisan, chargehand, foreman, general foreman, leading hand or master artisan as defined in this Agreement;

“skimming” means the application of the finishing coat to cement or lime plaster or other backing materials such as for example beaver board or gypsum plaster board by means of a suitable tool and finished to a smooth finish either as a final finish or to take the normal point or other covering material;

“structure” includes walls, boundary, garden and retaining walls, monuments, grave stones and cemetery memorials of all types;

“suitable sleeping accommodation” means a waterproof shelter, capable of being securely locked, with a wooden floor and the necessary suitable washing facilities, stretchers, mattress and separate lavatory accommodation;

“trainee” means an employee serving a period of training in terms of the provisions of the Training of Artisans' Act, 1951;

“voucher” means the official voucher issued by the Council, and “voucher” and “stamp” shall have the same meaning for the purpose of this Agreement;

“wage” means that portion of the remuneration payable in money to an employee in terms of clause 4 of the Former Agreement as amended by clause 6 of this Agreement in respect of the ordinary hours laid down in clause 10 of the Former Agreement: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 of the Former Agreement as amended by clause 6 of this Agreement, it means such higher amount;

“wet weather shelter” means a shelter constructed of weather-proof materials in such manner that the occupants will be kept dry and comfortable in any circumstances;

“workink day” means any day other than Saturday [except the Saturday immediately preceding Ascension Day and such number of Saturdays immediately preceding the annual leave prescribed in clause 12 of the Former Agreement (as amended by clause 10 of this Agreement) equal to the number of days in excess of 23 covered by the said annual leave], Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Settlers' Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day, and the annual leave prescribed in clause 12 of the Former Agreement (as amended by clause 10 of this Agreement) in respect of which the ordinary hours of work laid down in clause 10 of the Former Agreement apply.



## 6. LONE

Klousule 4 van die Vorige Ooreenkoms word soos volg gewysig:

(1) Vervang subklousule (1) deur die volgende:

"(1) Geen lone wat laer is as dié hieronder genoem, gelees met die res van die bepalings van hierdie klousule, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

Geskoolde werknemer:

	Bethal Gebied	Alle ander gebiede wat deur die Raad se Ooreenkom- ste gedek word
	R	R
Met ingang van die datum van inwerking- trekking van die Ooreenkoms en tot 31/10/79.....	2,29	2,86
1/11/79 tot 30/4/80.....	2,40	3,00
1/5/80 tot 31/10/80.....	2,54	3,18
Daarna.....	3,36	3,36"

(2) Vervang subklousule (5) deur die volgende:

"(5) Gereedskapstoelae.—'n Werknemer moet aan 'n werknemer—en vir die toepassing van hierdie subklousule word vakleerlinge in hul vierde en vyfde jaar ook ingesluit—

(a) van wie vereis word om die werk van 'n bankwerker in die maak- of vervaardigingsproses van skrynwerkstukke en/of winkel-, kantoor- en banktoebehore te verrig; of

(b) wat bewerkte houtwerktoebehore aanbring op die terrein van 'n gebou of bouwerk, uitgesonderd die aanbring van vloere, plafonne en dakke;

'n toelae van 4c per uur betaal vir elke uur of gedeelte van 'n uur wat hy aldus werksaam was. Die toelae wat ingevolge hierdie subklousule betaalbaar is, moet ooreenkomstig klousule 7 van die Vorige Ooreenkoms betaal word."

## 7. REGISTRASIE VAN WERKNEMERS

Klousule 8 van die Vorige Ooreenkoms word soos volg gewysig:

Vervang subklousule (1) deur die volgende:

"(1) Enige persoon moet, as hy as 'n geskoolde werknemer in die Nywerheid wil werk, registreer en aansoek doen om 'n registrasiesertifikaat en sodanige dokumentêre of praktiese bewys aan die Raad verskaf as wat die Raad nodig mag ag om die applikant se kwalifikasie vir 'n sertifikaat te staaf.

(a) As 'ambagsman' moet die Raad persone registreer—

(i) wat ingevolge die Wet op Vakleerlinge, 1944, 'n leerkontrak uitgedien het; of

(ii) aan wie 'n vaardigheidssertifikaat kragtens artikel 6 of 'n bedryfsdiploma kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, uitgereik is; of

(iii) wat vir minstens vyf jaar in diens was in die Bounywerheid in Transvaal of elders, in enigeen van die aangewese ambagte kragtens die Wet op Vakleerlinge, 1944; of

(iv) wat ingevolge klousule 29 (2) van die Vorige Ooreenkoms 'n leerlingkontrak uitgedien het.

(b) Die Raad kan na goeddunke as 'ambagsman' registreer ook enige ander persoon wat tot die Raad se tevredenheid kan bewys dat hy op sodanige registrasie geregtig is.

(c) Die Raad kan na goeddunke as 'meesterambagsman' registreer sodanige geskoolde werknemer wat aan die Raad bewys kan lewer dat hy die finale vaardigheidstoets kragtens die Wet op Vakleerlinge, 1944, geslaag het of wat die Raad kan voorsien van aanvaarbare getuigskrifte van werkgevers van aansien dat hy beter gekwalifiseerd is as 'n ambagsman: Met dien verstande dat registrasie as 'n meesterambagsman enkel by goeddunke van die Raad berus.

(d) Die Raad kan na goeddunke aan 'n werknemer 'n tydelike registrasiesertifikaat uitreik wat drie maande geldig is, om hom in staat te stel om behoorlik geregistreer te word.

(e) Elke werknemer aan wie 'n sertifikaat ingevolge hierdie klousule uitgereik is, moet, wanneer hy diens in die Nywerheid aanvaar, dié sertifikaat aan sy werkgever toon, asook op versoek aan 'n agent van die Raad: Met dien verstande dat as sodanige werknemer 'n lid van enige van die vakverenigings is hy die sertifikaat op versoek ook moet toon aan die organisierder(s) van die vakvereniging waarvan hy lid is."

## 6. WAGES

Clause 4 of the Former Agreement is amended as follows:

(1) Substitute the following for subclause (1):

"(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

Skilled employee:

	Bethal Area	All other areas covered by the Councils Agreements
	R	R
With effect from the date of coming into operation of Agreement and up to 31/10/79.....	2,29	2,86
1/11/79 to 30/4/80.....	2,40	3,00
1/5/80 to 31/10/80.....	2,54	3,18
Thereafter.....	3,36	3,36"

(2) Substitute the following for subclause (5):

"(5) Tool allowances.—An employer shall pay an employee who, for the purpose of this subclause, shall include third and fourth year apprentices, who—

(a) is required to do the work of a bench-hand in the process of making or manufacturing any items of joinery and/or shop, office and bank fittings; or

(b) is engaged in the fixing of wrought woodwork fittings on the site of a building or structure, excluding the fixing of floors, ceilings and roofs;

an allowance of 4c per hour for each hour or part of an hour during which he is so employed. The allowance payable in terms of this subclause shall be paid in accordance with the provisions of clause 7 of the Former Agreement."

## 7. REGISTRATION OF EMPLOYEES

Clause 8 of the Former Agreement is amended as follows:

Substitute the following for subclause (1):

"(1) Any person shall, if desirous of working in the Industry as a skilled employee, register and apply for a certificate of registration and furnish the Council with such documentary or practical proof as the Council may deem necessary to substantiate the applicant's qualification for a certificate.

(a) The Council shall register as 'artisan' such persons who have either—

(i) served an apprenticeship contract in terms of the Apprenticeship Act, 1944; or

(ii) been issued with a certificate of proficiency under section 6 or a trade diploma under section 7 of the Training of Artisans Act, 1951; or

(iii) been employed in the Building Industry for at least five years, either in the Transvaal area or elsewhere, in any one of the trades designated under the Apprenticeship Act, 1944; or

(iv) served a learnership contract in terms of clause 29 (2) of the Former Agreement.

(b) The Council may at its discretion also register as 'artisan' any other person who can prove to the Council's satisfaction that he is entitled to such registration.

(c) The Council may at its discretion register as 'master artisan' such skilled employees who can furnish proof to the Council that he has passed the final proficiency test in terms of the Apprenticeship Act, 1944, or who can furnish the Council with acceptable testimonials from reputable employers that he is better qualified than an artisan: Provided that registration as master artisan shall be subject to the sole discretion of the Council.

(d) The Council may at its discretion issue a temporary registration certificate valid for three months to an employee to enable such employee to become properly registered.

(e) Every employee who has been issued with a certificate in terms of this clause shall, upon accepting employment in the Industry produce such certificate to his employer, and also to an agent of the Council on request: Provided that if such employee is a member of any of the trade unions he shall also produce such certificate to the organiser(s) of the trade union of which he is a member on being requested to do so."

## 8. VERBODEN DIENS

Vervang klousule 9 van die Vorige Ooreenkoms deur die volgende:

"(1) Elke werkgewer moet toesien dat niemand behalwe 'n geskoolde werknemer, leerlingambagsman, of 'n vakleerling of 'n kwekeling enige van die werksaamhede in die omskrywing van 'geskoolde werknemer' genoem verrig nie, behalwe dat 'n werksman, graad I, en/of 'n assistent versierder/beglasers en/of 'n leerling assistent versierder/beglasers sodanige werksaamheid mag verrig in soverre dit in die omskrywing van sodanige klas werknemer uiteengesit is.

(2) Behoudens klousule 8 van die Vorige Ooreenkoms (soos gewysig by klousule 7 van hierdie Ooreenkoms) mag niemand behalwe 'n geskoolde werknemer, 'slegs arbeid'-kontraakteur, leerlingambagsman, vakleerling of kwekeling in enige van die werksaamhede in die omskrywing van 'werksman, graad I,' en/of 'n assistent versierder/beglasers en/of 'n leerling assistent versierder/beglasers genoem, mag verrig nie, tensy hy deur die Raad toegelaat is om die betrokke werksaamhede te verrig.

(3) Behoudens artikel 83 van die Wet en ondanks andersluidende bepaling in hierdie Ooreenkoms word geen bepaling wat die indiensneming van 'n persoon verbied, geag die werkgewer vry te stel van betaling van die voorgeskrewe besoldiging wat hy sou moet betaal het en van nakoming van die bepaling wat hy sou moet nagekom het indien sodanige indiensneming verbied was nie, en die werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige bepaling na te kom asof sodanige indiensneming nie verbied was nie."

## 9. OORTYDWERK, BESOLDIGING VIR OORTYDWERK EN WERK OP SEKERE DAE

Vervang klousule 11 van die Vorige Ooreenkoms deur die volgende:

"(1) 'n Werkgewer mag nie oortyd werk of 'n werknemer toelaat of van hom vereis om oortyd te werk nie behalwe die eerste uur van oortyd méér as die werkure voorgeskryf in klousule 10 van die Vorige Ooreenkoms ten opsigte waarvoor geen toestemming vereis word nie.

Toestemming om oortyd te werk wat meer is as die hierbo genoem moet skriftelik vooraf deur die werkgewer van die Raad verkry word, behalwe in noodgevalle, en in so 'n geval moet die werkgewer dit binne die eerste vier uur van die volgende werkdag na sodanige noodtoestand ontstaan het, aan die Raad rapporteer. Vir die toepassing van hierdie Ooreenkoms, word alle tyd wat daar langer gewerk word as die getal gewone werkure wat in klousule 10 van die Vorige Ooreenkoms voorgeskryf word, geag oortydwerk te wees: Met dien verstande dat 'n werknemer vir oortydwerk teen oortydskaal betaal mag word slegs nadat hy 40 uur per week teen sy loonskaal voltooi het, behalwe in die geval waar 'n werknemer gedurende sodanige week by 'n werkgewer in diens getree het en om dié rede nie in staat was om 40 uur gewone tyd te voltooi nie. Voorts met dien verstande dat tyd wat met verlof van sy werkgewer verloor is of wat deur 'n mediese sertifikaat gedek word vir die toepassing van hierdie voorbehoud geag word tyd gewerk te wees.

(2) *Besoldiging.*—'n Werknemer van wie vereis word om buite die ure soos voorgeskryf in klousule 10 van hierdie Ooreenkoms te werk, moet soos volg betaal word:

(a) Vir die eerste uur oortyd gewerk per dag van Maandag tot Vrydag, teen sy loonskaal plus een vyfde daarvan; en

(b) teen een en 'n half maal sy loonskaal vir alle oortyd wat daar langer as een uur per dag van Maandag tot Vrydag en vir alle oortyd wat daar op 'n Saterdag gewerk word, behalwe die Saterdag onmiddellik voor Hemelvaartsdag, en sodanige getal Saterdag onmiddellik voorafgaande die jaarlikse verlof in klousule 12 van die Vorige Ooreenkoms (soos gewysig by klousule 10 van hierdie Ooreenkoms) voorgeskryf gelykstaande aan die getal dae waarmee genoemde jaarlikse verlof 23 dae oorskry, wat as gewone werkdag teen die gewone skaal van besoldiging beskou moet word.

(3) *Besoldiging vir werk op sekere dae.*—'n Werkgewer moet 'n werknemer soos volg betaal: Tensy anders in die vrystellingsertifikaat bepaal, minstens twee maal sy loon vir al die tyd wat hy gewerk het op Sondag, Nuwejaarsdag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte dag, Kersdag en Gesinsdag, en enige ander dae wat deur die jaarlikse verloftydperk in klousule 12 van die Vorige Ooreenkoms (soos gewysig by klousule 10 van hierdie Ooreenkoms) voorgeskryf, gedek word.

## 8. PROHIBITED EMPLOYMENT

For clause 9 of the Former Agreement substitute the following:

"(1) Every employer shall ensure that no person other than a skilled employee, learner artisan, apprentice or a trainee perform any of the operations mentioned in the definition of 'skilled employee' except that an Operative Grade I and/or an assistant decorator/glazier and/or learner assistant decorator/glazier may perform such operations to the extent set out in the definition of that class of employee.

(2) Subject to clause 8 of the Former Agreement (as amended by clause 7 of this Agreement) no person other than a skilled employee, 'labour only' contractor, learner artisan, apprentice or trainee, shall perform any of the operations mentioned in the definition of 'Operative Grade I' and/or assistant decorator/glazier and/or learner assistant decorator/glazier unless he has been permitted by the Council to perform the relevant operations.

(3) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement no provision which prohibits a person to perform an operation shall be deemed to relieve the employer of such a person from paying the remuneration prescribed which he would have had to pay and observing the conditions which he would have had to observe had the performance of the particular operations by the persons concerned not been prohibited and the employer shall continue to pay such remuneration and observe such conditions as if the performance of the particular operations by the person concerned had not been prohibited."

## 9. OVERTIME, PAYMENT FOR OVERTIME AND WORK ON CERTAIN DAYS

For clause 11 of the Former Agreement substitute the following:

"(1) An employer shall not work or require or allow an employee to work overtime, save for the first hour of overtime in excess of the hours of work prescribed in clause 10 of the Former Agreement for which no permission shall be required.

Permission to work overtime in excess of the hours stipulated above shall first be obtained in writing by the employer from the Council except in cases of emergency, in which event the employer shall report to the Council within the first four hours of the next working day after such emergency has arisen. For the purposes of this Agreement, all time worked in excess of the number of ordinary hours of work prescribed in clause 10 of the Former Agreement shall be deemed to be overtime: Provided that an employee shall be paid for overtime at overtime rates only after having completed 40 hours per week at his rate of wages; except in the case where an employee has started with an employer during such week and for that reason has not been able to complete 40 hours ordinary time: Provided further that time lost with his employer's permission or covered by a medical certificate shall for the purposes of this proviso be deemed to be time worked.

(2) *Payment for overtime.*—Any employee who is required to work any time outside the hours as prescribed in clause 10 of this Agreement shall be paid—

(a) at his rate of wages plus one-fifth thereof for the first hour overtime worked per day from Mondays to Fridays; and

(b) at one and a half times his rate of wages for all overtime in excess of one hour per day from Mondays to Fridays, and for any overtime worked on a Saturday, except the Saturday immediately preceding Ascension Day and such number of Saturdays immediately preceding the annual leave prescribed in clause 12 of the Former Agreement (as amended by clause 10 of this Agreement) equal to the number of days in excess of 23 covered by the said annual leave which shall be regarded as ordinary working days at ordinary rates of pay.

(3) *Payment for work on certain days.*—An employer shall pay an employee at least double the rate of his wage unless otherwise stated in the certificate of exemption for all time worked on Sundays, New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Settlers Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day, and any such other days as may be covered by the annual leave period prescribed in clause 12 of the Former Agreement as amended by clause 10 of this Agreement.



(4) Die gewone werkure plus oortydure mag hoogstens 56 uur per week beloop.

(5) 'n Werknemer wat afwesig is van sy werk—

(a) sonder sy werkgever se toestemming; en/of

(b) as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon; en/of

(c) vir enige ander rede wat nie deur die Raad as geldig beskou word nie;

op die werkdag onmiddellik voor of na 'n betaalde openbare vakansiedag genoem in subklousule (3) sal nie op betaling vir sodanige dag/e geregtig wees nie en die werkgever sal geregtig wees om verder van gelde wat die werknemer reeds verdien het, die loon vir die betrokke aantal werkdade waarop hy homself aldus afwesig het in ooreenstemming met die omstandighede hierbo beskryf, met 'n maksimum van twee, af te trek.

(6) Toestemming om skofte te werk moet vooraf skriftelik deur die werkgever van die Raad verkry word en sodanige werk sal onderhewig wees aan die voorwaardes soos deur die Raad in elke geval bepaal. Met dien verstande dat werknemers wat winkelwerk in diens van meesterklipmesselaars verrig, toegelaat sal word om skofte van nie meer as agt ure per skof te werk, sonder dat vooraf toestemming van die Raad verkry is, maar die Raad sal in elke sodanige geval in kennis gestel word."

## 10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Klousule 12 van die Vorige Ooreenkoms word soos volg gewysig:

Vervang subklousule (1) deur die volgende:

"(1) Gedurende die tydperke hieronder genoem, mag geen werk in die Nywerheid deur werkgevers en werknemers verrig word nie:

(a) Tussen 16h30 op 14 Desember 1979 en 07h30 op 7 Januarie 1980;

(b) tussen 16h30 op 12 Desember 1980 en 07h30 op 5 Januarie 1981;

of op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag en Gesinsdag."

## 11. DIENSBEEÏNDIGING

Klousule 13 van die Vorige Ooreenkoms word soos volg gewysig:

Vervang subklousule (1) deur die volgende:

"(1) 'n Werknemer wat sy werk by 'n werkgever wil beëindig en 'n werkgever wat die dienste van 'n werknemer wil beëindig, moet minstens vyf werkdade voor sodanige diensbeëindiging aan die werkgever of die werknemer na gelang van die geval, kennis gee waar sodanige werknemer in 65 dae of meer gewerk het, behalwe dat in die geval van 'n voorman of algemene voorman hierdie kennisgewing van toepassing is ná 22 werkdade diens: Met dien verstande dat dit nie die volgende gevalle raak nie:

(i) Die reg van 'n werkgever of 'n werknemer om diens sonder kennisgewing om 'n regsgeldige rede te beëindig; of

(ii) die werking van verbeurings of boetes wat van toepassing mag wees op 'n werknemer wat dros."

## 12. BEWARING EN VERSKAFFING VAN GEREEDSKAP

Klousule 14 van die Vorige Ooreenkoms word soos volg gewysig:

(1) Vervang subklousule (1) deur die volgende:

"(1) (a) 'n Werkgever moet by alle werkplekke, stukwerkplekke, skure en werkwinkels 'n toesluitplek verskaf waarin die gereedskap van werknemers te alle tye toegesluit kan word.

(b) 'n Werkgever is daarvoor verantwoordelik dat die toesluitplekke te alle tye behoorlik en/of veilig toegesluit gehou word.

(c) 'n Werkgever moet die gereedskap van 'n werknemer teen verlies weens brand verseker.

(d) Indien 'n werkgever versuim om 'n toesluitplek ooreenkomstig paragraaf (a) te verskaf of as 'n werkgever gedurende gewone werkure versuim om 'n toesluitplek behoorlik en/of veilig toegesluit te hou ooreenkomstig paragraaf (b) of as 'n werkgever versuim om die gereedskap van 'n werknemer teen verlies weens brand te verseker, is sodanige werkgever vir die verlies van sodanige gereedskap aanspreeklik as 'n werknemer sy gereedskap as gevolg van sodanige optrede of versuim verloor, en moet hy 'n bedrag deur die Raad bepaal, gelyk aan die waarde van die verlore gereedskap, aan die fonds betaal."

(4) The ordinary hours of work plus overtime shall not exceed 56 hours per week.

(5) An employee who absents himself—

(a) without his employer's permission; and/or

(b) due to illness without being able to produce a medical certificate; and/or

(c) for any other reason not considered valid by the Council;

on the working day immediately before or after a paid public holiday mentioned in subclause (3) shall not be entitled to payment for such day(s) and the employer shall be entitled to further deduct from the employee's wages already earned, the wages for the relevant number of working days, with a maximum of two, on which he has so absented himself in accordance with the circumstances described above.

