



REPUBLIC OF SOUTH AFRICA  
**GOVERNMENT GAZETTE**  
**STAATSKOERANT**  
 VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2895

PRICE + 1c GST 20c PRYS + 1c AVB

REGULASIEKOERANT No. 2895

Registered at the Post Office as a Newspaper

ABROAD 30c BUITELANDS

As 'n Nuusblad by die Poskantoor Geregistreer

POST FREE · POSVRY

Vol. 173]

PRETORIA, 2 NOVEMBER 1979

[No. 6716

**PROCLAMATION**

*by the State President of the Republic of  
 South Africa*

No. R. 266, 1979

**PROHIBITION OF THE SALE OF A CERTAIN  
 CLASS OF BARLEY UNLESS PACKED IN THE  
 PRESCRIBED MANNER**

Under the powers vested in me by section 84 of the Marketing Act, 1968 (Act 59 of 1968), I hereby declare that from the date of publication hereof the sale of artificially dried class B barley by any producer, is prohibited, unless such artificially dried class B barley is packed in bags.

Given under my Hand and the Seal of the Republic of South Africa at Pretoria this Twenty-fourth day of October, One thousand Nine hundred and Seventy-nine.

M. VILJOEN, State President.

By Order of the State President-in-Council:

H. S. J. SCHOEMAN.

**SCHEDULE**

In this Proclamation, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Marketing Act, 1968, or in the regulations published by Government Notice R. 1636 of 15 September 1972, as amended, has a corresponding meaning.

**GOVERNMENT NOTICES**

**DEPARTMENT OF AGRICULTURAL  
 ECONOMICS AND MARKETING**

No. R. 2423

2 November 1979

**REGULATIONS RELATING TO THE CLASSIFI-  
 CATION, PACKING AND MARKING OF MOHAIR  
 INTENDED FOR SALE THROUGH THE MOHAIR  
 BOARD**

The Minister of Agriculture has, under the powers vested in him by section 89 of the Marketing Act, 1968 (Act 59 of 1968), made the regulations set out in the Schedule hereto.

**PROKLAMASIE**

*van die Staatspresident van die Republiek van  
 Suid-Afrika*

No. R. 266, 1979

**VERBOD OP VERKOOP VAN 'N SEKERE KLAS  
 GARS TENSY VERPAK OP DIE VOOR-  
 GESKREWE WYSE**

Kragtens die bevoegdheid my verleen by artikel 84 van die Bemerkingswet, 1968 (Wet 59 van 1968), verklaar ek hierby dat met ingang van die datum van publikasie hiervan, die verkoop van kunsmatig gedroogde klas B gars deur enige produsent verbied is, tensy sodanige kunsmatig gedroogde klas B gars in sakke verpak is.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Pretoria, op hede die Vier-entwintigste dag van Oktober Eenduisend Negehoonderd Nege-en-sewentig.

M. VILJOEN, Staatspresident.

Op las van die Staatspresident-in-rade:

H. S. J. SCHOEMAN.

**BYLAE**

In hierdie Proklamasie, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Bemerkingswet, 1968, of in die regulasies uitgevaardig by Goewermentskennisgewing R. 1636 van 15 September 1972, soos gewysig, 'n betekenis geheg is, 'n ooreenstemmende betekenis.

**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN LANDBOU-EKONOMIE  
 EN -BEMARKING**

No. R. 2423

2 November 1979

**REGULASIES MET BETREKKING TOT DIE  
 KLASSIFIKASIE, VERPAKKING EN MERK VAN  
 SYBOKHAAR BESTEM VIR VERKOOP DEUR  
 BEMIDDELING VAN DIE SYBOKHAARRAAD**

Die Minister van Landbou het, kragtens die bevoegdheid hom verleen by artikel 89 van die Bemerkingswet, 1968 (Wet 59 van 1968), die regulasies, in die Bylae hiervan uiteengesit, gemaak.

## SCHEDULE

1. In this Schedule "regulations" means the regulations published by Government Notice R. 827 of 14 May 1976.

2. The following regulations are hereby substituted for regulations 3 and 4 of the regulations:

"3. (1) Mohair shall be packed in clean and undamaged—

(a) standard mohair bales of woven polypropylene which is lined with a semi-permeable plastic lining and of which dimensions are 685 x 685 x 1 100 mm;

(b) bags of woven polypropylene of which the dimensions are 620 x 970 mm; or

(c) clear plastic bags of which the dimensions are 500 x 750 mm:

Provided that if mohair is packed in a container prescribed in paragraph (c), such container or such bulk containers, shall be packed in any of the containers prescribed in paragraph (a) or (b).

(2) All containers, containing mohair, shall be closed thoroughly and uniformly with suitable glazed twine.

(3) Mohair of the different classes shall not be packed into the same container: Provided that where more than one of the containers prescribed in subregulation (1) (c) are packed in another container, each such container may contain a different class of mohair.

## MARKING OF CONTAINERS AND MOHAIR

4. (1) Each container, containing mohair, shall be marked with the following particulars in clear legible and indelible letters with a minimum height of 35 mm:

(a) The class mohair packed therein: Provided that if a container contains more than one container as prescribed in regulation 3 (1) (c), each containing a different class of mohair, the container shall be so marked to indicate the fact that there are different containers in the container;

(b) the name and address or the registered trade mark of the producer or registered person, as the case may be; and

(c) a number. Where a consignment consists of more than one container the numbers of the containers shall follow numerically.

(2) The particulars referred to in regulation 4 (1) shall be marked—

(a) in the case of bales, with the name and address of the producer in the upper centre of the end of the bale with the number to the right next to it, and the producer's contents mark on the side of the bale just below the top seam;

(b) in the case of woven bags, on the side of the bag with the number to the right next to the name and address of the producer; and

(c) in the case of clear plastic bags on a label which shall be tied to it with glazed twine.

(3) Mohair shall not be marked with paint or unscourable marking substances."

5. These regulations shall come into operation on the date of publication thereof

## BYLAE

1. In hierdie Bylae beteken "regulasies" die regulasies afgekondig by Goewermentskennisgewing R. 827 van 14 Mei 1976.

2. Regulasies 3 en 4 van die regulasies word hierby deur die volgende regulasie vervang:

"3. (1) Sybokhaar moet verpak word in skoon en onbeskadigde—

(a) standaard sybokhaarbale van geweefde poli-propileen wat gevoer is met 'n voering van half-deurlaatbare plastiek en met mate 685 x 685 x 1 100 mm;

(b) sakke van geweefde poli-propileen met mate 620 x 970 mm; of

(c) deurskynende plastieksakke met mate 500 x 750 mm:

Met dien verstande dat indien sybokhaar verpak word in 'n in paragraaf (c) voorgeskrewe houer, sodanige houer of sodanige meerdere houters verpak moet word in enige van die in paragraaf (a) of (b) voorgeskrewe houters.

(2) Alle houters wat sybokhaar bevat, moet deeglik en op eenvormige wyse toegemaak word met geskikte glanstou.

(3) Sybokhaar van die verskillende klasse mag nie saam in dieselfde houer verpak word nie: Met dien verstande dat waar meer as een van die in subregulasie (1) (c) voorgeskrewe houters in 'n ander houer verpak word elke sodanige houer 'n ander klas sybokhaar mag bevat.

## MERK VAN HOUSERS EN SYBOKHAAR

4. (1) Elke houer wat sybokhaar bevat, moet met die volgende besonderhede in duidelike, leesbare en onuitwisbare letters van minstens 35 mm hoog gemerk word:

(a) Die klas sybokhaar daarin verpak: Met dien verstande dat indien 'n houer meer as een van die in regulasie 3 (1) (c) voorgeskrewe houters bevat wat elk 'n ander klas sybokhaar bevat, die houer so gemerk moet word dat dit die feit dat daar verskillende houters binne die houer is aandui;

(b) die naam en adres of geregistreerde handelsmerk van die produsent of geregistreerde persoon, na gelang van die geval; en

(c) 'n nommer. Indien 'n besending uit meer as een houer bestaan, moet die nommers van die houters numeries volg.

(2) Die in regulasie 4 (1) bedoelde besonderhede moet gemerk word—

(a) in die geval van bale, met die produsent se naam en adres in die middel bo met die nommer regs langs op die kopkant van die baal en die produsent se inhoudsmerk aan die sykant van die baal net onder die boonste naat;

(b) in die geval van geweefde sakke, op die een sykant van die sak met die nommer regs langs aan die produsent se naam en adres; en

(c) in die geval van deurskynende plastieksakke op 'n etiket wat met glanstou daaraan gebind is.

(3) Sybokhaar mag nie met verf of ander onuitwisbare merkstof gemerk wees nie."

5. Hierdie regulasies tree in werking op die datum

No. R. 2438 2 November 1979

**REQUIREMENTS RELATING TO RECORDS TO BE KEPT AND RETURNS TO BE RENDERED BY MILLERS, MANUFACTURERS AND TRADERS.—AMENDMENT**

In terms of section 79 (c) of the Marketing Act, 1968 (Act 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Maize Board, referred to in section 6 of the Summer Grain Scheme, published by Proclamation R. 45 of 1979, as amended, has, in terms of section 31 of that Scheme, with my approval amended the requirements published by Government Notice R. 481 of 16 March 1979 as set out in the Schedule hereto.

H. S. J. SCHOEMAN, Minister of Agriculture.

**SCHEDULE**

The Schedule to Government Notice R. 481 of 16 March 1979 is hereby amended by—

- (1) The substitution for Annexure A1 of the following Annexure:

**ANNEXURE A1—AANHANGSEL A1****RETURN TO BE RENDERED TO THE MAIZE BOARD BY GRISTING MILLERS  
OPGAWE WAT DEUR KLANDISIEMEULENAARS AAN DIE MIELIERAAD VERSTREK MOET WORD**

1. Period for which return is rendered: 1 May to 30 April  
Tydperk waarvoor opgawe verstrek word: 1 Mei 19..... tot 30 April 19.....
2. (1) Name of miller  
Naam van meulenaar.....
- (2) Trading name  
Handelsnaam.....
- (3) Address  
Adres.....
- (4) Registered No. Magisterial District  
Geregistreerde No. Landdrosdistrik.....
3. Quantity of maize milled for your own use and on behalf of other persons:  
Hoeveelheid mielies vir eie gebruik en namens ander persone gemaal:

	White Wit	Yellow Geel	Total Totaal
Net mass in t rounded off to three decimals Netto massa in t afgerond tot drie desimale.....			

4. I, the undersigned, hereby declare that the information given above, is true and correct.  
Ek, die ondergetekende, verklaar hiermee dat die inligting hierbo verstrek, waar en juis is.

Date

Datum.....

Signature of person authorised to sign this form  
Handtekening van die persoon wat gemagtig is om hierdie vorm te teken

*Note.*—1. If during the period in respect of which this form has to be filled in, no maize was milled or processed, a nil return (in the above form) shall be rendered to the Board.

2. A registered gristing miller who fails to submit this return within the prescribed period is guilty of an offence and, in addition to any penalties which may be imposed by any court of law, the Board may cancel his registration under section 36 of the Summer Grain Scheme (Proclamation R. 45 of 1979).

*Let Wel.*—1. Indien daar gedurende die tydperk ten opsigte waarvan hierdie vorm ingevul moet word, geen mielies gemaal of verwerk is nie, moet 'n nul-opgawe (in bostaande vorm) aan die Raad verstrek word.

2. 'n Geregistreerde klandisiemeulenaar wat versuim om hierdie opgawe binne die voorgeskrewe tydperk te verstrek, is skuldig aan 'n oortreding en in so 'n geval kan die Raad, bo en behalwe enige straf deur 'n geregshof opgelê, sy registrasie intrek kragtens artikel 36 van die Somergraanskema (Proklamasie R. 45 van 1979.)

- (2) The substitution for Annexure A2 of the following Annexure:

- (2) Aanhangsel A2 te vervang deur die volgende Aanhangsel:

**ANNEXURE A2—AANHANGSEL A2**

Trading name/Handelsnaam.....

Address/Adres.....

Area 2/Gebied 2		Quantity of products of each group (rounded off to nearest t) Hoeveelheid produkte van elke groep (afgerond tot die naaste t)					
	Group 1 Groep 1	Group 2 Groep 2	Group 3 Groep 3	Group 4 Groep 4	Group 5 Groep 5	Group 6 Groep 6	Total Totaal
1.....							
2.....							
3.....							
4.....							
5.....							
6.....							
7.....							
8.....							
9.....							
10.....							
11.....							
12.....							
13.....							
14.....							
15.....							
16.....							
17.....							
18.....							
19.....							
20.....							
21.....							
22.....							
23.....							
24.....							
25.....							
Total/Totaal.....							

[illegible]

## REMARKS

1. (1) Group 1 consists of special maize meal.  
Group 2 consists of sifted maize meal.  
Group 3 consists of unsifted maize meal, No. 1 and No. 2 straight-run maize meal (white) and maize malt.

Group 4 consists of super maize meal and maize flour.  
Group 5 consists of maize grits.  
Group 6 consists of samp and maize rice.

(2) Transactions with other commercial mills must be included above, i.e. if mill A sells and delivers to mill B, such transactions must be shown by A as sales and by B as both purchases and ultimate sales. In cases where A delivers on behalf of B to a customer, such transactions must be shown as sales by A in the area to which it was delivered. Miller B, however, must omit such transactions from his return. Interbranch transfers must be shown as sales/purchases.

2. For purposes of this return, the undermentioned areas shall mean the magisterial districts or adjoining territories indicated opposite each particular area.

## OPMERKINGS

1. (1) Groep 1 bestaan uit spesiale mieliemeel.  
Groep 2 bestaan uit gesifte mieliemeel.  
Groep 3 bestaan uit ongesifte mieliemeel No. 1 en No. 2 volmielie-meel (wit) en mieliemout.

Groep 4 bestaan uit supermieliemeel en mieliemeelblom.  
Groep 5 bestaan uit mieliegruis.  
Groep 6 bestaan uit stampmielies en mielierys.

(2) Transaksies met ander kommersiële mieliemeulenaars moet hierbo ingesluit word; met ander woorde, indien meule A aan meule B verkoop en lewer, moet dit as verkope aangetoon word deur A, terwyl B dit as aankope en ook as uiteindelijke verkope moet aandui. In gevalle waar A dit ten behoeve van B aan 'n klant lewer, moet A dit aantoon as verkope in die gebied waar dit gelewer is terwyl meule-naar B sulke transaksies uit sy opgawes moet weglaat. Takoorplasinge moet as verkope/aankope aangetoon word.

2. Vir die doeleindes van hierdie opgawe beteken ondergenoemde gebiede die landdrosdistrikte of aangrensende gebiede wat teenoor elke besondere gebied aangedui word.

MAGISTERIAL DISTRICTS  
LANDDROSDISTRIKTEArea  
Gebied

- 1 Bellville, Cape Town/Kaapstad, Simonstown/Simonstad and/en Wynberg.
- 2 Port Elizabeth and/en Uitenhage.
- 3 East London/Oos-Londen.
- 4 Durban, Inanda, Pinetown and/en Umlazi.
- 5 Bloemfontein, Brandfort, Dewetsdorp, Excelsior, Reddersburg and/en Winburg.
- 6 Odendaalsrus, Virginia and/en Welkom.
- 7 Klerksdorp and/en Potchefstroom.
- 8 Alberton, Benoni, Boksburg, Brakpan, Germiston, Johannesburg, Kempton Park, Krugersdorp, Oberholzer, Pretoria, Randfontein, Roodepoort, Sasolburg, Springs, Vanderbijlpark and/en Vereeniging.
- 9 Adelaide, Albert, Aliwal North/-Noord, Barkly East/-Oos, Barkly West/-Wes, Bedford, Bethulie, Boshof, Cathcart, Colesberg, Cradock, Edenburg, Elliot, Fauresmith, Fort Beaufort, Glen Grey, Graaff-Reinet, Hanover, Hartswater, Herbert, Hopetown, Indwe, Jacobsdal, Jagersfontein, Kimberley, Koffiefontein, Komga, Lady Grey, Maclear, Maraisburg, Middelburg, Molteno, Murraysburg, Noupoot, Pearston, Petrusburg, Philippolis, Queenstown, Richmond, Rouxville, Smithfield, Somerset East/-Oos, Sterkstroom, Steynsburg, Stockenström, Stutterheim, Tarkastad, Trompsburg, Venterstad, Warrenton, Wepener, Wodehouse and/en Zastron.
- 10 Aberdeen, Albany, Alexandria, Bathurst, Bredasdorp, Caledon, Calitzdorp, Ceres, George, Hankey, Heidelberg, Hermanus, Hopefield, Humansdorp, Jansenville, Joubertina, Keiskammahoek, King William's Town, Kirkwood, Knysna, Ladismith, Malmesbury, Middledrift, Montagu, Mossel Bay/Mosselbaai, Oudtshoorn, Paarl, Peddie, Piketberg, Riversdale/Riversdal, Robertson, Somerset West/-Wes, Stellenbosch, Steytlerville, Strand, Swellendam, Tulbagh, Uniondale, Victoria East/-Oos, Vredenburg, Wellington, Willowmore and/en Worcester.
- 11 Beaufort West/-Wes, Britstown, Calvinia, Carnarvon, Clanwilliam, De Aar, Fraserburg, Hay, Kenhardt, Laingsburg, Namaqualand/Namakwaland, Philipstown, Prieska, Prince Albert, Sutherland, Vanrhynsdorp, Victoria West/-Wes, Vredendal and/en Williston.
- 12 Bloemhof, Bothaville, Bultfontein, Christiana, Coligny, Delareyville, Gordonia, Hoopstad, Koster, Kuruman, Lichtenburg, Mafeking, Parys, Postmasburg, Schweizer-Reneke, Theunissen, Ventersdorp, Viljoenskroon, Vredefort, Vryburg, Wesselsbron and/en Wolmaransstad.
- 13 Amersfoort, Balfour, Belfast, Bethal, Bronkhorstspuit, Carolina, Cullinan, Delmas, Ermelo, Groblersdal, Heidelberg, Middelburg, Nigel, Piet Retief, Standerton, Volksrust, Wakkerstroom, Waterval-Boven and/en Witbank.
- 14 Bethlehem, Clocolan, Ficksburg, Fouriesburg, Frankfort, Harrismith, Heilbron, Hennenman, Koppies, Kroonstad, Ladybrand, Lindley, Marquard, Reitz, Senekal, Ventersburg and/en Vrede.
- 15 Barberton, Brits, Letaba, Lydenburg, Marico, Messina, Nelspruit, Pietersburg, Pelgrim's Rest/Pelgrimsrus, Potgietersrus, Rustenburg, Sibasa, Soutpansberg, Swartruggens, Thabazimbi, Warmbaths/Warmbad, Waterberg and/en White River/Witriver.
- 16 Babanango, Dannhauser, Dundee, Glencoe, Newcastle, Ngotshe, Paulpietersburg, Utrecht and/en Vryheid.
- 17 Eshowe, Hlabisa, Ingwavuma, Lower Tugela, Lower Umfolozi, Mahlabatini, Mtonjaneni, Mtunzini, Nkandla, Nongoma, Nqutu and/en Ubombo.
- 18 Bergville, Camperdown, Estcourt, Klip River/-rivier, Kranskop, Lion's River, Mapumulo, Mooi River/-rivier, Mpendle, Msinga, Mt. Curry, Ndwedwe, New Hanover, Pietermaritzburg, Polela, Umvoti, Underberg and/en Weenen.
- 19 Alfred, Ixopo, Port Shepstone, Richmond and/en Umzinto.

## ADJOINING TERRITORIES/AANGRENSENDE GEBIEDE

- 20 Lesotho.
- 21 Botswana.
- 22 Swaziland.
- 23 South West Africa/Suidwes-Afrika.
- 24 Transkei.
- 25 Bophuthatswana (Bafokeng, Ditsobotla, Ganyesa, Lehurutshe, Madikwe, Mankwe, Molopo, Moretele, Odi, Taung, Thaba Nchu, Thabazimbi).

(3) Aanhangsel B.1 (P) te vervang deur die volgende Aanhangsel:

ANNEXURE B.1 (P)/AANHANGSEL B.1 (P)

HEELMIELIES AANGEKOOP EN ONTVANG VAN ANDER PERSONE AS PRODUSENTE

MM No. ....

MM No. ....

See reverse for instructions/Kyk agterop vir instruksies.

**Signature/Handtekening**

## INSTRUCTIONS TO BE FOLLOWED IN CONNECTION WITH THE COMPLETION OF THE ANNEXURE B.1 (P) RETURN

1. A copy of this record must be submitted to the Board as an annexure to the Annexure A return within 15 days after the end of each month during which maize was purchased and received from persons other than producers.
2. In respect of maize purchased from the Board, the numbers of the MA 5 forms received from agents of the Board must be reflected in column 2 and the numbers of the Board's Sale Notes in column 3. The date of receipt (column 1) must correspond with the date of receipt of the maize reflected by you on the MA 5 forms.
3. In respect of maize purchased from traders, the number of the credit note issued to each of such traders should be reflected in the column provided for the MA 5 number.
4. The final column relating to direct deliveries to third parties must be filled in by all commercial millers in respect of maize not received at own premises.
5. All maize except maize of the grades WM1, WM2 and WM3 is to be regarded as yellow maize.

## INSTRUKSIES WAT GEVOLG MOET WORD BY DIE INVUL VAN DIE AANHANGSEL B.1 (P)-OPGAWE

1. 'n Afskrif van hierdie rekord moet binne 15 dae na die einde van elke maand waarin mielies van ander persone as produsente aangekoop en ontvang is aan die Raad gestuur word as 'n aanhangsel by die Aanhangsel A-opgawe.
2. Ten opsigte van mielies van die Raad aangekoop, moet die nommers van die MA 5-vorms wat van agente van die Raad ontvang word in kolom 2 en die nommers van die Raad se verkoopbriewe in kolom 3 aangedui word. Die datum van ontvangs (kolom 1) moet ooreenstem met die datum van ontvangs van die mielies deur u aangetoon op die MA 5-vorms.
3. Ten opsigte van mielies van handelaars aangekoop, moet die nommer van die kredietnota wat aan elk van sodanige handelaars uitgereik is, aangetoon word in die kolom wat voorsiening maak vir die MA 5-nommer.
4. Die laaste kolom wat betrekking het op regstreekse lewerings aan derde persone moet deur alle kommersiële meulenaars ingevul word ten opsigte van mielies wat aangekoop is maar nie op eie persele ontvang is nie.
5. Alle mielies uitgesonderd mielies van die grade WM1, WM2 en WM3 moet as geelmielies beskou word.

No. R. 2439

2 November 1979

## RETURNS OF FRUIT TREES AND TABLE GRAPE VINES BY PRODUCERS OF DECIDUOUS FRUIT

In terms of section 79 (c) of the Marketing Act, 1968 (Act 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Deciduous Fruit Board, referred to in section 6 of the Deciduous Fruit Scheme published by Proclamation R. 220 of 1979, has, in terms of section 39 of the said Scheme with my approval made the requirements set out in the Schedule hereto in substitution of the requirements published by Government Notice R. 2338 of 24 November 1978, which is hereby repealed.

H. S. J. SCHOEMAN, Minister of Agriculture.

## SCHEDULE

1. In this notice, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Deciduous Fruit Scheme, published by Proclamation R. 220 of 1979, shall have a corresponding meaning.

2. Every producer of deciduous fruit of the kinds apricots, peaches, plums, pears, grapes and apples, shall submit to the Deciduous Fruit Board, P.O. Box 1298, Cape Town, 8000, on the form prescribed in the Annexure hereto on or before 30 November 1979 a return of the number of fruit trees and table grape vines planted or removed or grafted over on his farm during the period 1 November 1978 to 31 October 1979

No. R. 2439

2 November 1979

## OPGAWE VAN VRUGTEBOME EN TAFELDRUIFSTOKKE DEUR PRODUSENTE VAN SAGTEVRUGTE

Kragtens artikel 79 (c) van die Bemarkingswet, 1968 (Wet 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou, hierby bekend dat die Sagtevrugteraad, genoem in artikel 6 van die Sagtevrugteskema, afgekondig by Proklamasie R. 220 van 1979, kragtens artikel 39 van daardie Skema met my goedkeuring die voorskrifte in die Bylae hiervan uiteengesit, uitgevaardig het ter vervanging van die voorskrifte afgekondig by Goewermentskennisgewing R. 2338 van 24 November 1978, wat hierby herroep word.

H. S. J. SCHOEMAN, Minister van Landbou.

## BYLAE

1. In hierdie Kennisgewing, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Sagtevrugteskema, afgekondig by Proklamasie R. 220 van 1979, 'n betekenis geheg is, 'n ooreenstemmende betekenis.

2. Elke produsent van sagtevrugte van die soort appelkose, perskes, pruime, pere, duiwe en appels moet aan die Sagtevrugteraad, Posbus 1298, Kaapstad, 8000, op die vorm voorgeskryf in die Aanhangsel hiervan op of voor 30 November 1979, 'n opgawe indien van die getal vrugtebome en tafeldruifstokke wat gedurende die tydperk 1 November 1978 tot 31 Oktober 1979 op sy plaas aangeplant, verwyder of oorgewerk is.

**ANNEXURE**  
**DECIDUOUS FRUIT BOARD**  
**TREE SURVEY AS ON 31 OCTOBER 1979**

Date.....  
 Producer.....  
 Account No..... Farm No..... Area No.....

**LIST OF TREES AND VINES AS ON 31 OCTOBER 1978**

Kind of fruit.....	Line	Cultivar	Year planted	Plant-width (metre)	Planting system	No. of trees	Area (hectare)	Name of orchard	REMOVED AND GRAFTED OVER FROM 1 NOVEMBER 1978 TO 31 OCTOBER 1979					
									Removed		Year*	Grafted over		
									No. of trees	Area (hectare)		New cultivar	No. of trees	Area (hectare)
X001.....														
Adjustment.....														
X002.....														
Adjustment.....														
X003.....														
Adjustment.....														