(6) Permission to work shifts shall first be obtained in writing by the employer from the Council and such work shall be subject to such conditions as determined by the Council in each case. Provided however that employees employed by master masons on shopwork shall be allowed to work shifts of not more than eight hours per shift without permission being first obtained from the Council, but in every such case the Council shall be notified."

## 10. ANNUAL LEAVE AND PUBLIC HOLIDAYS

Clause 12 of the Former Agreement is amended as follows:

Substitute the following for subclause (1):

"(1) No work shall be performed in the Industry by employers and employees during the periods stated hereunder:

(a) Between 16h30 on 14 December 1979 and 07h30 on 7 January 1980;

(b) between 16h30 on 12 December 1980 and 07h30 on 5 January 1981;

or on New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Settlers Day, Kruger Day, the Day of the Covenant, Christmas Day and Boxing Day."

## 11. TERMINATION OF EMPLOYMENT

Clause 13 of the Former Agreement is amended as follows:

Substitute the following for subclause (1):

"(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than five working days notice of such termination of employment to the employer or the employee, as the case may be, where such employee has worked for 65 working days or more except that in the case of a foreman or general foreman the above notice shall apply after completion of 22 working days' service: Provided that this shall not affect—

(i) the right of an employer or an employee to terminate employment without notice for any cause recognised by law as sufficient; or

(ii) the operation of any forfeitures or penalties which may be applicable in respect of an employee who deserts."

## 12. STORAGE AND PROVISION OF TOOLS

Clause 14 of the Former Agreement is amended as follows:

(1) Substitute the following for subclause (1):

"(1) (a) An employer shall provide a lock-up on all jobs, jobbing workshops and workshops; for locking up employees' tools at all times.

(b) An employer shall be responsible for keeping lock-ups properly and/or securely locked at all times.

(c) An employer shall insure the tools of an employee against loss by fire.

(d) If an employer fails to provide a lock-up in terms of paragraph (a), or if an employer fails to keep a lock-up properly and/or securely locked in terms of paragraph (b), or if an employer fails to insure the tools of an employee against loss by fire, such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools, and shall pay to the fund the amount determined by the Council as the value of the tools lost."

(2) Vervang subklousule 2 (k) en (l) deur die volgende:

"(k) Behoudens subklousule (3) (c) hiervan, is die ver naamste oogmerke van die fonds om werknemers te vergoed vir die verlies van gereedskap, noodsaaklik vir hul ambag en gereedskapkiste deur diefstal vanuit toesluitplekke: Met dien verstande dat indien 'n werknemer die gereedskap noodsaaklik vir sy ambagte en sy gereedskapkiste verloor as gevolg van die optrede en/of versuim van 'n werkgever soos beskryf in subklousule (1) (d) die werkgever van sodanige werknemer vir die hele bedrag van die waarde van sodanige verlore gereedskap aanspreeklik is.

(l) 'n Werknemer wat vergoeding vir gereedskap noodsaaklik vir sy ambag en vir sy gereedskapkiste van die fonds wil eis, moet by die Raad 'n skriftelik aansoek indien op die wyse soos deur die Raad bepaal. Geen vergoeding moet uit die fonds betaal word nie tensy 'n applikant die diefstal van gereedskap noodsaaklik vir sy ambag en vir sy gereedskapkiste so gou moontlik by die polisie aangegee het, of as die applikant versuim om aan die Raad die relevante inligting te verstrek wat die Raad mag vereis. Betalings uit die fonds geskied uitsluitlik na goedvinde van die Raad, wie se besluit finaal is, en die Raad hoef geen rede vir enige besluit te verstrek nie: Met dien verstande dat betalings uit die fonds gestaak word wanneer die bedrag wat in die krediet van die fonds staan, daal tot minder as R100, en dat verdere betalings nie hervat word voordat die bedrag wat in die krediet van die fonds staan, weer die bedrag van R400 beloop nie."

(3) Vervang subklousule (b) deur die volgende:

"(6) Werkgewers moet die volgende verskaf in die geval van:

(a) *Messelaars.*

(i) Alle snygereedskap wat gebruik word om vloerteëls, silikabakstene of enige soort baksteen van dieselfde hardheid te sny;

(ii) alle snygereedskap wat gebruik word om gewapende beton te sny;

(iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting om gereedskap skerp te maak;

(iv) maatbande van 15 meter en langer waar vereis.

(b) *Timmermans.*—Alle klampe, handskroewe, lymkwaste, moersleutels, koevert, gwalors wat meer as 30 cm lank is, awegare en bore wat meer as 30 cm lank is en hamers met 'n massa van 1,5 kg of meer, en alle sae en/of snygereedskap wat gebruik word vir die sny van gegolfde asbes of ander materiaal wat net so hard is, klipbore (met wolframpunte) en alle kragaangedrewe gereedskap, maatbande van 15 meter en langer waar vereis.

(c) *Klipmesselaars en klipkappers.*

(i) Gereedskap om graniet of harde klip te bewerk, kloue en alle soorte beitels met wolframpunte;

(ii) geskikte skure vir klipkappers, waarvan die dak minstens 3 m hoog moet wees. Hierdie reël is nie op klein werksies by bouterreine van toepassing nie;

(iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting om gereedskap skerp te maak;

(iv) maatbande van 15 meter en langer waar vereis.

(e) *Pleisteraars.*—Daghaplanke en staanders van 'n geskikte hoogte, rollers, reihoute en alle gereedskap wat uitsluitlik gebruik word om granoliet te lê.

(f) *Loodgieters en gasaanleërs.*

(i) Masjiene wat in die werkwinkel of by 'n werk gebruik word;

(ii) afsteekpenne en klinkstawe en bore van alle groottes;

(iii) draadsnygereedskap soos stokke, en snymoere, snytappe en ratels;

(iv) pypsnijgereedskap en -skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepel;

(vii) beitels, ponse en muurpenne wat langer as 23 cm is;

(viii) soldeerboute en blaaslampe;

(ix) vyle en ystersaaglemme;

(x) drewels wat meer as 5 cm in deursnee is;

(xi) klinknaelstelle van grootte No. 12 en groter, en groefgereedskap;

(xii) plaatmetaalwerkershamers en swaar klophamers;

(xiii) ponse, hol of solied, wat meer as 0,6 cm in deursnee is;

(xiv) moersleutels en tange wat langer as 30 cm is;

(xv) maatbande van 15 meter en langer waar vereis."

(2) Substitute the following for subclause (2) (k) and (l):

"(k) Subject to the provisions of subclause (3) (c) hereof, the principal objects of the fund shall be to compensate employees for the loss of their tools essential to their trades and toolboxes by theft from lock-ups: Provided that if an employee loses his tools essential to his trade(s) and toolbox due to the acts and/or omissions of an employer as described in subclause (1) (d), the employer of such employee shall be responsible for the whole amount of such lost tools.

(l) An employee wishing to claim compensation from the fund for lost tools, essential to his trade(s) and toolbox shall lodge a written application with the Council in such manner as determined by the Council. No payment shall be made by the fund unless an applicant has reported the theft of his tools essential to his trade(s) and toolbox to the police as soon as practicable or if an applicant fails to supply the Council with any relevant information which the Council may require. Payments from the fund are at the absolute discretion of the Council, whose decision shall be final, and the Council shall not be obliged to give any reason for any decision: Provided that the payments from the fund shall cease whenever the amount standing to the credit of the fund falls below R100, and further payment shall not be resumed until the amount standing to the credit of the fund has reached the sum of R400."

(3) Substitute the following for subclause (6):

"(6) Employers shall provide in the case of:

(a) *Bricklayers.*

(i) All cutting tools used for cutting floor tiles, silica bricks or any kind of brick of a similar hardness;

(ii) all cutting tools used for cutting reinforced concrete;

(iii) a competent toolsmith or suitable means and equipment for sharpening tools;

(iv) tapes of 15 m and longer where required.

(b) *Carpenters.*—All cramps, hand screws, glue brushes, wrenches, crowbars, gwalors over 30 cm, augers and bits over 30 cm long, and hammers 1,5 kg and over, and all saws and/or cutting tools used for cutting corrugated asbestos or other material of similar hardness, masonry drills (tungsten tipped) and all power-driven tools, tapes of 15 m and longer where required.

(c) *Masons and stone cutters.*

(i) Tools for working granite or hard stone, claws and tungsten tipped chisels of any kind;

(ii) suitable sheds for stone-cutters, the roof of which must be not less than 3 m high. This rule shall not apply to small jobs on building sites;

(iii) a competent toolsmith or suitable means and equipment for sharpening tools;

(iv) tapes of 15 m and longer where required.

(d) *Painters and paperhangers.*—All tools, except putty knives, dusters and paperhangers' brushes and scissors.

(e) *Plasterers.*—Mortar boards and stands of suitable height, rollers, straight edges, and all tools used exclusively for laying granolithic.

(f) *Plumbers and gas fitters.*

(i) Machines used in shop or on job;

(ii) stake and riveting bars and drills of all sizes;

(iii) screwing tackle, such as stock, dies, taps and ratchet;

(iv) pipe cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) chisels, punches, and wall pins over 23 cm in length;

(viii) soldering irons and blow lamps;

(ix) files and hacksaw blades;

(x) mandrills over 5 cm in diameter;

(xi) rivet sets from No. 12 rivet and over, and grooving tools;

(xii) sheet metal workers' mallets and heavy dressers;

(xiii) punches over 0,6 cm in diameter, hollow or solid;

(xiv) wrenches and tongs over 30 cm in length;

(xv) tape of 15 m and longer where required."



## 13. VERVOER

Klousule 15 van die Vorige Ooreenkoms word gewysig deur die vervanging van subklousule (1) deur die volgende:

"(1) As 'n werkplek binne 'n gebied lê waarop hierdie Ooreenkoms betrekking het en nie binne 'n straal van vyf km nie maar binne 'n straal van 13 km vanaf die hoofkantoor van die dorp waarin die hoofkantoor van die werkgewer geleë is, moet die werkgewer aan 'n werknemer wat op so 'n plek werk 'n toelae betaal van 12c vir elke km of gedeelte van 'n km van die afstand verder as dié straal van vyf km. Die toelae is daaglik vir albei rigtings betaalbaar: Met dien verstande dat, in die geval van 'n werkgewer wat werk onderneem in 'n dorp wat nie voor die begin van sodanige werk die setel van sy onderneming was nie, die terrein van sodanige werk vir die duur daarvan geag word sy hoofkantoor te wees met betrekking tot enige werknemer wat in sodanige dorp in diens geneem word."

## 14. PLATTELANDSE WERK

Klousule 16 van die Vorige Ooreenkoms word gewysig deur die vervanging van subklousule (1) (b) (ii) deur die volgende:

"(ii) geskikte slaapplek naby die werkplek of 'n toelae van R7 ten opsigte van elke nag wat sodanige werknemer van sy huis af weg is."

## 15. AGENTE

Klousule 20 van die Vorige Ooreenkoms word gewysig deur die vervanging van subklousule (2) deur die volgende:

"(2) Die agent mag in die uitvoering van sy pligte 'n tolk saam met hom neem en moet 'n verantwoordelike persoon in diens van die werkgewer kontak na afhandeling van sy ondersoek."

## 16. REGISTRASIE VAN WERKGEWERS EN HEFFING OP LIDMAATSKAP

Klousule 22 van die Vorige Ooreenkoms word soos volg gewysig:

(1) Vervang subklousule (4) (a) deur die volgende:

"(4) (a) Elke werkgewer in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne sewe dae na sodanige datum, of na die datum waarop sodanige werkgewer met werksaamhede begin of op enige latere datum deur die Raad aangedui na gelang van die geval by die Raad 'n waarborg indien wat vir die Raad aanvaarbaar is, om die betaling ten opsigte van sy werknemers te dek van twee weke—

(i) se lone soos voorgeskryf in klousule 4 van die Vorige Ooreenkoms (soos gewysig Klousule 6 van hierdie Ooreenkoms).

(ii) se ander finansiële verpligtings waarvoor die werkgewer kragtens hierdie of enige ander ooreenkoms van die Raad aanspreeklik is:

Met dien verstande dat die minimum waarborg vir 'n bedrag van R500 moet wees."

(2) Vervang subklousule (5) deur die volgende:

"(5) Elke werkgewer wat lid is van een van die werkgewersorganisasies moet ten opsigte van elke geskoolde werknemer wat 16 uur of langer per week, uitgesonderd oortyd, by hom in diens is, aan die Raad *mutatis mutandis* die bedrag van 2c per week betaal in ooreenstemming met die wyse en prosedure soos bepaal in klousule 21 (2) tot en met (8) van die Vorige Ooreenkoms."

Geteken te Johannesburg op hierdie 26ste dag van April 1979.

N. G. LEVEY, Voorsitter.

G. H. BEETGE, Ondervoorsitter.

D. B. EHLERS, Hoofsekretaris.

No. R. 1601

20 Julie 1979

## WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

## BOU- EN MONUMENTKLIPMESSSEL- NYWERHEID (TRANSVAAL)

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing

## 13. TRANSPORT

Clause 15 of the Former Agreement and is amended by substituting the following for subclause (1):

"(1) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of five kilometres, but within a radius of 13 kilometres from the principal post office of the town in which the head office of the employer is situated, the said employer shall pay to any employee who is working on such a job an allowance of 12c for every kilometre or portion of a kilometre of the distance beyond such five kilometre radius. The allowance shall be payable for both ways daily: Provided that in the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, the site of such work shall for the duration thereof be deemed to be his head office in relation to any employee engaged in such town."

## 14. COUNTRY JOBS

Clause 16 of the Former Agreement is amended by substituting the following for subclause (1) (b) (ii):

"(ii) suitable sleeping accommodation in proximity to the place of work or an allowance of R7 in respect of every night such employee spends away from home."

## 15. AGENTS

Clause 20 of the Former Agreement is amended by substituting the following for subclause (2):

"(2) The agent in the course of fulfilling his duties may take with him an interpreter and shall contact a responsible person in the employ of the employer after his investigation."

## 16. REGISTRATION OF EMPLOYERS AND MEMBERSHIP LEVY

Clause 22 of the Former Agreement is amended as follows:

(1) Substitute the following for subclause (4) (a):

"(4) (a) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall, within seven days of such date, or of the date on which such employer commences operations, as the case may be, or at any later date stipulated by the Council, lodge with the Council a guarantee acceptable to the Council, to cover the payment in respect of his employees for two weeks—

(i) wages as prescribed in clause 4 of the Former Agreement (as amended by clause 6 of this Agreement)

(ii) other financial obligations for which an employer is liable in terms of this or any other agreement of the Council:

Provided that the minimum guarantee shall be for an amount of R500."

(2) Substitute the following for subclause (5):

"(5) Every employer who is a member of one of the employers' organisations shall in respect of every skilled employee employed by him for 16 hours or more during a week, excluding overtime, pay to the Council *mutatis mutandis* in accordance with the manner and procedure laid down in clause 21 (2) to (8), inclusive, of the Former Agreement, the amount of 2c per week."

Signed at Johannesburg this 26th day of April 1979.

N. G. LEVEY, Chairman.

G. H. BEETGE, Vice-Chairman.

D. B. EHLERS, General Secretary.

No. R. 1601

20 July 1979

## FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

## BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL)

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice

in verband met die Bou- en Monumentklipmesselnywerheid (Transvaal), gepubliseer by Goewermentskennisgewing R. 1600 van 20 Julie 1979, oor die algemeen vir werknemers wie se werkeure en besoldigingen op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 1602

20 Julie 1979

### WET OP NYWERHEIDSVERSOENING, 1956

#### BOU- EN MONUMENTKLIPMESSELNYWERHEID (TRANSVAAL).—HERBEKRAGTIGING VAN VAKANSIEFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid (Transvaal), betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 November 1979 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 November 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Mannekragbenutting.

#### BYLAE

#### NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSVAAL)

#### VAKANSIEFONDSOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Master Builders' and Allied Trades Association (Witwatersrand)

Pretoria Master Builders' and Allied Trades Association

Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

relating to the Building and Monumental Masonry Industries (Transvaal), published under Government Notice R. 1600 of 20 July 1979, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 1602

20 Julie 1979

### INDUSTRIAL CONCILIATION ACT, 1956

#### BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL).—RE-ENACTMENT OF HOLIDAY FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industry (Transvaal), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 21 November 1979, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 21 November 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

#### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL)

#### HOLIDAY FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Master Builders' and Allied Trades Association (Witwatersrand)

Pretoria Master Builders' and Allied Trades Association

Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry

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

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

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



## 1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bou- en Monument-klipmesselnywerheid nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewers-organisasies en alle werknemers wat lede is van die vakverenigings;

(b) (i) in die landdrostrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n straal van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, val, Roodepoort, Springs en Wonderboom), uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria, val), die gebied binne 'n radius van 48,28 km vanaf Hoofposkantoor, Krugersdorp; die gebied binne 'n radius van 32,18 km vanaf Hoofposkantoor, Vereeniging; die gebied binne 'n radius van 32,18 km vanaf Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde radius val; die gebiede binne 'n radius van 16,09 km vanaf Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrostrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n radius van 32,18 km vanaf Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermenskennisgewing 551 van 29 Maart 1956, binne die landdrostrik Pretoria, geval het).

(ii) in die landdrostrik Bethal (met inbegrip van daardie gedeelte van die landdrostrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrostrik Bethal geval het) ten opsigte van die uitdrukking Bounywerheid—

(aa) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika sal omvat nie; en

(bb) onderworpe wees aan die bepalings van Hoofstuk V van die Afbakeningsvasstelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid Transvaal, Durban en Pietermaritzburg en noordelike gebiede.

(2) Ondanks subklousule (1) geld hierdie Ooreenkoms ten opsigte van—

(a) alle werknemers vir wie toelaes in hierdie Ooreenkoms voorgeskryf word en wat in die genoemde nywerhede in diens is;

(b) alle vakleerlinge slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie met daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

## 2. GELDIGHEDSTERMYN VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet mag vasstel en bly van krag vir 'n tydperk eindigende 21 November 1979 of vir dié tydperk wat hy mag bepaal.

## 3. SPESIALE BEPALINGS

Die bepalings van klousule 11 (11) en 15 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 2040 van 18 November 1970, soos gewysig by Goewermenskennisgewings R. 1947 van 22 Oktober 1971, R. 995 van 9 Junie 1972, R. 1802 van 13 Oktober 1972, R. 2010 van 26 Oktober 1973, R. 1963 van 25 Oktober 1974, R. 2025 van 24 Oktober 1975, R. 1960 van 22 Oktober 1976, R. 2136 van 21 Oktober 1977 en R. 2103 van 20 Oktober 1978 (hierna die "Vorige Ooreenkoms" genoem) sal van toepassing wees op werkgewers en werknemers.

## 4. ALGEMENE BEPALINGS

Die bepalings van klousules 3 tot 11 (10), 11 (12), 12 tot 14, 16 en 17 van die Vorige Ooreenkoms sal van toepassing wees op werkgewers en werknemers.

Geteken te Johannesburg op hierdie 26ste dag van April 1979.

N. G. LEVEY, Voorsitter.

G. H. BEETGE, Ondervoorsitter.

D. B. EHLERS, Hoofsekretaris.

## 1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

(a) by all employers who are members of the employers' organisations and all employees who are members of the trade unions;

(b) (i) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria), the area within a radius of 48,28 km from the General Post Office, Krugersdorp; the area within a radius of 32,18 km from the General Post Office, Vereeniging; the area within a radius of 32,18 km from the General Post Office, Pretoria (excluding that portion of the Black Area Uitvalgrond JQ 4341 which falls within the said radius); the areas within a radius of 16,09 km from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32,18 km from the General Post Office, Pretoria, and which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria).

(ii) in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 fell within the Magisterial District of Bethal) in respect of which the expression "Building Industry" shall—

(aa) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

(bb) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas.

(2) Notwithstanding the provisions of subclause (1), this Agreement shall apply to—

(a) all employees for whom allowances are prescribed in this Agreement and who are employed in the said Industries;

(b) all apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder;

(c) trainees in terms of the Training of Artisans' Act, 1951, only to the extent to which they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force for a period ending 21 November 1979 or for such period as may be determined by him.

## 3. SPECIAL PROVISIONS

The provisions of clauses 11 (11) and 15 of the Agreement published under Government Notice R. 2040 of 18 November 1970, as amended by Government Notices R. 1947 of 22 October 1971, R. 995 of 9 June 1972, R. 1802 of 13 October 1972, R. 2010 of 26 October 1973, R. 1963 of 25 October 1974, R. 2025 of 24 October 1975, R. 1960 of 22 October 1976, R. 2136 of 21 October 1977 and R. 2103 of 20 October 1978 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions of clauses 3 to 11 (10), 11 (12), 12 to 14, 16 and 17 of the Former Agreement shall apply to employers and employees.