**NEW PLANTINGS FROM 1 NOVEMBER 1978 TO 31 OCTOBER 1979**

Kind of fruit	Cultivar	Year** planted	Plant-width (metre)	Planting system	No. of trees	Area (hectare)	Name of orchard	* The number of trees and vines worked over before 1 November 1978, but not previously taken into account, must be shown and the year of working-over must be stated.
								** The number of trees and vines planted before 1 November 1978, but not reflected on this print-out, must be entered under "New Plantings" and the year of planting must be stated.

**AANHANGSEL**  
**SAGTEVRUGTERAAD**  
**BOOMOPNAME SOOS OP 31 OKTOBER 1979**

Datum.....  
 Producent.....  
 Tekening No..... Plaas No..... Area No.....

**LYS VAN BOME EN STOKKE SOOS OP 31 OKTOBER 1978**

Soort vrug	Lyn	Cultivar	Jaar geplant	Plantwydte (meter)	Plantstelsel	Getal bome	Oppervlakte (hektaar)	Naam van boord
0001.....								
Aansuiwering.....								
0002.....								
Aansuiwering.....								
0003.....								
Aansuiwering.....								

**VERWYDER EN OORGEWERK VANAF 1 NOVEMBER 1978 TOT 31 OKTOBER 1979**

Verwyderings		Oorgewerk			
Getal bome	Oppervlakte (hektaar)	Jaar*	Nuwe cultivar	Getal bome	Oppervlakte (hektaar)

**NUWE AANPLANTINGS VANAF 1 NOVEMBER 1978 TOT 31 OKTOBER 1979**

Soort vrug	Cultivar	Jaar** geplant	Plantwydte (meter)	Plantstelsel	Getal bome	Oppervlakte (hektaar)	Naam van boord

\* Die getal bome en stokke wat voor 1 November 1978 oorgewerk is, maar nog nie in berekening gebring is nie, moet aangedui word met vermelding van die jaar van oorwerking.

\*\* Die getal bome en stokke wat voor 1 November 1978 aangeplant is, maar nie op hierdie drukstuk voorkom nie, moet onder "Nuwe Aanplantings" ingeskryf word met vermelding van die jaar van aanplanting.

No. R. 2440 2 November 1979

**CONTROL OF THE INTRODUCTION OF DECIDUOUS FRUIT INTO CERTAIN AREAS**

Under the powers vested in me by section 79 (c) of the Marketing Act, 1968 (Act 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Deciduous Fruit Board, referred to in section 6 of the Deciduous Fruit Scheme, published under Proclamation R. 220 of 1979, has, in terms of section 50 of that Scheme—

(a) defined the areas specified in Schedule 2 hereto as the areas in respect of which the determinations referred to in paragraph (b) have been made;

(b) determined the quantities of deciduous fruit specified in Schedule 3 as the maximum quantities of deciduous fruit which may be introduced into the areas referred to in paragraph (a) during the periods referred to in that Schedule;

And I do hereby further, under the powers vested in me by section 75 (2) of the Marketing Act, 1968 (Act 59 of 1968), impose the prohibitions and prescribe the procedure, permits and conditions as set out in Schedules 1 and 4 hereto for the purpose of rendering effective the above decisions of the said Board.

This notice shall come into operation on the date of publication hereof in substitution of Government Notice R. 2194 of 3 November 1978, as amended, which is hereby repealed.

H. S. J. SCHOEMAN, Minister of Agriculture.

**SCHEDULE 1****DEFINITIONS**

1. In this notice, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Deciduous Fruit Scheme, published by Proclamation R. 220 of 1979, shall have a corresponding meaning, and—

“defined area” means the Table Bay Docks Area and the Port Elizabeth Docks Area as described in Schedule 2;

“peaches” excludes nectarines;

“week” means a period calculated from Monday to Sunday, both days inclusive.

2. For the purposes of this notice—

(a) deciduous fruit accepted by the South African Railways and Harbours Administration for conveyance on behalf of consignor to a defined area, shall be deemed to have been introduced by that consignor into the defined area concerned during the week in which fruit was so accepted, except in the case of deciduous fruit which was so accepted on a Sunday, which fruit shall be deemed to have been so introduced during the immediately succeeding week;

(b) deciduous fruit presented by a consignor, with the approval of the Board, for approval for export in terms of the Agricultural Produce Export Control Act, 1971 (Act 51 of 1971), at an intake point

No. R. 2440 2 November 1979

**BEHEER OOR DIE INBRING VAN SAGTEVRUGTE IN SEKERE GEBIEDE**

Kragtens die bevoegdheid my verleen by artikel 79 (c) van die Bemarkingswet, 1968 (Wet 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou, hierby bekend dat die Sagtevrugte-raad, genoem in artikel 6 van die Sagtevrugteskema, afgekondig by Proklamasie R. 220 van 1979, kragtens artikel 50 van daardie Skema—

(a) die gebiede in Bylae 2 hiervan uiteengesit, omskryf het as die gebiede ten opsigte waarvan die in paragraaf (b) vermelde vasstellings gemaak is;

(b) die hoeveelhede sagtevrugte in Bylae 3 vermeld, vasgestel het as die maksimum hoeveelhede sagtevrugte wat gedurende die in daardie Bylae vermelde tydperke in die in paragraaf (a) vermelde gebiede ingebring mag word.

En voorts kragtens die bevoegdheid my verleen by artikel 75 (2) van die Bemarkingswet, 1968 (Wet 59 van 1968), lê ek hierdie verbodsbepaling op en skryf ek hierby die prosedure, permitte en voorwaardes voor soos in Bylaes 1 en 4 hiervan uiteengesit ten einde die bogemelde besluite van genoemde Raad doeltreffend te maak.

Hierdie kennisgewing tree op die datum van publikasie hiervan in werking ter vervanging van Goewermentskennisgewing R. 2194 van 3 November 1978, soos gewysig, wat hierby herroep word.

H. S. J. SCHOEMAN, Minister van Landbou.

**BYLAE 1****WOORDOMSKRYWING**

1. In hierdie kennisgewing, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Sagtevrugteskema, afgekondig by Proklamasie R. 220 van 1979, 'n betekenis geheg is, dieselfde betekenis, en beteken—

“omskrewe gebied” die Tafelbaai-dokkegebied en die Port Elizabeth-dokkegebied soos in Bylae 2 beskryf;

“perskes” nie ook kaalperskes nie;

“week” 'n tydperk gereken vanaf Maandag tot Sondag, albei dae ingesluit.

2. By die toepassing van hierdie kennisgewing—

(a) word sagtevrugte wat deur die Suid-Afrikaanse Spoorweë en Hawensadministrasie aange- neem is vir vervoer, ten behoeve van afsender na 'n omskrewe gebied, geag deur daardie afsender in die betrokke omskrewe gebied ingebring te gewees het gedurende die week waarin dit aldus aangeneem is, behalwe in die geval van sagtevrugte wat aldus aangeneem is op 'n Sondag, watter vrugte geag word gedurende die onmiddellik daaropvolgende week aldus ingebring te gewees het;

(b) word sagtevrugte wat met die goedkeuring van die Raad, by 'n innameplek anders as in 'n omskrewe gebied deur 'n afsender aangebied is vir goedkeuring vir uitvoer kragtens die Wet op Uitvoer

other than a defined area shall be deemed to have been introduced into a defined area during the week in which it was so presented for approval at such intake point, except in the case of deciduous fruit which was so presented for approval at such intake point on a Sunday, which fruit shall be deemed to have been so introduced during the immediately succeeding week; and

(c) a quantity of packed deciduous fruit shall be converted to the cubic metre equivalent thereof, as follows:

Kind of fruit	Kind of pack	Number of containers equal to one cubic metre
Peaches.....	Single-layer carton	89,54
Plum.....	Carton.....	74,75
Grape.....	102-mm carton...	59,13
Grape.....	114-mm carton...	53,19
Pear.....	Single-layer carton	88,52
Pear.....	Carton.....	31,48
Apple.....	Carton.....	18,88

## SCHEDULE 2

### AREAS

"Table Bay Docks Area", i.e. the Cape Town Harbour area under the control of the South African Railways and Harbours Administration;

"Port Elizabeth Docks Area", i.e. the Port Elizabeth harbour area under the control of the South African Railways and Harbours Administration.

## SCHEDULE 3

### MAXIMUM QUANTITIES OF DECIDUOUS FRUIT

#### *Deciduous fruit*

1. The maximum quantity of deciduous fruit which may in any week during the period 12 November 1979 to 31 July 1980 be introduced into the Table Bay Docks Area and the Port Elizabeth Docks Area shall be as follows:

Table Bay Docks Area: 65 000 cubic metres.

Port Elizabeth Docks Area: 15 000 cubic metres.

#### *Quantity of pears of the cultivar Bon Chrétien*

2. A maximum quantity of 960 000 cartons of Bon Chrétien pears may be introduced into the Table Bay and Port Elizabeth Docks Areas during the period to 31 July 1980 with the proviso that the maximum deliveries during the late period (21 January 1980–31 July 1980) be 860 000 cartons and that, of the remaining 100 000 cartons delivered in the early period (31 December 1979–20 January 1980), not more than 60 000 cartons be delivered in any one week.

#### *Peaches of count 28*

3. The maximum quantity of peaches of count 28 which may in any week during the period 12 November 1979 to 31 July 1980 be introduced into the Table Bay Docks Area and the Port Elizabeth Docks Area

van Landbouprodukte, 1971 (Wet 51 van 1971), geag in 'n omskrewe gebied ingebring te gewees het gedurende die week waarin dit by sodanige innameplek aldus vir goedkeuring aangebied is, behalwe in die geval van sagtevrugte wat by sodanige innameplek aldus aangebied is vir goedkeuring op 'n Sondag, watter vrugte geag word gedurende die onmiddellik daaropvolgende week ingebring te gewees het;

(c) word 'n hoeveelheid verpakte sagtevrugte soos volg na die kubieke meter-ekwivalent daarvan omgerek:

Soort vrug	Soort verpakking	Getal houters gelykstaande aan een kubieke meter
Perskes.....	Enkellaagkarton..	89,54
Pruim.....	Karton.....	74,75
Druuwe.....	102-mm-karton...	59,13
Druuwe.....	114-mm-karton...	53,19
Peer.....	Enkellaagkarton..	88,52
Peer.....	Karton.....	31,48
Appel.....	Karton.....	18,88

## BYLAE 2

### GEBIEDE

"Tafelbaai-dokkegebied", d.i. die Kaapstadse hawegebied onder die beheer van die Suid-Afrikaanse Spoorweë en Hawensadministrasie;

"Port Elizabeth-dokkegebied", d.i. die Port Elizabethse hawegebied onder die beheer van die Suid-Afrikaanse Spoorweë en Hawensadministrasie.

## BYLAE 3

### MAKSIMUM HOEVEELHEDE SAGTEVRUGTE

#### *Sagtevrugte*

1. Die maksimum hoeveelheid sagtevrugte wat in enige week gedurende die tydperk 12 November 1979 tot 31 Julie 1980 in die Tafelbaai-dokkegebied en die Port Elizabeth-dokkegebied ingebring mag word, is soos volg:

Tafelbaai-dokkegebied: 65 000 kubieke meter.

Port Elizabeth-dokkegebied: 15 000 kubieke meter.

#### *Hoeveelheid pere van die cultivar Bon Chrétien*

2. 'n Maksimum hoeveelheid van 960 000 katonne Bon Chrétienpere mag tot 31 Julie 1980 in die Tafelbaai- en Port Elizabeth-dokkegebied ingebring word met dien verstande dat die maksimum lewerings gedurende die laat periode (21 Januarie 1980–31 Julie 1980) 860 000 katonne is en dat, van die oorblywende 100 000 katonne wat in die vroeë periode (31 Desember 1979–20 Januarie 1980) gelewer word, nie meer as 60 000 katonne gedurende enige week gelewer word nie.

#### *Telling 28 perskes*

3. Die maksimum hoeveelheid perskes van 'n telling van 28 wat in enige week gedurende die tydperk 12 November 1979 tot 31 Julie 1980 in die Tafelbaai- en Port Elizabeth-dokkegebied ingebring mag word, is

*Count codes 7 and 8 of certain apple cultivars*

4. The maximum quantity of apples of count codes 7 and 8 combined and count code 8 alone of the following cultivars which may be introduced into the Table Bay Docks Area and the Port Elizabeth Docks Area during the period 31 July 1980 shall be as follows:

Cultivar	Count codes 7 and 8 combined	Count code 8 alone
	Cartons	Cartons
Starking.....	1 175 000	500 000
Top Red.....	300 000	100 000
Golden Delicious.....	1 820 000	910 000
Granny Smith.....	3 200 000	1 280 000

## SCHEDULE 4

## PROHIBITIONS, CONDITIONS AND PERMITS

*Prohibition*

1. No person shall during the period 12 November 1979 to 31 July 1980 introduce—

(a) deciduous fruit of any class;

(b) pears of the cultivar Bon Chrétien;

(c) peaches of count 28;

(d) apples of count codes 7 and 8 of the cultivars Starking, Top Red, Golden Delicious and Granny Smith;

into the defined area except under authority of a permit issued by the Board or otherwise in accordance with the conditions subject to which such permit has been issued.

*Applications for permits*

2. Any person who intends to—

(a) introduce deciduous fruit into the defined area shall apply in writing to the Board for a permit: Provided that submission to the Board in accordance with the provisions of Government Notice R. 2441, dated 2 November 1979, of a notice contemplated in that Government Notice, shall be deemed to be an application for a permit to introduce into the defined area during each of the weeks in respect of which notice has been so given, the quantities of deciduous fruit of the different classes as indicated on the notice forms;

(b) introduce Bon Chrétien pears into the defined area shall apply in writing to the Board for a permit, stating the tonnage of Bon Chrétien pears which he delivered to canners during the preceding season and his expected production (tonnage) during the 1980 season;

(c) introduce peaches of count 28 into the defined area shall apply in writing to the Board for a permit: Provided that submission to the Board in accordance with the provisions of Government Notice R. 2441, dated 2 November 1979, of a notice contemplated in that Government Notice, shall be deemed to be an application for a permit to introduce into the defined area during each of the weeks

*Tellingkodes 7 en 8 van sekere appel cultivars*

4. Die maksimum hoeveelheid appels van tellingkodes 7 en 8 gesamentlik of tellingkode 8 alleen van ondergenoemde cultivars wat gedurende die tydperk tot 31 Julie 1980 in die Tafelbaai- en Port Elizabeth-dokkegebied ingebring mag word, is soos volg:

Cultivar	Tellingkodes 7 en 8 gesamentlik	Tellingkode 8 alleen
	Kartonne	Kartonne
Starking.....	1 175 000	500 000
Top Red.....	300 000	100 000
Golden Delicious.....	1 820 000	910 000
Granny Smith.....	3 200 000	1 280 000

## BYLAE 4

## VERBODSBEPALINGS, VOORWAARDES EN PERMITTE

*Verbodsbepaling*

1. Niemand mag gedurende die tydperk 12 November 1979 tot 31 Julie 1980—

(a) sagtevrugte van enige klas;

(b) pere van die cultivar Bon Chrétien;

(c) perskes van 'n telling van 28;

(d) appels van tellingkodes 7 en 8 van die cultivars Starking, Top Red, Golden Delicious en Granny Smith;

in die omskrewe gebied inbring nie, behalwe op gesag van 'n permit deur die Raad uitgereik of anders as ooreenkomstig die voorwaardes waaronder daardie permit uitgereik is.

*Aansoeke om permitte*

2. Iemand wat voornemens is om—

(a) sagtevrugte in die omskrewe gebied in te bring moet skriftelik by die Raad om 'n permit aansoek doen: Met dien verstande dat voorlegging aan die Raad, ooreenkomstig die bepalinge van Goewermentskennisgewing R. 2441 van 2 November 1979, van 'n kennisgewing in daardie Goewermentskennisgewing beoog, geag word 'n aansoek om 'n permit te wees om gedurende elk van die weke ten opsigte waarvan aldus kennis gegee is, die hoeveelheid sagtevrugte van die verskillende klasse wat op die kennisgewingvorme aangetoon is, in omskrewe gebied in te bring;

(b) Bon Chrétienpere in die omskrewe gebied in te bring moet skriftelik by die Raad om 'n permit aansoek doen met vermelding van die tonnemaat Bon Chrétienpere wat hy in die voorafgaande seisoen aan innakers gelever het en sy verwagte produksie (tonnemaat) in die 1980-seisoen;

(c) perskes van telling 28 in die omskrewe gebied in te bring, moet skriftelik by die Raad om 'n permit aansoek doen: Met dien verstande dat voorlegging aan die Raad ooreenkomstig die bepalinge van Goewermentskennisgewing R. 2441 van 2 November 1979 van 'n kennisgewing in daardie Goewermentskennisgewing beoog, geag word 'n aansoek om 'n permit te wees om gedurende elk van die weke ten opsigte waarvan aldus kennis gegee is, 'n hoeveel-

in respect of which such notice has been given, a quantity of count 28 equivalent to 15 per cent of the quantity of peaches indicated on the notice form;

(d) introduce apples of count codes 7 and 8 of the said cultivars into the defined area shall apply in writing to the Board for a permit: Provided that submission to the Board in accordance with the provisions of Government Notice R. 2441, dated 2 November 1979, of a notice contemplated in that Government Notice, shall be deemed to be an application for a permit to introduce into the defined area during the weeks in respect of which such notice has been given, the quantities of apples of the said count codes indicated on the notice form.

#### *Permits for deciduous fruit*

3. A permit for introducing deciduous fruit into the defined area shall be on the form prescribed in Annexure A and shall be issued on condition that—

(a) the Board shall have the right to increase or to reduce the quantity of deciduous fruit specified in the permit;

(b) the Board may cancel the permit if the Perishable Products Export Control Board, referred to in section 1 of the Perishable Products Export Control Act, 1926 (Act 53 of 1926), finds it impossible to accept for shipment in terms of that Act any deciduous fruit for which the permit has been issued or if the South African Railways and Harbours Administration is unable to accommodate such deciduous fruit in the pre-cooling sheds at Table Bay Docks or Port Elizabeth Docks;

(c) the quantity specified in any permit shall automatically be increased by a quantity equal to any quantity of deciduous fruit which has been introduced into the defined area on authority of such permit, but which has been rejected for export in terms of the Agricultural Produce Export Control Act, 1971 (Act 51 of 1971);

(d) the permit shall be transferable;

(e) the quantity of deciduous fruit specified in the permit shall not include pears of the cultivar Bon Chrétien, peaches of count 28 and apples of the count codes of the cultivars referred to in clause 1

(d) unless the holder of the permit has at his disposal an additional permit contemplated in clause 4, 5 or 6 of this Schedule to introduce such classes of deciduous fruit into the defined area.

#### *Permits for Bon Chrétien pears*

4. A permit for introducing Bon Chrétien pears into the defined area shall be on the form prescribed in Annexure B and shall be issued on condition that—

(a) the Board shall have the right to increase or to reduce the quantity specified in the permit;

(b) the permit shall not be transferable;

(c) the permit shall be suspended during any week in respect of which the holder does not have at his disposal a permit contemplated in clause 3

die hoeveelheid perskes wat op die kennisgewingvorm aangetoon is in die omskrewe gebied in te bring;

(d) appels van tellingkodes 7 en 8 van die gemelde cultivars in die omskrewe gebied in te bring moet skriftelik by die Raad om 'n permit aansoek doen: Met dien verstande dat die voorlegging aan die Raad ooreenkomstig die bepalings van Goewermentskennisgewing R. 2441 van 2 November 1979 van 'n kennisgewing in daardie Goewermentskennisgewing beoog, geag word 'n aansoek om 'n permit te wees om gedurende die weke ten opsigte waarvan aldus kennis gegee is, die hoeveelhede appels van bedoelde tellingkodes wat op die kennisgewingvorm aangetoon is, in die omskrewe gebied in te bring.

#### *Permitte vir sagtevrugte*

3. 'n Permit vir die inbring van sagtevrugte in die omskrewe gebied moet op die vorm wees in Aanhangsel A voorgeskryf en word uitgereik op die voorwaarde dat—

(a) die Raad die reg het om die hoeveelheid sagtevrugte in die permit aangedui te vermeerder of te verminder;

(b) die Raad die permit kan kanselleer as die Raad van Toesig op die Uitvoer van Bederfbare Produkte, genoem in artikel 1 van die Wet op Reëling van Uitvoer van Bederfbare Produkte, 1926 (Wet 53 van 1926), dit onmoontlik vind om die sagtevrugte waarvoor die permit uitgereik is, ingevolge daardie Wet vir verskeping aan te neem of as die Suid-Afrikaanse Spoorweë en Hawensadministrasie nie sodanige sagtevrugte in die voorverkoelloodse by die Tafelbaai-dokke of Port Elizabeth-dokke kan inneem nie;

(c) die hoeveelheid in die permit aangedui outomaties verhoog word met 'n hoeveelheid gelyk aan enige hoeveelheid sagtevrugte wat op gesag van daardie permit in die omskrewe gebied ingebring is maar wat kragtens die Wet op Uitvoer van Landbouprodukte, 1971 (Wet 51 van 1971), vir uitvoer afgekeur is;

(d) die permit oordraagbaar is;

(e) die hoeveelheid sagtevrugte in die permit aangedui, nie pere van die cultivar Bon Chrétien, en perskes van telling 28, appels van die tellingkodes en cultivars in klousule 1 (d) gemeld, insluit nie, tensy die houer van die permit oor 'n bykomstige permit beoog in klousule 4, 5 of 6 van hierdie Bylae beskik om sodanige klasse sagtevrugte in die omskrewe gebied in te bring.

#### *Permitte vir Bon Chrétienpere*

4. 'n Permit vir die inbring van Bon Chrétienpere in die omskrewe gebied, moet op die vorm wees in Aanhangsel B voorgeskryf en word uitgereik op die voorwaarde dat—

(a) die Raad die reg het om die hoeveelheid in die permit aangedui te vermeerder of te verminder;

(b) die permit nie oordraagbaar is nie;

(c) die permit opgeskort is gedurende enige week ten opsigte waarvan die houer nie oor 'n permit beoog in klousule 3 van hierdie Bylae beskik nie.

*Permits for count 28 peaches*

5. A permit for introducing peaches of count 28 into the defined area shall be on the form prescribed in Annexure C and shall be issued on condition that—

- (a) the Board shall have the right to increase or reduce the quantity specified in the permit;
- (b) the permit shall not be transferable;
- (c) the permit shall be suspended during any week in respect of which the holder does not have at his disposal a permit contemplated in clause 3 of this Schedule.

*Permits for apples of count codes 7 and 8*

6. A permit for introducing apples of count codes 7 and 8 of the cultivars Starking, Top Red, Golden Delicious and Granny Smith into the defined area shall be on the form prescribed in Annexure D and shall be issued on condition that—

- (a) the permit shall not be transferable;
- (b) the permit shall be suspended during any week in respect of which the holder does not have at his disposal a permit contemplated in clause 3 of this Schedule.

**ANNEXURE A****PERMIT**

To introduce deciduous fruit into the docks area of.....

To..... Week ending on.....  
Intake week No.....  
Permit No.....  
Date.....

You are hereby authorised, subject to the conditions detailed below, to introduce during the week stated above into the Table Bay Docks Area/Port Elizabeth Docks Area only the undermentioned number of cubic metres of deciduous fruit.

Cubic metres in words					Cubic metres in figures
Thousands	Hundreds	Tens	Units	Decimal	
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

Per pro Deciduous Fruit Board,

This permit is issued subject to any conditions prescribed in terms of section 75 (2) (b) of the Marketing Act, 1968 (No. 59 of 1968).

**ANNEXURE B****PERMIT**

To introduce Bon Chrétien pears into the Table Bay Docks Area/Port Elizabeth Docks Area:

To.....

Number of export cartons			
Early period			Late period
Week ending 6/1/80	Week ending 13/1/80	Week ending 20/1/80	Period 21/1/80–31/7/80
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

*Permitte vir telling 28 perskes*

5. 'n Permit vir die inbring van perskes van 'n telling van 28 in die omskrewe gebied moet op die vorm wees in Aanhangel C voorgeskryf en word uitgereik op die voorwaarde dat—

- (a) die Raad die reg het om die hoeveelheid in die permit aangedui, te vermeerder of te verminder;
- (b) die permit nie oordraagbaar is nie;
- (c) die permit opgeskort is gedurende enige week ten opsigte waarvan die houer nie oor 'n permit beoog in klousule 3 van hierdie Bylae beskik nie.

*Permitte vir tellingkodes 7 en 8 appels*

6. 'n Permit vir die inbring van appels van tellingkodes 7 en 8 van die cultivars Starking, Top Red, Golden Delicious en Granny Smith in die omskrewe gebied moet op die vorm wees in Aanhangel D voorgeskryf en word uitgereik op die voorwaarde dat—

- (a) die permit nie oordraagbaar is nie;
- (b) die permit opgeskort is gedurende enige week ten opsigte waarvan die houer nie oor 'n permit beoog in klousule 3 van hierdie Bylae beskik nie.

**AANHANGSEL A****PERMIT**

Om sagtevrugte in te bring in die dokkegebied van.....

Aan..... Week eindigende op.....  
Innameweek No.....  
Permit No.....  
Datum.....

U word hiermee gemagtig, onderworpe aan die voorwaardes hieronder uiteengesit, om slegs ondervermelde getal kubieke meter sagtevrugte gedurende bovermelde week in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied in te bring.

Kubieke meters in woorde					Kubieke meters in syfers
Duisende	Honderde	Tiene	Eenhede	Desi-maal	
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

Per pro Sagtevrugteraad,

Hierdie permit word uitgereik behoudens die voorwaardes wat kragtens artikel 75 (2) (b) van die Bemerkingswet, 1968 (No. 59 van 1968), voorgeskryf is.

**AANHANGSEL B****PERMIT**

Om Bon Chrétienpere in te bring in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied:

Aan.....

**Getal uitvoer kartonne**

Vroeë periode			Laat periode
Week geëindig 6/1/80	Week geëindig 13/1/80	Week geëindig 20/1/80	Tydperk 21/1/80– 31/7/82
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

Period	Packing	Number
1/1/80-31/7/80.....	Export carton.....	.....

You are hereby authorised to introduce during the period stated above into the Table Bay Docks Area/Port Elizabeth Docks Area only the above-stated number of cartons of Bon Chrétien pears intended for export for sale through the Deciduous Fruit Board.

Per pro Deciduous Fruit Board,

This permit is issued subject to any conditions prescribed in terms of section 75 (2) (b) of the Marketing Act, 1968 (No. 59 of 1968).

#### ANNEXURE C

##### PERMIT

To introduce peaches of count 28 into the Table Bay Docks Area/Port Elizabeth Docks Area:

To.....

The quantity of single-layer cartons of peaches of count 28 which you are hereby authorised to introduce into the Table Bay Docks Area/Port Elizabeth Docks Area during each week in the periods 12 November 1979 to 31 July 1980 shall be equivalent to fifteen per cent (15%) of the total number of single-layer cartons of peaches for each such week which you introduce into such area.

Per pro Deciduous Fruit Board,

This permit is issued subject to any conditions prescribed in terms of section 75 (2) (b) of the Marketing Act, 1968 (No. 59 of 1968).

#### ANNEXURE D

##### PERMIT

To introduce apples of count codes 7 and 8 into the Table Bay Docks Area/Port Elizabeth Docks Area:

To.....

You are hereby authorised to introduce into the Table Bay Docks Area/Port Elizabeth Docks Area during the period to 31 July 1980 only a quantity of cartons containing apples of count codes 7 and 8 equivalent of the following percentage of the total number of cartons of apples of the following cultivars which you may introduce into such area: Provided that the quantity of cartons containing apples of count code 8 alone shall not exceed the percentage hereunder.

	Count codes 7 and 8 combined	Count code 8 alone
	%	%
Starking.....	45	17
Top Red.....	45	17
Golden Delicious.....	53	25
Granny Smith.....	40	15

Per pro Deciduous Fruit Board,

This permit is issued subject to any conditions prescribed in terms of section 75 (2) of the Marketing Act, 1968 (No. 59 of 1968).

Tydperk	Verpakking	Getal
1/1/80-31/7/80.....	Uitvoerkarton.....	.....

U word hierby gemagtig om slegs bovermelde getal kartonne Bon Chrétienpere bestem vir uitvoer vir verkoop deur die Sagtevrugteraad gedurende bovermelde tydperk in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied in te bring.

Per pro Sagtevrugteraad,

Hierdie permit word uitgereik behoudens die voorwaardes wat kragtens artikel 75 (2) (b) van die Bemarkingswet, 1968 (No. 59 van 1968), voorgeskrif is.

#### AANHANGSEL C

##### PERMIT

Om perskes van telling 28 in te bring in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied:

Aan.....

U word hierby gemagtig om slegs gedurende elke week in die tydperke 12 November 1979 tot 31 Julie 1980, 'n hoeveelheid enkel-laagkartonne perskes van telling 28 gelykstaande aan vyftien persent (15%) van die totale getal enkellaagkartonne perskes vir elke sodanige week wat u in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied, inbring, in sodanige gebied in te bring.

Per pro Sagtevrugteraad,

Hierdie permit word uitgereik behoudens die voorwaardes wat kragtens artikel 75 (2) (b) van die Bemarkingswet, 1968 (No. 59 van 1968), voorgeskrif is.

#### AANHANGSEL D

##### PERMIT

Om appels van tellingkodes 7 en 8 in te bring in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied:

Aan.....

U word hierby gemagtig om slegs 'n hoeveelheid kartonne bevattende appels van tellingkodes 7 en 8 gesamentlik gelykstaande aan ondervermelde persentasies van die totale getal kartonne appels van ondervermelde cultivars wat u in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied gedurende die tydperk tot 31 Julie 1980 inbring, in sodanige gebied in te bring: Met dien verstande dat die getal kartonne bevattende appels van tellingkode 8 alleen nie ondervermelde persentasies mag oorskry nie.

	Tellingkodes 7 en 8 gesamentlik	Tellingkode 8 alleen
	%	%
Starking.....	45	17
Top Red.....	45	17
Golden Delicious.....	53	25
Granny Smith.....	40	15

Per pro Sagtevrugteraad,

Hierdie permit word uitgereik behoudens die voorwaardes wat kragtens artikel 75 (2) (b) van die Bemarkingswet, 1968 (No. 59 van 1968), voorgeskrif is.

## ANNEXURE/AANHANGSEL 1

**DECIDUOUS FRUIT BOARD/SAGTEVRUGTERAAD  
NOVEMBER NOTIFICATION/NOVEMBER-KENNISGEWING  
APRICOTS AND PEACHES/APPELKOSE EN PERSKES**

To be received by:

**Deciduous Fruit Board  
P.O. Box 1298  
Cape Town  
8000**

on or before **FRIDAY,**  
**November 9, 1979.**

Moet ontvang word deur:

**Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000**

op of voor **VRYDAG,**  
**9 November 1979.**

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Submit hereunder my seasonal estimate (per cultivar) of the weekly quantities of each type of pack which I intend to deliver for export during the 1979/80 season.

I hereby authorise the Deciduous Fruit Board to regard this notification as an application for a permit to introduce the cubic metre equivalent of the quantities entered hereunder in respect of the relevant weeks into the Table Bay Docks/Port Elizabeth Docks\* area during each such week.

Dien hiermee my seisoenskatting in (per cultivar) van die weeklikse hoeveelhede van elke soort verpakking wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Skrap wat nie van toepassing is nie.

\* Delete whichever is not applicable.

Week ending on Sunday Week eindigende op Sondag	Week No.	(B2) Apricots/Appelkose	(C1) Peaches/Perskes
		Composite cartons Samegestelde kartonne	Composite cartons Samegestelde kartonne
18 November 1979.....	46		
25 November 1979.....	47		
2 December/Desember 1979.....	48		
9 December/Desember 1979.....	49		
16 December/Desember 1979.....	50		
23 December/Desember 1979.....	51		
30 December/Desember 1979.....	52		
6 January/Januarie 1980.....	1		
13 January/Januarie 1980.....	2		
20 January/Januarie 1980.....	3		
27 January/Januarie 1980.....	4		
3 February/Februarie 1980.....	5		
10 February/Februarie 1980.....	6		
17 February/Februarie 1980.....	7		
24 February/Februarie 1980.....	8		
2 March/Maart 1980.....	9		
9 March/Maart 1980.....	10		
16 March/Maart 1980.....	11		
23 March/Maart 1980.....	12		
Total number of packages/Totale getal houers.....			

Date  
Datum.....

Signature of Producer or Authorised Representative  
Handtekening van Produsent of Gemagtigde Verteenwoordiger

## ANNEXURE/AANHANGSEL 2

## DECIDUOUS FRUIT BOARD/SAGTEVRUGTERAAD

## NOVEMBER NOTIFICATION OF PLUMS IN COMPOSITE CARTONS (MULTI LAYER)

## NOVEMBER-KENNISGEWING VAN PRUIME IN SAMEGESTELDE KARTONNE (MEERLAAG)

To be received by:

Deciduous Fruit Board  
P.O. Box 1298  
Cape Town  
8000

on or before FRIDAY,  
November 9, 1979.

I,  
Ek,

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Moet ontvang word deur:

Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000

op of voor VRYDAG,  
9 November 1979.

Submit hereunder my seasonal estimate (per cultivar) of the weekly quantities of cartons of plums which I intend to deliver for export during the 1979/80 season.

I hereby authorise the Deciduous Fruit Board to regard this notification as an application for a permit to introduce the cubic metre equivalent of the quantities entered hereunder in respect of the relevant weeks into the Table Bay Docks/Port Elizabeth Docks\* area during each such week.

\* Delete whichever is not applicable.

Dien hiermee my seisoenskatting in (per cultivar) van die weeklikse hoeveelhede kartonne pruime wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Skrap wat nie van toepassing is nie.

Week ending on Sunday Week eindigende op Sondag	Week No.	(1) Santa Rosa	(2) Gaviota	(3) Kelsey	(4) Golden King	(41) Songold (Plus Redgold)	(42) Harry Pickstone (Plus Reubennel)	(99) Others Ander	Totals Totale	Week No.
5 November 1979.....	47									47
1 December/Desember 1979.....	48									48
1 December/Desember 1979.....	49									49
6 December/Desember 1979.....	50									50
13 December/Desember 1979.....	51									51
20 December/Desember 1979.....	52									52
5 January/Januarie 1980.....	1									1
13 January/Januarie 1980.....	2									2
20 January/Januarie 1980.....	3									3
27 January/Januarie 1980.....	4									4
3 February/Februarie 1980.....	5									5
10 February/Februarie 1980.....	6									6
17 February/Februarie 1980.....	7									7
24 February/Februarie 1980.....	8									8
2 March/Maart 1980.....	9									9
9 March/Maart 1980.....	10									10
16 March/Maart 1980.....	11									11
23 March/Maart 1980.....	12									12
30 March/Maart 1980.....	13									13
6 April (Easter/Paasnaweek) 1980.....	14									14
Total number of cartons/Totale getal kartonne.....										

Date  
Datum.....

Signature of Producer or Authorised Representative  
Handtekening van Produsent of Gemagtigde Verteenwoordiger

**ANNEXURE/AANHANGSEL 3**  
**DECIDUOUS FRUIT BOARD/SAGTEVRUGTERAAD**

**NOVEMBER NOTIFICATION OF PEARS IN CARTONS/NOVEMBER-KENNISGEWING VAN PERE IN KARTONNE**

To be received by:

Deciduous Fruit Board  
P.O. Box 1298  
Cape Town  
8000

Moet ontvang word deur:

Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000

on or before FRIDAY,  
November 9, 1979.

op of voor VRYDAG,  
9 November 1979.

L,  
Ek,

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Submit hereunder my seasonal estimate (per cultivar) of the weekly quantities of pears in cartons which I intend to deliver for export during the 1979/80 season.

I hereby authorise the Deciduous Fruit Board to regard this notification as an application for a permit to introduce the cubic metre equivalent of the quantities entered hereunder in respect of the relevant weeks into the Table Bay Docks/Port Elizabeth Docks\* area during each such week.

Dien hiermee my seisoenskatting in (per cultivar) van die weeklikse hoeveelheid pere in kartonne, wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Skrap wat nie van toepassing is nie.

\* Delete whichever is not applicable.

1980 Week ending on Sunday Week eindigende op Sondag	Week No.	Cartons/Kartonne									Week No.
		(21) Clap's Favourite	(3) Bon Chrétien	(4) Beurre Hardy	(6) Beurre Bosc	(7) Packham's Triumph	(22) *Doyenne du Comice	(24) Josephine	(8) Winter Nelis	(E8) Totals Totale	
6 January/Januarie.....	1										1
13 January/Januarie.....	2										2
20 January/Januarie.....	3										3
27 January/Januarie.....	4										4
3 February/Februarie.....	5										5
10 February/Februarie.....	6										6
17 February/Februarie.....	7										7
24 February/Februarie.....	8										8
2 March/Maart.....	9										9
9 March/Maart.....	10										10

16 March/Maart.....	11									11
23 March/Maart.....	12									12
30 March/Maart.....	13									13
5 April (Easter/Paasnaweek).....	14									14
13 April.....	15									15
20 April.....	16									16
27 April.....	17									17
4 May/Mei.....	18									18
11 May/Mei.....	19									19
18 May/Mei.....	20									20
Total number of cartons/Totale getal kartonne.....										
Estimated/Beraamde:										
Percentage code/Persentasiekode..... 0	%	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode..... 1	%	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode..... 2	%	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode..... 3	%	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode..... 4	%	%	%	%	%	%	%	%	%	
Totals/Totale (%).....	100%	100%	100%	100%	100%	100%	100%	100%	100%	

\* 1 Carton=2,81 S/L cartons.

\* 1 Karton=2,81 E/L kartonne.

Date  
Datum.....Signature of Producer or Authorised Representative  
Handtekening van Produsent of Gemagtigde Verteenwoordiger

## ANNEXURE/AANHANGSEL 4

## DECIDUOUS FRUIT BOARD/SAGTEVRUGTERAAD

## NOVEMBER NOTIFICATION OF GRAPES IN CARTONS/NOVEMBER-KENNISGEWING VAN DRUIWE IN KARTONNE

To be received by:

Deciduous Fruit Board  
P.O. Box 1298  
Cape Town  
8000

on or before FRIDAY,  
November 9, 1979.

I,  
Ek,

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Moet ontvang word deur:

Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000

op of voor VRYDAG,  
9 November 1979.

Submit hereunder my seasonal estimate (per cultivar) of the weekly quantities of grapes in cartons which I intend to deliver for export during the 1979/80 season.

I hereby authorise the Deciduous Fruit Board to regard this notification as an application for a permit to introduce the cubic metre equivalent of the quantities entered hereunder in respect of the relevant weeks into the Table Bay Docks/Port Elizabeth Docks\* area during each such week.

\* Delete whichever is not applicable.

Dien hiermee my seisoenskatting in (per cultivar) van die weeklikse hoeveelhede druiwe in kartonne, wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Skrap wat nie van toepassing is nie.

(G6)

(G7)

1980 Week ending on Sunday Week eindigende op Sondag	Week No.	102-mm Cartons/Kartonne					114-mm Cartons/Kartonne										Grand Totals Groot- totale	Week No.
		(3) Waltham Cross	(5) Golden Hill	(7) Red Emperor	(6) Almeria	(G6) Totals Totale	(12) Oli- vette	(16) Bien Donne	(17) Prune de Cazoul	(27) Salba	(8) Bar- linka	(2) Queen of the vineyard	(9) Alphonse Lavallée	(4) New Cross	(18) Dan-Ben Hannah	(G7) Totals Totale		
6 January/Januarie.....	1																	
13 January/Januarie.....	2																	
20 January/Januarie.....	3																	
27 January/Januarie.....	4																	
3 February/Februarie.....	5																	
10 February/Februarie.....	6																	
17 February/Februarie.....	7																	
24 February/Februarie.....	8																	
2 March/Maart.....	9																	
9 March/Maart.....	10																	
16 March/Maart.....	11																	
23 March/Maart.....	12																	
30 March/Maart.....	13																	
6 April (Easter/Paasnaweek)	14																	
13 April.....	15																	
20 April.....	16																	
27 April.....	17																	
4 May/Mei.....	18																	
11 May/Mei.....	19																	
18 May/Mei.....	20																	
25 May/Mei.....	21																	
1 June/Junie.....	22																	
Total number of cartons/Totale getal kartonne.....																		

Date  
Datum.....

Signature of Producer or Authorised Representative  
Handtekening van Produsent of Gemagtigde Verteenwoordiger

## ANNEXURE/AANHANGSEL 5

## DECIDUOUS FRUIT BOARD/SAGTEVRUGTERAAD

## NOVEMBER NOTIFICATION (APPLES)/NOVEMBER-KENNISGEWING (APPELS)

To be received by:

Deciduous Fruit Board  
P.O. Box 1298  
Cape Town  
8000

on or before FRIDAY,  
November 9, 1979.

I,  
Ek,

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Moet ontvang word deur:

Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000

op of voor VRYDAG,  
9 November 1979.

Submit hereunder my seasonal estimate (per cultivar) of the weekly quantities of cartons of apples which I intend to deliver for export during the 1979/80 season.

I hereby authorise the Deciduous Fruit Board to regard this notification as an application for a permit to introduce the cubic metre equivalent of the quantities entered hereunder in respect of the relevant weeks into the Table Bay Docks/Port Elizabeth Docks\* area during each such week.

\* Delete whichever is not applicable.

Dien hiermee my seisoenskatting in (per cultivar) van die weeklikse hoeveelhede kartonne appels wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Skrap wat nie van toepassing is nie.

Week ending on Sunday Week eindigende op Sondag	Week No.	(2) Dunn's Seedling	(4) Golden Delicious	(8) Torped	(3) Starking	(22) Jonathan	(5) Winter Pearmain	(7) Granny Smith	(23) York Imperial	(H8) Total Totaal	Week No.
10 February/Februarie.....	6										6
17 February/Februarie.....	7										7
24 February/Februarie.....	8										8
2 March/Maart.....	9										9
9 March/Maart.....	10										10
16 March/Maart.....	11										11
23 March/Maart.....	12										12
30 March/Maart.....	13										13
6 April (Easter/Paasnaweek).....	14										14
13 April.....	15										15
20 April.....	16										16
27 April.....	17										17

4 May/Mei.....	18									18
11 May/Mei.....	19									19
18 May/Mei.....	20									20
25 May/Mei.....	21									21
1 June/Junie.....	22									22
8 June/Junie.....	23									23
15 June/Junie.....	24									24
Total number of cartons/Totale getal kartonne										
Estimated/Beraamde:										
Percentage code/Persentasiekode.....	4	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode.....	5	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode.....	6	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode.....	7	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode.....	8	%	%	%	%	%	%	%	% *	
Totals/Totale (%).....		100%	100%	100%	100%	100%	100%	100%	100%	

\* Code/Kode 8, 9 and/en 0.

SEASON—1978/79—SEISOEN  
TOTAL APPLE CROP/TOTALE APPELOES

Bulk bins/Grootmaathouers

Export/Uitvoer:

Local—1st Grade/Plaaslik—1ste Graad.....

Local—2nd Grade/Plaaslik—2de Graad.....

Canners/Other/Inmakers/Ander.....

Processors/Verwerkers.....

Totals—Actual/Totale—Werklik.....


SEASON—1979/80—SEISOEN  
\*Total Apple Crop—Bulk Bins/Totale Appeloës—Grootmaathouers

Estimated/Beraamde.....

--	--	--	--	--	--	--	--	--	--

\* Export + Local + Canners + Processors.  
Uitvoer + Plaaslik + Inmakers + Verwerkers.

Date  
Datum.....

Signature of Producer or Authorised Representative  
Handtekening van Producent of Gemagtigde Verteenwoordiger

No. R. 2442 2 November 1979

# THE CLASSIFICATION, PACKING AND MARKING OF VINEGAR INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA

The Division of Inspection Services of the Department of Agricultural Economics and Marketing intends to request the Minister of Agriculture to promulgate the regulations set out in the Schedule hereto.

Interested parties are invited to furnish the Director of Inspection Services, Private Bag X258, Pretoria, 0001, in writing with any comments or representations they wish to make in regard to the proposed regulations within 30 days of the publication of this Notice.

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## DEFINITIONS

1. In these regulations, unless inconsistent with the context, a word or expression to which a meaning has been assigned in the Act shall have a corresponding meaning, and—

“acetic acid” means the chemical compound known as hydrogen acetate or anhydrous acetic acid and requiring for complete neutralisation of 100 parts per mass, 66,61 parts per mass of pure sodium hydroxide;

“alcohol” or “alcohol by volume” means alcohol as determined in a way as prescribed by regulation published under the Wine, Other Fermented Beverages and Sprits Act, 1957 (Act 25 of 1957);

“consignment” means a quantity of vinegar of the same kind delivered at any one time under cover of the same consignment note, delivery note or receipt note, or from the same vehicle;

“Department” means the Department of Agricultural Economics and Marketing;

“Director of Inspection Services” means the Director of the Division of Inspection Services of the Department;

“foreign matter” means any material not normally present in vinegar;

“grape brandy” means a distillate of an alcoholic strength not lower than 43 per cent (v/v) resulting from the distillation solely of fermented grape juice together with husks;

“permitted” means permitted under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (No. 54 of 1972);

“rectified spirits” means a purified spirits with an alcoholic strength not lower than 43 per cent (v/v) obtained and purified by distillation with a rectifying or fractionating column;

“the Act” means the Marketing Act, 1968 (No. 59 of 1968);

No. R. 2442 2 November 1979

# DIE KLASSIFIKASIE, VERPAKKING EN MERK VAN ASYN BESTEM VIR VERKOOP IN DIE REPUBLIEK VAN SUID-AFRIKA

Die Afdeling Inspeksiedienste van die Departement Landbou-ekonomie en -bemaking is voornemens om die Minister van Landbou te versoek om die regulasies in die Bylae hiervan uiteengesit, te maak.

Belanghebbende persone word hierby versoek om binne 30 dae vanaf die datum van publikasie van hierdie kennisgewing besware teen, of vertoë wat hulle in verband met die voorgestelde regulasies wil maak, skriftelik aan die Direkteur van Inspeksiedienste, Priwaatsak X258, Pretoria, 0001 voor te lê.

## BYLAE

### INHOUD

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## WOORDOMSKRYWING

1. In hierdie regulasies, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Wet 'n betekenis geheg is, 'n ooreenstemmende betekenis, en beteken—

“alkohol” of “alkohol volgens volume” alkohol soos bepaal op 'n wyse voorgeskryf by regulasie kragtens die Wet op Wyn, Ander Gegiste Drank en Spirituallieë, 1957 (No. 25 van 1957);

“asyn” die produk vervaardig deur slegs die alkoholiese fermentasie en daaropvolgende asynsuurbakteriese oksidasie, sonder distillasie, van enige plantaardige sap, aftreksel of afkooksel. Dit mag nie enige minerale suur bevat nie;

“asynsuur” die chemiese verbinding bekend as waterstofasetaat of watervrye asynsuur, vir die volledige neutralisering van 100 dele per massa waarvan 66,61 dele per massa suiwer natriumhidroksied vereis word;

“besending” 'n hoeveelheid asyn van dieselfde soort wat op 'n bepaalde tydstip afgelewer word onder dieselfde vragbrief, afleweringsbrief of ontvangsbewys, of van dieselfde voertuig;

“Departement” die Departement van Landbou-ekonomie en -bemaking;

“die Wet” die Bemakingswet, 1968 (No. 59 van 1968);

“Direkteur van Inspeksiedienste” die Direkteur van die Afdeling Inspeksiedienste van die Departement;

“druivebrandewyn” 'n distillaat met 'n alkoholgehalte van minstens 43 persent (v/v), uitsluitlik deur die distillering van die gegiste sap van druive met doppe verkry;

“gesuiwerde spiritus” 'n gesuiwerde spiritus met 'n alkoholgehalte van minstens 43 persent (v/v) wat verkry en gesuiwer is deur distillering met 'n distillerings- of fraksioneringskolom;

“veroorloof” veroorloof kragtens die Wet op Voedingsmiddels, Skoonheidsmiddels en Ontsmettingsmiddels, 1972 (No. 54 van 1972);

"vinegar" means the product made solely by the alcoholic fermentation and subsequent acetous bacterial oxidation, without distillation, of any vegetable juice, infusion or decoction. It shall not contain any mineral acid;

"wine" means—

(a) the beverage obtained solely by the alcoholic fermentation of must without the addition thereto or the extraction therefrom of any substance other than a substance prescribed by regulation;

(b) the beverage obtained by the addition to must of the substance prescribed by regulation;

(c) ginger wine, perlé wine, vermouth, wine aperitif and wine cocktail;

"wine brandy (cognac type)" means a distillate of an alcoholic strength not lower than 43 per cent (v/v) resulting solely from the distillation of wine distilled at not higher than 70 per cent (v/v) and whereof the volatile ingredients, other than water, are derived from such wine and includes not less than 125 parts per million of higher alcohols calculated as amyl alcohol and 300 parts per million of total secondary constituents;

"wine spirits" means the rectified spirits, of an alcoholic strength not lower than 43 per cent (v/v) resulting from the distillation of wine.

## PART I

### GENERAL

#### *Purpose of regulations*

2. These regulations have been made for the purpose of the prohibition of the sale of vinegar in the Republic, imposed under section 84 of the Act.

#### *Inspection*

3. (1) An inspector may open as many containers in any consignment of vinegar and examine the contents thereof and remove samples of such contents for the purpose of further examination or analysis as he deems necessary.

(2) An inspector's finding in relation to the containers opened by him by virtue of the provisions of subregulation (1), and the contents of such containers, shall apply as a finding in respect of the whole consignment from which such containers were drawn.

#### *Appeal*

4. (1) Any person who feels aggrieved as a result of any decision or action taken by an inspector, may appeal against such decision or action by submitting a notice of appeal to an inspector within five days after he has been notified of that decision or action and depositing within the said period with such inspector or at any office of the Division of Inspection Services of the Department, a deposit of R35: Provided that a separate deposit shall be deposited in respect of each separate consignment and provided further that if the notice of appeal and deposit are not submitted and deposited within the prescribed period of five days, the appellant shall lose his right of appeal in terms of this regulation.

(2) An inspector may apply to the containers of vinegar in respect of which an appeal has been lodged, any mark or marks which he may consider necessary for identification purposes and such vinegar shall not, without his consent, be removed from the place where it was inspected or where it is stored.

(3) The Secretary of the Department or an officer of the Department nominated by him, shall designate a person or persons who shall decide such an appeal,

"vreemde stowwe" enige materiaal nie normaalweg teenwoordig in asyn nie;

"wyn"—

(a) die drank uitsluitlik verkry deur die alkoholiese gisting van mos sonder byvoeging daarby of ekstrahering daaruit van 'n bestanddeel behalwe 'n bestanddeel wat by regulasie voorgeskryf is;

(b) die drank verkry deur die bestanddeel by regulasie voorgeskryf by mos te voeg;

(c) gemmerwyn, perlé-wyn, vonkelwyn, vermoet, wynaperitif en wynmengeldrank;

"wynbrandewyn (konjak-tipe)" 'n distillaat met 'n alkoholgehalte van minstens 43 persent (v/v), wat uitsluitlik deur die distillering van wyn, gedistilleer by hoogstens 70 persent (v/v), verkry is, en waarvan die ander vlugtige bestanddele behalwe water van bedoelde wyn afkomstig is, en minstens 125 dpm hoër alkohol, bereken as amielalkohol en 300 dpm totale sekondêre bestanddele bevat;

"wynspiritus" die gesuiwerde spiritus met 'n alkoholgehalte van minstens 43 persent (v/v) wat uitsluitlik deur die distillering van wyn verkry is.