Signed at Johannesburg this 26th day of April 1979.

N. G. LEVEY, Chairman.

G. H. BEETGE, Vice-Chairman.

D. B. EHLERS, General Secretary.

No. R. 1603

20 Julie 1979

## WET OP NYWERHEIDSVERSOENING, 1956

## BOU- EN MONUMENTKLIPMESSELNYWERHEID (TRANSVAAL).—HERBEKRAGTIGING VAN BYSTANDSFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid (Transvaal) betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 September 1982 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2 (1), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 September 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Mannekragbenutting.

## BYLAE

## NYWERHEIDSRaad VIR DIE BOUNYWERHEID (TRANSVAAL)

## BYSTANDSFONDSOOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Master Builders' and Allied Trades Association (Witwatersrand)

Pretoria Master Builders' and Allied Trades Association

Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

## 1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasies en alle werknemers wat lede is van die vakverenigings;

(b) (i) in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n radius van 48,28 km vanaf Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n radius van 32,18 km vanaf Hoofposkantoor, Pretoria, val), die gebied binne 'n radius van 48,28 km vanaf Hoofposkantoor, Krugersdorp; die gebied binne 'n radius

No. R. 1603

20 July 1979

## INDUSTRIAL CONCILIATION ACT, 1956

## BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL).—RE-ENACTMENT OF BENEFIT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industry (Transvaal), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 22 September 1982 upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2 (1), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 22 September 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

## SCHEDULE

## INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL)

## BENEFIT FUND AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Master Builders' and Allied Trades Association (Witwatersrand)

Pretoria Master Builders' and Allied Trades Association

Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry

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

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

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

## 1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

(a) by all employers who are members of the employers' organisations and all employees who are members of the trade unions;

(b) (i) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria) the area within a radius of 48,28 km from the General Post Office, Krugersdorp; the area within



van 32,18 km vanaf Hoofposkantoor, Vereeniging; die gebied binne 'n radius van 32,18 km vanaf Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde radius val); die gebiede binne 'n radius van 16,09 km vanaf Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrostdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n radius van 32,18 km vanaf Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermmentskennisgewing 551 van 29 Maart 1956, binne die landdrostdistrik Pretoria, geval het).

(ii) in die landdrostdistrik Bethal (met inbegrip van daardie gedeelte van die landdrostdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrostdistrik Bethal geval het) ten opsigte van die uitdrukking "Bounywerheid"—

(aa) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika sal omvat nie; en

(bb) onderworpe wees aan die bepalings van Hoofstuk V van die Afbakeningsvasstelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms slegs op geskoolde werknemers van toepassing.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

(1) Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel, en bly van krag tot 22 September 1982, of vir sodanige tydperk as wat hy mag bepaal.

(2) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk, en daar nie binne drie maande na sodanige verstryking 'n nuwe ooreenkoms gesluit is om die Bystandsfonds in werking te hou nie, moet die Bystandsfonds geadmistreer word deur die Federated Employers' Insurance Company Limited, en indien daar nie binne twee jaar na die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan 'n nuwe ooreenkoms gesluit is nie, of indien die Bystandsfonds nie binne genoemde tydperk deur genoemde Maatskappy oorgedra is aan 'n ander fonds wat vir dieselfde doel in die lewe geroep is as dié waarvoor die Bystandsfonds oorspronklik gestig is nie, moet die Bystandsfonds ingevolge klousule 11 van die Vorige Ooreenkoms deur die Federated Employers' Insurance Company Limited gelikwedeer word.

## 3. ALGEMENE BEPALINGS

Die bepalings van klousules 3 tot 13 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 674 van 25 April 1969, soos gewysig by Goewermmentskennisgewings R. 3533 van 17 Oktober 1969, R. 980 van 19 Junie 1970, R. 1948 van 22 Oktober 1971, R. 1045 van 22 Junie 1973, R. 2011 van 26 Oktober 1973, R. 1960 van 25 Oktober 1974, R. 2026 van 24 Oktober 1975, R. 697 van 23 April 1976, R. 1961 van 22 Oktober 1976, R. 2137 van 21 Oktober 1977, R. 2104 van 20 Oktober 1978 en R. 606 van 23 Maart 1979 (hierin die "Vorige Ooreenkoms" genoem) sal van toepassing wees op werkgewers en werknemers.

Geteken te Johannesburg op hierdie 26ste dag van April 1979.

N. G. LEVEY, Voorsitter.

G. H. BEETGE, Ondervoorsitter.

D. B. EHLERS, Hoofsekretaris.

No. R. 1604

20 Julie 1979

## WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

### BOU- EN MONUMENTKLIPMESSSELNYWERHEID (TRANSVAAL).—VRYSTELLING VAN SIEKTE-VERLOFBEPALINGS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, stel hierby, kragtens artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941,

a radius of 32,18 km from the General Post Office, Vereeniging; the area within a radius of 32,18 km from the General Post Office, Pretoria (excluding that portion of the Black Area Uitvalgrond JQ 4341 which falls within the said radius); the areas within a radius of 16,09 km from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32,18 km from the General Post Office, Pretoria, and which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria).

(ii) in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which, prior to 1 March 1979, fell within the Magisterial District of Bethal) in respect of which the expression "Building Industry" shall—

(aa) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

(bb) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall only apply to skilled employees.

## 2. PERIOD OF OPERATION OF AGREEMENT

(1) This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force for a period ending 22 September 1982 or 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 Benefit Fund within three months from the expiry of this Agreement or any extension thereof, the Benefit Fund shall be administered by the Federated Employers' Insurance Company 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, or the Benefit Fund not being transferred by the said Company within such period to any other fund constituted for the same purpose as that for which the Benefit Fund was originally created, the Benefit Fund shall be liquidated by the Federated Employers' Insurance Company Limited, in terms of clause 11 of the Former Agreement.

## 3. GENERAL PROVISIONS

The provisions of clauses 3 to 13 of the Agreement published under Government Notice R. 674 of 25 April 1969, as amended by Government Notices R. 3533 of 17 October 1969, R. 980 of 19 June 1970, R. 1948 of 22 October 1971, R. 1045 of 22 June 1973, R. 2011 of 26 October 1973, R. 1960 of 25 October 1974, R. 2026 of 24 October 1975, R. 697 of 23 April 1976, R. 1961 of 22 October 1976, R. 2137 of 21 October 1977, R. 2104 of 20 October 1978 and R. 606 of 23 March 1979 (herein referred to as the "Former Agreement") shall apply to employers and employees.

Signed at Johannesburg this 26th day of April 1979.

N. G. LEVEY, Chairman.

G. H. BEETGE, Vice-Chairman.

D. B. EHLERS, General Secretary.

No. R. 1604

20 July 1979

## FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

### BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL).—EXEMPTION FROM SICK LEAVE PROVISIONS

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941,

en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1603 van 20 Julie 1979, kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 1605

20 Julie 1979

#### WET OP NYWERHEIDSVERSOENING, 1956

#### BOU- EN MONUMENTKLIPMESSSELNYWERHEID (TRANSVAAL).—HERBEKRAKTIGING VAN NIE-AMBAGSMANOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid (Transvaal) betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 April 1981 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 3, van Deel I en 12 van Deel II, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 April 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (2) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 3 van Deel I en 12 van Deel II, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 April 1981 eindig, in die gebiede gespesifiseer in klousule 1 (2) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

#### BYLAE

#### NYWERHEIDSRaad VIR DIE BOUNYWERHEID (TRANSVAAL)

#### (NIE-AMBAGSMANOOREENKOMS)

#### OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice R. 1603 of 20 July 1979, may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 1605

20 July 1979

#### INDUSTRIAL CONCILIATION ACT, 1956

#### BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL).—RE-ENACTMENT OF NON-ARTISAN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industry (Transvaal), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 26 April 1981, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 3 of Part I and 12 of Part II, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 26 April 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (2) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of Part I of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 26 April 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 3 of Part I and 12 of Part II, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

#### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL)

#### (NON-ARTISANS AGREEMENT)

#### AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the



Master Builders' and Allied Trades Association (Witwatersrand)

Pretoria Master Builders' and Allied Trades Association

Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of S.A.

Blanke Bouwerkersvakbond

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

## DEEL I.—ALGEMEEN

### 1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid nagekom word—

(1) deur alle werkgewers wat lede is van die werkgewersorganisasies en alle werknemers wat lede is van die vakverenigings;

(2) (a) in die landdrosdistrikte Alberton, Benoni, Boksburg, Brakpan [uitgesonderd enige gedeeltes van laasgenoemde twee landdrosdistrikte wat voor die publikasie van Goewermetskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg (Transvaal) maar buite 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Heidelberg, geval het, en uitgesonderd enige gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Goewermetskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel maar buite 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Nigel, geval het], Germiston, Heidelberg (Transvaal) (uitgesonderd die gebied wat buite 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Heidelberg, val), Johannesburg (uitgesonderd enige gedeelte wat voor die publikasie van Goewermetskennisgewing 1383 van 11 September 1964 binne die landdrosdistrik Roodepoort maar buite 'n straal van 48,28 kilometer vanaf die Hoofposkantoor, Krugersdorp, geval het), Kempton Park (uitgesonderd enige gedeelte wat voor die publikasie van Goewermetskennisgewing 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria maar buite 'n straal van 32,18 kilometer vanaf die Hoofposkantoor, Pretoria, geval het), Nigel (uitgesonderd die gebied wat buite 'n straal van 16,09 kilometer vanaf die Hoofposkantoor, Nigel, val), Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n straal van 48,28 kilometer vanaf die Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 kilometer vanaf die Hoofposkantoor, Pretoria, val), en in die gebiede binne 'n straal van 42,28 kilometer vanaf die Hoofposkantoor, Krugersdorp, 32,18 kilometer vanaf die Hoofposkantore van onderskeidelik Vereeniging en Pretoria (uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne laasgenoemde straal val), en 16,09 kilometer vanaf die Hoofposkantore van onderskeidelik Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank;

(b) in die landdrosdistrik Bethal (met inbegrip van daardie gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrosdistrik Bethal geval het) ten opsigte waarvan die uitdrukking "Bounywerheid"—

(i) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika sal omvat nie; en

(ii) onderworpe sal wees aan die bepalings van Hoofstuk V van die Abakeningsvasstelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

### 2. GELDIGHEIDSTERMYN VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet mag vasstel en bly van krag vir 'n tydperk eindigende 26 April 1981 of vir dié tydperk wat hy mag bepaal.

Master Builders' and Allied Trades Association (Witwatersrand)

Pretoria Master Builders' and Allied Trades Association

Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry

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

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

(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).

## PART 1.—GENERAL

### 1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

(1) by all employers who are members of the employers' organisations and all employees who are members of the trade unions;

(2) (a) in the Magisterial Districts of Alberton, Benoni, Boksburg, Brakpan [excluding any portion of the last-mentioned two magisterial districts which, prior to the publication of Government Notice 1779 of 6 November 1964, fell within the Magisterial District of Heidelberg (Transvaal) but outside a radius of 16,09 kilometres from the General Post Office, Heidelberg, and excluding any portion of the Magisterial District of Brakpan which, prior to the publication of Government Notice 498 of 1 April 1966, fell within the Magisterial District of Nigel but outside a radius of 16,09 kilometres from the General Post Office, Nigel], Germiston, Heidelberg (Transvaal) (excluding the area falling outside a radius of 16,09 kilometres from the General Post Office, Heidelberg), Johannesburg (excluding any portion which, prior to the publication of Government Notice 1383 of 11 September 1964, fell within the Magisterial District of Roodepoort but outside a radius of 48,28 kilometres from the General Post Office, Krugersdorp), Kempton Park (excluding any portion which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria but outside a radius of 32,18 kilometres from the General Post Office, Pretoria), Nigel (excluding the area falling outside a radius of 16,09 kilometres from the General Post Office, Nigel), Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 kilometres of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 kilometres of the General Post Office, Pretoria) and in the areas within radii of 48,28 kilometres from the General Post Office, Krugersdorp, 32,18 kilometres from the General Post Offices, Vereeniging and Pretoria, respectively (excluding that portion of the Black Area Uitvalgrond JQ 4341 falling within the latter radius), and 16,09 kilometres from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, respectively;

(b) in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 fell within the Magisterial District of Bethal) in respect of which the expression "Building Industry" shall—

(i) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and

(ii) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas.

### 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister and shall remain in force for the period ending 26 April 1981 or for such period as may be determined by him.

## 3. SPESIALE BEPALINGS

Die bepalinge van klousule 17 (soos gewysig by klousule 12 hieronder), 21 (5) en 22 (3) van Deel II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1828 van 13 Oktober 1972 soos gewysig by Goewermentskennisgewings R. 2249 van 29 November 1974, R. 935 van 9 Mei 1975, R. 81 van 16 Januarie 1976, R. 696 van 23 April 1976, R. 1959 van 22 Oktober 1976, R. 2138 van 21 Oktober 1977, R. 2108 van 20 Oktober 1978 en R. 607 van 23 Maart 1979 (hierna die "Vorige Ooreenkoms" genoem) sal van toepassing wees op werkgewers en werknemers.

## 4. ALGEMENE BEPALINGS

Die bepalinge van klousule 4 (soos gewysig by klousule 6 van hierdie Ooreenkoms), 7 en 9 (soos gewysig by klousule 10 hieronder), 10 tot 16 (soos gewysig by klousule 11 hieronder), 18 (soos gewysig by klousule 13 hieronder), 19 tot 21 (1) tot (4) (soos gewysig by klousule 14 hieronder), 21A tot 22 (2), 23 en 24 van Deel II en Deel III van die Vorige Ooreenkoms sal van toepassing wees op werkgewers en werknemers.

## 5. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Gebied A" die landdrosdistrikte Alberton, Benoni, Germiston, Boksburg, Brakpan [uitgesonderd enige dele van laasgenoemde twee landdrosdistrikte wat vóór die publikasie van Goewermentskennisgewing 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het, maar buitekant 'n radius van 16,09 km vanaf die Hoofposkantoor, Heidelberg, en uitgesonderd enige gedeelte van die landdrosdistrik Brakpan wat vóór die publikasie van Goewermentskennisgewing 498 van 1 April 1966 binne die landdrosdistrik Nigel geval het, maar buitekant 'n radius van 16,09 km vanaf die Hoofposkantoor, Nigel, Heidelberg (Transvaal)] [uitgesonderd die gebied buitekant 'n radius van 16,09 km vanaf die Hoofposkantoor, Heidelberg (Transvaal)], Johannesburg (uitgesonderd enige gedeelte wat voor die publikasie van Goewermentskennisgewing 1383 van 11 September 1964 binne die landdrosdistrik Roodepoort geval het maar buitekant 'n radius van 48,28 km vanaf die Hoofposkantoor, Krugersdorp), Kempton Park (uitgesonderd enige deel wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het, maar buitekant 'n radius van 32,18 km vanaf die Hoofposkantoor, Pretoria), Nigel (uitgesonderd die gebied buitekant 'n radius van 16,09 km vanaf die Hoofposkantoor, Nigel), Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n straal van 24,13 km vanaf die Hoofposkantoor, Krugersdorp, val), Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 km vanaf die Hoofposkantoor, Pretoria val), en die gebiede binne 'n radius van 24,13 km vanaf die Hoofposkantoor, Krugersdorp, 32,18 km vanaf die Hoofposkantoor, Pretoria (uitgesonderd daardie deel van die landdrosdistrik Brits wat binne genoemde radius van 32,18 km val en uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341, wat binne hierdie radius val, en 16,09 km vanaf die Hoofposkantoor, Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) en Witbank;

"Gebied B" die gebied buite 'n radius van 24,13 km maar binne 'n radius van 48,28 km vanaf die Hoofposkantoor, Krugersdorp, uitgesonderd gedeeltes van die landdrosdistrikte wat binne hierdie radius val en alreeds in die omskrywing van Gebied A ingesluit is; die gebied buite 'n radius van 16,09 km maar binne 'n radius van 32,18 km vanaf die Hoofposkantoor, Vereeniging, en daardie gedeelte van die landdrosdistrik Brits, wat binne 'n radius van 32,18 km vanaf die Hoofposkantoor, Pretoria, val; in die landdrosdistrik Bethal (met inbegrip van daardie gedeelte van die landdrosdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrosdistrik Bethal geval het) ten opsigte waarvan die uitdrukking "Bounywerheid"—

(1) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika sal omvat nie; en

## 3. SPECIAL PROVISIONS

The provisions of clauses 17 (as amended by clause 12 hereunder), 21 (5) and 22 (3) of Part II of the Agreement published under Government Notice R. 1828 of 13 October 1972 as amended by Government Notices R. 2249 of 29 November 1974, R. 935 of 9 May 1975, R. 81 of 16 January 1976, R. 696 of 23 April 1976, R. 1959 of 22 October 1976, R. 2138 of 21 October 1977, R. 2108 of 20 October 1978 and R. 607 of 23 March 1979 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions of clauses 4 (as amended by clause 6 of this Agreement), 7 and 9 (as amended by clause 10 hereunder), 10 to 16 (as amended by clause 11 hereunder), 18 (as amended by clause 13 hereunder), 19 to 21 (1) to (4) (as amended by clause 14 hereunder), 21A to 22 (2), 23 and 24 of Part II and Part III of the Former Agreement shall apply to employers and employees.

## 5. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an act shall include any amendment of such act; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"Area A" means the Magisterial Districts of Alberton, Benoni, Germiston, Boksburg, Brakpan [excluding any portions of the two last-mentioned Magisterial Districts which, prior to the publication of Government Notice 1779 of 6 November 1964 fell within the Magisterial District of Heidelberg but outside a radius of 16,09 km of the General Post Office, Heidelberg, and excluding any portion of the Magisterial District of Brakpan which prior to the publication of Government Notice 498 of 1 April 1966 fell within the Magisterial District of Nigel but outside a radius of 16,09 km of the General Post Office, Nigel], Heidelberg (Transvaal) [excluding the area falling outside a radius of 16,09 km of the General Post Office, Heidelberg (Transvaal)], Johannesburg (excluding any portion which prior to the publication of Government Notice 1383 of 11 September 1964 fell within the Magisterial District of Roodepoort but outside a radius of 48,28 km of the General Post Office, Krugersdorp), Kempton Park (excluding any portion which prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria but outside a radius of 32,18 km of the General Post Office, Pretoria), Nigel (excluding the area falling outside a radius of 16,09 km of the General Post Office, Nigel), Randburg, Randfontein (excluding that portion which falls outside a radius of 24,13 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria) and the areas within a radius of 24,13 km of the General Post Office, Krugersdorp, 32,18 km of the General Post Office, Pretoria (excluding that portion of the Magisterial District of Brits falling within the said radius of 32,18 km and excluding that portion of the Black Area Uitvalgrond JQ 4341 falling within this radius) and within the radius of 16,09 km of the General Post Offices, Vereeniging, Potchefstroom, Klerksdorp, Middelburg (Transvaal) and Witbank respectively;

"Area B" means the area outside a radius of 24,13 km but within a radius of 48,28 km of the General Post Office, Krugersdorp, excluding portions of the Magisterial Districts falling within this radius and already embraced in the definition of Area A; the area outside a radius of 16,09 km but within a radius of 32,18 km from the General Post Office, Vereeniging, and that portion of the Magisterial District of Brits which falls within a radius of 32,18 km of the General Post Office, Pretoria; in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 fell within the Magisterial District of Bethal) in respect of which the expression "Building Industry" shall—

(1) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and



(2) onderworpe sal wees aan die bepalings van Hoofstuk V van die Afbakeningsvasstelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede;

"ambagsman" 'n werknemer wat een of meer van die volgende werksaamhede verrig in een of meer van die ambagte hieronder aangedui:

*Asfaltering, waterdigting en/of vogdigting.*—Periodieke toesig oor werksmanne wat die asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere doen.

*Bloklêwerk.*—Die plasing van blokke; hoeke in die lood bring; rifvoegwerk; die oprigting van setmate en die plasing daarvan in posisie vir bouwerk en alle latere stelwerk daaraan, en die plasing van vensters en deurkosyne in posisie, maar uitgesonderd—

(a) die lê van blokke volgens 'n setmaat;

(b) die lê van blokke wat nie in dagha of mastik gelê word nie;

(c) die lê van blokke in die konstruksie van betonvloere en betondakke.

*Messelwerk.*—Uitlê; hoogtes bepaal; bakstene en/of ander materiale afwerk; hoeke, staanders en plankprofile, met inbegrip van staalstaanders vir muurwerk, in die lood bring; rifvoegwerk.