## DEEL I

### ALGEMEEN

#### *Doel van regulasies*

2. Hierdie regulasies is gemaak vir die doel van die verbod wat kragtens artikel 84 van die Wet op die verkoop van asyn in die Republiek opgelê is.

#### *Inspeksie*

3. (1) 'n Inspekteur kan in 'n besending asyn soveel houers oopmaak en die inhoud daarvan inspekteer en monsters van sodanige inhoud neem vir die doel van verdere inspeksie of ontleding as wat hy nodig mag ag.

(2) 'n Inspekteur se bevinding met betrekking tot die houers deur hom oopgemaak uit hoofde van die bepalinge van subregulasie (1) en die inhoud van daardie houers, geld as 'n bevinding ten opsigte van die hele besending waaruit sodanige houers onttrek is.

#### *Appel*

4. (1) Iemand wat hom deur 'n beslissing of optrede van 'n inspekteur veronreg ag, kan appel aantekene teen sodanige beslissing of optrede deur binne vyf dae nadat hy van daardie beslissing of optrede in kennis gestel is, 'n kennisgewing van appel by 'n inspekteur in te dien, en binne genoemde tydperk by sodanige inspekteur, of by enige kantoor van die Afdeling Inspeksiedienste van die Departement, 'n deposito van R35 te deponeer: Met dien verstande dat 'n afsonderlike deposito gestort moet word ten opsigte van elke afsonderlike besending en met dien verstande verder dat indien die kennisgewing van appel en die deposito nie binne die voorgeskrewe tydperk van vyf dae ingehandig en gedeponeer word nie, die appellant sy reg van appel in gevolge hierdie regulasie verbeur.

(2) 'n Inspekteur kan aan die houers van asyn ten opsigte waarvan 'n appel aangeteken is, 'n merk of merke aanbring wat hy vir uitkenningdoeleindes nodig mag ag en sodanige asyn mag nie sonder sy toestemming van die plek waar dit geïnspekteer is of waar dit opgeberg is, verwyder word nie.

(3) Die Sekretaris van die Departement of 'n beampete van die Departement deur hom benoem, wys 'n persoon of persone aan deur wie oor so 'n appel beslis

and such person or persons shall decide such appeal within five days (excluding Sundays and public holidays) after it was lodged, and the decision of the person or persons so designated shall be final.

(4) The person or persons so designated, shall give the appellant or his agent at least two hours notice of the time and place determined for the hearing of the appeal, and may, after the vinegar concerned has been produced and identified and all the interested parties have been heard, instruct all persons (including the appellant and his agent and the inspector), to leave the place where the appeal is being considered.

(5) (a) If an appeal is upheld, the amount deposited in respect thereof, shall be refunded to the appellant.

(b) If an appeal is dismissed, the amount deposited in respect thereof shall be forfeited.

## PART II

### CLASSIFICATION OF VINEGAR

5. (1) There shall be seven classes of vinegar namely:

- (a) Grape vinegar;
- (b) spirit vinegar;
- (c) glucose vinegar;
- (d) cider vinegar or apple vinegar;
- (e) malt vinegar;
- (f) unspecified vinegar; and
- (g) blended vinegar.

(2) Vinegar shall—

(a) contain not less than 5 per cent (v/v) and not more than 12 per cent (v/v) of acetic acid in the ready-to-use form;

(b) not contain arsenic, copper, lead, tin, zinc, preservatives, antioxidants, colourants or other chemical additives in larger quantities than those permitted under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (No. 54 of 1972);

(c) not contain any mineral acid;

(d) contain only permitted quantities of sulphur dioxide;

(e) be clear, clean and free from foreign matter; and

(f) have a characteristic flavour and taste of the class of vinegar concerned: Provided that the addition of caramel is permitted.

(3) The addition of water shall only be permitted to the extent that it replaces water which had previously been removed by means of normal commercial practices.

#### *Grape vinegar*

6. Grape vinegar is the product made solely by—

(a) the alcoholic fermentation and subsequent acetous bacterial oxidation, without distillation of the juice of the grape; or

(b) the acetous bacterial oxidation of wine that has been fortified by the addition of wine spirits, wine brandy (cognac type) or grape brandy.

#### *Spirit vinegar*

7. Spirit vinegar is the product made solely by—

(a) the acetous bacterial oxidation of dilute, distilled alcohol; or

moet word en sodanige persoon of persone moet daaroor beslis binne vyf dae (uitgesonderd Sondae en openbare vakansiedae) na indiening daarvan, en die beslissing van die aldus aangewese persoon of persone is finaal.

(4) Die aldus aangewese persoon of persone moet die appellant of sy agent minstens twee uur kennis gee van die tyd en plek bepaal vir die verhoor van die appèl en mag, nadat die betrokke asyn vertoon en uitgeken is en alle belanghebbendes aangehoor is, alle persone (met inbegrip van die appellant en sy agent en die inspekteur) gelas om die plek waar die appèl oorweeg word, te verlaat.

(5) (a) Indien 'n appèl gehandhaaf word, word die bedrag wat ten opsigte daarvan gedeponeer is, aan die appellant terugbetaal.

(b) Indien 'n appèl van die hand gewys word, word die bedrag wat ten opsigte daarvan gedeponeer is, verbeur.

## DEEL II

### KLASSIFIKASIE VAN ASYN

5. (1) Daar is sewe klasse asyn, naamlik:

- (a) Druive-asyn;
- (b) spiritusasyn;
- (c) glukose-asyn;
- (d) sider- of appelasyn;
- (e) moutasyn;
- (f) ongespesifiseerde asyn; en
- (g) versnyde asyn.

(2) Asyn moet—

(a) nie minder as 5 persent (v/v) en nie meer as 12 persent (v/v) asynsuur in die gereed-virgebruik vorm bevat nie;

(b) nie arseen, koper, lood, tin, sink, preserveermiddels, antioksideermiddels, kleurmiddels of ander chemiese byvoegings in groter hoeveelhede as die toegelaat kragtens die Wet op Voedingsmiddels, Oksiedmiddels en Ontsmettingsmiddels, 1972 (No. 43 van 1972) bevat nie;

(c) nie enige mineraalsuur bevat nie;

(d) slegs veroorloofde hoeveelhede swaeldioksied bevat;

(e) helder, skoon en vry van vreemde stowwe wees; en

(f) 'n kenmerkende geur en smaak van die betrokke klas asyn bevat: Met dien verstande dat die byvoeging van karamel toelaatbaar is.

(3) Die byvoeging van water is slegs toelaatbaar tot die mate dat dit water vervang wat voorheen uit die asyn verwyder was deur middel van normale handelspraktjke.

#### *Druive-asyn*

6. Druive-asyn is die produk vervaardig uitsluitlik deur—

(a) alkoholiese fermentasie en daaropvolgende asynbakteriese oksidasie, sonder distillering, van die sap van druive; of

(b) die asynbakteriese oksidasie van wyn wat gefortifiseer is deur die byvoeging van wynspiritus, wynbrandewyn (konjak-tipe) of druivebrandewyn.

#### *Spiritusasyn*

7. Spiritusasyn is die produk vervaardig uitsluitlik deur—

(a) asynbakteriese oksidasie van verdunde, gedistilleerde alkohol; of

(b) the alcoholic fermentation and subsequent acetous bacterial oxidation without distillation of solutions of sugar or molasses with or without the addition of an infusion of cereal grain.

#### *Glucose vinegar*

8. Glucose vinegar is the product made solely by the alcoholic fermentation and subsequent acetous bacterial oxidation of solutions of starch, glucose or syrup.

#### *Cider vinegar or apple vinegar*

9. Cider vinegar or apple vinegar is the product made solely by the alcoholic fermentation and subsequent acetous bacterial oxidation, without distillation of the juice of apples.

#### *Malt vinegar*

10. Malt vinegar is the product made solely by the alcoholic fermentation and subsequent acetous bacterial oxidation, without distillation, of an infusion solely of whole cereal grain, the starch of which has been converted into fermentable sugar by the direct action of malt.

#### *Unspecified vinegar*

11. Unspecified vinegar is the product made solely by the alcoholic fermentation and subsequent acetous bacterial oxidation, without distillation, of any other vegetable juice, infusion or decoction.

#### *Blended vinegar*

12. Blended vinegar is the product made solely by the blending of two or more of the classes of vinegar mentioned in regulation 6 up to and including 11 or by the blending of the respective raw materials of such classes prior to the alcoholic fermentation and/or subsequent acetous bacterial oxidation. Any class used in the blend shall be subject to the provisions of subregulation 14 (e) constitute at least 25 per cent (v/v) of the total contents of the blend.

### **PART III**

#### **CONTAINERS AND PACKING**

13. All classes of vinegar shall be packed in containers which are clean and strong enough to protect the contents during normal handling.

### **PART IV**

#### **MARKING REQUIREMENTS**

##### *Marking of containers*

14. Any container containing vinegar shall be marked conspicuously and legibly with the following particulars in one or both official languages:

(a) The name and address of the manufacturer or packer or distributor;

(b) the class of the vinegar in letters of at least 4 mm in height;

(c) in the case of a concentrated vinegar, the dilution ratio;

(d) in the case of imported vinegar, the country of manufacture preceded by the words "Product of";

(e) in the case of blended vinegar the words "Blended vinegar", in letters of at least 4 mm in height followed by the names of the various classes of vinegar in letters of at least 2 mm in height in descending order of quantity in percentage (v/v) of each kind used: Provided that if a blend contains less than 25 per cent (v/v) of a certain class of vinegar the true percentage contained must also be stated in letters of at least 2 mm in height;

(b) alkoholiese fermentasie en daaropvolgende asynbakteriese oksidasie, sonder distillering, van oplossings van suiker of molasse, met of sonder die byvoeging van 'n aftreksel van graan.

#### *Glukose-asyn*

8. Glukose-asyn is die produk vervaardig uitsluitlik deur alkoholiese fermentasie en daaropvolgende asynbakteriese oksidasie van oplossings van stysel, glukose of glukosestroop.

#### *Sider- of appelasyn*

9. Sider- of appelasyn is die produk vervaardig uitsluitlik deur alkoholiese fermentasie en daaropvolgende asynbakteriese oksidasie, sonder distillering, van appelsap.

#### *Moutasyn*

10. Moutasyn is die produk vervaardig uitsluitlik deur alkoholiese fermentasie en daaropvolgende asynbakteriese oksidasie, sonder distillering, van 'n aftreksel uitsluitlik van heel graankorrels, waarvan die stysel deur die regstreekse werking van mout in gisbare suiker omgesit is.

#### *Ongespesifiseerde asyn*

11. Ongespesifiseerde asyn is die produk vervaardig uitsluitlik deur alkoholiese fermentasie en daaropvolgende asynbakteriese oksidasie, sonder distillering, van enige ander plantaardige sap, aftreksel of afkooksel.

#### *Versnyde asyn*

12. Versnyde asyn is die produk van 'n versnyding van twee of meer van die klasse genoem in regulasie 6 tot en met 11 of van die versnyding van die onderskeidelike grondstowwe van sodanige klasse voor die alkoholiese fermentasie en/of daaropvolgende asynsuurbakteriese oksidasie. Enige klas wat in die versnyding gebruik word, moet behoudens die bepaling van subregulasie 14 (e), minstens 25 persent (v/v) van die totale inhoud van die versnyding uitmaak.

### **DEEL III**

#### **HOUERS EN VERPAKKING**

13. Alle klasse asyn moet in houters verpak word wat skoon en sterk genoeg is om die inhoud tydens normale hantering te beskerm.

### **DEEL IV**

#### **MERKVEREISTES**

##### *Merk van houters*

14. Elke houer wat asyn van enige beskrywing bevat, moet opvallend en leesbaar met die volgende besonderhede in een of beide amptelike tale gemerk wees:

(a) Die naam en adres van die vervaardiger of verpakker of verspreider;

(b) die klas van die asyn in letters minstens 4 mm hoog;

(c) in die geval van 'n gekonsentreerde asyn, die verdunningsverhouding;

(d) in die geval van ingevoerde asyn, die land van vervaardiging, voorafgegaan deur die woorde "Produk van";

(e) in die geval van versnyde asyn, die woorde "Versnyde asyn" in letters minstens 4 mm hoog gevolg deur die name van die verskillende klasse asyn in dalende volgorde van hoeveelhede in persentasie per volume uitgedruk, van elke soort waaruit die mengsel saamgestel is, in letters minstens 2 mm hoog: Met dien verstande dat indien 'n mengsel minder as 25 persent van 'n spesifieke klas asyn bevat, die werklike persentasie bevat ook in letters minstens 2 mm hoog verklaar moet word;

(f) in the case of unspecified vinegar the vinegar shall be identified with a descriptive name which is not misleading; and

(g) the liquid contents in prescribed amounts as prescribed by regulation promulgated under the Trade Metrology Act, 1973 (No. 77 of 1973).

#### *Marking of packages*

15. If containers containing vinegar are packed in packages such packages shall be clean, neat and unbroken and on every such package, or on a label affixed thereto shall be clearly marked—

(a) the number of containers packed therein;

(b) the volume of the liquid contents of each container;

(c) in the case of imported vinegar, the name of the manufacturer or a trade mark;

(d) in the case of imported vinegar, the country of origin of the vinegar;

(e) the class of vinegar packed therein in letters of at least 4 mm in height:

Provided that if any such package contains assorted classes of vinegar, words signifying that such package contains assorted classes of vinegar may be marked thereon.

#### *Prohibited particulars*

16. (1) No wording, illustration or other device of expression which constitutes a misrepresentation or which directly or by implication creates a misleading impression of the contents shall appear on a container which contains vinegar.

(2) No product which is not vinegar shall bear the word "vinegar" or a similar word or any reference to vinegar.

#### No. R. 2463 2 November 1979 REQUIREMENTS RELATING TO RECORDS TO BE KEPT AND RETURNS TO BE RENDERED IN CONNECTION WITH DRY BEANS.—AMENDMENT

In terms of section 79 (c) of the Marketing Act, 1968 (Act 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Dry Bean Board, referred to in section 3 of the Dried Bean Scheme, published by Proclamation R. 68 of 1961, as amended, has, in terms of section 14 (h) and (p) of that Scheme, with my approval amended the requirements published by Government Notice R. 2024 of 14 September 1979, as set out in the Schedule hereto.

H. S. J. SCHOEMAN, Minister of Agriculture.

#### **SCHEDULE**

The Schedule to Government Notice R. 2024 of 14 September 1979, is hereby amended by the substitution for the definition of "dry bean trader" of the following definition:

"'dry bean trader' means —

(a) any person registered or required to be registered under section 18 of the said Scheme; and

(b) any person who deals in the course of trade with dry beans in the Republic, excluding such a person who only sells dry beans direct to the public in retail quantities;"

(f) in die geval van ongespesifiseerde asyn, moet die asyn geïdentifiseer word deur 'n beskrywende naam wat nie misleidend is nie;

(g) die vloeistof-inhoud, in voorgeskrewe hoeveelhede soos voorgeskryf per regulasie uitgevaardig kragtens die Wet op Handelsmetrologie, 1973 (No. 77 van 1973).

#### *Merk van verpakings*

15. Indien houers asyn in pakke verpak is, moet sodanige verpakking skoon, netjies en heel wees, en op elke sodanige pak of op 'n etiket daaraan geplak, moet duidelik gemerk word—

(a) die getal houers daarin verpak;

(b) die volume van die vloeistofinhoud van die houer;

(c) die naam van die vervaardiger of 'n handelsmerk;

(d) in die geval van ingevoerde asyn, die naam van die land van herkoms van die asyn;

(e) die klas asyn daarin verpak in letters minstens 4 mm hoog: Met dien verstande dat indien enige sodanige verpakking verskillende klasse asyn bevat, woorde ter aanduiding dat die verpakking verskillende klasse asyn bevat, daarop gemerk mag word.

#### *Verbode besonderhede*

16. (1) Geen bewoording, illustrasie of enige ander metode van begripsuitdrukking wat 'n wanvoorstelling behels of wat regstreeks of by implikasie 'n misleidende indruk skep van die inhoud, mag op 'n houer wat asyn bevat, verskyn nie.

(2) Geen produk wat nie asyn is nie, mag met die woord "asyn" of 'n soortgelyke woord of enige verwysing na asyn, gemerk word nie.

#### No. R. 2463 2 November 1979 VOORSKRIFTE BETREFFENDE REKORDS WAT GEHOU EN OPGAWES WAT VERSTREK MOET WORD IN VERBAND MET DROËBONE.—WYSIGING

Kragtens artikel 79 (c) van die Bemarkingswet, 1968 (Wet 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou, hierby bekend dat die Droëboneraad, vermeld in artikel 3 van die Droëboneskema, afgekondig by Proklamasie R. 68 van 1961, soos gewysig, kragtens artikel 14 (h) en (p) van daardie Skema, met my goedkeuring die voorskrifte afgekondig by Goewermentskenningsgewing R. 2024 van 14 September 1979, gewysig het soos in die Bylae uiteengesit is.

H. S. J. SCHOEMAN, Minister van Landbou.

#### **BYLAE**

Die Bylae van Goewermentskenningsgewing R. 2024 van 14 September 1979 word hierby gewysig deur die woordomskriving van "droëbonehandelaar" deur die volgende woordomskriving te vervang:

"'droëbonehandelaar'—

(a) iemand wat kragtens artikel 18 van die gemelde Skema geregistreer is of daarkragtens geregistreer behoort te wees; en

(b) iemand wat in die Republiek met droëbone as 'n besigheid handel uitgesonderd so 'n persoon wat droëbone alleenlik in kleinhandelhoeveelhede direk aan die publiek verkoop;"

No. R. 2479 2 November 1979

PROHIBITION OF THE SALE OF ORANGES.—  
REVOCATION

In terms of section 79 (b) of the Marketing Act, 1968 (Act 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Citrus Board, referred to in section 6 of the Citrus Scheme, published by Proclamation R. 2 of 1979, as amended, has in terms of section 33 of the said Scheme, with my approval and with effect from 5 November 1979, repealed the prohibition published by Government Notice R. 691 of 30 March 1979.

H. S. J. SCHOEMAN, Minister of Agriculture.

No. R. 2441 2 November 1979

NOTICE BY PRODUCERS OF DELIVERIES OF  
DECIDUOUS FRUIT FOR EXPORT

In terms of section 79 (c) of the Marketing Act, 1968 (Act 59 of 1968), I, Hendrik Stephanus Johan Schoeman, Minister of Agriculture, hereby make known that the Deciduous Fruit Board, referred to in section 6 of the Deciduous Fruit Scheme, published by Proclamation R. 220 of 1979, has in terms of section 46 of that Scheme with my approval issued the requirement set out in the Schedule hereto, in substitution of the requirements published by Government Notice R. 2195 dated 3 November 1978, which is hereby repealed.

H. S. J. SCHOEMAN, Minister of Agriculture.

## SCHEDULE

1. In this notice, unless inconsistent with the context, any word or expression to which a meaning has been assigned in the Deciduous Fruit Scheme, published by Proclamation R. 220 of 1979, shall have a corresponding meaning, and—

“week” shall mean the period from Monday to the following Sunday, both days inclusive.

2. Each producer of deciduous fruit of the kinds apricots, peaches, plums, pears, grapes and apples shall, in respect of the period of deliveries from 12 November 1979 to 15 June 1980, submit to the Deciduous Fruit Board, P.O. Box 1298, Cape Town, 8000, on or before 9 November 1979, for—

- (i) apricots and peaches on the form prescribed in Annexure 1;
- (ii) plums on the form prescribed in Annexure 2;
- (iii) pears in cartons on the form prescribed in Annexure 3;
- (iv) grapes in cartons on the form prescribed in Annexure 4;
- (v) apples on the form prescribed in Annexure 5;

notifications of the total quantity of each pack of apricots and peaches and of the total quantity of each pack and the cultivar of plums, grapes, pears and apples intended for export for sale by the said Board, which he intends to deliver to the said Board during each of the weeks specified.

No. R. 2479 2 November 1979

VERBOD OP DIE VERKOOP VAN LEMOENE.—  
OPHEFFING

Ingevolge artikel 79 (b) van die Bemarkingswet, 1968 (Wet 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou, hierby bekend dat die Sitrusraad, genoem in artikel 6 van die Sitruskema, afgekondig by Proklamasie R. 2 van 1979, soos gewysig, kragtens artikel 33 van genoemde Skema, met my goedkeuring en met ingang van 5 November 1979, die verbod afgekondig by Goewermentskennisgewing R. 691 van 30 Maart 1979, herroep het.

H. S. J. SCHOEMAN, Minister van Landbou.

No. R. 2441 2 November 1979

KENNISGEWING DEUR PRODUSENTE VAN  
LEWERINGS VAN SAGTEVRUGTE VIR UIT-  
VOER

Kragtens artikel 79 (c) van die Bemarkingswet, 1968 (Wet 59 van 1968), maak ek, Hendrik Stephanus Johan Schoeman, Minister van Landbou, hierby bekend dat die Sagtevrugteraad, genoem in artikel 6 van die Sagtevrugteskema, afgekondig by Proklamasie R. 220 van 1979, kragtens artikel 46 van genoemde Skema met my goedkeuring die lasgewing in die Bylae hiervan uiteengesit, uitgereik het ter vervanging van die voorskrifte afgekondig by Goewermentskennisgewing R. 2195 van 3 November 1978 wat hierby herroep word.

H. S. J. SCHOEMAN, Minister van Landbou

## BYLAE

1. In hierdie kennisgewing, tensy uit die samehang anders blyk, het 'n woord of uitdrukking waaraan in die Sagtevrugteskema, afgekondig by Proklamasie R. 220 van 1979, 'n betekenis geheg is, 'n ooreenstemmende betekenis en beteken—

“week” die tydperk van Maandag tot die daaropvolgende Sondag, albei dae ingesluit.

2. Elke produsent van sagtevrugte van die soorte appeltose, perskes, pruime, pere, duiwe en appels moet, ten opsigte van die tydperk van lewerings vanaf 12 November 1979 tot 15 Junie 1980, op of voor 9 November 1979 aan die Sagtevrugteraad, Posbus 1298, Kaapstad, 8000, vir—

- (i) appeltose en perskes op die vorm voorgeskryf in Aanhangsel 1;
- (ii) pruime op die vorm voorgeskryf in Aanhangsel 2;
- (iii) pere in kartonne op die vorm voorgeskryf in Aanhangsel 3;
- (iv) duiwe in kartonne op die vorm voorgeskryf in Aanhangsel 4;
- (v) appels op die vorm voorgeskryf in Aanhangsel 5;

kennisgewings verstrek van die totale hoeveelheid van elke verpakking appeltose en perskes en van die totale hoeveelheid van elke verpakking en die cultivar van pruime, duiwe, pere en appels, bestem vir uitvoer vir verkoop deur genoemde Raad, wat hy van voorneme is om aan genoemde Raad te lewer, gedurende elk van die weke aangedui.

# VERBOD OP DIE VERKOOP VAN PERSEKKE

1. Die Sagtevrugteraad (Sagtevrugteboord) van die Kaapstad seisoenskatting (Sagtevrugteboord seisoenskatting) het op 2 November 1979 besluit om die verkoop van persekke te verbod. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

2. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

3. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

4. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

5. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

6. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

7. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

# VERBOD OP DIE VERKOOP VAN PERSEKKE

1. Die Sagtevrugteraad (Sagtevrugteboord) van die Kaapstad seisoenskatting (Sagtevrugteboord seisoenskatting) het op 2 November 1979 besluit om die verkoop van persekke te verbod. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

2. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

3. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

4. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

5. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

6. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

7. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word. Hierdie verbod sal van toepassing wees op alle persekke wat op 2 November 1979 of later in die week van 2 November 1979 in die Kaapstad seisoenskatting gebied verkoop word.

## ANNEXURE/AANHANGSEL 1 DECIDUOUS FRUIT BOARD/SAGTEVRUGTERAAD NOVEMBER NOTIFICATION/NOVEMBER-KENNISGEWING APRICOTS AND PEACHES/APPELKOSE EN PERSKES

I,  
Ek,

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Moet ontvang word deur:  
Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000

op of voor VRYDAG,  
9 November 1979.

To be received by:

Deciduous Fruit Board  
P.O. Box 1298  
Cape Town  
8000

on or before FRIDAY,  
November 9, 1979.

Submit hereunder my seasonal estimate of the weekly quantities of each type of pack which I intend to deliver for export during the 1979/80 season.

I hereby authorise the Deciduous Fruit Board to regard this notification as an application for a permit to introduce the cubic metre equivalent of the quantities entered hereunder in respect of the relevant weeks into the Table Bay Docks/Port Elizabeth Docks\* area during each such week.

\* Delete whichever is not applicable.

Dien hiermee my seisoenskatting in van die weeklikse hoeveelhede van elke soort verpakking wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Skrap wat nie van toepassing is nie.

Week ending on Sunday Week eindigende op Sondag	Week No.	(B2) Apricots/Appelkose	(C1) Peaches/Perskes
		Composite cartons Samegestelde kartonne	Composite cartons Samegestelde kartonne
18 November 1979.....	46		
25 November 1979.....	47		
2 December/Desember 1979.....	48		
9 December/Desember 1979.....	49		
16 December/Desember 1979.....	50		
23 December/Desember 1979.....	51		
30 December/Desember 1979.....	52		
6 January/Januarie 1980.....	1		
13 January/Januarie 1980.....	2		
20 January/Januarie 1980.....	3		
27 January/Januarie 1980.....	4		
3 February/Februarie 1980.....	5		
10 February/Februarie 1980.....	6		
17 February/Februarie 1980.....	7		
24 February/Februarie 1980.....	8		
2 March/Maart 1980.....	9		
9 March/Maart 1980.....	10		
16 March/Maart 1980.....	11		
23 March/Maart 1980.....	12		
Total number of packages/Totale getal houers.....			

Date  
Datum.....

Signature of Producer or Authorised Representative  
Handtekening van Produsent of Gemagtigde Verteenwoordiger

1. (a) Number of packages (10 kg each) packed		
31. March/April 1980	15	
19. March/April 1980	11	
8. March/April 1980	10	
5. March/April 1980	9	
31. February/February 1980	8	
12. February/February 1980	7	
10. February/February 1980		
2. February/February 1980		

## ANNEXURE/AANHANGSEL 2

## DECIDUOUS FRUIT BOARD/SAGTEVRUGTERAAD

## NOVEMBER NOTIFICATION OF PLUMS IN COMPOSITE CARTONS (MULTI LAYER)

## NOVEMBER-KENNISGEWING VAN PRUIME IN SAMEGESTELDE KARTONNE (MEERLAAG)

To be received by:

Deciduous Fruit Board  
P.O. Box 1298  
Cape Town  
8000

Moet ontvang word deur:

Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000

on or before FRIDAY,  
November 9, 1979.

op of voor VRYDAG,  
9 November 1979.

I,  
Ek,

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Submit hereunder my seasonal estimate (per cultivar) of the weekly quantities of cartons of plums which I intend to deliver for export during the 1979/80 season.

I hereby authorise the Deciduous Fruit Board to regard this notification as an application for a permit to introduce the cubic metre equivalent of the quantities entered hereunder in respect of the relevant weeks into the Table Bay Docks/Port Elizabeth Docks\* area during each such week.

\* Delete whichever is not applicable.

Dien hiermee my seisoenskatting in (per cultivar) van die weeklikse hoeveelhede kartonne pruime wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Skrap wat nie van toepassing is nie.

Week ending on Sunday Week eindigende op Sondag	Week No.	(1) Santa Rosa	(2) Gaviota	(3) Kelsey	(4) Golden King	(41) Songold (Plus Redgold)	(42) Harry Pickstone (Plus Reubennel)	(99) Others Ander	Totals Totale	Week No.
25 November 1979.....	47									47
2 December/Desember 1979.....	48									48
9 December/Desember 1979.....	49									49
16 December/Desember 1979.....	50									50
23 December/Desember 1979.....	51									51
30 December/Desember 1979.....	52									52
6 January/Januarie 1980.....	1									1
13 January/Januarie 1980.....	2									2
20 January/Januarie 1980.....	3									3
27 January/Januarie 1980.....	4									4
3 February/Februarie 1980.....	5									5
10 February/Februarie 1980.....	6									6
17 February/Februarie 1980.....	7									7
24 February/Februarie 1980.....	8									8
2 March/Maart 1980.....	9									9
9 March/Maart 1980.....	10									10
16 March/Maart 1980.....	11									11
23 March/Maart 1980.....	12									12
30 March/Maart 1980.....	13									13
6 April (Easter/Paasnaweek) 1980.....	14									14
Total number of cartons/Totale getal kartonne.....										

Date  
Datum.....

Signature of Producer or Authorised Representative  
Handtekening van Produsent of Gemagtigde Verteenwoordiger

To be received by:

on or before FRIDAY,  
November 9, 1979.

Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000

op of voor VRYDAG,  
9 November 1979.

I,  
Ek,

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Dien hiermee my seisoenskatting in (per cultivar) van die weeklikse hoeveelheid pere in kartonne, wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Skrap wat nie van toepassing is nie.

36 No. 6716

16 March/Maart.....	11									11
23 March/Maart.....	12									12
30 March/Maart.....	13									13
6 April (Easter/Paasaweek).....	14									14
13 April.....	15									15
20 April.....	16									16
27 April.....	17									17
4 May/Mei.....	18									18
11 May/Mei.....	19									19
18 May/Mei.....	20									20
Total number of cartons/Totale getal kartonne.....										
Estimated/Beraamde:										
Percentage code/Persentasiekode..... 0	%	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode..... 1	%	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode..... 2	%	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode..... 3	%	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode..... 4	%	%	%	%	%	%	%	%	%	
Totals/Totale (%).....	100%	100%	100%	100%	100%	100%	100%	100%	100%	

\* 1 Carton=2,81 S/L cartons.

\* 1 Karton=2,81 E/L kartonne.

Date.....  
Datum.....Signature of Producer or Authorised Representative  
Handtekening van Produsent of Gemagtigde Verteenwoordiger

## ANNEXURE/AANHANGSEL 4

## DECIDUOUS FRUIT BOARD/SAGTEVRUGTERAAD

## NOVEMBER NOTIFICATION OF GRAPES IN CARTONS/NOVEMBER-KENNISGEWING VAN DRUIWE IN KARTONNE

To be received by:

Deciduous Fruit Board  
P.O. Box 1298  
Cape Town  
8000

Moet ontvang word deur:

Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000

on or before FRIDAY,  
November 9, 1979.

op of voor VRYDAG,  
9 November 1979.

I,  
Ek,

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Submit hereunder my seasonal estimate (per cultivar) of the weekly quantities of grapes in cartons which I intend to deliver for export during the 1979/80 season.

I hereby authorise the Deciduous Fruit Board to regard this notification as an application for a permit to introduce the cubic metre equivalent of the quantities entered hereunder in respect of the relevant weeks into the Table Bay Docks/Port Elizabeth Docks\* area during each such week.

Dien hiermee my seisoenskatting in (per cultivar) van die weeklikse hoeveelhede druiwe in kartonne wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Delete whichever is not applicable.

\* Skrap wat nie van toepassing is nie.

(G6)

(G7)

1980 Week ending on Sunday Week eindigende op Sondag	Week No.	102-mm Cartons/Kartonne					114-mm Cartons/Kartonne										Grand Totals Groot- totale	Week No.
		(3) Waltham Cross	(5) Golden Hill	(7) Red Emperor	(6) Almeria	(G6) Totals Totale	(12) Oli- vette	(16) Bien Donne	(17) Prune de Cazoul	(27) Salba	(8) Bar- linka	(2) Queen of the vineyard	(9) Alphonse Lavallée	(4) New Cross	(18) Dan-Ben Hannah	(G7) Totals Totale		
6 January/Januarie.....	1																	
13 January/Januarie.....	2																	
20 January/Januarie.....	3																	
27 January/Januarie.....	4																	
3 February/Februarie.....	5																	
10 February/Februarie.....	6																	
17 February/Februarie.....	7																	
24 February/Februarie.....	8																	
2 March/Maart.....	9																	
9 March/Maart.....	10																	
16 March/Maart.....	11																	
23 March/Maart.....	12																	
30 March/Maart.....	13																	
6 April (Easter/Paasnaweek)	14																	
13 April.....	15																	
20 April.....	16																	
27 April.....	17																	
4 May/Mei.....	18																	
11 May/Mei.....	19																	
18 May/Mei.....	20																	
25 May/Mei.....	21																	
1 June/Junie.....	22																	
Total number of cartons/Totale getal kartonne.....																		

Date  
Datum.....

Signature of Producer or Authorised Representative  
Handtekening van Produsent of Gemagtigde Verteenwoordiger

## ANNEXURE/AANHANGSEL 5

## DECIDUOUS FRUIT BOARD/SAGTEVRUGTERAAD

## NOVEMBER NOTIFICATION (APPLES)/NOVEMBER-KENNISGEWING (APPELS)

To be received by:

Deciduous Fruit Board  
P.O. Box 1298  
Cape Town  
8000

Moet ontvang word deur:

Sagtevrugteraad  
Posbus 1298  
Kaapstad  
8000

on or before FRIDAY,  
November 9, 1979.

I,  
Ek,

op of voor VRYDAG,  
9 November 1979.

(Impress your personal rubber stamp above)  
(Druk u persoonlike rubberstempel hierbo)

Submit hereunder my seasonal estimate (per cultivar) of the weekly quantities of cartons of apples of which I intend to deliver for export during the 1979/80 season.

I hereby authorise the Deciduous Fruit Board to regard this notification as an application for a permit to introduce the cubic metre equivalent of the quantities entered hereunder in respect of the relevant weeks into the Table Bay Docks/Port Elizabeth Docks\* area during each such week.

Dien hiermee my seisoenskatting in (per cultivar) van die weeklikse hoeveelhede kartonne appels wat ek voornemens is om gedurende die 1979/80-seisoen vir uitvoer te lewer.

Ek magtig die Sagtevrugteraad hiermee om hierdie kennisgewing te beskou as 'n aansoek om 'n permit om gedurende elke van die sodanige weke hieronder die kubieke meter ekwivalent van die hoeveelhede ten opsigte van die betrokke weke ingeskryf in die Tafelbaai-dokkegebied/Port Elizabeth-dokkegebied\* in te bring.

\* Delete whichever is not applicable.

\* Skrap wat nie van toepassing is nie.

Week ending on Sunday Week eindigende op Sondag	Week No.	(2) Dunn's Seedling	(4) Golden Delicious	(8) Torped	(3) Starking	(22) Jonathan	(5) Winter Pearmain	(7) Granny Smith	(23) York Imperial	(H8) Total Totaal	Week No.
10 February/Februarie.....	6										6
17 February/Februarie.....	7										7
24 February/Februarie.....	8										8
2 March/Maart.....	9										9
9 March/Maart.....	10										10
16 March/Maart.....	11										11
23 March/Maart.....	12										12
30 March/Maart.....	13										13
6 April (Easter/Paasnaweek).....	14										14
13 April.....	15										15
20 April.....	16										16
27 April.....	17										17

4 May/Mei.....	18									18
11 May/Mei.....	19									19
18 May/Mei.....	20									20
25 May/Mei.....	21									21
1 June/Junie.....	22									22
8 June/Junie.....	23									23
15 June/Junie.....	24									24
Total number of cartons/Totale getal kartonne										
Estimated/Beraamde: Percentage code/Persentasiekode.....	4	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode.....	5	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode.....	6	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode.....	7	%	%	%	%	%	%	%	%	
Percentage code/Persentasiekode.....	8	%	%	%	%	%	%	%	%*	
Totals/Totale (%).....		100%	100%	100%	100%	100%	100%	100%	100%	

\* Code/Kode 8, 9 and/en 0.

SEASON—1978/79—SEISOEN  
TOTAL APPLE CROP/TOTALE APPELOES

Bulk bins/Grootmaathouers

Export/Uitvoer:

Local—1st Grade/Plaaslik—1ste Graad.....

Local—2nd Grade/Plaaslik—2de Graad.....

Canners/Other/Inmakers/Ander.....

Processors/Verwerkers.....

Totals—Actual/Totale—Werklik.....


## SEASON—1979/80—SEISOEN

\*Total Apple Crop—Bulk Bins/Totale Appeloës—Grootmaathouers

Total/Totaal

Estimated/Beraamde.....

--	--	--	--	--	--	--	--	--

\* Export + Local + Canners + Processors.  
Uitvoer + Plaaslik + Inmakers + Verwerkers.

Date  
Datum.....

Signature of Producer or Authorised Representative  
Handtekening van Produsent of Gemagtigde Verteenwoordiger

## DEPARTMENT OF CO-OPERATION AND DEVELOPMENT

No. R. 2453

2 November 1979

CONTRIBUTIONS PAYABLE UNDER THE CONTRIBUTIONS IN RESPECT OF BLACK LABOUR ACT, 1972 (ACT 29 OF 1972).—AMENDMENT OF GOVERNMENT NOTICES R. 2210, DATED 28 OCTOBER 1977 AND R. 992, DATED 11 MAY 1979

I, George de Villiers Morrison, Deputy Minister of Co-operation, do hereby, on behalf of and by direction of the Minister of Co-operation and Development, by virtue of the powers vested in him by section 2 (1) and (5) of the Contributions in respect of Black Labour Act, 1972 (Act 29 of 1972), amend the Schedules to—

1. Government Notice R. 2210, dated 28 October 1977 by the substitution for paragraph 2 (a) (i) of the following paragraph:

“2 (a) (i) 40c per month or, if paid in advance, R4 per annum—

(aa) for each employee who is in the service of the agricultural or farming industry (excluding any saw-milling activity) and who performs work solely in connection with the production, storage and delivery of agricultural or farm produce produced at the place where such industry is carried on, and also for an employee who is employed at such place and performs garden or domestic duties thereat; and

(bb) for each employee who is in the service of a co-operative society formed in terms of section 4, 53 or 55 of the Co-operative Societies Act, 1939 (Act 29 of 1939), and who performs work in the agricultural or farming industry solely in connection with the production, storage and delivery of agricultural or farm produce”; and

2. Government Notice R. 992, dated 11 May 1979 by the substitution for paragraph 5 (a) of the following paragraph:

“5 (a) 60c per month or, if paid in advance R6 per annum—

(aa) for each employee who is in the service of the agricultural or farming industry (excluding any saw-milling activity) and who performs work solely in connection with the production, storage and delivery of agricultural or farm produce being produced at the place where such industry is carried on, and also for an employee who is employed at such place and who performs garden or domestic duties thereat; and

(bb) for each employee who is in the service of a co-operative society formed in terms of section 4, 53 or 55 of the Co-operative Societies Act, 1939 (Act 29 of 1939), and who performs work in the agricultural or farming industry solely in connection with the production, storage and delivery of agricultural or farm produce”;

G. DE V. MORRISON, Deputy Minister of Co-operation.

(File A1/1/2/6)

## DEPARTEMENT VAN SAMEWERKING EN ONTWIKKELING

No. R. 2453

2 November 1979

BYDRAES BETAALBAAR KRAGTENS DIE WET OP BYDRAES TEN OPSIGTE VAN SWART ARBEID, 1972 (WET 29 VAN 1972).—WYSIGING VAN GOEWERMENSKENNISGEWINGS R. 2210 VAN 28 OKTOBER 1977 EN R. 992 VAN 11 MEI 1979

Ek, George de Villiers Morrison, Adjunk-minister van Samewerking, wysig hierby, namens en in opdrag van die Minister van Samewerking en Ontwikkeling kragtens die bevoegdheid hom verleen by artikel 2 (1) en (5) van die Wet op Bydraes ten opsigte van Swart Arbeid, 1972 (Wet 29 van 1972), die Bylaes van—

1. Goewermenskennisgewing R. 2210 van 28 Oktober 1977 deur paragraaf 2 (a) (i) deur die volgende paragraaf te vervang:

“2. (a) (i) 40c per maand of, indien vooruitbetaal, R4 per jaar—

(aa) vir elke werknemer wat in die landbou- of boerderybedryf (uitgesonderd 'n saagmeulbedrywigheid) werksaam is en wat werk verrig uitsluitlik in verband met die produksie, bewaring en lewering van landbou- of boerderyprodukte wat op die plek waar sodanige bedryf beoefen word, geproduseer word, en ook vir 'n werknemer wat op sodanige plek in diens is en tuin- of huiswerk aldaar verrig; en

(bb) vir elke werknemer wat in diens is van 'n koöperatiewe vereniging opgerig ingevolge artikel 4, 53 of 55 van die Wet op Koöperatiewe Verenigings, 1939 (Wet 29 van 1939), en wat in die landbou- of boerderybedryf werk verrig uitsluitlik in verband met die produksie, bewaring en lewering van landbou- of boerderyprodukte; en

2. Goewermenskennisgewing R. 992 van 11 Mei 1979 deur paragraaf 5 (a) deur die volgende paragraaf te vervang:

“5 (a) 60c per maand of, indien vooruitbetaal, R6 per jaar—

(aa) vir elke werknemer wat in die landbou- of boerderybedryf (uitgesonderd 'n saagmeulbedrywigheid) in diens is en wat werk verrig uitsluitlik in verband met die produksie, bewaring en lewering van landbou- of boerderyprodukte wat op die plek waar sodanige bedryf beoefen word, geproduseer word, en ook vir 'n werknemer wat op sodanige plek in diens is en tuin- of huiswerk aldaar verrig; en

(bb) vir elke werknemer wat in diens is van 'n koöperatiewe vereniging opgerig ingevolge artikel 4, 53 of 55 van die Wet op Koöperatiewe Verenigings, 1939 (Wet 29 van 1939), en wat in die landbou- of boerderybedryf werk verrig uitsluitlik in verband met die produksie, bewaring en lewering van landbou- of boerderyprodukte”.

G. DE V. MORRISON, Adjunk-minister van Samewerking.

(Lêer A1/1/2/6)

**DEPARTMENT OF CUSTOMS AND EXCISE**

No. R. 2424

2 November 1979

**CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 1 (No. 1/1/657)**

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

P. T. C. DU PLESSIS, Deputy Minister of Finance.

**DEPARTEMENT VAN DOEANE EN AKSYNS**

No. R. 2424

2 November 1979

**DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 1 (No. 1/1/657)**

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

P. T. C. DU PLESSIS, Adjunk-minister van Finansies.

**SCHEDULE**

I Tariff Heading	II Statistical Unit	Rate of Duty		
		III General	IV M.F.N.	V Preferential
29.01 By the insertion before subheading No. 29.01.15 of the following: "29.01.10 1,3-Butadiene	kg	free"		
29.23 By the insertion after subheading No. 29.23.50 of the following: "29.23.55 Lysine	kg	free"		

*Note.*—Specific provisions are made for 1,3-butadiene and lysine, and the rates of duty thereon are reduced to free.

**BYLAE**

I Tariefpos	II Statistiese Eenheid	Skaal van Reg		
		III Algemeen	IV M.B.N.	V Voorkeur
29.01 Deur voor subpos No. 29.01.15 die volgende in te voeg: „29.01.10 1,3-Butadien	kg	vry"		
29.23 Deur na subpos No. 29.23.50 die volgende in te voeg: „29.23.55 Lisien	kg	vry"		

*Opmerking.*—Spesifieke voorsienings word gemaak vir 1,3-butadien en lisien, en die skale van reg daarop word na vry verlaag.

No. R. 2427

2 November 1979

**CUSTOMS AND EXCISE ACT, 1964****AMENDMENT OF SCHEDULE 3 (No. 3/612)**

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

P. T. C. DU PLESSIS, Deputy Minister of Finance.

No. R. 2427

2 November 1979

**DOEANE- EN AKSYNSWET, 1964****WYSIGING VAN BYLAE 3 (No. 3/612)**

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

P. T. C. DU PLESSIS, Adjunk-minister van Finansies.

**SCHEDULE**

I Item	II Tariff Heading and Description	III Extent of Rebate
307.07 321.01	By the deletion of tariff heading No. 29.01. By the insertion after tariff heading No. 40.08 of the following: "40.09 Piping and tubing, of unhardened vulcanised rubber, with an outside diameter not exceeding 75 mm, for the covering of machine rollers	Full duty"

*Notes.*—1. The provision for a rebate of duty on butadiene for the manufacture of synthetic rubber, is withdrawn.

2. Provision is made for a rebate of the full duty on piping and tubing, of unhardened vulcanised rubber, with an outside diameter not exceeding 75 mm, for the covering of machine rollers.

## BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
307.07 321.01	Deur tariefpos No. 29.01 te skrap. Deur na tariefpos No. 40.08 die volgende in te voeg: „40.09 Pyp- en buisleiding, van onverharde gevulkaniseerde rubber, met 'n buitedeursnee van hoogstens 75 mm, vir die bedekking van masjiënrollers	Volle reg

*Opmerkings.*—1. Die voorsiening vir 'n korting op reg op butadien vir die vervaardiging van sintetiese rubber, word ingetrek.

2. Voorsiening word gemaak vir 'n volle korting op reg op pyp- en buisleiding, van onverharde gevulkaniseerde rubber, met 'n buitedeursnee van hoogstens 75 mm, vir die bedekking van masjiënrollers.

No. R. 2426

2 November 1979

## CUSTOMS AND EXCISE ACT, 1964

## AMENDMENT OF SCHEDULE 1 (No. 1/4/37)

Under section 48 of the Customs and Excise Act, 1964, Part 4 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

P. T. C. DU PLESSIS, Deputy Minister of Finance.

No. R. 2426

2 November 1979

## DOEANE- EN AKSYNSWET, 1964

## WYSIGING VAN BYLAE 1 (No. 1/4/37)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 4 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

P. T. C. DU PLESSIS, Adjunk-minister van Finansies.

## SCHEDULE

I Surcharge Item	II Tariff Heading and Description	III Rate of Surcharge
166.00	By the substitution for tariff heading No. 29.00 of the following: „29.00 Organic chemicals (excluding goods of headings or sub-headings Nos. 29.01.20, 29.01.40, 29.02.05, 29.02.35, 29.02.40, 29.02.45, 29.02.50, 29.03.25, 29.03.50, 29.04.10, 29.04.35, 29.04.85, 29.05.20, 29.06.60, 29.07.40, 29.08.60, 29.13.60, 29.14.10, 29.14.45, 29.14.83, 29.15.20, 29.15.30, 29.15.80, 29.16.10, 29.16.15, 29.16.20, 29.16.25, 29.16.50, 29.16.70, 29.16.75, 29.16.80, 29.19.30, 29.19.40, 29.19.90, 29.23.30, 29.23.40, 29.23.55, 29.23.80, 29.24.10, 29.26.10, 29.28.10, 29.31.50, 29.31.70, 29.35.07, 29.35.09, 29.35.11, 29.35.20, 29.35.50, 29.35.70, 29.37, 29.42.10 and 29.44.10)	7,5%”

*Note.*—This amendment is consequential to the amendment of tariff heading No. 29.23 in Part 1 of Schedule No. 1.

## BYLAE

I Bobelastingitem	II Tariefpos en Beskrywing	III Skaal van Bobelasting
166.00	Deur tariefpos No. 29.00 deur die volgende te vervang: „29.00 Organiese chemikalieë (uitgesonderd goedere van poste of subposte Nos. 29.01.20, 29.01.40, 29.02.05, 29.02.35, 29.02.40, 29.02.45, 29.02.50, 29.03.25, 29.03.50, 29.04.10, 29.04.35, 29.04.85, 29.05.20, 29.06.60, 29.07.40, 29.08.60, 29.13.60, 29.14.10, 29.14.45, 29.14.83, 29.15.20, 29.15.30, 29.15.80, 29.16.10, 29.16.15, 29.16.20, 29.16.25, 29.16.50, 29.16.70, 29.16.75, 29.16.80, 29.19.30, 29.19.40, 29.19.90, 29.23.30, 29.23.40, 29.23.55, 29.23.80, 29.24.10, 29.26.10, 29.28.10, 29.31.50, 29.31.70, 29.35.07, 29.35.09, 29.35.11, 29.35.20, 29.35.50, 29.35.70, 29.37, 29.42.10 en 29.44.10)	7,5%”

*Opmerking.*—Hierdie wysiging spruit voort uit die wysiging van tariefpos No. 29.23 in Deel 1 van Bylae No. 1.

No. R. 2425

2 November 1979

## CUSTOMS AND EXCISE ACT, 1964

## AMENDMENT OF SCHEDULE 1 (No. 1/1/658)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

P. T. C. DU PLESSIS, Deputy Minister of Finance.

No. R. 2425

2 November 1979

## DOEANE- EN AKSYNSWET, 1964

## WYSIGING VAN BYLAE 1 (No. 1/1/658)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

P. T. C. DU PLESSIS, Adjunk-minister van Finansies.

## SCHEDULE

I Tariff Heading	II Statistical Unit	IV Rate of Duty			V
		General	M.F.N.	Preferential	
84.12 By the substitution for tariff heading No. 84.12 of the following:					
“84.12 Air conditioning machines, self-contained, comprising a motor-driven fan and elements for changing the temperature and humidity of air:					
84.12.10 Containing a heating element:					
.10 Room air conditioning machines, compressor operated, suitable for window, wall or duct mounting, having a rated cooling capacity not exceeding 8,8 kW	no.	25%			
.90 Other	no.	5%			
84.12.90 Not containing a heating element:					
.10 Room air conditioning machines, compressor operated, suitable for window, wall or duct mounting, having a rated cooling capacity not exceeding 8,8 kW	no.	25%			
.90 Other	no.	2,5%			

*Note.*—The rates of duty on room air conditioning machines, compressor operated, suitable for window, wall or duct mounting, having a rated cooling capacity not exceeding 8,8 kW, whether or not containing a heating element, are increased to 25%.

## BYLAE

I Tariefpos	II Statistiese Eenheid	IV Skaal van Reg			V
		Algemeen	M.B.N.	Voorkeur	
84.12 Deur tariefpos No. 84.12 deur die volgende te vervang:					
„84.12 Lugreëlmasjiene, kompleet, wat bestaan uit 'n motoraangedrewe waaier en elemente om die temperatuur en vogtigheid van lug te verander:					
84.12.10 Wat 'n verhittingselement bevat:					
.10 Kamerlugreëlmasjiene, kompressoraangedrewe, geskik vir venster-, muur- of gangmontering, met 'n berekende verkoelingsvermoë van hoogstens 8,8 kW	getal	25%			
.90 Ander	getal	5%			
84.12.90 Wat nie 'n verhittingselement bevat:					
.10 Kamerlugreëlmasjiene, kompressoraangedrewe, geskik vir venster-, muur- of gangmontering, met 'n berekende verkoelingsvermoë van hoogstens 8,8 kW	getal	25%			
.90 Ander	getal	2,5%			

*Opmerking.*—Die skale van reg op kamerlugreëlmasjiene, kompressoraangedrewe, geskik vir venster-, muur- of gangmontering, met 'n berekende verkoelingsvermoë van hoogstens 8,8 kW, wat 'n verhittingselement bevat al dan nie, word na 25% verhoog.