*Timmerwerk, skrynerwerk, kantoor-, winkel- en bankuitrustingswerk.*—Afmerkwark; uitlêwerk; montering en vassit van vaste toebehoere; saagwerk, skaafwerk en die vassit van afgewerkte houtwerk; montering van komposisiemateriaal en onbewerkte timmerhout en die vassit daarvan; montering van kombuistoebere; die vassit van gegolfde sink- en asbesplate aan agterwerk of hegstukke van hout; leiteëls, harvey-teëls, of soortgelyke materiale, asbesteëls en houtdakspaan vassit.

*Rioolaanlegwerk.*—Afmerk, uitlê, toesig hou oor en die lê van pype volgens 'n helling.

*Vloerlêwerk.*—Uitmerkwark; die saag en vassit van houtstrookvloere; die lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal na voltooiing van die voorbereidende werksaamhede.

*Ruit-in-lood-werk.*—Die afmerk van patrone of tekeninge op bord; die sny van glas; die bekleding van glas met lood; soldeerwerk en die invoeging van binddraad.

*Metaalwerk.*—Merk- en afmerkwark; die opstelling van en toesighouding oor masjiene; handsweis- en/of sweissoldeerwerk; handboorwerk en/of die maak van tapgate met die hand; finale vyl- en/of monterwerk; die vasstel van sierrmetaalwerk, metaalrame en metaaltrappe, boumetaalwerk en uitgedrukte metaal.

*Verf- en versierwerk/beglasing.*—Kleurwerk; stippelwerk; muurplakwerk; letterskilderwerk; die aanbring van verf, vernis en/of ander materiaal, met inbegrip van Kenitex, op alle oppervlakke; die sny van glas of soortgelyke materiaal; die aanbring van voorstopverf; die vassit van ruitkraallyste, maar uitgesonderd—

(a) die aanbring van witkalk en sementstryksel aan alle oppervlakke;

(b) die aanbring van dekoratiewe bitumastiek aan rioolpype;

(c) die aanbring van die eerste verflaag aan staaloppervlakke wat in die winkel 'n grondlaag ontvang het;

(d) die aanbring van 'n vloeiware herverglanser aan baksteenwerk of slasto;

(e) die aanbring van verf aan dakke, geute en geutpype;

(f) die aanbring van chemiese kleefstowwe aan sinkdakke met 'n verfkwas;

(g) die bespuiting van dakke met Kenitex of dergelike stowwe; en

(h) alle werksaamhede ter voorbereiding vir die aanbring van Kenitex of dergelike stowwe.

*Pleister-, afvlakings- en granolitiese werk.*—Die bereiding van voorlopige gidspleisterwerk; die beraping van materiaal op ruwe oppervlakke; afwerking met die hand na afvlakking met 'n reihout; die aanbring van vergruisde klip aan kleefstof op mure; afskuim.

*Loodgieterswerk.*—Uitmerk- en afmerkwark; die finale vassit van pype en toebehoere wat gemonteer is.

*Staalwerk.*—Die uitlê van raamwerke wat nodig is vir die giet van 'n blad; die in posisie plaas van die bout wat in die blad geplaas word; toesighouding oor die buig, plasing en vassit in posisie van staal en staalkonstruksie.

(2) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas;

"artisan" means an employee performing any one or more of the following operations in any one or more of the trades indicated below:

*Asphalting, waterproofing and/or dampproofing.*—Periodic supervision of operatives engaged on asphalting, waterproofing and/or dampproofing to roofs, walls, ceilings and/or floors.

*Blocklaying.*—Setting blocks; lumbing angles; tuck pointing; the erecting, setting into position for building and all subsequent adjustment of jigs, and the setting into position of windows and door jambs, but excluding—

(a) the laying of blocks to a jig;

(b) the laying of blocks not bedded in mortar or mastic;

(c) the laying of blocks in the construction of concrete floors and concrete roofs.

*Bricklaying.*—Setting out; determining levels; setting bricks and/or other materials; plumbing angles, uprights and profiles, including stanchions for walling; tuck pointing.

*Carpentry, joinery, office, shop and bank fitting.*—Marking out; setting out; assembly and fixing of fittings; cutting, planing and fixing finished woodwork; assembling and fixing composition materials and rough timbers; assembling of kitchen fittings; fixing of corrugated iron and asbestos sheets to wooden backing or grounds; fixing of slate tiles, harvey tiles, or similar materials, asbestos slates and wooden shingles.

*Drainlaying.*—Marking out, setting out, supervising and laying of pipes to falls.

*Floorlaying.*—Marking out; cutting and fixing of wooden strip flooring; setting of flooring blocks, tiles, sheeting and similar materials after completion of preparatory operations.

*Lead-light making.*—Setting out of templates or drawings on boards; cutting of glass; leading of glass; soldering and the insertion of fixing wires.

*Metal work.*—Marking and setting out; setting up and supervising machines; hand welding and/or brazing; drilling and/or tapping by hand; final filing and/or assembly; the fixing of builders' smithwork, metal frames and metal stairs, architectural work, and extruded metal.

*Painting and decorating/glazing.*—Tinting; stippling; paper-hanging; signwriting; applying paint, varnish, and/or other materials, including Kenitex, to all surfaces; cutting of glass or similar materials; face puttying; fixing glazing beads, but excluding—

(a) the application of lime wash and cement wash to all surfaces;

(b) the application of decorative bitumastic to sewage pipes;

(c) the application of the first coat of paint on shop coated steel surfaces;

(d) the application of any liquid reviver to brickwork or slasto;

(e) the application of paint to roofs, gutters and downpipes;

(f) applying chemical adhesive to corrugated iron roofs by means of a paint brush;

(g) spraying of roofs with Kenitex or similar materials; and

(h) all work preparatory to the application of Kenitex or similar materials.

*Plastering, screeding and granolithic.*—Preparing preliminary ruling screeds; rendering materials to rough surfaces; finishing off by hand after ruling off; applying crushed stone to adhesive on walls; skimming.

*Plumbing.*—Marking out, setting out; final fixing of assembled piping and fittings.

*Steelwork.*—Setting out any framework required for the casting of a slab; setting out of the bolt set into the slab; supervising bending, placing and fixing in position of steel and steel construction.

**Klipwerk, klipmesselwerk en monumentwerk.**—Die teken, ontwerp en afwerk van letters en versierings; die sny en gravering van letters met die hand en 'n lughamer; die finale afskuur en afwerking, volgens grootte van klip of plaasvervangende materiaal met die hand, maar nie poleerwerk nie; die opstelling van masjiene; die lê van klip in 'n daghabed; uitmerkwerk.

**Boutimmerwerk.**—Uitmerk- en afmerkwerk; suile en balke in die lood bring en waterpas maak; die rigting van bekisting vir betonwerk; die montering van bekisting.

**Teelwerk.**—Die lê van teëls of ander materiaal; hoeke in die lood bring.

**Houtmasjienerwerk.**—Uitmerk- en afmerkwerk; die opstelling van en toesighouding oor houtwerkmasjiene.

**Ander ambagte.**—Die werk wat gewoonlik verrig word deur 'n persoon wat 'n vakleerlingskap uitgedien het ingevolge die Wet op Vakleerlinge, 1944;

“assistentversierder/beglasers” ’n werknemer in besit van ’n assistentversierder/beglasers registrasiesertifikaat wat deur die Raad aan hom uitgereik is en wat onder toetsing, wat nie deurlopend hoef te wees nie, verwerk, versierwerk en/of beglasing soos omskryf mag verrig, maar uitgesonderd kleurwerk, stippelwerk en letterskilderwerk: Met dien verstande dat die voorafgaande voorwaardes nie op enige manier die werk wat deur ’n verwer en versierder/beglasers ambagsman soos omskryf, verrig word, sal beperk nie: Voorts met dien verstande dat ondanks die bogenelde bepalinge daar ’n meester-ambagsman verwer en versierder/beglasers in diens sal wees by elke werkerterrein waar daar een of meer assistentversierders/beglasers verwerk, versierwerk en/of beglasing verrig;

“Bounywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue of bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders en omvat dit alle werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of onderverdelings daarvan, maar nie klerke en administratiewe personeel nie en ook nie die bedrading vir, of installering in geboue van elektriese lig-, verwarmings- of ander permanente, vaste toebehore of die onderhoud of herstel van hysers in geboue nie:

**Asfaltwerk**, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of dampdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakke, of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of half-soliede asfalt, mastik of emulsie-asfalt of bitumen wat of warm of koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;

**messelwerk**, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -plaatblokke of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaiekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalfaatwerk aan erdepypriole;

**lakpolitoerwerk**, wat politoerwerk met ’n kwas of kussinkie en bespuiting met ’n komposisiestof insluit;

**beglasing**, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings wat gevorm is in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;

**skrynwerk**, wat die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, insluit, afgesien daarvan of die persoon wat sodanige artikels vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie, en ook rakkaste, kombuiskaste of ander kombuistoehore omvat wat as ’n permanente deel van die gebou aangebring word;

**ruit-in-lood-werk**, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

**klipmesselwerk**, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir, en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van

**Stonework, masonry and monumental work.**—Drawing, designing and setting out letters and enrichments; cutting and carving letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines; setting stone on mortar bed; marking out.

**Structural carpentry.**—Marking out; setting out; plumbing and levelling of columns and beams; lining up of shuttering for concreting; assembling shuttering.

**Tiling.**—Setting tiles or other materials; plumbing angles.

**Woodmachining.**—Marking out; setting out; setting up and supervising woodworking machines.

**Other trades.**—The work normally performed by a person who has served an apprenticeship in terms of the Apprenticeship Act, 1944;

“assistant decorator/glazier” means an employee who is in possession of an assistant decorator’s/glazier’s registration certificate issued to him by the Council and who may under supervision which need not be constant, perform painting, decorating and/or glazing as defined but excluding tinting, stippling, signwriting: Provided that the conditions as aforesaid shall not in any way limit or restrict the work to be performed by a painter and decorator/glazier artisan as defined: Provided further that notwithstanding the above provisions a master artisan painter and decorator/glazier shall be employed on every jobsite on which one or more assistant decorators/glaziers are performing painting, decorating and/or glazing;

“Building Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees 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, windows, 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 fittings 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;

**leadlight 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



voorafgegiëte of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmaak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

**metaalwerk**, wat die volgende insluit: Die aanbring van staal-plafonne, metaalvensters, metaaldeure, sierrmetaalwerk, metaalrame en metaaltrappe, boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

**skilderwerk**, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kleurekalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan en ook skuurwerk met skuurpapier en alle werk ter voorbereiding vir die werksaamhede soos voornoem, die afskuur van mure en houtwerk met skuurpapier, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

**pleisterwerk**, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortels, die maak en aanbring van pleisterbord-plafonne en vesel- of ander komposisiepleister, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner, buigsame sny- en afwerkmasjien, voorafgegiëte of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaalplaatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

**loodgieterswerk**, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huis-ingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat die betrokke artikels vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

**winkel-, kantoor- en bankuitrustingswerk**, wat die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstalkaste, toonbankskerm en binnenshuise los en vas toebehoort insluit;

**staalwapening en/of staalkonstruksie**, wat die aanbring van alle soorte staal- of ander metaalpilare, lêers, staalbanke, plaatmetaal of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk, insluit;

**houtwerk**, wat die volgende insluit: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, met skuurpapier, houtwerk, masjienwerk, draaiwerk, houtsneewerk, die aanbring van gegolfde sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafonne en muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbekleding of kurk, met inbegrip van die afskuur daarvan met skuurpapier, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en poleermasjien, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat die betrokke artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêerwerk iets bykomstig is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"onderbaas" 'n ambagsman wat aan die voorman verantwoordelik is vir die uitoefening van magte en die uitvoering van funksies en pligte wat deur sodanige voorman aan hom opgedra is;

"skoonmaker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Die skoonmaak en/of was van persele, deure, vensters, toerusting, gereedskap, masjinerie, meubels, voertuie, tenks, houers of ander artikels, met inbegrip van die poleer van vloere, meubels of voertuie, die borsel van matte, die verwydering van oortollige afvalmateriaal, die gelykmaak van persele en ander skoonmaak aktiwiteite wat met die voorafgaande saamhang;

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' smithwork, 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, spraying, spray painting, signwriting and wall decorating, the use of tar and its products and shall include sand-papering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and putting of woodwork;

**plastering**, which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceilings 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 and 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 article 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;

**shop, office and bank fitting**, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counter 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 joists, sheeting or metal in any form which form part of a building or structure;

**woodworking**, which includes carpentry, veneer panelling and polishing and sandpapering of same, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood-lathing, 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 or 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;

"charge hand" means an artisan responsible to a foreman for the exercising of powers and the performance of functions and duties delegated to him by such foreman;

"cleaner" means an employee engaged on any one or more of the following activities:

Cleaning and/or washing premises, doors, windows, equipment, tools, machinery, furniture, vehicles, tanks, containers or other articles including polishing floors, furniture or vehicles, brushing carpets, removing excess waste materials, levelling of premises and other cleaning activities incidental to the foregoing;

"bouwerk" enige werk in verband met die Nywerheid, uitgesonderd werk wat in 'n werkwinkel, fabriek of in 'n werf verrig word of wat onderweg is tussen bouterreine, werkwinkel, fabriek of werf;

"bydraekaart" die amptelike kaart wat die Raad elke jaar aan elke werknemer in die Nywerheid uitreik en "Vakansiefondskaart" het vir die toepassing van hierdie Ooreenkoms dieselfde betekenis;

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal) wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

"dag" die tydperk van 24 uur van middernag tot middernag;

"werkgever", behoudens die bepalings van die Wet, ook 'n direkteur of 'n regspersoon;

"noodwerk" werk wat dringend verrig moet word om die gesondheid en veiligheid van die publiek te verseker of ander werk van dringende noodsaaklikheid wat nie voorsien of verhoed kon word nie;

"noodsaaklike dienste" werk wat noodsaaklikerwys verrig moet word ten einde die voortsetting van enige ander nywerheid, saak of onderneming te verseker, of 'n dringende saak wat nie gedurende die gewone werkure wat in klousule 9 van hierdie Ooreenkoms voorgeskryf word, verrig kan word nie;

"voorman" 'n werknemer wat—

(a) in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan doen; en

(b) werk aan ander werknemers onder sy beheer en toesig uitdeel; en

(c) dissipline handhaaf; en

(d) regstreeks aan die algemene voorman of die werkgever of die werkgever se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein;

"Fonds" die Fonds wat ingevolge klousule 11 van hierdie Ooreenkoms voortgesit word;

"algemene voorman" 'n werknemer wat werk uitdeel aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreeks koördineer en daarvoor toesig hou, en wie se pligte onder ander al of enige van die volgende insluit:

(a) Toesighouding;

(b) hantering van 'n kontrak of kontrakte;

(c) handhawing van dissipline;

(d) verantwoordelikheid aan die werkgever vir doeltreffendheid en produksie op die terrein(e);

(e) verrigting van die werk van 'n ambagsman, hetsy in 'n hoedanigheid van instrukteur of andersins;

(f) in beheer van alle werknemers op sodanige terrein(e);

"Nywerheid" die Bounywerheid en/of die Monumentklipmesselnywerheid;

"kontrak vir slegs arbeid" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 4 van die Vorige Ooreenkoms (soos gewysig by klousule 6 van hierdie Ooreenkoms) neergelê, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

"kontraakteur vir slegs arbeid" iemand wat kontrakwerk vir slegs arbeid onderneem;

"leierambagsman" 'n ambagsman wat onder regstreekse beheer van 'n voorman of onderbaas toesig hou oor ambagsmanne wat soortgelyke werk doen;

"leerling assistent versierder/beglasers" 'n werknemer wat as sodanig by die Raad geregistreer is en wat onder toesig, wat nie deurlopend hoef te wees nie, vir 'n tydperk wat nie een jaar oorskry nie, verfwerk, versierwerk en beglasing soos omskryf mag verrig, maar uitgesonderd kleurwerk, stippelwerk en letterskilderwerk: Met dien verstande dat ondanks bostaande bepalings 'n meester ambagsman verwer en versierder/beglasers op elke werkterrein waar daar een of meer leerling assistentversierder/beglasers verfwerk, versierwerk en/of beglasing verrig, in diens sal wees;

"lisensieowerheid" 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van voertuie en/of sleepwaens uit te reik;

"construction work" means any work in connection with the Industry other than work performed in a workshop, factory or in a yard, or, in transit between building sites, workshops, factories or yards;

"contribution card" means the official card issued by the Council to each employee in the Industry in each year and "Holiday Fund Card" shall have the same meaning for the purposes of this Agreement;

"Council" means the Industrial Council for the Building Industry (Transvaal) deemed to have been registered in terms of section 19 of the Act;

"day" means the period of 24 hours from midnight to midnight;

"employer" means, subject to the provisions of the Act, also a director of a corporate body;

"emergency work" means any work which must urgently be performed to ensure the health and safety of the public or other work of pressing necessity which could not have been foreseen or prevented;

"essential services" means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 9 of this Agreement.

"foreman" means an employee who—

(a) is employed in a supervisory capacity, but who may also be doing the work of an artisan; and

(b) gives out work to other employees under his control and supervision; and

(c) maintains discipline; and

(d) is directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on site;

"Fund" means the Fund continued in terms of clause 11 of the Former Agreement;

"general foreman" means an employee who gives out work to and directly co-ordinates and supervises those categories of employees covered by this Agreement and whose duties *inter alia* may encompass all or any of the following:

(a) Supervision;

(b) taking charge of a contract or contracts;

(c) maintenance of discipline;

(d) responsibility to the employer for efficiency and production on site(s);

(e) performing the work of an artisan, whether in an instructional capacity or otherwise;

(f) in charge of all employees employed on such site(s);

"Industry" means the Building and/or Monumental Masonry Industries;

"labour only contract" means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than that laid down in clause 4 of the Former Agreement (as amended by clause 6 of this Agreement) and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

"labour only contractor" means a person undertaking labour only contracting;

"leading hand" means an artisan acting under direct control of a foreman or chargehand supervising artisans doing similar work;

"learner assistant decorator/glazier" means an employee who is registered as such with the Council and who may under supervision which need not be constant, for a period not exceeding one year, perform painting and decorating and glazing as defined, but excluding tinting, stippling and sign-writing: Provided that notwithstanding the above provisions a master artisan painter and decorator/glazier shall be employed on every jobsite on which one or more learner assistant decorators/glaziers are performing painting, decorating and/or glazing;

"licensing authority" means any authority empowered by law to issue licences in respect of vehicles and/or trailers;



"Hoofdooreenkoms" die Ooreenkoms van die Raad, gepubliseer ingevolge die Wet, waarin lone vir geskoolde werknemers voorgeskryf word;

"meesterambagsman" 'n ambagsman wat op 27 Oktober 1975 as 'n meesterambagsman geregistreer was of wat daarna as 'n meesterambagsman geregistreer word;

"Monumentklipmesselnywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om grafstene of ander monumente oor grafte te maak en/of op te rig en/of om grafte op te bou;

"werksman, graad I," 'n werknemer wat in besit is van 'n registrasiesertifikaat as werksman graad I wat deur die Raad aan hom uitgereik is en wat, op aansoek deur 'n werkgewer wat die getal geskoolde werknemers in diens het wat deur die Raad bepaal word en wat die meesterambagsmanseël ontvang [vermeld in klousule 6 (1) (ii) en 9 (2) (a) (ii) van die Ooreenkomste gepubliseer by onderskeidelik Goewermentskennisgewings R. 674 van 25 April 1969 en R. 2040 van 18 November 1970, of enige daaropvolgende ooreenkomste en wysigings en verlengings daarvan] deur die Raad toegelaat is om 'n geskoolde werknemer onder toesig van die geskoolde werknemer te help deur die werksaamhede hieronder uiteengesit te verrig vir sodanige tydperk(e) en op sodanige terrein(e) en op sodanige voorwaardes as wat die Raad van tyd tot tyd mag bepaal met die oog daarop om behoorlike beheer oor die indiensneming van werksmanne te verseker en die voorkeurindiensneming te verkry van beskikbare ambagsmanne by wyse van die toepassing van 'n getelsverhouding gebaseer op die tekort aan geskoolde werknemers of op enige ander wyse wat deur die Raad as billik beskou word: Met dien verstande dat die voorwaardes soos bogemeld geensins die werk wat gedoen met word deur 'n ambagsman soos omskryf mag beperk of inkort nie:

(a) *Die lê van blokke en/of stene.*—Die lê, in mastiek of dagha, van blokke, stene, blaaie en/of klip in mure wat met pleister, sementbry en/of mastikmateriaal bedek moet word; die lê van grondvulling of hangvloere in fondamente en in binnefondamentmure; maar uitgesonderd uitlewerk, hoogtes meet, hoeke, binnedeurskosyne en vensterrame loodreg stel, profielplanke of setmate oprig, rifvoegwerk.

(b) *Timmerwerk.*—Die montering van onbewerkte timmerhout volgens 'n patroon; die sny en vassit van onbewerkte timmerhout, sink-, asbes- en/of ander komposisieplate en/of ander materiaal wat as dakteëls gevorm is, volgens 'n meet-instrument, maar uitgesonderd die sny of aanmekaarvassit van alle timmerhout nie hierbo bedoel nie wanneer die afgewerkte artikel met 'n geskaafde afwerking gelaat moet word, die opmaak van patrone en maatpatrone, die loodregstel van daksparre, binnedeurskosyne en vensterrame.

(c) *Rioolaanlegwerk.*—Die lê van pype volgens 'n helling.

(d) *Die lê van vloere.*—Die lê en vassit van allerlei soorte hout-, mosaïek-, veerkragtige of komposisievloer- en -muurbedekking; maar uitgesonderd muurplak-, paneel-, afmerk- en uitlewerk.

(e) *Metaalwerk.*—Sweis- en/of sweissoldeerwerk, maar uitgezonderd afmerk- en uitlewerk.

(f) *Pleisterwerk.*—Die raping van skurwe oppervlakke; afvlakking met 'n reihout; voorlopige afwerking ter voorbereiding vir finale troffelwerk en finale afwerking; maar uitgezonderd die finale troffelwerk aan eenlaagwerk en die volledige aanwending van afwerklae.

(g) *Boutimmerwerk.*—Die montering van bekisting.

(h) *Klipwerk, klipmesselwerk en monumentwerk.*—Pons- en kapwerk in die Klipmesselnywerheid, met inbegrip van die finale afskuur en afwerking met die hand volgens grootte; die bediening van sirkelsae vir klipwerk en klipmesselwerk.

(i) *Teëlwerk.*—Die aanwending van dagha ter voorbereiding vir die vassit van teëls en mosaïek; die sny en vassit van teëls en mosaïek, maar uitgesonderd uitle- en afmerkwerk;

"werksman, graad II," 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) *Asfaltering, waterdigting en/of vogdigting.*—Onder die periodieke toesig van 'n geskoolde werknemer toesig hou oor ongeskoolde arbeiders wat handewerk verrig in verband met die asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere.

(b) *Die lê van vloere.*—Die lê van sagte vloerbedekking; die bediening van 'n skuur- en spinmasjien of vloerwerk.

(c) *Skryfwerk/winkeluitrusting.*—Die bediening van 'n elektris aangedrewe draaiskuurder.

(d) *Metaalwerk.*—Die bediening van masjiene op metaalwerk onder toesig van 'n geskoolde werknemer: Met dien verstande dat 'n geskoolde werknemer oor hoogstens drie masjiene toesig hou, of waar die totale getal masjiene nie 'n volle veelvoud van drie is nie, oor hoogstens vyf masjiene.

"Main Agreement" means the Agreement of the Council published in terms of the Act which prescribe wages for skilled employees;

"master artisan" means an artisan who at the date of coming into operation of this Agreement has been registered as a master artisan or who is subsequently registered as a master artisan;

"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;

"operative, Grade I," means an employee who is in possession of an operative, Grade I, registration certificate issued to him by the Council and who has been permitted by the Council, upon application by an employer employing the number of skilled employees determined by the Council receiving the master artisan stamp [referred to in clauses 6 (1) (ii) and 9 (2) (a) (ii) of the Agreements published under Government Notices R. 674 of 25 April 1969 and R. 2040 of 18 November 1970, respectively, or any succeeding agreements and amendments or extensions thereof] to assist a skilled employee under the supervision of the latter by performing the operations detailed hereunder for such period(s) and at such site(s) and under such conditions as the Council may from time to time determine with a view to ensuring proper control of the employment of operatives and to securing the preferential employment of available artisans by way of the application of a ratio based on the shortage of skilled employees or in any other manner considered equitable by the Council: Provided that the conditions as aforesaid shall not in any way limit or restrict the work to be performed by an artisan as defined:

(a) *Block and/or brick setting.*—Setting, in mastic or mortar, blocks, bricks, slabs and/or stone in walling intended to be covered by plaster, cement grout, and/or mastic materials, ground filling or suspended floors in foundations and internal foundation walling; but excluding setting out, taking levels, plumbing angles, door jambs and window frames, setting up profiles or jigs, tuck pointing.

(b) *Carpentry.*—Assembling of rough timbers to a templet; cutting and fixing to a gauge; rough timbers, corrugated iron, asbestos and/or other composition sheeting, and materials, shaped as roofing tiles, but excluding the cutting of fixing together of all timber not referred to above when the finished article is intended to be finished to a planed surface, the making up of templets and gauges, the plumbing of rafters, door jambs and window frames.

(c) *Drainlaying.*—Laying of pipes to falls.

(d) *Floorlaying.*—Laying and fixing of all types of wood, mosaic, resilient, composition floor and wall covering; but excluding paper hanging, panelling, marking out and setting out.

(e) *Metal work.*—Welding and/or brazing, but excluding marking out and setting out.

(f) *Plastering.*—Rendering material to rough surfaces; ruling off; preliminary finishing preparatory to final trowelling and final finishing, but excluding the final trowelling on one coat work and the entire application of skimming coats.

(g) *Structural carpentry.*—Assembling shuttering.

(h) *Stonework, masonry and monumental work.*—Punching and dressing in the masonry industry, including final surfacing and finishing by hand to size; operating circular saws in respect of stonework and masonry.

(i) *Tiling.*—Applying mortar preparatory to fixing of tiles and mosaics; cutting and fixing of tiles and mosaics, but excluding setting out and marking out.

"operative, Grade II," means an employee who is engaged in any one or more of the following operations:

(a) *Asphalting, waterproofing and/or damp proofing.*—Supervising, under periodic supervision of a skilled employee, unskilled labourers doing manual work in connection with asphalting, waterproofing and/or damp proofing to roofs, walls, ceilings and/or floors.

(b) *Floorlaying.*—Laying of soft floor covering; operating a sandpapering and spinning machine on flooring.

(c) *Joinery/shopfitting.*—Operating an electrically driven orbital sander.

(d) *Metal work.*—Operating machines on metal work under supervision of a skilled employee: Provided that not more than three machines shall be supervised by any one skilled employee or where the total number of machines is not a complete multiple of three, not more than five machines.

(e) *Pleisterwerk*.—Die afstryk van betonpaneelmure vir opslaanhuiseenhede in gietvorms by die fabriek;

die bediening van 'n Pyrokmasjien wat gebruik word om mure of plafonne in verskillende kleure af te werk deur 'n mengsel van vermiculiet en gips aan te wend;

die bediening van 'n roterende kragafstrykmasjien vir die afvlakking van beton-, sement- of granolietvloer en/of -oppervlakke;

afvlakking met 'n reihout.

(f) *Loodgieterswerk*.—Koperpype en stawe onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny, die voorlopige aanmeekaarsit en vassit van pype en toebehore; soldeerwerk.

(g) *Klipwerk, klipmesselwerk en monumentwerk*.—Ponswerk, onder die toesig van 'n geskoolde werknemer, waar sodanige werk uitsluitlik bestaan uit die verwydering en vermindering van oortollige growwigheid op oppervlakke.

(h) *Houtmasjienwerk*.—Die bediening van houtwerkmasjiene onder die toesig van 'n geskoolde werknemer: Met dien verstande dat 'n geskoolde werknemer oor hoogstens drie masjiene toesig hou, of waar die totale getal masjiene nie 'n volle veelvoud van drie is nie, oor hoogstens vyf masjiene;

"werksman, graad III," 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) *Die lê van blokke en/of stene*.—Die bryvulling van voë in mure en plaveisel;

voegwerk, uitgesonderd voegstryking, onder toesig; die lê van buitenshuise plaveisel in gebrekele leiklip, stene, beton, graniet of klip;

die lê volgens 'n setmaat van blokke in 'n bed van dagha of mastik, waar sodanige werk verrig word by die oprigting van huise vir Nie-Blankes;

die bediening van 'n karborundum- of diamantsaag vir die sny van klip of stene.

(b) *Betonwerk*.—Die bediening van 'n sandstraalmasjien onder toesig.

(c) *Rioolaanlegwerk*.—Lasse in riole kalfater.

(d) *Metaalwerk*.—'n Kragaangetrewe slypmasjien op metaal bedien of vylwerk met die hand verrig.

(e) *Verfwerk en versiering/beglasing*.—Die aanbring van 'n vloeibare herverglanser op baksteenwerk of slasto;

die aanbring van dekoratiewe bitumastik aan rioolpype; die aanbring van witkalk en sementstryksel aan alle oppervlakke;

die aanbring van alle verflae aan boustaal, dakke, metaalbedekking, geute en pype;

die aanbring van chemiese kleefstowwe aan sinkdakke met 'n verfkwas;

die aanbring van die eerste verflaag aan staaloppervlakke wat in die winkel 'n grondlaag ontvang het;

die aanbring van 'n stopverfbed en die verwydering van oorskietstukkie onder die periodieke toesig van 'n geskoolde werknemer; ruite insit;

vlambehandeling onder toesig; die bespuiting van dakke met Kenitex of soortgelyke stowwe.

(f) *Pleisterwerk*.—Toesig hou oor ongeskoolde arbeiders wat beton gelykstryk en afvlak; flodderwerk.

(g) *Winkeluitrusting*.—Fineer- of gewone paneelwerk of paneelwerk met vianide/binalast bedek wat van spaanderbord of gips of asbesement vervaardig is, in posisie plaas en die dekstroke in posisie druk.

(h) *Klipwerk, klipmesselwerk en monumentwerk*.—Onder die periodieke toesig van 'n geskoolde werknemer 'n duntermasjien, met inbegrip van 'n handduntermasjien, 'n draaibank, sirkelsae (ten opsigte van monumentwerk), klippoleermasjienerie, met inbegrip van handpoleeruitrusting, lettersnymasjiene, hang- en spansae, kompressors, druklugwerktuie op voorafgegiete en ander klip bedien; werktuie skerpmak.

(i) *Boutimmerwerk*.—Dakbedekking van sink en asbes aan staalagterwerk vassit;

dakteëls van terra-cotta en sement vassit;

Q.C.-dekplate vassit;

toesig hou oor die oprigting van steierwerk onder die periodieke toesig van 'n geskoolde werknemer; toesig hou oor die afbreek van bekisting.

(j) *Houtmasjienwerk*.—Materiaal in houtwerkmasjiene met roltoevoer onder toesig voer.

(k) *Ander*.—'n Hystoestel dryf;

'n meganiese stortwa dryf;

'n kraanarmhyser sonder platform, wat 'n vrag van hoogstens 0,056 m<sup>3</sup> materiaal dra, bedien;

(e) *Plastering*.—Floating up of concrete panel walls in moulds at the factory for prefabricated housing units;

operating a Pyrok machine used for wall or ceiling finishing in various colours to apply a mixture of vermiculite and gypsum;

operating a rotary power floating up machine for screeding of concrete, cement, or granolithic floors and/or surfaces; ruling off.

(f) *Plumbing*.—Cutting, screwing, bending and threading of copper piping and rods by hand under supervision; preliminary assembling and fixing of piping and fittings; soldering.

(g) *Stonework, masonry and monumental work*.—Punching, under the supervision of a skilled employee, where such work consists purely of the removal and reduction of excess rough on surfaces.

(h) *Wood machining*.—Operating wood working machines under supervision of a skilled employee: Provided that not more than three machines shall be supervised by any one skilled employee or, where the total number of machines is not a complete multiple of three, not more than five machines;

"operative, Grade III," means an employee who is engaged in any one or more of the following operations:

(a) *Block and/or brick setting*.—Grouting in joints in walling and paving;

jointing, excluding pointing, under supervision; laying of outdoor paving in broken slate, brick, concrete, granite or stone;

laying to a jig of blocks bedded in mortar or mastic, where such work is performed in the erection of Non-White housing; operating a carborundum or diamond saw for stone or brick cutting.

(b) *Concreting*.—Operating a sand blasting machine under supervision.

(c) *Drainlaying*.—Caulking of joints in drains.

(d) *Metal work*.—Operating a power driven grinding machine on metal or filing by hand.

(e) *Painting and decorating/glazing*.—Applying any liquid reviver to brickwork or slasto;

applying decorative bitumastic to sewage pipes; applying limewash and cement wash on all surfaces;

applying all coats of paint to structural steel, roofs, cladding, gutters and pipes;

applying chemical adhesive to corrugated iron roofs by means of a paint brush;

applying the first coat of paint on shop coated steel surfaces;

applying back putty and cleaning of excess tags thereto under periodic supervision of a skilled employee; fixing of glass;

flame treatment under supervision; spraying of roofs with Kenitex or similar materials.

(f) *Plastering*.—Supervising unskilled labourers levelling and screeding concrete slushing.

(g) *Shopfitting*.—Placing veneered or plain or vyanide/bynalast clad panels of a chipboard or gypsum or asbestos cement manufacture in position and pressing the holding cover strips in position.

(h) *Stonework, masonry and monumental work*.—Operating a dunter, including a hand dunter, turning lathe, circular saws (in respect of monumental work) stone polishing machinery, including hand polishing equipment, lettercutting machines, swing and frame saws, compressors, pneumatic tools on pre-cast and other stone;

sharpening tools;

under periodic supervision of a skilled employee.

(i) *Structural carpentry*.—Fixing of corrugated iron and asbestos roofing to steel backing;

fixing of terra-cotta and cement roofing tiles;

fixing of Q.C. decking plates;

supervising erection of scaffolding under periodic supervision of a skilled employee;

supervising stripping of shuttering.

(j) *Woodmachining*.—Feeding material to roller-fed wood-working machines under supervision.

(k) *Other*.—Driving a hoist;

driving a mechanical dumper;

operating a jib hoist without a platform carrying a load of not more than 0,056 m<sup>3</sup> of material;



toesig hou oor ongeskoolde arbeiders wat beton meng en/of kragaangedrewe betonmengers bedien;

"werksman, graad IV," 'n werknemer wat herhaalprosesse in een of meer van die volgende klasse werksaamhede verrig:

- (A) 'n Dubbel- of drievoudige rolskuurmasjiene bedien;  
 'n kragaangedrewe pers bedien;  
 'n messlypmasjiene bedien;  
 'n verdieper bedien;  
 sae skerpmaak, met inbegrip van hardsoldeer-, wolfstand- en/of boslagsae;  
 'n houtfreemasjiene bedien;  
 lym en vassit van randstukke aan rakke en platbord wat in grootmaat in werkwinkels geproduseer is;  
 vasspyker van Masonite-rugstukke aan toebehore;  
 aanmeakaarspyker van laaie en vlak laaie (met inbegrip van bome) met 'n spykermasjiene in die werkwinkel;  
 die maak van tapgate, die maak van tappe in 'n setmaat, setmaatmontering en die vasspyker van selfpassende en gepende deurkosyne, vensterrame en deure, uitgesonderd geraamde Z-plankdeure, almal aan voorraads-krynwark;  
 die sny en vaspen van ruitkraallyste, almal aan voorraads-krynwark;  
 die klamp of kramp van deure en vensterrame met 'n masjiene;  
 die vassit en voeg van gestootlaste materiaal in setmate of klampe;

(B) voertuie in die fabriek dryf;

- 'n bandsaag bedien;  
 'n breëbandskuurmasjiene bedien;

(C) band- of tolskuurwerk;

- nasienwerk;  
 'n messlypmasjiene versorg;  
 masjiene oppas;  
 masjiene, toebehore of verkeerstrepe of waarskuwingstekens verf;

'n saagslypmasjiene versorg, met inbegrip van die aan- en afskakel daarvan en die haaksmaak van sae met 'n meter, onder toesig van 'n geskoolde werknemer of 'n saagslyper; een of meer van die volgende kragmasjiene bedien:

- 'n Haaksmaaksaagmasjiene;  
 'n dikteskaaf-, skaaf- of lysmasjiene;  
 'n tapsnymmasjiene;

(D) finerwerk met die hand of met 'n masjiene randskaaf;

'n radiofrekwensie- en klampsetmaat bedien;  
 die meet of meng van bestanddele vir die maak van lym; een of meer van die volgende kragmasjiene bedien:

- 'n Deurlopende randinkeepmasjiene;  
 'n houtkernpersmasjiene;  
 'n kloofsaag;  
 'n rowwe dwarssaag;  
 'n fineerrandlymmasjiene;

(E) die inmeekaarsit van kosyne en kerns vir hol blok-panele;

'n ambagsman bystaan deur artikels of gereedskap vas te hou of deur op 'n ander wyse met hom saam te werk, behalwe om gereedskap selfstandig te gebruik;

perse met die hand of druklug vasklamp;

die ente van skuurmasjienebande in lengtes sny en dit saamvoeg;

hout of ander artikels in kleurstowwe verf, verduursamings-middels of ander vloeibare oplossings inoep of voer, of sodanige artikels met die hand of nie-kragaangedrewe toe-stelle verwyder;

lamel- of blokborde, laaghout, finerwerk, kerns of spaan-derborde nagaan of met die hand of masjiene herstel, of besonderhede daaromtrent opteken;

'n outomatiese of halfoutomatiese masjiene voer, met inbe-grip van die aan- of afskakel van sodanige masjiene;

gate in lamel- of blokborde, laaghout, finerwerk of spaan-derborde met die hand of masjiene opvul;

inkepings in deure met 'n masjiene gelyk maak;

gelymde droë materiaal bymekaar neerleë of opstapel, gereed om in 'n pers gevoer te word;

perse op- of aflaai;

artikels merk, sjabloneer of saambondel;

masjiene, uitgesonderd motorvoertuie, olie of smeer;

perse oop- of toemaak;

een of meer van die volgende bedien:

- 'n Kartonskêr;  
 'n skyfskuurmasjiene;  
 'n elektriese hystoestel;

supervising unskilled labourers mixing concrete and/or operating power driven mixers;

"operative, Grade IV," means an employee engaged on repetitive processes in one or more of the following categories of operations:

(A) Operating double or triple drum sanding machine;

- operating a power-driven press;  
 operating a knife grinding machine;  
 operating a router;

saw sharpening, including brazing, gullet and/or topping saw;

operating a spindle machine;

gluing and fixing edging to shelves and flat board mass produced in workshops;

nailing of masonite backs to fittings;

nailing up drawers and trays (including bottoms) by nailing machine in workshop;

morticing, jig tennoning, jig assembly and nailing of self-locating and pinned door frames, window frames, sashes and doors, excluding framed, ledged and braced doors, all to stock joinery;

cutting and pinning glazing beads, all to stock joinery;

clamping or cramping doors and sashes by machine;

framing-up and securing butt-jointed material in nigs or cramps;

(B) driving in factory;

- operating a band saw;  
 operating a widebelt sander;

(C) belt or bobbin sanding;

checking;

- attending knife grinder;  
 machine minding;

painting machines, fittings or traffic lines or warning signs; attending saw sharpening machine, including the starting and stopping thereof and the truing of saws by means of a guage, under supervision of a skilled employee or a saw sharpener;

operating any one or more of the following power-driven machines:

- A squaring saw;  
 a thicknessing, planing or moulding machine;  
 a tenoning machine;

(D) edge planing veneers by hand or machine;

- operating radio frequency and clamping jig;  
 measuring or mixing ingredients for making glue;  
 operating any one or more of the following power-driven machines:

- Continuous edge lipping machine;  
 limber core composing machine;  
 rip saw;  
 rough cross-cut saw;  
 veneer edge gluing machine;

(E) assembling frames and cores for hollow-type block panels;

assisting an artisan by holding articles or tools or other-wise working with him, other than by the independent use of tools;

clamping presses by hand or compressed air;

cutting to length and joining together ends of sanding machine belts;

dipping or feeding timber or other articles into dyes, paints, preservatives or other liquid solutions or removing such articles by hand or non-power driven devices;

examining or repairing by hand or machine, laminated or block boards, plywood, veneers cores or chipboards or recording particulars thereof;

feeding any automatic or semi-automatic machine, including starting or stopping such machine;

filling holes by hand or machine in laminated or block boards, plywood, veneers or chipboards;

flushing down door lippings by machine;

laying or stacking together glued and dry material ready for feeding into a press;

loading or unloading presses;

marking, stencilling or bundling;

oiling or greasing machines, other than motor vehicles;

opening or closing presses;

operating any one or more of the following:

- Cardboard cutter;  
 disc sander;  
 electric hoist;

'n lym- of spaandermengmasjien;  
'n bandwikkelaar of lymmasjien;  
'n voor- of groefsaag;  
pakwerk;  
skuurwerk, uitgesonderd dié met 'n dubbel of driefvoudige skuurmasjien of band- of tol- of breëbandskuurwerk;  
kramwerk met druklug of drukluhamer;

(F) enige werksaamhede wat nie hierin gelys is nie maar ingegrepe is by die omskrywing van "werksman, graad I", "werksman, graad II", "werksman, graad III" en "ongeskoolde arbeider";

"oortyd" tyd wat gewerk word bo en behalwe die getal gewone werkure wat in klousule 9 van hierdie Ooreenkoms voorgeskryf word, en omvat tyd wat gewerk word op openbare vakansiedae of gedurende die vakansietydperk wat in klousule 18 van die Vorige Ooreenkoms soos gewysig by klousule 12 van hierdie Ooreenkoms voorgeskryf word;

"stukwerk" enige werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik gebaseer word op die hoeveelheid of omvang van die werk wat hy verrig het;

"herhaalproses" die werksaamhede wat binne die bedoeling van die omskrywing van "Bouwyerheid" uitgevoer word in verband met die massavervaardiging en/of -montering van vlakpaneeldeure, kombuiskeuse, kombuisrakke, of ander vaste kombuistoehouere en/of artikels wat deur 'n soortgelyke proses of prosesse vervaardig word en wat uitsluitlik of hoofsaaklik van hout en/of houtprodukte en/of komposisiebord en/of soortgelyke materiaal vervaardig word;

"Sekretaris" die Sekretaris van die Raad en omvat 'n beambte wat die Raad benoem om namens die Sekretaris op te tree;

"geskoolde werknemer" 'n ambagsman, onderbaas, voorman, algemene voorman, leierambagsman, of meesterambagsman soos in hierdie Ooreenkoms omskryf;

"afskuim" die aanbring van die afwerklaag aan sement- of kalkpleister of ander agterwerk, soos byvoorbeeld veselbord of gipsbord met 'n geskikte werktuig en glad afgewerk of as finale afwerking of vir die gewone verf- of ander dekmateriaal;

"bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene en kerkhofgedenktekens van alle tipes;

"geskikte slaapplek" 'n waterdigte onderdak wat veilig toegesluit kan word, met 'n houtvloer en die nodige geskikte wasgeriewe, voubed, matras en aparte toiletgeriewe;

"onbelaste massa" die massa van 'n voertuig en/of sleepwa soos gemeld in 'n lisensie of sertifikaat deur 'n lisensieowerheid ten opsigte van sodanige voertuig of sleepwa uitgereik;

"ongeskoolde arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig, maar nie 'n werknemer wat sodanige of soortgelyke werksaamhede verrig waarby 'n herhaalproses betrokke is nie:

(a) *Asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere.*—Vir mure sorg en skoonmaakwerk verrig;

voglae sny en in posisie plaas;  
asfaltmacadam meng; materiaal op die lêterrein stort en plaas; rolwerk met handrollers verrig; mastikasfalt in potte meng en aangesmeerde mastik onder toesig vryf totdat dit koud is.