No. R. 2460 2 November 1979  
**CUSTOMS AND EXCISE ACT, 1964**  
**AMENDMENT OF SCHEDULE 4 (No. 4/253)**

Under section 75 of the Customs and Excise Act, 1964, Schedule 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

**SCHEDULE**

I Item	II Tariff Heading and Description	III Extent of Rebate
470.00	By the substitution for the heading of item 470.00 of the following: "Goods temporarily admitted for processing, repair, cleaning, reconditioning or for the manufacture of goods exclusively for export"	Full duty"
470.03	By the insertion after item 470.02 of the following: "470.03 Goods cleared in terms of a permit issued by the Secretary for Industries, for processing or use in the manufacture of goods exclusively for export"	

*Note.*—Provision is made for a rebate of the full duty on goods cleared in terms of a permit issued by the Secretary for Industries, for processing or use in the manufacture of goods exclusively for export.

**BYLAE**

I Item	II Tariefpos en Beskrywing	III Mate van Korting
470.00	Deur die opskrif van item 470.00 deur die volgende te vervang: „Goedere tydelik toegelaat vir verwerking, herstel, skoonmaak, opknapping of vir die vervaardiging van goedere uitsluitlik vir uitvoer"	Volle reg"
470.03	Deur na item 470.02 die volgende in te voeg: „470.03 Goedere geklaar ingevolge 'n permit uitgereik deur die Sekretaris van Nywerheidswese, vir verwerking of gebruik by die vervaardiging van goedere uitsluitlik vir uitvoer"	

*Opmerking.*—Voorsiening word gemaak vir 'n volle korting op reg op goedere geklaar ingevolge 'n permit uitgereik deur die Sekretaris van Nywerheidswese, vir verwerking of gebruik by die vervaardiging van goedere uitsluitlik vir uitvoer.

No. 2461 2 November 1979  
**CUSTOMS AND EXCISE ACT, 1964**  
**AMENDMENT OF REGULATIONS (No. MR/39)**

Under section 120 of the Customs and Excise Act, 1964, the Fourth Schedule to the regulations published in Government Notice R. 1770 of 5 October 1973 is amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

**SCHEDULE**

By the insertion after regulation 470.00.07 of the following regulations:

"470.03.01 Goods admitted in terms of the provisions of item 470.03 must be cleared on form DA 500 at the time of importation and the processed or manufactured goods on form DA 23 or DA 24, as the case may be, at the time of export. Such entries shall be coded separately for statistical purposes.

470.03.02 Goods admitted in terms of the provisions of item 470.03 must be used in the processing or manufacture of goods for export and such processed or manufactured goods must be exported within 12 months from the date of entry of the imported goods or within such further period as the Secretary, in exceptional circumstances, allows. Application for such extension must be in writing and must reach the Secretary prior to expiry of the 12 month period.

No. R. 2461 2 November 1979  
**DOEANE- EN AKSYNSWET, 1964**  
**WYSIGING VAN REGULASIES (No. MR/39)**

Kragtens artikel 120 van die Doeane- en Aksynswet, 1964, word die Vierde Bylae by die regulasies gepubliseer by Goewermmentskennisgewing R. 1770 van 5 Oktober 1973 gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

**BYLAE**

Deur na regulasie 470.00.07 die volgende regulasies in te voeg:

"470.03.01 Goedere kragtens die bepalings van item 470.03 toegelaat, moet ten tyde van invoer op vorm DA 500 en die verwerkte of vervaardigde goedere by uitvoer op vorm DA 23 of DA 24, na gelang van die geval, geklaar word. Sodanige klarings moet vir statistiese doeleindes afsonderlik gekodeer word.

470.03.02 Goedere kragtens die bepalings van item 470.03 toegelaat, moet in die verwerking of vervaardiging van goedere vir uitvoer gebruik word en aldus verwerkte of vervaardigde goedere moet uitgevoer word binne 12 maande vanaf die datum van klaring van die ingevoerde goedere of binne sodanige verdere tydperk soos die Sekretaris, in buitengewone omstandighede, toelaat. Aansoek om sodanige uitstel moet skriftelik gedoen word en moet die Sekretaris bereik voordat die tydperk van 12 maande verstryk.

470.03.03 Goods entered in terms of the provisions of item 470.03 or goods processed or manufactured from such goods may not be diverted for consumption in the Republic unless the prior permission of the Secretary is obtained.

470.03.04 Where permission in terms of regulation 470.03.03 is obtained to divert such entered goods or such processed or manufactured goods for consumption in the Republic, such imported goods or the imported content of such processed or manufactured goods shall be subject to duty based on the value for customs duty purposes at the time of importation and calculated at the rates applicable at the time of payment of such duty.

470.03.05 Liability for the duty on any goods admitted in terms of item 470.03 shall cease on presentation of a certificate that such goods have been processed or used in the manufacture of goods intended for export only together with documentary proof that such processed or manufactured goods have been exported, or that due entry thereof has been made in terms of regulation 470.03.04".

*Note.*—The amendment to the regulations is consequential to the creation of a new item 470.03 in Schedule 4 to the Customs and Excise Act, 1964.

## DEPARTMENT OF INDUSTRIES

No. R. 2435 2 November 1979

### AMENDMENT OF THE SUGAR INDUSTRY AGREEMENT, 1979

I, Schalk Willem van der Merwe, Minister of Industries, hereby publish in terms of section 4 (1) (c) of the Sugar Act, 1978 (Act 9 of 1978), the amendments as set out in the Schedule hereto, which have been effected by me under and in accordance with the provisions of section 4 (1) (b) of the said Act to the provisions of the Sugar Industry Agreement, 1979, published under Government Notice R. 858 of 27 April 1979.

#### SCHEDULE

1. The following clause is substituted for clause 15 (2) (d) (ii):

"15. (2) (d) (ii) During periods of restrictive control of production referred to in clause 22 (1) (a) the Central Board each year shall apportion each provisional quota referred to in clause 22 (2) (d) (ii) to active and dormant provisional quota as at a date or dates determined by the Sugar Association from time to time."

2. The following clause is substituted for clause 22 (2) (d):

"22. (2) (d) (i) For any grower who holds a provisional quota or a basic quota plus a provisional quota, and in respect of whom transfer of the provisional quota was approved by the Central Board on or before 30 April 1978, the farm mean peak shall equal his total quota.

(ii) For any grower who holds a provisional quota or a basic quota plus a provisional quota, and in respect of whom transfer of the provisional quota was approved on or after 1 May 1978, the farm mean peak shall equal the sum of his basic quota, if any, and his active provisional quota as determined by the Central Board in terms of the provisions of clause 15 (2) (d) (iii)."

470.03.03 Goedere kragtens die bepalings van item 470.03 geklaar of goedere wat van die aldus geklaarde goedere verwerk of vervaardig is, mag nie vir verbruik in die Republiek afgewend word nie, tensy die goedkeuring van die Sekretaris vooraf verkry is nie.

470.03.04 Waar goedkeuring ingevolge regulasie 470.03.03 verkry word om aldus geklaarde goedere of aldus verwerkte of vervaardigde goedere af te wend vir verbruik in die Republiek, sal sodanige ingevoerde goedere of die ingevoerde inhoud van sodanige verwerkte of vervaardigde goedere onderhewig wees aan reg gebaseer op die waarde vir doeanebelastingdoel-eindes ten tyde van invoer en bereken teen die skale van toepassing ten tyde van betaling van sodanige reg.

470.03.05 Aanspreeklikheid vir die reg op enige goedere kragtens item 470.03 toegelaat sal verval by voorlegging van 'n sertifikaat dat sodanige goedere verwerk of gebruik is in die vervaardiging van goedere slegs vir uitvoer bestem tesame met dokumentêre bewys dat sodanige verwerkte of vervaardigde goedere uitgevoer is, of dat behoorlike klaring daarvan kragtens regulasie 470.03.04 gemaak is".

*Opmerking.*—Die wysiging van die regulasies is as gevolg van die skepping van 'n nuwe item 470.03 by Bylae 4 by die Doeane- en Aksynswet, 1964.

## DEPARTEMENT VAN NYWERHEIDSWESE

No. R. 2435 2 November 1979

### WYSIGING VAN DIE SUIKERNYWERHEIDDOOREENKOMS, 1979

Ek, Schalk Willem van der Merwe, Minister van Nywerheidswese, publiseer hierby ingevolge artikel 4 (1) (c) van die Suikerwet, 1978 (Wet 9 van 1978), die wysigings soos in die Bylae hiervan uiteengesit wat deur my kragtens en ooreenkomstig die bepalings van artikel 4 (1) (b) van genoemde Wet aan die bepalings van die Suikernywerheidsooreenkoms, 1979, gepubliseer by Goewermentskennisgewing R. 858 van 27 April 1979, aangebring is.

#### BYLAE

1. Klousule 15 (2) (d) (ii) word deur die volgende klousule vervang:

"15 (2) (d) (ii) Gedurende tydperke van beperkende produksiebeheer in klousule 22 (1) (a) bedoel, verdeel die Sentrale Raad elke jaar elke voorlopige kwota in klousule 22 (2) (d) (ii) bedoel in aktiewe en onaktiewe voorlopige kwota op 'n datum of datums wat van tyd tot tyd deur die Suikervereniging bepaal word."

2. Klousule 22 (2) (d) word deur die volgende klousule vervang:

"22. (2) (d) (i) Vir 'n kweker wat 'n voorlopige kwota of 'n basiese kwota sowel as 'n voorlopige kwota het, en ten opsigte van wie oordrag van die voorlopige kwota voor of op 30 April 1978 deur die Sentrale Raad goedgekeur is, is die gemiddelde plaasmaksimum gelyk aan sy totale kwota.

(ii) Vir 'n kweker wat 'n voorlopige kwota of 'n basiese kwota sowel as 'n voorlopige kwota het, en ten opsigte van wie oordrag van die voorlopige kwota op of na 1 Mei 1978 goedgekeur is, is die gemiddelde plaasmaksimum gelyk aan die som van sy basiese kwota, indien enige, en sy aktiewe voorlopige kwota soos deur die Sentrale Raad ingevolge klousule 15 (2) (d) (iii) bepaal."

3. The following clause is substituted for clause 22 (2) (e):

"22. (2) (e) For any grower who holds a basic quota plus a contingency quota plus a provisional quota the farm mean peak shall equal his basic quota plus his active contingency quota plus his provisional, or active provisional quota, as the case may be."

## DEPARTMENT OF THE INTERIOR

No. R. 2422 2 November 1979

### AMENDMENT OF THE REGULATIONS MADE UNDER THE NEWSPAPER AND IMPRINT REGISTRATION ACT, 1971

The Minister of the Interior has in terms of section 13 of the Newspaper and Imprint Registration Act, 1971 (Act 63 of 1971), amended the regulations published under Government Notice R. 506 of 30 March 1972, as amended under Government Notice R. 359 of 3 March 1978, by the substitution for Annexure A of the following:

#### "ANNEXURE A

#### APPLICATION FOR REGISTRATION OF A NEWSPAPER

[Section 3 (a) of the Newspaper and Imprint Registration Act, 1971]

*Warning.*—In terms of section 6bis (5) of the Internal Security Act, 1950 (Act 44 of 1950), the registration of a newspaper shall lapse if printing and publishing are not commenced within one month after the date of registration.

*N.B.*—(a) To be completed in threefold.

(b) The prescribed registration fee of R10 must accompany each application.

#### A. PARTICULARS OF NEWSPAPER

1. (a) Name of newspaper.....
- (b) Description of the intended nature and contents thereof.....
- (c) To be published at intervals of.....
2. Full address where newspaper will be published.....

#### B. PARTICULARS OF PROPRIETOR(S)

3. (a) Full name and business address of proprietor.....
- (b) If the proprietor is an individual, state—
  - (i) occupation.....
  - (ii) residential address.....
- (c) If the proprietor is a company or association of persons, state the full names, occupations and residential addresses of the directors, trustees or members of the committee or management, as the case may be.....
- (d) Particulars of companies or association of persons in which the persons mentioned in (b) or (c) have an interest.....

#### C. PARTICULARS OF MANAGER

4. (a) Full name and residential address of the manager.....
- (b) Particulars of companies or associations of persons in which the manager has an interest.....

#### D. PARTICULARS OF EDITOR(S)

5. (a) Full name and residential address of the responsible or chief editor.....
- (b) Full name(s) and residential address(es) of the other editor(s), if any.....

3. Klousule 22 (2) (e) word deur die volgende klousule vervang:

"22. (2) (e) Vir 'n kweker wat 'n basiese kwota sowel as 'n voorwaardelike kwota sowel as 'n voorlopige kwota het, is die gemiddelde plaasmaksimum gelyk aan sy basiese kwota plus sy aktiewe voorwaardelike kwota plus sy voorlopige kwota, of aktiewe voorlopige kwota, na gelang van die geval."

## DEPARTEMENT VAN BINNELANDSE SAKE

No. R. 2422 2 November 1979

### WYSIGING VAN DIE REGULASIES UITGEVAARDIG KRAGTENS DIE WET OP DIE REGISTRASIE VAN NUUSBLAAIE EN DRUKKERSNAME, 1971

Die Minister van Binnelandse Sake het kragtens artikel 13 van die Wet op die Registrasie van Nuusblaaie en Drukkersname, 1971 (Wet 63 van 1971), die regulasies afgekondig by Goewermentskennisgewing R. 506 van 30 Maart 1972, soos gewysig by Goewermentskennisgewing R. 359 van 3 Maart 1978, gewysig deur Bylae A deur die volgende te vervang:

#### "BYLAE A

#### AANSOEK OM REGISTRASIE VAN 'N NUUSBLAD

[Artikel 3 (a) van die Wet op die Registrasie van Nuusblaaie en Drukkersname, 1971]

*Waarskuwing.*—Kragtens artikel 6bis (5) van die Wet op Binnelandse Veiligheid, 1950 (Wet 44 van 1950), verval die registrasie van 'n nuusblad indien die druk en uitgee daarvan nie binne 'n maand na registrasie 'n aanvang neem nie.

*L.W.*—(a) Moet in drievoud ingevul word.

(b) Voorgeskrewe registrasiegeld van R10 moet elke aansoek vergesel.

#### A. BESONDERHEDE VAN NUUSBLAD

1. (a) Naam van nuusblad.....
- (b) Beskrywing van voorgenome aard en inhoud daarvan.....
- (c) Uitgegee te word met tussenpose van.....
2. Volledige adres waar nuusblad uitgegee sal word.....

#### B. BESONDERHEDE VAN EIENAAR(S)

3. (a) Volle naam en besigheidsadres van eienaar.....
- (b) Indien die eienaar 'n individu is, vermeld—
  - (i) beroep.....
  - (ii) woonadres.....
- (c) Indien die eienaar 'n maatskappy of vereniging van persone is, vermeld volle name, beroepe en woonadresse van die direkteure, trustees of lede van die komitee of bestuur, na gelang van die geval.....
- (d) Besonderhede van maatskappy of verenigings van persone waarby die persone in (b) of (c) genoem, belang het.....

#### C. BESONDERHEDE VAN BESTUURDER

4. (a) Volle naam en woonadres van bestuurder.....
- (b) Besonderhede van maatskappy of verenigings van persone waarby die bestuurder belang het.....

#### D. BESONDERHEDE VAN REDAKTEUR(S)

5. (a) Volle naam en woonadres van verantwoordelike of hoofredakteur.....
- (b) Volle naam (name) en woonadres(se) van die ander redakteur(s) as daar is.....

- (c) Names of any other newspapers with which the responsible or chief editor or the other editor(s) is/are or was/were connected.....

#### E. PARTICULARS OF PRINTER

6. (a) Full name and business address of printer.....
- (b) If the printer is a company or association of persons, state full names, occupations and residential addresses of the directors, trustees or members of the committee or management, as the case may be.....
- (c) Mention names of other newspapers and magazines currently being printed by the printer.....

#### F. PARTICULARS OF PUBLISHER

7. (a) Full name and business address of publisher.....
- (b) If the publisher is a company or association of persons, state full names, occupations and residential addresses of the directors, trustees, or members of the committee or management, as the case may be.....

I hereby apply for the registration of the said newspaper and declare that, to the best of my knowledge and belief, the above-mentioned particulars are correct.

Proprietor

Date..... Place....."

### DEPARTMENT OF MANPOWER UTILISATION

No. R. 2454 2 November 1979

#### APPRENTICESHIP ACT, 1944

#### NATIONAL APPRENTICESHIP COMMITTEE FOR THE BUILDING INDUSTRY.—WITHDRAWAL AND PRESCRIPTION OF CONDITIONS OF APPRENTICESHIP

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 16 of the above-mentioned Act, declare that the provisions of Government Notice R. 1875 of 31 August 1979 shall come into operation on the date of publication of this notice.

S. P. BOTHA, Minister of Manpower Utilisation.

No. 2455 2 November 1979

#### APPRENTICESHIP ACT, 1944

#### NATIONAL APPRENTICESHIP COMMITTEE FOR THE BUILDING INDUSTRY.—ENGAGEMENT AND TERMINATION OF SERVICES OF MINORS IN DESIGNATED TRADES

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 19 of the above-mentioned Act, withdraw Government Notice R. 1947 of 25 October 1974 and declare that the provisions of subsection (3) of the said section shall, from the date of publication of this notice, apply in respect of all designated trades in the whole of the area of jurisdiction of the above-mentioned Committee.

S. P. BOTHA, Minister of Manpower Utilisation.

- (c) Name van enige ander nuusblaaie waarmee die verantwoordelike of hoofredakteur of die ander redakteur(s) gemoeid is of was.....

#### E. BESONDERHEDE VAN DRUKKER

6. (a) Volle naam en besigheidsadres van drukker.....
- (b) Indien die drukker 'n maatskappy of vereniging van persone is, vermeld volle name, beroepe en woonadresse van die direkteure, trustees of lede van die komitee of bestuur, na gelang van die geval.....
- (c) Meld name van ander koerante en tydskrifte wat tans deur die drukker gedruk word.....

#### F. BESONDERHEDE VAN UITGEWER

7. (a) Volle naam en besigheidsadres van uitgewer.....
- (b) Indien die uitgewer 'n maatskappy of vereniging van persone is, vermeld volle name, beroepe en woonadresse van die direkteure, trustees of lede van die komitee of bestuur, na gelang van die geval.....

Ek doen hierby aansoek om die registrasie van genoemde nuusblad en verklaar dat bovermelde besonderhede na my beste wete en kennis juis is.

Eienaar

Datum..... Plek....."

### DEPARTEMENT VAN MANNEKRAG- BENUTTING

No. R. 2454 2 November 1979

#### WET OP VAKLEERLINGE, 1944

#### NATIONALE VAKLEERLINGSKAPKOMITEE VIR DIE BOUNYWERHEID.—INTREKKING EN VOORSKRYWING VAN LEERVOORWAARDES

Ek, Stephanus Petrus Botha, Minister van Mannekragebenutting, verklaar hierby, kragtens artikel 16 van bogenoemde Wet, dat die bepalings van Goewermmentskennisgewing R. 1875 van 31 Augustus 1979 op die datum van publikasie van hierdie kennisgewing in werking tree.

S. P. BOTHA, Minister van Mannekragebenutting.

No. R. 2455 2 November 1979

#### WET OP VAKLEERLINGE, 1944

#### NATIONALE VAKLEERLINGSKAPKOMITEE VIR DIE BOUNYWERHEID.—INDIENSNEMING EN BEEINDIGING VAN DIENSTE VAN MINDER- JARIGES IN AANGEWEESE AMBAGTE

Ek, Stephanus Petrus Botha, Minister van Mannekragebenutting, trek hierby, kragtens artikel 19 van bogemelde Wet, Goewermmentskennisgewing R. 1947 van 25 Oktober 1974 in en verklaar dat die bepalings van subartikel (3) van genoemde artikel met ingang van die datum van publikasie van hierdie kennisgewing van toepassing is ten opsigte van alle aangewese ambagte in die hele regsgebied van bogemelde Komitee.

S. P. BOTHA, Minister van Mannekragebenutting.

No. R. 2462

2 November 1979

## INDUSTRIAL CONCILIATION ACT, 1956

## LEATHER INDUSTRY, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF PROVIDENT 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Leather Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1981, upon the employers' organisations and the trade unions which entered into the Amending 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 Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 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 Amending 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 Amending Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 1 July 1981, the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

## SCHEDULE

## NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA PROVIDENT FUND

## AGREEMENT

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

- (a) Midland and Border Leather Industry Manufacturers' Association;
- (b) Cape Western and North-Western Leather Industries Employers' Association;
- (c) Transvaal Footwear, Tanning and Leather Trades Association;
- (d) The Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) The Southern Cape Leather Industries Association;
- (f) South African Tanning Employers' Organisation;
- (g) The South African Handbag Manufacturers' Association;

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

- (h) National Union of Leather Workers;
- (i) The Transvaal Leather and Allied Trades Industrial Union; and
- (j) Trunk and Box Workers' Industrial Union (Transvaal)

No. R. 2462

2 November 1979

## WET OP NYWERHEIDSVERSOENING, 1956

## LEERNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN VOORSORGFONDS-OOREENKOMS

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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Leernywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1981 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms 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 die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 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 die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 1 Julie 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is 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 sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

## BYLAE

## VOORSORGFONDS VAN DIE NASIONALE NYWERHEIDSRaad VIR DIE LEERNYWERHEID VAN SUID-AFRIKA

## OOREENKOMS

ingevoel die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die—

- (a) Midland and Border Leather Industry Manufacturers' Association;
- (b) Cape Western and North-Western Leather Industries Employers' Association;
- (c) Transvaal Footwear, Tanning and Leather Trades Association;
- (d) The Natal Footwear, Tanning and General Leather Manufacturers' Association;
- (e) The Southern Cape Leather Industries Association;
- (f) South African Tanning Employers' Organisation;
- (g) The South African Handbag Manufacturers' Association

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

- (h) National Union of Leather Workers;
- (i) The Transvaal Leather and Allied Trades Industrial Union; en
- (j) Trunk and Box Workers' Industrial Union (Transvaal)

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

being parties to the National Industrial Council of the Leather Industry of South Africa,

to amend the Agreement published under Government Notice R. 1537, dated 5 August 1977, as amended and extended by Government Notices R. 2605, dated 30 December 1977, and R. 1262 and R. 1263, dated 23 June 1978.

## 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Leather Industry—

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade unions, who are engaged or employed therein (other than persons engaged exclusively on repair work);

(b) in the Republic of South Africa: Provided that on the operations set forth in paragraph (6) of the definition of "Industry" or "Leather Industry" in clause 3 of the Agreement published under Government Notice R. 1537, dated 5 August 1977, it shall be observed only in the Magisterial Districts of Bellville, The Cape, Goodwood, Durban and Johannesburg: Provided further that on the operations set forth in paragraph (7) of the definition of "Industry" or "Leather Industry" in clause 3 of the Agreement published under Government Notice R. 1537, dated 5 August 1977, it shall be observed only in the Magisterial Districts of Bellville, Goodwood and Durban.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall, however, only apply to those employees for whom wages are prescribed in any agreement of the Council.

## 2. CLAUSE 4.—PROVIDENT FUND

(1) In subclause (6), substitute the following for subparagraph (b) (i):

"(b) (i) Every employer shall on each pay-day deduct from the wages of each of his employees who is a member of the Fund an amount equivalent to 5 per cent of the employee's wage and to the aggregate of the amounts so deducted, he shall add an equal amount and forward the total amount not later than the seventh day of the following month to the Secretary of the Fund, P.O. Box 2221, Port Elizabeth, 6056, or such other place as the Management Committee may determine, together with a statement in such form as the Management Committee may from time to time determine: Provided that in the case of employees who are members of the Fund by virtue of the provisions of subclause (6) (l) (i) or subclause (12) (a) the deductions shall be subject to a maximum of R5 in any one week."

(2) Substitute the following for subclause (12):

"12. (a) If an employee is transferred or promoted to an occupation, the wages for which are not prescribed, he shall cease to contribute to the Fund and shall be entitled to the benefits payable in terms of subclauses (7) and (9): Provided that any such employee who has contributed to the Fund for not less than five years, may, if he so desires and his employer agrees, elect to continue to contribute to the Fund, in which event he and his employer shall continue to contribute to the Fund in terms of this Agreement, and such arrangement shall be advised to the Secretary of the Fund in writing within one month of such transfer or promotion.

(b) In addition to paragraph (a) hereof, every employee, who, prior to 1 July 1979, had been transferred or promoted to an occupation for which wages are not prescribed and had elected to continue to contribute to the Fund in accordance with the provisions of paragraph (a) hereof or who, prior to 1 July 1979, had become a member of the Fund in accordance with the provisions of subclause (6) (l) (i) of this Agreement shall have the option (to be exercised in writing to the Secretary of the Fund not later than 60 days as from 12 November 1979, of ceasing to contribute and becoming entitled to be paid the paid-up benefits as defined in paragraph (c) hereof due to him: Provided that such a paid-up benefit as defined shall henceforth, at the option of the member, remain vested in and be administered by the Fund in accordance with the provisions of paragraph (c) hereof. The effective date of ces-

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

wat die partye is by die Nasionale Nywerheidsraad vir die Leer-nywerheid van Suid-Afrika,

om die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1537 van 5 Augustus 1977, soos gewysig en verleng by Goewermmentskennisgewings R. 2605 van 30 Desember 1977 en R. 1262 en R. 1263 van 23 Junie 1978, te wysig.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Leernywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewers-organisasies is en deur alle werknemers wat lede van die vakverenigings is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is (uitgesonderd persone wat uitsluitlik herstelwerk doen);

(b) in die Republiek van Suid-Afrika: Met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (6) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1537 van 5 Augustus 1977, dit net in die landdrosdistrikte Bellville, Die Kaap, Goodwood, Durban en Johannesburg nagekom moet word: Voorts met dien verstande dat, in verband met die werksaamhede uiteengesit in paragraaf (7) van die omskrywing van "Nywerheid" of "Leernywerheid" in klousule 3 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1537 van 5 Augustus 1977 dit net in die landdrosdistrikte Bellville, Goodwood en Durban nagekom moet word.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms egter van toepassing slegs op dié werknemers vir wie lone in enige ooreenkoms van die Raad voorgeskryf word.