(b) *die lê van blokke en/of stene.*—In- en uittandings inkap vir baksteenverbandwerk;

voë tussen steenwerk en betonbalke opvul;  
voë in stene en vloerteëls met bry vul en dit skoonmaak;  
die lê van blokke by die konstruksie van betonvloere en betondakke;

die lê van blokke wat nie in dagha of mastik vasgesit word nie;

los teëls op oppervlakke lê sonder bedding;  
staanders, blaaië en dergelike muurwerkkomponente in posisie plaas, waarby loodgieterwerk nie vereis word nie.

(c) *Die lê van vloere.*—Werksmanne graad II help om sagte vloerbedekking te lê;

kleefstowwe meng, aanbring en spreid ter voorbereiding vir die lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal;

rollers of ander toestelle gebruik om vloerbedekkingsmateriaal vas te sit nadat dit gelê is.

(d) *Skrynerwerk/Winkeluitrustingswerk.*—Geschoolde werknemers help om lym aan tappe of houtoppervlakke te smeer voordat dit vasgeklem of gepeers word;

tapgate skoonmaak;

staalveerklemme aan aluminiumdekstroke vassit.

glue or chip mixing machine;  
taping or gluing machine;  
trenching or grooving saw;  
packing;  
sandpapering, other than by double or triple sanding machine or belt or bobbin sanding or widebelt sanding;  
stapling by compressed air or hammer;

(F) any operations not listed herein but included in the definitions of "operative, Grade I", "operative, Grade II", "operative, Grade III", and "unskilled labourer";

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 9 of this Agreement and shall include time worked on public holidays or during the holiday period prescribed in clause 18; of the Former Agreement (as amended by clause 12 of this Agreement);

"piece-work" means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done;

"repetitive process" means the activities carried out within the meaning of the definition of "Building Industry" in connection with the mass manufacture and/or assembly of flush panel doors, kitchen cupboards, kitchen dressers or other kitchen fixtures and or articles manufactured by similar process or processes and which are manufactured wholly or mainly of timber and/or timber products and/or composition board and/or similar materials;

"Secretary" means the Secretary of the Council and includes any official nominated by the Council to act for the Secretary;

"skilled employee" means any artisan, chargehand, foreman, general foreman, leading hand or master artisan as defined in this Agreement;

"skimming" means the application of the finishing coat to cement or lime plaster or other backing materials such as for example beaver board or gypsum plaster board by means of a suitable tool and finished to a smooth finish either as a final finish or to take the normal paint or other covering material;

"structure" includes walls, boundary, garden and retaining walls, monuments, grave stones and cemetery memorials of all types;

"suitable sleeping accommodation" means a waterproof shelter, capable of being locked, with a wooden floor and the necessary suitable washing facilities, stretcher, mattress and separate lavatory accommodation;

"unladen mass" means the mass of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

"unskilled labourer" means an employee engaged in any one or more of the following operations, but shall not include an employee performing such work or similar operations in connection with a repetitive process:

(a) *Asphalting, waterproofing, and/or damp proofing to roofs, walls, ceilings and/or floors.*—Attending to fires and cleaning up;

cutting dampcourse and placing in position;  
mixing asphalt macadam; dumping and placing material at laying site; rolling with hand rollers;

mixing mastic asphalt in pots and rubbing up laid mastic until cold under supervision.

(b) *Block and/or brick setting.*—Cutting of toothings and indents for bonding brickwork;

filling in joints between joint of brick and concrete beam;  
grouting of joints in bricks and tile floors and cleaning off;  
laying of blocks in the construction of concrete floors and concrete roofs;

laying of blocks not bedded in mortar or mastic;  
laying loose tiles on surfaces without bedding;

placing into position of uprights, slabs and similar walling components, where no plumbing is required.

(c) *Floorlaying.*—Assisting Operative, Grade II in laying of soft floor covering;

mixing, application and spreading of adhesives preparatory to the setting of flooring blocks, tiles, sheeting and similar materials;

using rollers or other appliances for the purpose of bedding down flooring materials after setting or laying.

(d) *Joinery/Shopfitting.*—Assisting skilled employees in applying glue to tenons or wood surfaces prior to cramping or pressing;

cleaning mortices;

fixing of steel spring clips to aluminium cover strips.



(e) *Metaalwerk*.—Staalvensters en -deurkosyne onder toesig koppel; metaal met krag- of handmasjiene boor of pons en moederdraad daarin sny;

kloue aan staalvensters en -deurkosyne aanbring.

(f) *Verfwerk, Versiering/Beglasing*.—Alle werk ter voorbereiding vir die aanbring van Kenitex of dergelike materiaal; rubberlym aan sementteëls op dakke met 'n koolborsel aanbring;

geskoolde werknemers help deur die draadholtes in hout op te vul voordat houtoppervlakke met doek opgevef word; kilaaf of ander soorte hardhout skoonmaak met behulp van oplosmiddels en staalwol;

glas skoonmaak nadat ruite ingesit is;

voltooië rame skoonmaak voordat stopverf aangebring word;

stopverf brei totdat dit die regte stewigheid het;

geboue en latrines wat deur Bantoes geokkupeer en gebruik word en ruwe timmerwerk soos balke en die onderkant van vloere afwit en teer op dergelike produkte in verband daarmee gebruik: Met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae nadat 'n gebou voltooi is, van hierdie omskrywing uitgesluit word;

voeë en agterkante van klip met waterdigtingsmengsel verf; asfalt- en/of ander komposisieplate en -dakke met bitumeneuse aluminiumverf verf of spuit;

dakke gereedmaak vir verfwerk, met inbegrip van skraap- en draadborselwerk;

alle bouersuitrusting met preserveermiddels verf;

grondlae van bitumastik of waterdigtingsoplossings aan oppervlakke aanbring;

los en afskilferende verf van geute, rioolpype of ander oppervlakke verwyder: Met dien verstande dat, wanneer 'n blaaslamp of verplossingsmiddel gebruik word, die werk onder toesig gedoen moet word;

pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit gevef word;

oppervlakke wat voorheen afgewit was of ander oppervlakke afskraap en afvef, uitgesonderd die herstel van sodanige oppervlakke;

mure of ander oppervlakke afskraap of afwas vir verfwerk;

timmerhout met 'n preserveermiddel behandel;

allerlei skuurmiddels, met inbegrip van vryfmiddels, met die hand aanwend op voorbereidingswerk vir verf- en spuitverfwerk, met inbegrip van die gebruik van skuurpapier;

nuwe gegalvaniseerde oppervlakke afwas voordat dit gevef word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verplossingsmiddel gebruik word.

(g) *Pleisterwerk*.—Saksmeerwerk aan mure en plafonne verrig; gietvorms met 'n voorwerk- of betonmengsel met 'n skopgraaf;

gebreke in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvef; beton gooi en gelykmaak, 'n betontriller bedien, en help met die afvlakwerk;

voeë tussen bakstene uitkrap en oppervlakke vir pleisterwerk gereedmaak;

gietvorms opstel en bekisting en gietsels stroop;

die nate van gietvorms onder toesig met die hand of 'n stukkie blik met gips toestop;

die vulsel in gietvorms vasstamp.

(h) *Loodgieterswerk*.—Pype en staaltawe, uitgesonderd dié van koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny.

(i) *Staalwerk*.—Staal ophys en in posisie plaas.

(j) *Klipwerk, klipmesselwerk en monumentwerk*.—Help om klip in posisie te plaas en saaglemme in te sit met die doel om hangsaie en poleer- en/of slypsteenmasjinerie te bedien; hangsaie onder toesig bedien.

(k) *Boutimmerwerk*.—Geskoolede werknemers help om staalstutte in posisie te plaas, dit aan draagbalke vas te maak en op die vereiste hoogte te stel;

dakpanne met 'n handteëlmasjiene sny;

steierpale of stutte afsaag;

steierwerk onder toesig oprig;

asfaltplate aan die kante van staal- en houtrame aanbring; hoepelyster, staal- of draadverstywers aanbring om bekisting te versterk;

bekisting ophys en in posisie plaas maar nie vassit nie; bekisting afbreek;

dakpanne met draad vasbind;

houtstutte opwig.

(c) *Metal work*.—Coupling steel windows and door frames under supervision;

drilling or punching and tapping metal by power or hand machines;

fixing lugs to steel windows and door frames.

(f) *Painting, Decorating/Glazing*.—All work preparatory to the application of Kenitex or similar materials;

applying solution to cement tiles on roofs, using a block brush;

assisting skilled employees by grain filling preparatory to polishing of wood surfaces with fabric;

cleaning down of teak or other hard woods by using solvents and steel wools;

cleaning of glass after glazing;

cleaning completed frames in preparation for puttying;

kneading of putty to correct consistency;

lime washing and the use of tar or similar products on buildings occupied and latrines used by Bantu and rough timber such as joints and underside of floors: Provided, however, that lime washing in connection with buildings and/or latrines during their erection or within 60 days of the completion of any building shall be excluded from the definition;

painting of joints and backs of stone with waterproofing compound;

painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint;

preparing roofs, including scraping and wirebrushing, prior to painting;

preservative painting of all builders' plant;

priming of surfaces with bitumastic or waterproofing solutions;

removing loose and flaking paint from gutters, drainpipes or other surfaces: Provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;

removing plaster from steel or wood surfaces in new buildings prior to painting;

scraping and rubbing down previously limewashed or other surfaces, but not to include repairing of such surfaces;

scraping or washing of walls or any surfaces for painting; treating timber with preservative;

use of abrasives of all kinds by hand, including rubbing compounds on preparatory work in painting and spraying, including the use of sandpaper;

washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used.

(g) *Plastering*.—Bagging down walls and ceilings;

filling of moulds with a facing mixture or concrete mixture, using a shovel;

filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;

laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding;

raking out of brick joints and preparation of surfaces for plastering;

setting up of moulds, and stripping of casings and castings;

stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;

tamping of the filling in moulds.

(h) *Plumbing*.—Cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper.

(i) *Steelwork*.—Hoisting of steel and laying into position.

(j) *Stonework, masonry and monumental work*.—Assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;

attending swing saws under supervision.

(k) *Structural carpentry*.—Assisting skilled employees in placing of steel props and fixing to bearers and adjusting to heights;

cutting of roofing tiles with tile handcutting machine;

cutting scaffold poles or props;

erecting scaffolding under supervision;

fixing asphalt sheeting to sides of steel and wood frames;

fixing hoop iron, steel or wire stiffeners to strengthen shuttering;

hoisting shuttering and placing in position but not fixing;

stripping shuttering;

tying of roof tiles with wire;

wedging up wood props.

(l) *Teëlwerk*.—Kleefstowwe met 'n roller of kwas aan mure aanbring;

vloerpolitoer aanbring;

voeë opvul en alle muurteëls skoonmaak, uitgesonderd voeg-stryk- en voegvulwerk;

die groottes van muur- en vloerteëls meet;

(m) *Houtmasjiënwerk*.—Materiaal van alle houtwerkmasjiëne afneem;

(n) *Ander*.—Geskoolde werknemers of hoër gegradeerde werkers bystaan wanneer nodig, sonder om sodanige werk van 'n hoër graad te verrig;

afval- of ou metaal met die hand of 'n masjiën baal;

staalwapeningsmateriaal bind of met draad vasbind, en sodanige materiaal onder toesig sny, buig, monteer, oprig en vassit;

dagha, stene, klip, beton of ander materiaal dra;

bakstene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;

hoepelyster sny, buig en gate daarin maak;

afvalmetaal met die hand in stukke sny;

klip of grond vir fondamente, slote, riole en kanale uitgrawe of uithaal;

uitgrawingswerk in grond, sagte en harde rots met gebruik van 'n klopboor en die uitgegrawe klip en grond verwyder;

sand, klip en sement afmeet;

materiaal en goedere op- en aflaa;

beton met die hand of 'n masjiën meng;

masjinerie olie en smeer;

vlekke en sement van klip-, kunsklip-, leiklip- terra-cotta- of dergelike oppervlakke met karborundumblokke of vrymasjiëne verwyder;

hystoestelle oprig;

afgewerkte voorvlakke van produkte met die hand afskraap deur gebruik te maak van 'n staaldraadborsel en 'n skropborsel;

materiaal met 'n skopgraaf 'n dagha- of betonmengmasjiëne invoer of dit daar uithaal, sand met die hand sif en dagha of beton met skopgrawe met die hand meng;

baksteen- en betonwerk met skropborsels afwas en gebruikte stene skoonmaak;

“ongeskoolde arbeider (herhaalproseswerk)” 'n werknemer wat 'n herhaalproses in een of meer van die volgende werksaamhede verrig:

Lym met 'n handkwas of roller aanbring;

persele, of masjinerie, gereedskap, werktuie, implemente, voertuie of ander artikels skoonmaak;

fineersel bymeakaar maak;

goedere of artikels optel, dra, verskuif of opstapel;

geboue of ander bouwerke met wit- of kleurkalk afwit;

op- en aflaa;

vuur maak, aan die gang hou of uitkrap of vullis of as verwyder;

beton met die hand meng;

krane of kleppe onder toesig oop- en toemaak;

kratke, kiste, bale of pakette oop- of toemaak;

artikels van dieselfde grootte of getal in houters plaas wat spesiaal gemaak is om hulle te bevat;

'n hand- of batteryaangedrewe voertuig stoot of trek;

bande van laaghout of finerwerk verwyder;

kratke of kiste met die hand herstel;

planke, bordpapier of fineersel volgens grootte sorteer;

die bestanddele by die maak van lym roer;

van 'n outomatiese of halfoutomatiese masjiën afneem;

“bewys” die amptelike bewys wat die Raad uitreik, en by die toepassing van hierdie Ooreenkoms het “seël” dieselfde betekenis;

“loon” daardie gedeelte van die besoldiging wat ingevolge klousule 4 van die Vorige Ooreenkoms (soos gewysig by klousule 6 van hierdie Ooreenkoms) in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone ure voorgeskryf in klousule 9 van hierdie Ooreenkoms: Met dien verstande dat, as 'n werkgever 'n werknemer gereeld ten opsigte van sodanige gewone werke 'n hoër bedrag betaal as dié wat in genoemde klousule 4 van die Vorige Ooreenkoms (soos gewysig by klousule 6 van hierdie Ooreenkoms) voorgeskryf word, dit sodanige hoër bedrag beteken;

“week” van Maandag tot Vrydag;

“werkdag” enige dag behalwe Saterdag [uitgesonderd die Saterdag onmiddellik voor Hemelvaartsdag en sodanige getal Saterdae onmiddellik vóór die jaarlikse verlof in klousule 18 van die Vorige Ooreenkoms (soos gewysig deur klousule 12 van hierdie Ooreenkoms) voorgeskryf wat gelyk is aan die getal dae bo en behalwe die 23 dae wat deur die genoemde jaarlikse verlof gedek word], Sondag, Nuwejaarsdag, Goeie

(l) *Tiling*.—Applying of adhesives to walls with the use of a roller or brush;

applying of floor polish;

filling in joints and cleaning off all wall tiles, excluding jointing and pointing;

gauging sizes of wall and floor tiles;

(m) *Woodmachining*.—Drawing off materials from all wood-working machines.

(n) *Other*.—Assisting skilled employees or higher graded workers wherever necessary, but not to perform such higher graded work;

baling waste or scrap metal by hand or machine;

binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;

carrying mortar, bricks, stone, concrete or other materials;

cutting, drilling, chasing and plugging in brick and concrete;

cutting hoop iron, bending and holing;

cutting up scrap metal by hand;

digging or taking out stone or soil for foundations, trenches, drains and channels;

excavating in ground, soft and hard rock and using a jack-hammer and removing excavated stone and soil;

gauging sand, stone and cement;

loading and unloading materials and goods;

mixing concrete by hand or machine;

oiling and greasing machinery;

removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;

erecting hoists;

scraping down finished faces of products by hand using a wire steel brush and a scrubbing brush;

shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;

washing down brick and concrete with scrubbing brushes and cleaning used bricks;

“unskilled labourer (repetitive processes)” means an employee engaged on a repetitive process in any one or more of the following operation:

Applying glue by handbrush or roller;

cleaning premises, or machinery, tools, utensils, implements, vehicles or other articles;

collecting veneers;

lifting, carrying, moving or stacking goods or articles;

lime-washing or colour-washing buildings or other structures;

loading or unloading;

making, maintaining or drawing fires or removing refuse or ashes;

mixing concrete by hand;

opening or closing cocks or valves under supervision;

opening or closing crates, boxes, bales or packages;

placing articles of uniform size or number into receptacles specially made to contain them;

pushing or pulling any manually or battery propelled vehicle;

removing tape from plywood or veneers;

repairing crates or boxes by hand;

sorting planks, boards or veneers according to size;

stirring ingredients in the making of glue;

taking off from any automatic or semi-automatic machine;

“voucher” means the official voucher issued by the Council and “stamp” shall have the same meaning for the purpose of this Agreement;

“wage” means that portion of the remuneration payable in money to an employee in terms of clause 4 of the Former Agreement (as amended by clause 6 of this Agreement) in respect of the ordinary hours laid down in clause 9 of this Agreement: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in the said clause 4 of the Former Agreement (as amended by clause 6 of this Agreement) it means such higher amount;

“week” means from Monday to Friday;

“working day” means any day other than Saturday (except the Saturday immediately preceding Ascension Day and such number of Saturdays immediately preceding the annual leave prescribed in clause 18 of the Former Agreement (as amended by clause 12 of this Agreement) equal to the number of days in excess of 23 covered by the said annual leave), Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day,



Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag en Gesinsdag, en die jaarlikse verlof in klousule 18 van die Vorige Ooreenkoms (soos gewysig deur klousule 12 van hierdie Ooreenkoms) voorgeskryf ten opsigte waarvan die gewone werkure soos in klousule 9 van hierdie Ooreenkoms voorgeskryf, van toepassing is.

## DEEL II

Hierdie deel van die Ooreenkoms is van toepassing op werknemers uitgesonderd dié wat op herhaalprosesse werk saam is en op die werkgewers van sodanige werknemers.

### 6. LONE

Klousule 4 van die Vorige Ooreenkoms word soos volg gewysig:

(1) Vervang subklousule (1) deur die volgende:

"(1) Geen lone wat laer as die volgende is, gelees saam met die ander bepalings van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

the Friday immediately following Ascension Day, Republic Day, Settlers' Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day, and the annual leave prescribed in clause 18 of the Former Agreement (as amended by clause 12 of this Agreement) in respect of which the ordinary hours of work laid down in clause 9 of this Agreement apply.