## 2. KLOUSULE 4.—VOORSORGFONDS

(1) In subklousule (6), vervang subparagraaf (b) (i) deur die volgende:

"(b) (i) Elke werkgewer moet op elke betaaldag van die loon van elkeen van sy werknemers wat lid van die Fonds is, 'n bedrag gelyk aan 5 persent van die werknemer se loon aftrek, en by die totale bedrag aldus afgetrek, moet hy 'n gelyke bedrag voeg en dié totale bedrag, tesame met 'n staat in die vorm wat die Bestuurskomitee van tyd tot tyd bepaal, voor of op die sewende dag van die daaropvolgende maand stuur aan die Sekretaris van die Fonds, Posbus 2221, Port Elizabeth, 6056, of na dié plek wat die Bestuurskomitee bepaal: Met dien verstande dat in die geval waar werknemers lede van die Fonds geword het ingevolge subklousule (6) (l) (i) of subklousule (12) (a) aftrekkings beperk word tot 'n maksimum bedrag van R5 per week."

(2) Vervang subklousule (12) deur die volgende:

"12. (a) Indien 'n werknemer na 'n werk waarvoor lone nie voorgeskryf is nie, oorgeplaas of bevorder word, dra hy nie meer tot die Fonds by nie en is hy op die bystand ooreenkomstig subklousules (7) en (9) geregtig: Met dien verstande dat so 'n werknemer wat minstens vyf jaar lank tot die Fonds bygedra het, as hy wil en sy werkgewer daarmee akkoord gaan, kan kies om voort te gaan om tot die Fonds by te dra. In dié geval moet hy en sy werkgewer voortgaan om ooreenkomstig hierdie Ooreenkoms tot die Fonds by te dra en sodanige reëlings moet binne een maand vanaf sodanige verplasing of bevordering skriftelik aan die Sekretaris van die Fonds verwittig word.

(b) Benewens paragraaf (a) hiervan, het elke werknemer wat voor 1 Julie 1979 verplaas is na of bevorder is tot 'n beroep waarvoor geen lone voorgeskryf is nie en wat verkies het om voort te gaan om tot die Fonds by te dra ooreenkomstig paragraaf (a) hiervan of wat voor 1 Julie 1979 lid van die Fonds geword het ingevolge subklousule (6) (l) (i) van hierdie Ooreenkoms, die opsie (wat uitgeoefen moet word by wyse van skriftelike kennisgewing aan die Sekretaris van die Fonds hoogstens 60 dae vanaf 12 November 1979), om sy bydraes te staak en word hy daarop geregtig om die opbetaalde voordele soos omskryf in paragraaf (c) hiervan uitbetaal te word: Met dien verstande dat dusdanige opbetaalde voordele soos omskrywe voortaan en indien die lid dit sou verkies gevestig bly in en geadministreer word deur die Fonds ooreenkomstig paragraaf (c) hiervan. Die effektiewe datum waarop hierdie opsie moet word, is soos deur die Bestuurskomitee

(c) 'Paid-up benefits' shall mean benefits determined and paid in accordance with subclause (7) based on the contributions paid by the member up to the date of ceasing to contribute and the period of payment of such contributions: Provided that, should the member elect that the paid-up benefits due to him remain vested in and be administered by the Fund, then the benefits calculated in terms of subclause (7) (a) shall be increased with compound interest at such rate or rates as the Management Committee shall from time to time determine in respect of the period from the date of cessation of payment of contributions to the date of the payment of the benefits due and shall be paid to him as and when he would normally have qualified for benefits in terms of this Agreement."

This Agreement signed on behalf of the parties this 23rd day of August 1979.

B. MANCHEVSKY, Member of the Council.

F. J. J. JORDAAN, Member of the Council.

J. P. HORN, Secretary of the Council.

No. R. 2471 2 November 1979

#### INDUSTRIAL CONCILIATION ACT, 1956

#### ELECTRICAL CONTRACTING INDUSTRY TRANSVAAL.—AMENDMENT OF SICK BENEFIT, PENSION AND 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Electrical Contracting Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 21 December 1980, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 21 December 1980, 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 Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 21 December 1980, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

(c) 'Opbetaalde voordele' beteken voordele soos neergelê en bepaal ooreenkomstig subklousule (7), gebaseer op die bydraes deur die lid betaal tot die datum waarop bydraes gestaak is en die tydperk van betaling van sodanige bydraes: Met dien verstande dat indien 'n lid sou verkies dat die opbetaalde voordele aan hom verskuldig in die Fonds gevestig bly en deur die Fonds geadministreer word, die voordele soos bereken ooreenkomstig subklousule (7) (a) vermeerder word by wyse van saamgestelde rente teen sodanige koers of koerse as wat die Bestuurskomitee van tyd tot tyd mag vasstel ten opsigte van die termyn vanaf die datum waarop bydraes gestaak is tot die datum van betaling van die voordele aan hom verskuldig, welke voordele aan hom betaal moet word na gelang hy normaalweg vir die betaling van voordele ingevolge hierdie Ooreenkoms sou gekwalifiseer het."

Hierdie Ooreenkoms is namens die partye op hede die 23ste dag van Augustus 1979 onderteken.

B. MANCHEVSKY, Lid van die Raad.

F. J. J. JORDAAN, Lid van die Raad.

J. P. HORN, Sekretaris van die Raad.

No. R. 2471 2 November 1979

#### WET OP NYWERHEIDSVERSOENING, 1956

#### ELEKTROTEGNIESE AANNEMINGSNYWERHEID, TRANSVAAL.—WYSIGING VAN SIEKTE-BYSTANDS-, PENSIOEN- EN MEDIESE 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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemingsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 Desember 1980 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms 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 die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 Desember 1980 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 provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 Desember 1980 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is 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 sodanige persone in hul diens.

## SCHEDULE

## INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING INDUSTRY (TRANSVAAL)

## AGREEMENT

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

Electrical Contractors' Association (South Africa)

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

The South African Electrical Workers' Association

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

being parties to the Industrial Council for the Electrical Contracting Industry (Transvaal),

to amend the Agreement published under Government Notice R. 2327 of 12 December 1975, as amended by Government Notices R. 242 of 18 February 1977 and R. 1196 of 9 June 1978, as follows:

## 1. CLAUSE 25.—MEMBERSHIP

Add the following paragraph to subclause (1):

"(d) Where any person who has been a member of the Medical Aid Fund for 10 years or more, retires, he may, on the recommendation of any party to the Council and by resolution of the Council, be permitted to retain his membership of the Medical Aid Fund."

## 2. CLAUSE 26.—WAITING PERIOD

Delete the last proviso to this clause.

## 3. CLAUSE 27.—CLAIMS

(1) In subclause (2), delete paragraph (d) and renumber paragraphs (e) and (f) to (d) and (e), respectively.

(2) Add the following subclause (3):

"(3) Notwithstanding anything to the contrary in subclause (2), and with effect from 12 May 1980, the amounts in subclause (2) shall be increased as follows:

(a) The 'first rand' in paragraph (b), to the 'first two rand';

(b) the 'R6' in paragraph (b), to 'R20'; and

(c) the 'R100' in the renumbered paragraph (d), to 'R200'."

## 4. CLAUSE 28.—BENEFITS

Add the following subclause (6):

"(6) Notwithstanding anything to the contrary in this clause, and with effect from 12 May 1980, the amounts referred to in this clause shall be increased as follows:

(a) The 'R1 000' in subclause (3), to 'R2 000'; and

(b) the 'R40' and 'R80' in subclause (5), to 'R50' and 'R100' respectively."

## 5. CLAUSE 30.—CONTRIBUTIONS

(1) In subclause (1) (a) (i) substitute "R8" for "R4".

(2) In subclause (1) (a) (ii) substitute "R4" for "R2".

(3) In subclauses (1) (b) and (1) (c) substitute "R34,67" for "R17,33".

(4) Add the following paragraph (d) to subclause (1):

"(d) Every person who has been admitted to the Medical Aid Fund in terms of clause 25 (1) (d) shall pay monthly the amount of R34,67 to the Medical Aid Fund."

(5) In subclause (2) substitute "half" for "62½ per cent of".

Signed at Johannesburg as authorised for and on behalf of the parties to the Council on this 8th day of August 1979.

B. NICHOLSON, Chairman.

J. M. FRASER, Vice-Chairman.

## BYLAE

## NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID (TRANSVAAL)

## OOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

The South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid (Transvaal),

om die Ooreenkoms, gepubliseer by Goewermenskennisgewing R. 2327 van 12 Desember 1975, soos gewysig by Goewermenskennisgewing R. 242 van 18 Februarie 1977 en R. 1196 van 9 Junie 1978, soos volg te wysig:

## 1. KLOUSULE 25.—LIDMAATSKAP

Voeg die volgende paragraaf by subklousule (1):

"(d) Enige persoon wat 'n lid was van die Mediese Hulpfonds vir 10 jaar of meer, en wat aftree, mag, op aanbeveling van enige party by die Raad en deur 'n resoluë van die Raad, toegelaat word om sy lidmaatskap van die Mediese Hulpfonds te behou."

## 2. KLOUSULE 26.—WAGTYDPERK

Skrap die laaste voorbehoudsbepaling by hierdie klousule.

## 3. KLOUSULE 27.—EISE

(1) In subklousule (2), skrap paragraaf (d) en hernommer paragrafe (e) en (f) tot (d) en (e), onderskeidelik.

(2) Voeg die volgende subklousule (3) by:

"(3) Ondanks enige andersduidende bepalings in subklousule (2), en met ingang van 12 Mei 1980, sal die bedrae in subklousule (2) soos volg verhoog word:

(a) Die 'eerste rand' in paragraaf (b), tot die 'eerste twee rand';

(b) die 'R6' in paragraaf (b), tot 'R20'; en

(c) die 'R100' in die hernommerde paragraaf (d), tot 'R200'."

## 4. KLOUSULE 28.—VOORDELE

Voeg die volgende subklousule (6) by:

"(6) Ondanks enige andersduidende bepalings in hierdie klousule, en met ingang van 12 Mei 1980, moet die bedrae in hierdie klousule soos volg verhoog word:

(a) Die 'R1 000' in subklousule (3), tot 'R2 000'; en

(b) die 'R40' en 'R80' in subklousule (5), tot onderskeidelik 'R50' en 'R100'."

## 5. KLOUSULE 30.—BYDRAË

(1) In subklousule (1) (a) (i), vervang "R4" deur "R8".

(2) In subklousule (1) (a) (ii), vervang "R2" deur "R4".

(3) In subklousule (1) (b) en (1) (c), vervang "R17,33" deur "R34,67".

(4) Voeg die volgende paragraaf (d) by subklousule (1):

"(d) Elke persoon wat tot die Mediese Hulpfonds toegelaat is ingevalge klousule 25 (1) (d), moet maandeliks die bedrag van R34,67 tot die Mediese Hulpfonds betaal."

(5) In subklousule (2), vervang "62½ persent" deur "die helfte".

Soos gemagtig, vir en namens die partye by die Raad op hede die 8ste dag van Augustus 1979 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

J. M. FRASER, Ondervoorsitter.

C. P. VENTER, Sekretaris.

No. R. 2472

2 November 1979

**INDUSTRIAL CONCILIATION ACT, 1956****BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—EXTENSION OF MAIN AGREEMENT**

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices R. 2094 of 7 November 1975, R. 837 of 14 May 1976, R. 2423 of 10 December 1976, R. 2155 of 21 October 1976, R. 2161 and R. 2162 of 27 October 1978 and R. 646 of 30 March 1979, by a further period of 30 months ending 9 May 1982.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 2473

2 November 1979

**INDUSTRIAL CONCILIATION ACT, 1956****BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—AMENDMENT 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 10 November 1979 and for the period ending 9 May 1982, upon the employers' organisations and the trade unions which entered into the Amending 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 Amending Agreement, excluding those contained in clauses 1 (1) (a) and 7 (1) in so far as it replaces clause 19 (1) (a) (v) and (b) (v) of the Agreement published under Government Notice R. 2094 of 7 November 1975, shall be binding, with effect from 10 November 1979 and for the period ending 9 May 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 Amending 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 Amending Agreement and with effect from 10 November 1979 and for the period ending 9 May 1982, the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (a) and 7 (1) in so far as it replaces clause 19 (1) (a) (v) and (b) (v) of the Agreement published under Government Notice R. 2094 of 7 November 1975, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation

No. R. 2472

2 November 1979

**WET OP NYWERHEIDSVERSOENING, 1956****BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—VERLENGING VAN HOOFDOOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 2094 van 7 November 1975, R. 837 van 14 Mei 1976, R. 2423 van 10 Desember 1976, R. 2155 van 21 Oktober 1976, R. 2161 en R. 2162 van 27 Oktober 1978 en R. 646 van 30 Maart 1979, met 'n verdere tydperk van 30 maande wat op 9 Mei 1982 eindig.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 2473

2 November 1979

**WET OP NYWERHEIDSVERSOENING, 1956****BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—WYSIGING VAN HOOFDOOREENKOMS**

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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 10 November 1979 en vir die tydperk wat op 9 Mei 1982 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms 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 die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 7 (1) vir sover dit klousule 19 (1) (a) (v) en (b) (v) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2094 van 7 November 1975 vervang, met ingang van 10 November 1979 en vir die tydperk wat op 9 Mei 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 die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 7 (1) vir sover dit klousule 19 (1) (a) (v) en (b) (v) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2094 van 7 November 1975 vervang, met ingang van 10 November 1979 en vir die tydperk wat op 9 Mei 1982 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is 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 sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting

## SCHEDULE

PIETERMARITZBURG AND NORTHERN AREAS  
INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

## 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,  
Pietermaritzburg

and the

Building Industries Federation (South Africa)

(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

and the

White Building Workers' Union

and the

Amalgamated Society of Woodworkers of South Africa

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

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry,

to amend the Agreement published under Government Notice R. 2094 of 7 November 1975, as amended and extended by Government Notices R. 837 of 14 May 1976, R. 2423 of 10 December 1976, R. 2155 of 21 October 1977, R. 2161 and R. 2162 of 27 October 1978 and R. 646 of 30 March 1979.

## 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building Industry—

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

(b) in the Magisterial Districts of Camperdown, Dannhauser, Dundee, Estcourt, Glencoe, Klip River, Lions River, New Hanover, Newcastle, Pietermaritzburg, Richmond, Utrecht, Vryheid and in those portions of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial Districts of Estcourt and Lions River.

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

(a) 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;

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

(c) not apply to clerical employees or to employees engaged in administrative duties or to any member of an administrative staff.

## 2. CLAUSE 3.—DEFINITIONS

(1) Before the definition of "Building Industry", substitute the following for the definition of "block":

"'block' means a walling unit, the dimensions of which are a minimum size of 450 x 200 x 100 mm;"

(2) Before the definition of "Council" insert the following new definition:

"'certificated painter' means a person who has served his apprenticeship in painting and decorating designated or deemed to have been designated in terms of the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the Registrar in terms of either section 2 (7) or section 7 (3) of the latter Act."

## 2. CLAUSE 9.—REGISTRATION OF EMPLOYERS

Add the following proviso to subclause (6):

"Provided that the amount of any guarantee assessed in accordance with the provisions of this subclause shall be rounded up to the next highest multiple of R50: Provided further that the amount of any guarantee assessed in accordance with the provisions of this subclause shall not be less than R500."

## BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,  
PIETERMARITZBURG EN NOORDELIKE GEBIEDE

## OOREENKOMS

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

Masters Builders' and Allied Trades Association,  
Pietermaritzburg

en die

Building Industries Federation (South Africa)

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

Amalgamated Union of Building Trade Workers of  
South Africa

en die

Blanke Bouwerkersvakbond

en die

Amalgamated Society of Woodworkers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2094 van 7 November 1975, soos gewysig en verleng by Goewermentskennisgewings R. 837 van 14 Mei 1976, R. 2423 van 10 Desember 1976, R. 2155 van 21 Oktober 1977, R. 2161 en R. 2162 van 27 Oktober 1978 en R. 646 van 30 Maart 1979, te wysig.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

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

(b) in die landdrosdistrikte Camperdown, Dannhauser, Dundee, Estcourt, Glencoe, Kliprivier, Lionsrivier, New Hanover, Newcastle, Pietermaritzburg, Richmond, Utrecht, Vryheid en in daardie gedeeltes van die landdrosdistrik Mooirivier wat voor 1 September 1964 binne die landdrosdistrikte Estcourt en Lionsrivier geval het.

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

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

(b) van toepassing op kwekelinge vir sover dit nie onbestaanbaar is nie met die Wet op Opleidings van Ambagsmanne, 1951, of voorwaardes daarkragtens gestel;

(c) nie van toepassing nie op klerklike werknemers of op werknemers wat administratiewe pligte verrig of op 'n lid van 'n administratiewe personeel.

## 2. KLOUSULE 3.—WOORDOMSKRYWING

(1) Vóór die omskrywing van "Bounywerheid", vervang die omskrywing van "blok" deur die volgende:

"'blok' 'n muureenheid waarvan die afmetings 'n minimum grootte van 450 x 200 x 100 mm het;"

(2) Vóór die omskrywing van "Raad" voeg die volgende nuwe woordomskrywing in:

"'gediplomeerde skilder' iemand wat sy leertyd uitgedien het in skilder- en versierwerk wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur die Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van gemelde Wet."

## 3. KLOUSULE 9.—REGISTRASIE VAN WERKGEWERS

Voeg die volgende voorbehoudsbepaling by subklousule (6):

"Met dien verstande dat die bedrag van 'n waarborg wat ooreenkomstig hierdie subklousule vasgestel word, afgerond moet word tot die volgende hoogste veelvoud van R50: Voorts met dien verstande dat die bedrag van 'n waarborg wat ooreenkomstig hierdie subklousule vasgestel word minstens R500 moet wees."

## 4. CLAUSE 16.—ANNUAL LEAVE AND PUBLIC HOLIDAYS

In subclause (1) (a), insert the following new subparagraphs:

“(v) between finishing time on Friday, 14 December 1979, and starting time on Monday, 7 January 1980;

(vi) between finishing time on Friday, 12 December 1980, and starting time on Monday 5 January 1981;

(vii) between finishing time on Friday, 11 December 1981, and starting time on Monday, 4 January 1982.”

## 4. KLOUSULE 16.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

In subklousule (1) (a), voeg die volgende nuwe subparagrafe in:

“(v) tussen die sluitingstyd op Vrydag, 14 Desember 1979, en die aanvangstyd op Maandag, 7 Januarie 1980;

(vi) tussen die sluitingstyd op Vrydag, 12 Desember 1980, en die aanvangstyd op Maandag, 5 Januarie 1981;

(vii) tussen die sluitingstyd op Vrydag, 11 Desember 1981 en die aanvangstyd op Maandag, 4 Januarie 1982.”

## 5. CLAUSE 17.—Wages

(1) In subclause (1), after the word “jurisdiction” insert the following:

“Note.—The categories referred to in subclause (1) (h) (i) to (iii) mean:

## Category 1

Carpenter/Joiner.  
Stone mason.  
Plumber.  
Reconstructed stone and terrazzo layer.  
Shopfitter (wood).  
Shopfitter (metal).  
Foreman.  
General foreman.

## Category 2

Bricklayer.  
Carpenter (shuttering).  
Ceiling erector.  
Metalworker.  
Plasterer.  
Polisher and spray painter.  
Signwriter.  
Wood machinist.  
Certificated painter.

## Category 3

Asphalter.  
Floorlayer.  
Glazier.  
Painter.  
Saw doctor.  
Scaffold erector.  
Wall and floor tiler.  
Roofing fixer.”

(2) Substitute the following for subclause (1) (a) to (j):

“Category of employee	Midlands					Northern Natal				
	From 12/11/79	From 12/5/80	From 10/11/80	From 11/5/81	From 9/11/81	From 12/11/79	From 12/5/80	From 10/11/80	From 11/5/81	From 9/11/81
	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour
(a) Labourer, Grade II.....	R 0,66	R 0,68½	R 0,72	R 0,76	R 0,80½	R 0,54	R 0,58	R 0,63	R 0,68½	R 0,74½
(b) Labourer, Grade I.....	0,71	0,74	0,78	0,82½	0,87	0,62	0,66	0,71	0,76½	0,82½
(c) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers attached to or drawn by such vehicles is—										
(i) up to and including 1 815 kg	0,77½	0,80½	0,85	0,89½	0,94½	0,65½	0,70	0,75	0,81	0,88½
(ii) over 1 815 kg but not ex- ceeding 3 175 kg.....	0,86½	0,90	0,95	1,00½	1,06	0,74	0,79	0,85	0,92	1,00
(iii) over 3 175 kg but not ex- ceeding 3 850 kg.....	0,97	1,01	1,06½	1,12½	1,19	0,87½	0,93	0,99	1,06	1,14
(iv) over 3 850 kg.....	1,11½	1,16	1,22½	1,29½	1,37	0,97½	1,04	1,11	1,20	1,30
(d) Operator of a power-driven crane	0,71	0,74	0,78	0,82½	0,87	0,62	0,66	0,71	0,76½	0,82½
(e) Building assistant, Class II.....	0,98½	1,03	1,09	1,17	1,25½	0,98½	1,03	1,09	1,17	1,25½
(f) Building assistant, Class I.....	1,16½	1,22	1,29½	1,38½	1,48½	1,16½	1,22	1,29½	1,38½	1,48½
	Per day	Per day	Per day	Per day	Per day	Per day	Per day	Per day	Per day	Per day
(g) Employees employed on patrolling premises or guarding property.....	R 5,68	R 5,91	R 6,23½	R 6,58	R 6,95	R 4,45	R 4,90	R 5,35	R 5,80	R 6,26
	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour
(h) Artisans, foremen and general foremen:										
(i) Category 1.....	2,52	2,64	2,80	3,00	3,22	2,33	2,47	2,66	2,88	3,13
(ii) Category 2.....	2,46	2,56	2,70	2,85	3,01	2,27	2,39	2,56	2,73	2,92
(iii) Category 3.....	2,43	2,50	2,57	2,64	2,72	2,24	2,33	2,43	2,52	2,63
(i) Employees employed during the probationary period allowed under the Apprenticeship Act, 1944: The rate laid down for first-year apprentices: Thereafter, as appren- tices employed under the Appren- ticeship Act, 1944: The rate as laid down for apprentices.										
(j) Learners—										
(i) 1 to 6 months of learnership	0,77½	0,79½	0,81½	0,83½	0,86	0,68	0,70	0,73	0,77	0,82
(ii) 7 to 9 months of learnership	0,89	0,91½	0,94	0,96½	0,99½	0,79	0,82	0,85½	0,89½	0,94½
(iii) 10 to 12 months of learner- ship.....	1,13	1,16	1,19	1,22	1,25½	0,96½	1,00½	1,05½	1,11½	1,18
(iv) 13 to 15 months of learner- ship.....	1,33	1,37	1,41	1,45	1,49½	1,15	1,20	1,26	1,33	1,40½
(v) 16 to 18 months of learner- ship.....	1,69	1,74	1,79	1,84	1,89½	1,49½	1,55½	1,67½	1,70½	1,80”

## 6. CLAUSE 18.—PAYMENT FOR ANNUAL LEAVE AND PUBLIC HOLIDAYS

Substitute the following for subclause (1) (b) (A) to (H):

"Category of employee"	Midlands			Northern Natal		
	From 12/11/79	From 10/11/80	From 9/11/81	From 12/11/79	From 10/11/80	From 9/11/81
	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour
(a) Labourer, Grade II.....	c 5	c 5½	c 6½	c 4½	c 5½	c 5½
(b) Labourer, Grade I.....	5½	6½	6½	4½	5½	6½
(c) Driver of a mechanical vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle is—						
(i) up to and including 1 815 kg.....	5½	6½	7½	5	6	7
(ii) over 1 815 kg but not exceeding 3 175 kg.....	6½	7½	8½	5½	6½	7½
(iii) over 3 175 kg but not exceeding 3 850 kg.....	7½	8½	9½	6½	7½	8½
(iv) over 3 850 kg.....	8½	9½	10½	7½	9	10
(d) Operator of a power-driven crane.....	5½	6½	6½	4½	5½	6½
(e) Building assistant, Class II.....	7½	8½	9½	7½	8½	9½
(f) Building assistant, Class I.....	8½	10½	11½	8½	10½	11½
	Per day c	Per day c	Per day c	Per day c	Per day c	Per day c
(g) Employees employed on patrolling premises or guarding property.....	41½	48½	53½	34½	42½	48
	Per hour c	Per hour c	Per hour c	Per hour c	Per hour c	Per hour c
(h) All employees referred to in clause 17 (1) (h).....	23½	26½	28	22	25	27
(i) Learner asphalters, glaziers and roofing fixers—						
(i) from 1 to 6 months of learnership.....	5	5½	5½	4½	4½	5½
(ii) from 7 to 9 months of learnership.....	5½	6	6½	5½	5½	6
(iii) from 10 to 12 months of learnership.....	7½	7½	7½	6½	7	7½
(iv) from 13 to 15 months of learnership.....	8½	9	9½	7½	8½	8½
(v) from 16 to 18 months of learnership.....	10½	11½	11½	9½	10½	11½

## 7. CLAUSE 19.—SUPPLEMENTARY REMUNERATION AND CONTRIBUTIONS

(1) Substitute the following for subclause (1) (a) and (b):

	"Midlands"			Northern Natal		
	From 12/11/79	From 10/11/80	From 9/11/81	From 12/11/79	From 10/11/80	From 9/11/81
	R	R	R	R	R	R
(i) Holiday pay.....	10,10½	11,39½	12,04	9,46	10,75	11,61
(ii) Holiday allowance.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Industrial Council expenses.....	0,40	0,40	0,40	0,40	0,40	0,40
(iv) National Development Fund.....	0,07	0,07	0,07	0,07	0,07	0,07
(v) Employers' levy.....	0,18	0,18	0,18	0,18	0,18	0,18
(vi) Recruitment and Training Fund.....	0,50	0,50	0,50	0,50	0,50	0,50
Total sum.....	R 15,15½	16,84½	17,49	14,91	16,20	17,06"

(2) Substitute the following for subclause (3) (a) and (b):

	"Midlands"			Northern Natal		
	From 12/11/79	From 10/11/80	From 9/11/81	From 12/11/79	From 10/11/80	From 9/11/81
	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour
(i) Holiday pay.....	c 23½	c 26½	c 28	c 22	c 25	c 27
(ii) Holiday allowance.....	10	10	10	10	10	10
Total sum.....	33½	36½	38	32	35	37"

(3) Substitute the following for subclause (4) (a) and (b):

	"Midlands"			Northern Natal		
	From 12/11/79	From 10/11/80	From 9/11/81	From 12/11/79	From 10/11/80	From 9/11/81
	R	R	R	R	R	R
(i) Holiday pay.....	10,10½	11,39½	12,04	9,46	10,75	11,61
(ii) Holiday allowance.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Industrial Council expenses.....	0,20	0,20	0,20	0,20	0,20	0,20
Total sum..... R	14,60½	15,89½	16,54	13,96	15,25	16,11"

## 5. KLOUSULE 17.—LONE

(1) In subklousule (1), voeg die volgende in ná die woorde "aangedui word nie":

"Opmerking.—Die kategorieë in subklousule (1) (h) (i) tot (iii) beteken:

Kategorie 1	Kategorie 2	Kategorie 3
Timmerman/Skrynerwerker.	Messelaar.	Asfaltwerker.
Klipmesselaar.	Timmerman (bekisting).	Vloerlêer.
Loodgieter.	Plafonmonteur.	Glaswerker.
Fineerklip- en terrassomesselaar.	Metaalwerker.	Skilder.
Winkeluitruster (hout).	Pleisteraar.	Saaghersteller.
Winkeluitruster (metaal).	Poleerder en spuitskilder.	Steieropsteller.
Voorman.	Letterskilder.	Muur- en vloerbeteëlaar.
Algemene voorman.	Houtmasjienwerker.	Dakaanbringer."
	Gediplomeerde skilder.	