## PART II

This part of the Agreement shall apply to employees other than those employed on repetitive processes and to the employers of such employees.

### 6. WAGES

Amend clause 4 of the Former Agreement as follows:

(1) For subclause (1) substitute the following:

"(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

	Sent per uur							
	Met ingang van die datum waarop hierdie Ooreenkoms in werking tree en tot 31/10/79		1/11/79 tot 30/4/80		1/5/80 tot 31/10/80		Daarna	
	Bethal Gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word	Bethal Gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word	Bethal Gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word	Bethal Gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word
(a) Leerling Assistent Versierder / Beglaser (75 persent van die loon voorgeskryf vir 'n geskoolde werknemer, afgerond tot die naaste volle sent)...	c	c	c	c	c	c	c	c
(b) Assistent Versierder/Beglaser (90 persent van die loon voorgeskryf vir 'n geskoolde werknemer afgerond tot die naaste volle sent).....	171	214	180	225	190	238	252	252
(c) (i) Leerling Werksman graad I....	206	257	216	270	229	286	302	302
(ii) Werksman graad I (65 persent van die loon voorgeskryf vir 'n geskoolde werknemer, afgerond tot die naaste volle sent tot 1/5/80, waarna dit 75 persent sal wees)....	96	120	101	126	106	133	141	141
(d) Kraandrywer.....	149	186	156	195	190	238	252	252
(e) Drywer van 'n meganiese voertuig waarvan die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word meer as 4 500 kg is.....	117	146	122	153	130	162	172	172
(f) Werksman, graad II.....	100	125	105	131	111	139	147	147
(g) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van enige sleepwa of sleepwaens wat aan so 'n voertuig vas is of daardeur getrek word hoogstens 4 500 kg is.....	96	120	101	126	106	133	141	141
(h) Werksman, graad III, op konstruksiewerk.....	78	98	82	102	87	109	115	115
(i) Werksman, graad III, nie op konstruksiewerk nie.....	62	78	66	82	69	86	91	91
(j) Werknemers in alle ander ambagte of beroepe nie elders vermeld nie, uitgesonderd vakleerlinge, ambagsmanne en kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, en werknemers vir lone in Deel II voorgeskryf word.....	54	68	58	72	61	76	80	80
	58	72	61	76	65	81	85	85
(k) Ongeskoolde arbeider, in gebied A, op bouwerk.....	—	Area A Area B	—	Area A Area B	—	Area A Area B	—	Area A Area B
(l) Ongeskoolde arbeider, in gebied A, nie op bouwerk nie.....	—	72 —	—	76 —	—	81 —	—	85 —
(m) Ongeskoolde arbeider, in gebied B, op bouwerk.....	—	60 —	—	63 —	—	67 —	—	70 —
	59	— 59	62	— 62	65	— 65	69	— 69

	Sent per uur							
	Met ingang van die datum waarop hierdie Ooreenkoms in werking tree en tot 31/10/79		1/11/79 tot 30/4/80		1/5/80 tot 31/10/80		Daarna	
	Bethal Gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word	Bethal Gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word	Bethal Gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word	Bethal Gebied	Alle ander gebiede wat deur die Raad se Ooreenkoms gedek word
	c	c	c	c	c	c	c	c
(n) Ongeskoolde arbeider, in gebied B, nie op bouwerk nie.....	46	— 46	48	— 48	51	— 51	54	— 54
(o) Skoonmaker (70 persent van die loon voorgeskryf vir 'n ongeskoolde arbeider, gebied A, op bouwerk)....	51	51	53	53	57	57	59	59
(p) Werknemer wat persele patrolleer en eiendom bewaak.....	R 5,38 per dag	R 5,38 per dag	R 5,65 per dag	R 5,65 per dag	R 5,99 per dag	R 5,99 per dag	R 6,32 per dag	R 6,32 per dag"

	Cents per hour							
	With effect from the coming into operation of this Agreement and up to 31/10/79		1/11/79 to 30/4/80		1/5/80 to 31/10/80		Thereafter	
	Bethal Area	All other areas covered by the Councils Agreement	Bethal Area	All other areas covered by the Councils Agreement	Bethal Area	All other areas covered by the Councils Agreement	Bethal Area	All other areas covered by the Councils Agreement
	c	c	c	c	c	c	c	c
(a) Learner Assistant Decorator/Glazier (75 per cent of the wage as prescribed for a skilled employee rounded off to the nearest whole cent).....	171	214	180	225	190	238	252	252
(b) Assistant Decorator/Glazier (90 per cent of the wage as prescribed for a skilled employee rounded off to the nearest whole cent).....	206	257	216	270	229	286	302	302
(c) (i) Learner Operative Grade I.....	96	120	101	126	106	133	141	141
(ii) Operative Grade I.....	145	186	156	195	190	238	252	252
(65 per cent of the wage as prescribed for a skilled employee rounded off to the nearest whole cent until 1/5/80 after which it will be 75 per cent)...								
(d) Crane driver.....	117	146	122	153	130	162	172	172
(e) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle is over 4 500 kg.....	100	125	105	131	111	139	147	147
(f) Operative Grade II.....	96	120	101	126	106	133	141	141
(g) Driver of a mechanical vehicle the unladen mass of which together with the unladen mass of any trailer(s) attached to or drawn by such vehicle in up to and including 4 500 kg....	78	98	82	102	87	109	115	115
(h) Operative Grade III on construction work.....	62	78	66	82	69	86	91	91
(i) Operative Grade III not on construction work.....	54	68	58	72	61	76	80	80
(j) Employees in all other trades or occupations not elsewhere specified, excluding apprentices, artisans and trainees under the Training of Artisans Act, 1951, and employees for whom wages are prescribed in Part II.....	58	72	61	76	65	81	85	85
		Area A Area B		Area A Area B		Area A Area B		Area A Area B
(k) Unskilled Labourer, Area A on construction work.....	—	72 —	—	76 —	—	81 —	—	85 —



	Cents per hour							
	With effect from the coming into operation of this Agreement and up to 31/10/79		1/11/79 to 30/4/80		1/5/80 to 31/10/80		Thereafter	
	Bethal Area	All other areas covered by the Councils Agreement	Bethal Area	All other areas covered by the Councils Agreement	Bethal Area	All other areas covered by the Councils Agreement	Bethal Area	All other areas covered by the Councils Agreement
(l) Unskilled Labourer, Area A not on construction work.....	c —	c 60 —	c —	c 63 —	c —	c 67 —	c —	c 70 —
(m) Unskilled Labourer, Area B on construction work.....	59	— 59	62	— 62	65	— 65	69	— 69
(n) Unskilled Labourer, Area B not on construction work.....	46	— 46	48	— 48	51	— 51	54	— 54
(o) Cleaner (70 per cent of the wage prescribed for an Unskilled Labourer, Area A on construction).....	51	51	53	53	57	57	59	59
(p) Employees engaged on patrolling premises and guarding property....	R 5,38 per day	R 5,38 per day	R 5,65 per day	R 5,65 per day	R 5,99 per day	R 5,99 per day	R 6,32 per day	R 6,32 per day

(2) Vervang subklousules (3) en (4) deur die volgende:

"(2) *Differensiële loon*.—'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in hierdie Ooreenkoms of enige ander ooreenkoms van die Raad voorgeskryf word, moet vir al die ure op so 'n dag gewerk teen die hoër loon besoldig word: Met dien verstande dat wanneer 'n werknemer vir drie uur of minder op 'n dag die werk van 'n hoër klas verrig, hy teen die hoër tarief betaal word slegs ten opsigte van die tyd wat hy werklik aan sodanige hoër gegradeerde werk bestee het.

(3) *Vermindering van loon*.—Niks in hierdie Ooreenkoms of enige wysiging daarvan mag die uitwerking hê dat dit die besoldiging verminder wat aan 'n werknemer betaal is onmiddellik voor die datum waarop hierdie Ooreenkoms of enige wysiging daarvan, na gelang van die geval, in werking getree het nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in dieselfde klas werk in diens is."

## 7. REGISTRASIE VAN WERKNEMERS

Vervang klousule 5 van die Vorige Ooreenkoms deur die volgende:

"(1) *Werksman, graad I*.—(a) Elke werkgever moet toesien dat geen persoon, anders as 'n geskoolde werknemer enige van die werksaamhede in die omskrywing van werksman, graad I, genoem verrig nie, tensy sodanige werkgever—

(i) van die Raad 'n registrasiesertifikaat vir sodanige werknemer verkry het en seker maak dat dié werknemer die sertifikaat altyd by hom het terwyl hy aldus in diens is; en

(ii) van die Raad skriftelike verlof ontvang het wat hom magtig om 'n werksman, graad I, in diens te neem en wat al die voorwaardes uiteensit waarop dié werknemer in diens geneem moet word;

(iii) in die geval van 'n werksman, graad I, wat nog op proeftyd is, dié werknemer ook by die Raad geregistreer het.

(b) Elke werkgever wat in besit is van 'n permit en registrasiesertifikaat in subklousule (a) bedoel, moet sodanige permit of registrasiesertifikaat wat hy nie gebruik nie sonder versuim aan die Raad terugstuur.

(c) Die Raad kan te eniger tyd die skriftelike verlof- en/of registrasiesertifikaat in subklousule (a) bedoel intrek ná kennisgewing van 10 werkdag aan die werkgever: Met dien verstande dat indien daar vasgestel word dat die werkgever dit nie gebruik nie, geen kennisgewing nodig is nie.

(d) Geen werknemer mag vir 'n proeftyd van langer as altesaam ses maande in dieselfde ambag as 'n werksman, graad I, in diens geneem word nie, hetsy deur een of meer werkgevers.

(2) For subclauses (3) and (4) substitute the following:

"(2) *Differential rates*.—An employee who on the same day performs two, or more classes of work for which different rates of wages are prescribed in this Agreement or any other agreement of the Council, shall be paid at the highest rate for all the hours worked on that day: Provided that where an employee performs the work in a higher class for three hours or less per day, he shall only be paid at the higher rate in respect of the time actually occupied on such higher graded work.

(3) *Reduction in wages*.—Nothing in this Agreement or any amendment thereto shall operate to reduce the remuneration which was being paid to an employee immediately prior to the date on which this Agreement or any amendment thereto, as the case may be, came into operation, and any employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement shall continue to receive such higher rate whilst employed by the same employer on the same class of work."

## 7. REGISTRATION OF EMPLOYEES

For clause 5 of the Former Agreement substitute the following clause:

"(1) *Operative Grade I*.—(a) Every employer shall ensure that no person other than a skilled employee perform any one or more of the operations mentioned in the definition of Operative Grade I unless such employer has—

(i) obtained from the Council a registration certificate for such employee and ensures that such employee at all times while so employed is in possession of same; and

(ii) obtained from the Council a written permission authorising the employment of an operative, Grade I, which shall set out all the conditions under which such employee shall be employed;

(iii) in addition, in the case of an operative, Grade I, on probation, registered such employee with the Council.

(b) Every employer who is in possession of a permit and registration certificate referred to in subclause (a) shall without delay, return to the Council such permit or registration certificate not used by him.

(c) The Council may at any time withdraw the written permit and registration certificate referred to in subclause (a) after giving 10 working days' notice to the employer: Provided that upon it being established that the employer is not using it, no notice is required.

(d) No employee shall be employed as an operative Grade I, on probation at the same trade for more than six months in the aggregate, whether by one or more employers.

(2) *Assistent versierder/beglasers en leerling assistent versierder/beglasers.*—Elke werkgever moet toesien dat geen persoon anders as 'n geskoolde werknemer enige van die werksaamhede in die omskrywing van assistent versierder/beglasers en leerling assistent versierder/beglasers genoem verrig nie: Met dien verstande dat 'n leerling assistent versierder/beglasers en assistent versierder/beglasers sodanige werk mag verrig, onderhewig aan die volgende:

(a) Elke leerling assistent versierder/beglasers moet binne sewe dae nadat hy sodanig in diens geneem is, by die Raad geregistreer en geen werkgever mag 'n leerling assistent versierder/beglasers vir langer as sewe dae in diens hê wat nie by die Nywerheidsraad geregistreer is nie.

(b) Elke leerling assistent versierder/beglasers moet 'n toets wat deur die Raad gestel word ondergaan, om 'n assistent versierder/beglasers te word, binne drie maande nadat hy sy in-diensopleidingsperiode van een jaar voltooi het. Indien hy sodanige toets slaag moet die Nywerheidsraad hom registreer as assistent versierder/beglasers maar as hy nie die toets slaag nie mag hy nie deur 'n ander werkgever as leerling assistent versierder/beglasers geëmployeer word nie.

(c) Geen werkgever mag 'n leerling assistent versierder/beglasers vir langer as 12 maande in sy diens hou teen die loon voorgeskryf vir 'n leerling assistent versierder/beglasers nie. Vanaf die datum waarop hy sy 12 maande opleidingsperiode voltooi en voordat hy die toets as assistent versierder/beglasers aflê, moet die werkgever aan hom die loon voorgeskryf vir 'n assistent versierder/beglasers betaal.

(d) Ten einde die Nywerheidsraad in staat te stel om behoorlike beheer oor enige misbruik van die diens van leerling assistent versierders/beglasers en/of assistent versierder/beglasers, sal die Nywerheidsraad die reg hê om die registrasie van hierdie kategorie van werknemers te weier en in sodanige geval mag die Raad in sy absolute diskresie die voorwaardes neêrlê waaronder enige spesifieke werkgever leerling assistent versierders/beglasers in diens mag neem."

#### 8. VERBODE INDIENSNEMING

Vervang kousule 6 van die Vorige Ooreenkoms deur die volgende:

##### "6. VERBODE INDIENSNEMING"

"(1) Elke werkgever moet toesien dat niemand anders as 'n geskoolde werknemer, leerlingambagsman, vakleerling of kwekling enigeen van die werksaamhede genoem in die omskrywing van 'geskoolde werknemer' verrig nie, maar 'n Werksman, graad I, en assistent versierder/beglasers of leerling assistent versierder/beglasers mag, behoudens kousule 7 van hierdie Ooreenkoms sodanige werksaamhede uitvoer in soverre as wat in die omskrywing van dié klas werknemer uiteengesit word.

(2) Niemand anders as 'n geskoolde werknemer, kontrakteur vir slegs arbeid, leerlingambagsman, vakleerling of kwekling mag enige van die werksaamhede genoem in die omskrywing van 'Werksman, graad I,' verrig nie tensy hy deur die Raad toegelaat is om die betrokke werksaamhede uit te voer.

(3) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalinge in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van 'n persoon verbied, geag 'n werkgever vry te stel van die betaling van die voorgeskryfde besoldiging wat hy sou moet betaal het en van die nakoming van die voorwaardes wat hy sou moet nagekom het indien sodanige indiensneming nie verbied was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming nie verbied was nie."

#### 9. WERKDAE EN WERKURE

Vervang kousule 8 van die Vorige Ooreenkoms deur die volgende:

##### "8. WERKDAE EN WERKURE

(1) Behoudens kousule 10 van hierdie Ooreenkoms mag geen werkgever van 'n werknemer, uitgesonderd 'n werknemer wat persele patrolleer en eiendom bewaak, vir wie lone in kousule 4 van die Vorige Ooreenkoms (soos gewysig by kousule 6 van hierdie Ooreenkoms) voorgeskryf word, vereis of hom toelaat om soos volg te werk nie en mag geen werknemer soos volg werk nie:

(a) Vir meer as 45 uur in 'n bepaalde week of vir meer as nege uur op 'n bepaalde dag;

(b) vir meer as vyf dae vanaf Maandag tot Vrydag in enige week;

(c) vir langer as vyf uur sonder 'n pouse van minstens 30 minute: Met dien verstande dat 'n werkgever dié pouse tot een uur kan verleng indien hy dit nodig ag; of

(d) op Saterdag en Sondag;

(e) voor 07h00 of na 17h00.

(2) *Assistant decorator/glazier and learner assistant decorator/glazier.*—Every employer shall ensure that no person other than a skilled employee perform any one or more of the operations mentioned in the definition of assistant decorator/glazier and learner assistant decorator/glazier provided that a learner assistant decorator/glazier and assistant decorator/glazier may perform such work subject to the following:

(a) Every learner assistant decorator/glazier shall register with the Industrial Council within seven days of having been so engaged by an employer and no employer shall employ for longer than seven days a learner assistant decorator/glazier who is not registered with the Industrial Council.

(b) Every learner assistant decorator/glazier shall undergo a test set by the Council to become an assistant decorator/glazier within three months after completion of his in service training period of one year. Should he pass such test the Industrial Council shall register him as an assistant decorator/glazier but should he fail such test he shall not be employed by another employer as a learner assistant decorator/glazier.

(c) No employer shall keep in his employ a learner assistant decorator/glazier for a period in excess of 12 months, at a wage prescribed for a learner assistant decorator/glazier. From the date of completion of his 12 months training period and before taking his test as assistant decorator/glazier the employer shall pay such learner assistant decorator/glazier at the wage prescribed for an assistant decorator/glazier.

(d) To enable the Industrial Council to properly control any abuse of the employment of learner assistant decorators/glaziers and/or assistant decorator/glaziers the Industrial Council shall have the right to refuse registration of this category of employee and in such event the Council may in its sole discretion stipulate the conditions under which any specific employer may engage learner assistant decorators/glaziers."

#### 8. PROHIBITED EMPLOYMENT

For clause 6 of the Former Agreement substitute the following clause:

##### "6. PROHIBITED EMPLOYMENT"

"(1) Every employer shall ensure that no person other than a skilled employee, learner artisan, apprentice or a trainee perform any of the operations mentioned in the definition of 'skilled employee' except that an Operative Grade I and assistant decorator/glazier or learner assistant decorator/glazier may, subject to clause 7 of this Agreement, perform such operations to the extent set out in the definition of that class of employee.

(2) No person other than a skilled employee, labour only contractor, learner artisan, apprentice or a trainee, shall perform any of the operations mentioned in the definition of 'Operative Grade I', unless he has been permitted by the Council to perform the relevant operations.

(3) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement no provision which prohibits a person to perform an operation shall be deemed to relieve the employer of such a person from paying the remuneration prescribed which he would have had to pay and observing the conditions which he would have had to observe had the performance of the particular operations by the persons concerned not been prohibited and the employer shall continue to pay such remuneration and observe such conditions as if the performance of the particular operations by the person concerned had not been prohibited."

#### 9. DAYS AND HOURS OF WORK

For clause 8 of the Former Agreement substitute the following clause:

##### "8. DAYS AND HOURS OF WORK

(1) Subject to the provisions of clause 10 of this Agreement no employer shall require or permit an employee other than an employee engaged on patrolling premises and guarding property for whom wages are prescribed in clause 4 of the Former Agreement (as amended by clause 6 of this Agreement) to work and no such employee shall work—

(a) for more than 45 hours in any one week or for more than nine hours in any one day;

(b) for more than five days from Monday to Friday in any one week;

(c) for longer than five hours without a break of at least 30 minutes: Provided that an employer may increase such break to one hour if he deems it necessary; or

(d) on Saturdays and Sundays;

(e) before 07h00 or after 17h00.



(2) Van 'n werknemer wat persele patrolleer en eiendom bewaak, mag nie vereis word om meer as ses dae per week en voor 16h30 en na 07h30 te werk nie. (By die toepassing van hierdie subklousule beteken 'dag' 'n ononderbroke tydperk van 24 uur bereken vanaf die tyd wat die werknemer gewoonlik begin werk.)"

#### 10. OORTYDWERK

Klousule 9 van die Vorige Ooreenkoms word soos volg gewysig:

(1) Vervang subklousules (1), (2) en (3) deur die volgende:

"(1) 'n Werkgewer mag nie van 'n werknemer verwag of hom toelaat om oortyd te werk nie behalwe die eerste uur van oortyd méér as die werkure voorgeskryf in klousule 9 van hierdie Ooreenkoms ten opsigte waarvoor geen toestemming vereis word nie. Toestemming om oortyd te werk wat meer is as dié hierbo genoem moet skriftelik vooraf deur die werkgewer van die Raad verkry word, behalwe in noodgevalle, en in so 'n geval moet die werkgewer dit binne vier uur van die volgende werkdag na sodanige noodtoestand ontstaan het, aan die plaaslike komitee van die Raad in die betrokke gebied rapporteer.

(2) Oortydbesoldiging.—Tensy anders gemeld in 'n vrystellingsertifikaat, moet 'n werkgewer wat van 'n werknemer vereis of hom toelaat om oortyd te werk, sodanige werknemer betaal—

(a) teen sy gewone loon plus 'n bedrag gelyk aan een vyfde daarvan vir die eerste uur oortyd per dag gewerk, Maandae tot Vrydae;

(b) teen een en 'n half maal sy gewone loon vir alle oortydwerk bo en behalwe een uur per dag, Maandae tot Vrydae, en vir alle oortydwerk op Saterdag, uitgesonderd die Saterdag onmiddellik voor Gelofte-dag en sodanige getal Saterdag onmiddellik voor die jaarlikse verloftyd in klousule 18 van die Vorige Ooreenkoms (soos gewysig by klousule 14 van hierdie Ooreenkoms) voorgeskryf wat gelyk is aan die getal dae bo en behalwe die 23 dae wat deur die genoemde jaarlikse verloftydperk gedek word;

(c) teen dubbel sy gewone loon vir alle tyd wat hy werk op Sondag, Nuwejaarsdag, Goie Vrydag, Paasmaandag, Hemelvaartsdag, die Vrydag onmiddellik ná Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte-dag, Kersdag, Gesinsdag, en op al die ander dae wat gedek word deur die jaarlikse vakansietyd in klousule 18 van die Vorige Ooreenkoms soos gewysig by klousule 14 van hierdie Ooreenkoms voorgeskryf;

(d) die lone voorgeskryf in paragrawe (b) en (c) is slegs van toepassing nadat 'n werkgewer 45 uur per week teen sy gewone loon voltooi het: Met dien verstande dat tyd wat met sy werkgewer se toestemming verlore gegaan het of wat deur 'n siektesertifikaat gedek word, vir die toepassing van hierdie subklousule geag word tyd te wees wat gewerk is.

(3) 'n Werknemer se gewone werkure plus oortyd is hoogstens 56 per week."

(2) Voeg die volgende nuwe subklousule (4) in:

"(4) Toestemming om skofte te werk moet vooraf skriftelik deur die werkgewer van die Raad verkry word en sodanige werk sal onderhewig wees aan die voorwaardes soos deur die Raad in elke geval bepaal. Met dien verstande dat werknemers wat winkelwerk in diens van meester klipmesselaars verrig, toegelaat sal word om skofte van nie meer as 8 ure per skof te werk, sonder dat vooraf toestemming van die Raad verkry is, maar die Raad moet in elke sodanige geval in kennis gestel word."

(3) Voeg die volgende nuwe subklousule (5) in:

"(5) 'n Werknemer wat afwesig is van sy werk—

(a) sonder sy werkgewer se toestemming; en/of

(b) as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon; en/of

(c) vir enige ander rede wat nie deur die Raad as geldig beskou word nie;

op die werkdag onmiddellik voor of na 'n betaalde openbare vakansiedag genoem in subklousule (3) sal nie op betaling vir sodanige dag/e geregtig wees nie en die werkgewer sal geregtig wees om verder van gelde wat die werknemer reeds verdien het, die loon vir die betrokke aantal werkdag waarop hy homself aldus afwesig het in ooreenstemming met die omstandighede hierbo beskryf, met 'n maksimum van twee, af te trek."

(2) An employee engaged on patrolling premises and guarding property shall not be required to work more than six days per week and before 16h30 or after 07h30. (For the purpose of this subclause 'day' means a consecutive period of 24 hours reckoned from the time an employee normally commences work.)"

#### 10. OVERTIME

Clause 9 of the Former Agreement is amended as follows:

(1) Substitute the following for subclauses (1), (2) and (3):

"(1) An employer shall not require or allow any employee to work overtime save for the first hour of overtime in excess of the hours of work described in clause 9 of this Agreement for which no permission shall be required. Permission to work overtime in excess of the hours stipulated above shall first be obtained in writing by the employer from the Council except in cases of emergency, in which event the employer shall report to the local committee of the Council in the area concerned within four hours of the next working day of the time such emergency has arisen.

(2) Payment for overtime.—Unless otherwise stated in a certificate of exemption, an employer who requires or permits an employee to work overtime shall pay such employee—

(a) at his ordinary rate of wages plus one-fifth thereof for the first hour overtime worked per working day from Mondays to Fridays;

(b) at one and a half times his ordinary rate of wages for all overtime worked in excess of one hour per day, Mondays to Fridays, and any overtime worked on Saturdays, except the Saturday immediately preceding the Day of the Covenant and such number of Saturdays immediately preceding the annual leave period prescribed in clause 18 of the Former Agreement (as amended by clause 14 of this Agreement) equal to the number of days in excess of 23 covered by the said annual leave period;

(c) at double his ordinary rate of wages for all time worked on Sundays, New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Settlers Day, Kruger Day, Day of the Covenant, Christmas day, Boxing Day, and on any such other days as may be covered by the annual holiday period prescribed in clause 18 of the Former Agreement as amended by clause 12 of this Agreement;

(d) the rates prescribed in paragraphs (b) and (c) shall apply only after an employee has completed 45 hours per week at his ordinary rate of wages: Provided that time lost with his employer's permission or covered by sick certificate shall, for the purposes of this subclause be deemed to be time worked.

(3) An employee's ordinary hours of work plus overtime shall not exceed 56 hours per week."

(2) Insert the following new subclause (4):

"(4) Permission to work shifts shall first be obtained in writing by the employer from the Council and such work shall be subject to such conditions as determined by the Council in each case. Provided however that employees employed by master masons on shopwork shall be allowed to work shifts of not more than eight hours per shift without permission being first obtained from the Council, but in every such case the Council shall be notified."

(3) Insert the following new subclause (5):

"(5) An employee who absents himself—

(a) without his employer's permission; and/or

(b) due to illness without being able to produce a medical certificate; and/or

(c) for any other reason not considered valid by the Council;

on the working day immediately before or after a paid public holiday mentioned in subclause (1) (c) shall not be entitled to payment for such day and the employer shall be entitled to further deduct from the employee's wages already earned, the wages for the relevant number of working days, with a maximum of two, on which he has so absented himself in accordance with the circumstances described above."

## 11. VAKANSIEFONDS

Klousule 11 van die Vorige Ooreenkoms word soos volg gewysig:

(1) Voeg die volgende by subklousule (D) (1):

"Leerling assistent versierder/beglaser vir die eerste 40 ure in elke week gewerk—29,4 sent per uur".

(2) Voeg die volgende by subklousule (D) (2) (a):

"Leerling assistent versierder/beglaser—R11,76".

## 12. AGENTE

Klousule 17 van die Vorige Ooreenkoms word soos volg gewysig:

Vervang subklousule (2) deur die volgende:

"(2) Die agent mag in die uitvoering van sy pligte 'n tolk saam met hom neem en moet 'n verantwoordelik persoon in diens van die werkgewer kontak na afhandeling van sy ondersoek."

## 13. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Klousule 18 van die Vorige Ooreenkoms word soos volg gewysig:

Vervang subklousule (1) deur die volgende:

"(1) Geen werk mag in die Nywerheid deur werkgewers en werknemers gedurende ondergenoemde tydperke verrig word nie:

(a) Tussen 17h00 op 14 Desember 1979 en 07h00 op 5 Januarie 1980;

(b) tussen 17h00 op 12 Desember 1980 en 07h00 op 5 Januarie 1981;

of Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, die Vrydag wat onmiddellik op Hemelvaartdag volg, Republiekdag, Setlaarsdag, Krugerdag, Gelofte dag en Kersdag."

## 14. REGISTRASIE VAN WERKGEWERS

Klousule 21 van die Vorige Ooreenkoms word soos volg gewysig:

Vervang subklousule (4) (a) deur die volgende:

"(4) (a) Elke werkgewer in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne sewe dae van sodanige datum, of vanaf die datum waarop sodanige werkgewer met werksaamhede begin, na gelang van die geval, of enige latere datum neergelê deur die Raad by die Raad 'n waarborg indien wat vir die Raad aanvaarbaar is, om die betaling ten opsigte van sy werknemers te dek van twee weke—

(i) se lone soos voorgeskryf in klousule 6;

(ii) se ander finansiële verpligtings waarvoor die werkgewer kragtens hierdie of enige ander ooreenkoms van die Raad;

aanspreeklik is: Met dien verstande dat die minimum waarborg vir 'n bedrag van R500 moet wees.

Geteken te Johannesburg op hierdie 26ste dag van April 1979.

N. G. LEVEY, Voorsitter.

G. H. BEETGE, Ondervoorsitter.

D. B. EHLERS, Hoofsekretaris.

No. R. 1606

20 Julie 1979

## WET OP NYWERHEIDSVERSOENING, 1956

WERKRESERVERINGVASSTELLING 28 — BOU-NYWERHEID, REPUBLIEK VAN SUID-AFRIKA. — VRYSTELLING TEN OPSIGTE VAN SEKERE GEBIEDE IN TRANSVAAL

Hierby word vir algemene inligting bekendgemaak dat die Minister van Mannekragbenutting, kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, aan alle werkgewers vir wie die Ooreenkoms in verband met die Bou- en Monumentklipmesselnywerheid, Transvaal, gepubliseer by Goewermentskennisgewing R. 1605 van 20 Julie 1979, bindend is en aan alle werknemers van sodanige werkgewers, met ingang

## 11. HOLIDAY FUND

Amend clause 11 of the Former Agreement by:

(1) Adding to subclause (D) (1) the following:

"Learner assistant decorator/glazier for the first 40 hours worked per week—29,4 cents per hour".

(2) Adding to subclause (D) (2) (a) the following:

"Learner assistant decorator/glazier R11,76".

## 12. AGENTS

Clause 17 of the Former Agreement is amended as follows:

Substitute the following for subclause (2):

"(2) The agent in the course of fulfilling his duties may take with him an interpreter and shall contact a responsible person in the employ of the employer after his investigation."

## 13. ANNUAL LEAVE AND PUBLIC HOLIDAYS

Clause 18 of the Former Agreement is amended as follows:

For subclause (1) substitute the following:

"(1) No work shall be performed in the Industry by employers and employees during the periods stated hereunder:

(a) Between 17h00 on 14 December 1979 and 07h00 on 7 January 1980;

(b) between 17h00 on 12 December 1980 and 07h00 on 5 January 1981;

or New Year's Day, Good Friday, Easter Monday, Ascension Day, the Friday immediately following Ascension Day, Republic Day, Settlers Day, Kruger Day, the Day of the Covenant, Christmas Day."

## 14. REGISTRATION OF EMPLOYERS

Clause 21 of the Former Agreement is amended as follows:

Substitute the following for subclause (4) (a):

"(4) (a) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall, within seven days of such date, or of the date on which such employer commences operations, as the case may be, or at any later date stipulated by the Council, lodge with the Council a guarantee acceptable to the Council, to cover the payment in respect of his employees of two weeks—

(i) wages as prescribed in clause 4 of the Former Agreement (as amended by clause 6 of this Agreement);

(ii) other financial obligations for which an employer is liable in terms of this or any other agreement of the Council: Provided that the minimum guarantee shall be for an amount of R500."

Signed at Johannesburg this 26th day of April 1979.

N. G. LEVEY, Chairman.

G. H. BEETGE, Vice-Chairman.

D. B. EHLERS, General Secretary.

No. R. 1606

20 July 1979

## INDUSTRIAL CONCILIATION ACT, 1956

WORK RESERVATION DETERMINATION 28—BUILDING INDUSTRY, REPUBLIC OF SOUTH AFRICA.—EXEMPTION IN RESPECT OF CERTAIN AREAS IN TRANSVAAL

It is hereby notified for general information that the Minister of Manpower Utilisation has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination 28, published under Government Notice R. 149 of 24 January 1975, to all employers who are bound by the Agreement relating to the Building and Monumental Masonry Industries, Transvaal, published under



van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend mag wees, vrystelling verleen het van die bepalings van Vasstelling 28 wat by Goewermentskennisgewing R. 149 van 24 Januarie 1975 gepubliseer is, in dié mate dat persone wat nie Blanke persone of Gekleurde geskoolde ambagsmanne is nie in genoemde Nywerheid enige werk mag verrig wat in die omskrywing van "werkman, graad I", "werkman, graad II" en assistent versierder/beglasers in klousule 5 van genoemde Ooreenkoms gespesifiseer is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

No. R. 1607 20 Julie 1979

**WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941**

**BOU- EN MONUMENTKLIPMESSSELNYWERHEID (TRANSVAAL)**

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid (Transvaal), gepubliseer by Goewermentskennisgewing R. 1605 van 20 Julie 1979, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektebystand geregtig is.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 1608 20 Julie 1979

**WET OP NYWERHEIDSVERSOENING, 1956**

**BOU- EN MONUMENTKLIPMESSSELNYWERHEID (TRANSVAAL).—HERBEKRAKTIGING VAN MEDIESE HULPFONDSOOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid (Transvaal) betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 September 1982 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat genoemde

Government Notice R. 1605 of 20 July 1979, and to all the employees of such employers, with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the said Act, to the extent that persons who are not White persons or Coloured skilled artisans may in the said Industry perform any work specified in the definitions of "operative, grade I", "operative, grade II" and assistant decorator/glazier in clause 5 of the said Agreement.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted, by a person who is not a White person.

No. R. 1607 20 July 1979

**FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941**

**BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL)**

I, Stephanus Petrus Botha, Minister of Manpower Utilisation—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industries (Transvaal), published under Government Notice R. 1605 of 20 July 1979, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provision of the said Act; and

(b) hereby, in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sick pay in terms of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 1608 20 July 1979

**INDUSTRIAL CONCILIATION ACT, 1956**

**BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL).—RE-ENACTMENT OF MEDICAL AID FUND AGREEMENT**

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industry (Transvaal), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 24 September 1982, upon the employers' organisations and the trade unions which entered into the said

Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 September 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms.

S. P. BOTHA, Minister van Mannekragbenutting.

#### BYLAE

#### NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSSVAAL)

#### MEDIESE HULPFONDSOOREENKOMS

#### OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Master Builders' and Allied Trades Association (Witwatersrand)

Pretoria Master Builders' and Allied Trades Association

Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

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

#### 1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bou- en Monumentklipmesselnywerheid nagekom word—

(a) deur alle werkgewers wat lede is van die werkgewersorganisasies en alle werknemers wat lede is van die vakverenigings;

(b) (i) in die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (uitgesonderd daardie gedeelte wat buite 'n straal van 48,28 kilometer vanaf die Hoofposkantoor Krugersdorp val), Roodepoort, Springs en Wonderboom (uitgesonderd daardie gedeelte wat buite 'n straal van 32,18 kilometer vanaf die Hoofposkantoor Pretoria val), die gebied binne 'n radius van 48,28 kilometer vanaf Hoofposkantoor, Krugersdorp; die gebied binne 'n radius van 32,18 kilometer vanaf Hoofposkantoor, Vereeniging; die gebied binne 'n radius van 32,18 kilometer vanaf Hoofposkantoor, Pretoria (uitgesonderd daardie gedeelte van die Swart Gebied Uitvalgrond JQ 4341 wat binne genoemde radius val), die gebiede binne 'n radius van 16,09 kilometer vanaf Hoofposkantoor op onderskeidelik Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrostdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n radius van 32,18 kilometer vanaf Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing 551 van 29 Maart 1956, binne die landdrostdistrik Pretoria, geval het);

(ii) in die landdrostdistrik Bethal (met inbegrip van daardie gedeelte van die landdrostdistrik Hoëveldrif wat voor 1 Maart 1979 binne die landdrostdistrik Bethal geval het) ten opsigte van die uitdrukking "Bounywerheid"—

(aa) nie die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika sal omvat nie; en

Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 24 September 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

#### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSSVAAL)

#### MEDICAL AID FUND AGREEMENT

#### AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Master Builders' and Allied Trades Association (Witwatersrand)

Pretoria Master Builders' and Allied Trades Association

Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental

Masonry Industry

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

Amalgamated Union of Building Trade Workers of South Africa

White Building Workers' Union

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

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

#### 1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building and Monumental Masonry Industries—

(a) by all employers who are members of the employers' organisations and all employees who are members of the trade unions;

(b) (i) in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Randburg, Randfontein (excluding that portion which falls outside a radius of 48,28 km of the General Post Office, Krugersdorp), Roodepoort, Springs and Wonderboom (excluding that portion which falls outside a radius of 32,18 km of the General Post Office, Pretoria), the area within a radius of 48,28 km from the General Post Office, Krugersdorp, the area within a radius of 32,18 km from the General Post Office, Vereeniging, the area within a radius of 32,18 km from the General Post Office, Pretoria (excluding that portion of the Black Area Uitvalgrond JQ 4341, which falls within the said radius), the area within a radius of 16,09 km from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal) respectively, and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 32,18 km from the General Post Office, Pretoria, and which, prior to the publication of Government Notice 551 of 29 March 1956, fell within the Magisterial District of Pretoria);

(ii) in the Magisterial District of Bethal (including that portion of the Magisterial District of Hoëveldrif which prior to 1 March 1979 fell within the Magisterial District of Bethal) in respect of which the expression "Building Industry" shall—

(aa) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa; and



(bb) onderworpe wees aan die bepalings van Hoofstuk V van die Afbakeningsvasstelling deur die Nywerheidshof gedateer 1 September 1978 in die saak tussen die Nywerheidsrade vir die Meubelnywerheid Transvaal en Natal, en die Nywerheidsrade vir die Bounywerheid Transvaal, Durban en Pietermaritzburg en Noordelike Gebiede.

(2) Ondanks die bepalings van subklousule (1), is hierdie Ooreenkoms slegs op geskoolde werknemers van toepassing.

## 2. GELDIGHEDSTERMYN VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly van krag vir 'n tydperk eindigende 24 September 1982 of vir dié tydperk wat hy mag bepaal.

## 3. SPESIALE BEPALINGS

Die bepalings van klousule 14 van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1651 van 15 September 1972 soos gewysig by Goewermenskennisgewings R. 2012 van 26 Oktober 1973, R. 1959 van 25 Oktober 1974, R. 2024 van 24 Oktober 1975 en R. 1095 van 26 Mei 1978 (hierna die "Vorige Ooreenkoms" genoem) sal van toepassing wees op werkgewers en werknemers.

## 4. ALGEMENE BEPALINGS

Die bepalings van klousules 3 tot 13 en 15 tot 17 van die Vorige Ooreenkoms sal van toepassing wees op werkgewers en werknemers.

Geteken te Johannesburg op hierdie 26ste dag van April 1979.

N. G. LEVEY, Voorsitter.

G. H. BEETGE, Ondervoorsitter.

D. B. EHLERS, Hoofsekretaris.

No. R. 1609

20 Julie 1979

## WET OP NYWERHEIDSVERSOENING, 1956

### BOU- EN MONUMENTKLIPMESSELYNWERHEID (TRANSVAAL).—INTREKKING VAN GOEWERMENSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewings R. 1151 van 1 Junie 1979, R. 1893 van 3 Oktober 1975, R. 2025 van 24 Oktober 1975, R. 1960 van 22 Oktober 1976, R. 2136 van 21 Oktober 1977, R. 2103 van 20 Oktober 1978, R. 1960 van 23 September 1977, R. 2137 van 21 Oktober 1977, R. 2104 van 20 Oktober 1978, R. 606 van 23 Maart 1979, R. 1152 van 1 Junie 1979, R. 1959 van 23 September 1977 en R. 1095 van 26 Mei 1978 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Mannekragbenutting.

(bb) be subject to the provisions of Chapter V of the Determination by the Industrial Tribunal dated 1 September 1978 in the matter between the Industrial Councils for the Furniture Manufacturing Industry Transvaal and Natal, and the Industrial Councils for the Building Industry Transvaal, Durban and Pietermaritzburg and Northern Areas.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to skilled employees.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force for a period ending 24 September 1982 or for such period as may be determined by him.

## 3. SPECIAL PROVISIONS

The provisions of clause 14 of the Agreement published under Government Notice R. 1651 of 15 September 1972 as amended by Government Notices R. 2012 of 26 October 1973, R. 1959 of 25 October 1974, R. 2024 of 24 October 1975 and R. 1095 of 26 May 1978 (hereinafter referred to as the "Former Agreement") shall apply to employers and employees.

## 4. GENERAL PROVISIONS

The provisions of clauses 3 to 13 and 15 to 17 of the Former Agreement shall apply to employers and employees.

Signed at Johannesburg this 26th day of April 1979.

N. G. LEVEY, Chairman.

G. H. BEETGE, Vice-Chairman.

D. B. EHLERS, General Secretary.

No. R. 1609

20 Julie 1979

## INDUSTRIAL CONCILIATION ACT, 1956

### BUILDING AND MONUMENTAL MASONRY INDUSTRIES (TRANSVAAL).—CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 1151 of 1 June 1979, R. 1893 of 3 October 1975, R. 2025 of 24 October 1975, R. 1960 of 22 October 1976, R. 2136 of 21 October 1977, R. 2103 of 20 October 1978, R. 1960 of 23 September 1977, R. 2137 of 21 October 1977, R. 2104 of 20 October 1978, R. 606 of 23 March 1979, R. 1152 of 1 June 1979, R. 1959 of 23 September 1977 and R. 1095 of 26 May 1978 with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Manpower Utilisation.

# Koop Nasionale Spaarsertifikate

# Buy National Savings Certificates

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