(2) Vervang subklousule (1) (a) tot (j) deur die volgende:

"Kategorie werknemer	Middellande					Noord-Natal				
	Vanaf 12/11/79	Vanaf 12/5/80	Vanaf 10/11/80	Vanaf 11/5/81	Vanaf 9/11/81	Vanaf 12/11/79	Vanaf 12/5/80	Vanaf 10/11/80	Vanaf 11/5/81	Vanaf 9/11/81
	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur
(a) Arbeider, Graad II.....	R 0,66	R 0,68½	R 0,72	R 0,76	R 0,80½	R 0,54	R 0,58	R 0,63	R 0,68½	R 0,74½
(b) Arbeider, Graad I.....	0,71	0,74	0,78	0,82½	0,87	0,62	0,66	0,71	0,76½	0,82½
(c) Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat aan sodanige voertuig geheg is of daardeur getrek word—										
(i) tot en met 1 815 kg is.....	0,77½	0,80½	0,85	0,89½	0,94½	0,65½	0,70	0,75	0,81	0,88½
(ii) meer as 1 815 kg maar hoogstens 3 175 kg is.....	0,86½	0,90	0,95	1,00½	1,06	0,74	0,79	0,85	0,92	1,00
(iii) meer as 3 175 kg maar hoogstens 3 850 kg is.....	0,97	1,01	1,06½	1,12½	1,19	0,87½	0,93	0,99	1,06	1,14
(iv) meer as 3 850 kg is.....	1,11½	1,16	1,22½	1,29½	1,37	0,97½	1,04	1,11	1,20	1,30
(d) Kragkraanbediener.....	0,71	0,74	0,78	0,82½	0,87	0,62	0,66	0,71	0,76½	0,82½
(e) Bou-assistent, Klas II.....	0,98½	1,03	1,09	1,17	1,25½	0,98½	1,03	1,09	1,17	1,25½
(f) Bou-assistent, Klas I.....	1,16½	1,22	1,29½	1,38½	1,48½	1,16½	1,22	1,29½	1,38½	1,48½
	Per dag	Per dag	Per dag	Per dag	Per dag	Per dag	Per dag	Per dag	Per dag	Per dag
(g) Werknemers wat die perseel patrol-leer of eiendom bewaak.....	R 5,68	R 5,91	R 6,23½	R 6,58	R 6,95	R 4,45	R 4,90	R 5,35	R 5,80	R 6,26
	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur
(h) Ambagsmanne, voormanne en algemene voormanne:										
(i) Kategorie 1.....	2,52	2,64	2,80	3,00	3,22	2,33	2,47	2,66	2,88	3,13
(ii) Kategorie 2.....	2,46	2,56	2,70	2,85	3,01	2,27	2,39	2,56	2,73	2,92
(iii) Kategorie 3.....	2,43	2,50	2,57	2,64	2,72	2,24	2,33	2,43	2,52	2,63
(i) Werknemers in diens gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word: Die loon wat vasgelê is vir eerste jaarvakleerlinge: Daarna, as vakleerlinge in diens kragtens die Wet op Vakleerlinge, 1944: Die loon soos vasgelê vir vakleerlinge.										
(j) Leerlinge—										
(i) 1 tot 6 maande leerlingskap	0,77½	0,79½	0,81½	0,83½	0,86	0,68	0,70	0,73	0,77	0,82
(ii) 7 tot 9 maande leerlingskap	0,89	0,91½	0,94	0,96½	0,99½	0,79	0,82	0,85½	0,89½	0,94½
(iii) 10 tot 12 maande leerling-skap.....	1,13	1,16	1,19	1,22	1,25½	0,96½	1,00½	1,05½	1,11½	1,18
(iv) 13 tot 15 maande leerling-skap.....	1,33	1,37	1,41	1,45	1,49½	1,15	1,20	1,26	1,33	1,40½
(v) 16 tot 18 maande leerling-skap.....	1,69	1,74	1,79	1,84	1,89½	1,49½	1,55½	1,67½	1,70½	1,80"

## 6. KLOUSULE 18.—BESOLDIGING VIR JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Vervang subklousule (1) (b) (A) tot (H) deur die volgende:

"Kategorie werknemer"	Middellande			Noord-Natal		
	Vanaf 12/11/79	Vanaf 10/11/80	Vanaf 9/11/81	Vanaf 12/11/79	Vanaf 10/11/80	Vanaf 9/11/81
	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur
(a) Arbeider, Graad II.....	c 5	c 5½	c 6¼	c 4¼	c 5¼	c 5½
(b) Arbeider, Graad I.....	5½	6¼	6½	4½	5½	6¼
(c) Drywer van 'n meganiese voertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat aan sodanige voertuig geheg is of daardeur getrek word—						
(i) tot en met 1 815 kg is.....	5½	6½	7¼	5	6	7
(ii) meer as 1 815 kg maar hoogstens 3 175 kg is.....	6½	7½	8¼	5½	6½	7½
(iii) meer as 3 175 kg maar hoogstens 3 850 kg is.....	7½	8½	9¼	6½	7½	8½
(iv) meer as 3 850 kg is.....	8½	9½	10½	7½	9	10
(d) Kragkraanbediener.....	5½	6½	6¾	4½	5½	6¼
(e) Bou-assistent, Klas II.....	7½	8½	9¼	7½	8½	9¼
(f) Bou-assistent, Klas I.....	8½	10¼	11½	8½	10¼	11½
	Per dag	Per dag	Per dag	Per dag	Per dag	Per dag
(g) Werknemers wat persele patrolleer of eiendom bewaak.....	c 41½	c 48½	c 53½	c 34½	c 42½	c 48
	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur
(h) Alle werknemers in klousule 17 (1) (h) genoem.....	c 23½	c 26½	c 28	c 22	c 25	c 27
(i) Leerlingasfaltwerkers, -glaswerkers en -dakaanbringers—						
(i) van 1 tot 6 maande leerlingskap.....	5	5½	5½	4½	4½	5½
(ii) van 7 tot 9 maande leerlingskap.....	5½	6	6¼	5½	5½	6
(iii) van 10 tot 12 maande leerlingskap.....	7½	7½	7½	6½	7	7½
(iv) van 13 tot 15 maande leerlingskap.....	8½	9	9¼	7½	8½	8½
(v) van 16 tot 18 maande leerlingskap.....	10½	11½	11½	9½	10½	11½

## 7. KLOUSULE 19.—AANVULLENDE BESOLDIGING EN BYDRAES

(1) Vervang subklousule (1) (a) en (b) deur die volgende:

	"Middellande"			Noord-Natal		
	Vanaf 12/11/79	Vanaf 10/11/80	Vanaf 9/11/81	Vanaf 12/11/79	Vanaf 10/11/80	Vanaf 9/11/81
	R	R	R	R	R	R
(i) Vakansiebesoldiging.....	10,10½	11,39½	12,04	9,46	10,75	11,61
(ii) Vakansietoelae.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Uitgawes van Nywerheidsraad.....	0,40	0,40	0,40	0,40	0,40	0,40
(iv) Nasionale Ontwikkelingsfonds.....	0,07	0,07	0,07	0,07	0,07	0,07
(v) Werkgewersheffing.....	0,18	0,18	0,18	0,18	0,18	0,18
(vi) Werwings- en Opleidingsfonds.....	0,50	0,50	0,50	0,50	0,50	0,50
Totale bedrag.....R	15,15½	16,84½	17,49	14,91	16,20	17,06"

(2) Vervang subklousule (3) (a) en (b) deur die volgende:

	"Middellande"			Noord-Natal		
	Vanaf 12/11/79	Vanaf 10/11/80	Vanaf 9/11/81	Vanaf 12/11/79	Vanaf 10/11/80	Vanaf 9/11/81
	Per uur	Per uur	Per uur	Per uur	Per uur	Per uur
(i) Vakansiebesoldiging.....	c 23½	c 26½	c 28	c 22	c 25	c 27
(ii) Vakansietoelae.....	10	10	10	10	10	10
Totale bedrag.....	33½	36½	38	32	35	37"

(3) Vervang subklousule (4) (a) en (b) deur die volgende:

	"Middellande"			Noord-Natal		
	Vanaf 12/11/79	Vanaf 10/11/80	Vanaf 9/11/81	Vanaf 12/11/79	Vanaf 10/11/80	Vanaf 9/11/81
	R	R	R	R	R	R
(i) Vakansiebesoldiging.....	10,10½	11,39½	12,04	9,46	10,75	11,61
(ii) Vakansietoelae.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Uitgawes van Nywerheidsraad.....	0,20	0,20	0,20	0,20	0,20	0,20
Totale bedrag.....R	14,60½	15,89½	16,54	13,96	15,25	16,11"

# 8. CLAUSE 20.—TRAVELLING ALLOWANCE, TRANSPORT, TRAVELLING TIME, SLEEPING ACCOMMODATION AND COUNTRY JOBS

(1) In subclause (1), substitute the amount "8c" for the amount "4½c".

(2) In subclause (7) (b) (ii), substitute the amounts "R7,50" and "R1,00" for the amounts "R5,50" and "83,25c" respectively.

# 9. CLAUSE 31.—EXPENSES OF THE COUNCIL

(1) In subclause (4) (a) (iv), between the expression "1978" and the amount "14c", add the words "until 30 November 1979;" and insert the following new subparagraphs:

"(v) from 1 December 1979 until 30 November 1980—16c;  
(vi) from 1 December 1980—18c."

(2) In subclause (4) (b) (iv), between the expression "1978" and the amount "7c", add the words "until 30 November 1979;" and insert the following new subparagraphs:

"(v) from 1 December 1979 until 30 November 1980—8c;  
(vi) from 1 December 1980—9c."

# 10. CLAUSE 32.—BUILDING INDUSTRY HOLIDAY FUND

(1) In subclause (6)—*Unclaimed leave pay*—after the words "(established under Government Notice 1514 of 3 September 1971)" add the following words:

"and/or the general funds of the Council."

Signed at Pietermaritzburg, on behalf of the Parties, this 10th day of August, 1979.

J. HYLTON SMITH, Chairman.

G. M. TURNER, Vice-Chairman.

R. Q. PAINTER, Secretary.

No. R. 2474

2 November 1979

# INDUSTRIAL CONCILIATION ACT, 1956

# BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—AMENDMENT 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 12 November 1979 and for the period ending 9 November 1980, upon the employers' organisations and the trade unions which entered into the Amending 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 Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from 12 November 1979 and for the period ending 9 November 1980, 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 Amending 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 Amending Agreement and with effect from 12 November 1979 and for the period ending 9 November 1980, the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said

# 8. KLOUSULE 20.—REISTOELAE, VERVOER, REISTYD, SLAAPPLEK EN PLATTELANDSE WERK

(1) In subklausule (1), vervang die bedrag "4½c" deur die bedrag "8c".

(2) In subklausule (7) (b) (ii), vervang die bedrae "R5,50" en "83,25c" deur onderskeidelik die bedrae "R7,50" en "R1,00".

# 9. KLOUSULE 31.—UITGAWES VAN DIE RAAD

(1) In subklausule (4) (a) (iv), tussen die uitdrukking "1978" en die bedrag "14c", voeg die woorde "tot 30 November 1979;" by; en voeg die volgende nuwe subparagrafe in:

"(v) vanaf 1 Desember 1979 tot 30 November 1980—16c;  
(vi) vanaf 1 Desember 1980—18c."

(2) In subklausule (4) (b) (iv), tussen die uitdrukking "1978" en die bedrag "7c", voeg die woorde "tot 30 November 1979;" by; en voeg die volgende nuwe subparagrafe in:

"(v) vanaf 1 Desember 1979 tot 30 November 1980—8c;  
(vi) vanaf 1 Desember 1980—9c."

# 10. KLOUSULE 32.—VAKANSIEFONDS VIR DIE BOU- NYWERHEID

(1) In subklausule (6) — *Onopgeëiste verlofbesoldiging* — ná die woorde "(ingestel by Goewermentskennisgewing 1514 van 3 September 1971)", voeg die volgende woorde by:

"en/of die algemene fonds van die Raad."

Namens die Partye op hede die 10de dag van Augustus 1979 te Pietermaritzburg onderteken.

J. HYLTON SMITH, Voorsitter.

G. M. TURNER, Ondervoorsitter.

R. Q. PAINTER, Sekretaris.

No. R. 2474

2 November 1979

# WET OP NYWERHEIDSVERSOENING, 1956

# BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE. — WYSIGING 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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 12 November 1979 en vir die tydperk wat op 9 November 1980 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms 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 die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van 12 November 1979 en vir die tydperk wat op 9 November 1980 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 die Wysigingsooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van 12 November 1979 en vir die tydperk wat op 9 November 1980 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigen van

provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

#### SCHEDULE

#### PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

##### 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,  
Pietermaritzburg

and the

Building Industries Federation (South Africa)

(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

and the

White Building Workers' Union

and the

Amalgamated Society of Woodworkers of South Africa

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

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry.

to amend the Agreement published under Government Notice R. 2080 of 7 November 1975, as amended by Government Notices R. 838 of 14 May 1976, R. 2156 of 21 October 1977 and R. 2163 of 27 October 1978.

##### 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building Industry—

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

(b) in the Magisterial Districts of Camperdown, Dannhauser, Dundee, Estcourt, Glencoe, Klip River, Lions River, New Hanover, Newcastle, Pietermaritzburg, Richmond, Utrecht, Vryheid and in those portions of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial Districts of Estcourt and Lions River.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall apply only to artisans, foremen and general foreman.

##### 2. CLAUSE 7.—BENEFIT ALLOWANCE

In subclause (1), insert the following:

"(v) 32½ from 12 November 1979;

(vi) 36½ from 10 November 1980;

(vii) 39½ from 9 November 1981."

##### 3. CLAUSE 8.—CONTRIBUTIONS TO THE FUND

In subclause (1) (a), insert the following:

"(v) R15,39 from 12 November 1979;

(vi) R17,11 from 10 November 1980;

(vii) R18,40 from 9 November 1981."

##### 4. CLAUSE 11.—THE PIETERMARITZBURG AND NORTHERN AREAS BUILDING INDUSTRY PENSION SCHEME FOR ARTISANS

In subclause (1) (c), insert the following:

"(v) R13,76 from 12 November 1979;

(vi) R15,48 from 10 November 1980;

(vii) R16,77 from 9 November 1981."

Signed at Pietermaritzburg, on behalf of the parties, this 10th day of August 1979.

J. HYLTON SMITH, Chairman.

G. M. TURNER, Vice-Chairman.

R. Q. Painter, Secretary.

genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

#### BYLAE

#### NYWERHEIDSRaad VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

##### BYSTANDSFONDSOOREENKOMS

ingevoel die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Master Builders' and Allied Trades Association,  
Pietermaritzburg

en die

Building Industries Federation (South Africa)

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

Amalgamated Union of Building Trade Workers of  
South Africa

en die

Blanke Bouwerkersvakbond

en die

Amalgamated Society of Woodworkers of South Africa

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede,

om die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 2080 van 7 November 1975, soos gewysig by Goewermmentskennisgewings R. 838 van 14 Mei 1976, R. 2156 van 21 Oktober 1977 en R. 2163 van 27 Oktober 1978, te wysig.

##### 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

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

(b) in die landdrosdistrikte Camperdown, Dannhauser, Dundee, Estcourt, Glencoe, Kliprivier, Lionsrivier, New Hanover, Newcastle, Pietermaritzburg, Richmond, Utrecht, Vryheid en in daardie gedeeltes van die landdrosdistrik Mooirivier wat voor 1 September 1964 binne die landdrosdistrikte Estcourt en Lionsrivier geval het.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms net op ambagsmanne, voormane en algemene voormanne van toepassing.

##### 2. KLOUSULE 7.—BYSTANDSTOELAE

In subklousule (1), voeg die volgende in:

"(v) 32½ vanaf 12 November 1979;

(vi) 36½ vanaf 10 November 1980.

(vii) 39½ vanaf 9 November 1981."

##### 3. KLOUSULE 8.—BYDRAES TOT DIE FONDS

In subklousule (1) (a), voeg die volgende in:

"(v) R15,39 vanaf 12 November 1979;

(vi) R17,11 vanaf 10 November 1980;

(vii) R18,40 vanaf 9 November 1981."

##### 4. KLOUSULE 11.—PENSIOENSKEMA VIR AMBAGSMANNE IN DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

In subklousule (1) (c), voeg die volgende in:

"(v) R13,76 vanaf 12 November 1979;

(vi) R15,48 vanaf 10 November 1980;

(vii) R16,77 vanaf 9 November 1981."

Namens die partye op hede die 10de dag van Augustus 1979 te Pietermaritzburg onderteken.

J. HYLTON SMITH, Voorsitter.

G. M. TURNER, Ondervoorsitter.

R. Q. PAINTER, Sekretaris.

No. R. 2475

2 November 1979

## INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, EAST LONDON.—  
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 Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1983, 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;

(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, 28 and 34, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1983, 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 Magisterial District of East London; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of East London and with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 28, 34 and 36 shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

## SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING  
INDUSTRY, EAST LONDON

## AGREEMENT

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

East London Master Builders' and Allied Trades Association (hereinafter referred to as the "employers" or the "employers' organisation") of the one part, and the

Amalgamated Union of Building Trade Workers of  
South Africa

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

being the parties to the Industrial Council for the Building Industry, East London.

## 1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of East London by all employers and employees in the Building Industry who are members of the employers' organisation and the trade union, respectively.

(2) Notwithstanding the provisions of subclause (1)—

(a) the terms of this Agreement shall 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;

(b) clause 7 of this Agreement shall not apply to employees for whom wages are prescribed in clause 4 (1) (a) and (b);

No. R. 2475

2 November 1979

## WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, OOS-LONDEN.—  
HOOFDOOREENKOMS

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 Bounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1983 eindig, bindend is vir die werkgewersorganisasie 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, 28 en 34, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1983 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 landdrosdistrik Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 28, 34 en 36, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1983 eindig, in die landdrosdistrik Oos-Londen *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is 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 sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

## BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,  
OOS-LONDEN

## OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan tussen die

East London Master Builders' and Allied Trades Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of  
South Africa

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen.

## 1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrik Oos-Londen nagekom word deur alle werkgewers en werknemers in die Bounywerheid wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is.

(2) Ondanks die bepalings van subklousule (1)—

(a) is die bepalings van hierdie Ooreenkoms slegs op vakleerlinge van toepassing vir sover hulle nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, of met enige kontrak daarkragtens gesluit, of met enige voorwaardes daarkragtens gestel;

(b) is klousule 7 van hierdie Ooreenkoms nie van toepassing op werknemers vir wie lone in klousule 4 (1) (a) en (b) voorgeskryf word nie;

(c) the terms of this Agreement shall 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) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R14 000, and

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

## 2. PERIOD OF OPERATION OF AGREEMENT

The Agreement shall come into operation on a date to be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force for a period of four years.

## 3. DEFINITIONS

Any term or expression used in this Agreement which is 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 thereof; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“apprentice” means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

“artisan” means an employee engaged in any one or more of the following operations in any one or more of the trades and/or subdivisions thereof indicated below, and shall include employees who perform work normally performed by a person who has served an apprenticeship in terms of the Apprenticeship Act, 1944, in a trade designated or deemed to have been designated under that Act, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act:

**Asphalting.**—Setting out; supervising all asphalting operations.

**Blocklaying.**—Tuck pointing; the erecting, setting into position for building and subsequent adjustment of jigs and/or guides, and the setting into position of window and door frames, but excluding—

(a) the building of walls of blocks;

(b) the laying of blocks not bedded in mortar or mastic where no artisans' tools are used;

(c) the laying to a jig and/or guide of blocks bedded in mortar or mastic, where no artisans' tools are used.

**Bricklaying.**—Setting out from plans; laying and/or fixing pre-constructed stone blocks, grille blocks, face and other bricks, glass bricks, capping and sill tiles, all brickwork corners, plumbing angles; truck pointing.

**Carpentry.**—Marking out; truing up of timber by hand or machine, fixing door and window frames; hanging door and window sashes and fitting furniture, fittings and ironmongery; cutting and/or planning and/or fitting and/or fixing picture rails, skirtings, quadrants, architraves, mouldings and/or any other fittings required for the internal and/or external finishings of buildings or structures; setting out and erecting wood and iron structures and all types of roofs; fixing corrugated and other roofing materials and weather-boarding; erecting ceilings, fixing cornices and spacing cover strips; fixing of sound and acoustic materials, cork and asbestos insulation, wood lathing, composition ceiling and wall covering; carving and veneer panelling.

**Concrete work.**—Supervising concrete being placed *in situ* and levelling of surfaces thereof.

**Drainlaying.**—Setting out drainage systems; supervising the building of manholes and the laying and jointing of drain pipes.

**Floorlaying.**—Marking out; cutting and fixing of wooden strip flooring; laying and/or setting flooring blocks, linoleum, rubber, rubber composition, cork and asphalt-based floor coverings and/or any other floor coverings, after completion of preparatory operations.

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

(d) is die bepalings van hierdie Ooreenkoms nie van toepassing nie ten opsigte van die oprigting, onderhoud, herstel of verbouing van die volgende op plase:

(i) Woonhuise ten koste van minder as R14 000, en

(ii) alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

## 2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel 48 van die Wet vasstel, en bly van krag vir 'n tydperk van vier jaar.

## 3. 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 daarvan bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

“Wet” die Wet op Nywerheidsversoening, 1956;

“vakleerling” 'n werknemer wat diens doen ooreenkomstig 'n skriftelike leerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is en ook 'n minderjarige op proef ingevolge daardie Wet;

“ambagsman” 'n werknemer wat in een of meer van die volgende werksaamhede in een of meer van die bedrywe en/of onderafdelings daarvan, hieronder genoem, in diens is, en ook werknemers wat werk verrig wat gewoonlik verrig word deur iemand wat ingevolge die Wet op Vakleerlinge, 1944, sy leertyd uitgedien het in 'n bedryf wat ingevolge daardie Wet aangewys is of geag word 'n aangewese bedryf te wees of wat in besit is van 'n vaardigheidsertifikaat wat aan hom uitgereik is deur die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat wat deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is;

**Asfaltwerk.**—Uitmerk; toesighouding oor alle asfaltwerksaamhede.

**Bloklêwerk.**—Rifvoegwerk; die oprigting, in posisie plasing vir bouwerk en latere stelwerk aan setmate en/of leiers, en die in posisie plasing van venster- en deurkosyne, maar uitgesonderd—

(a) die bou van mure met blokke;

(b) die lê van blokke wat nie in dagha of mastik gelê word nie, sonder om die gereedskap van 'n ambagsman te gebruik;

(c) die lê van blokke volgens 'n setmaat en/of 'n leier in dagha of mastik, sonder om die gereedskap van 'n ambagsman te gebruik.

**Messelwerk.**—Uitmerk volgens planne; lê en/of vassit van voorafvervaardigde klipblokke, roosterblokke, sier- en ander stene, glasstene, dek- en drumpelteëls, alle baksteenwerkhoeke, loodgietershoeke; rifvoegwerk.

**Timmerwerk.**—Afmerk, uitmerk; timmerhout met die hand of masjien haaks maak, deur- en vensterkosyne vassit; deur- en vensterrame hang en ameublement, toebehore en ysterware aansit; prentelyste, vloerlyste, kwadrante, kosynlyste, lyste en/of enige ander toebehore wat vereis word vir die binne- en/of buiteafwerking van geboue of bouwerke, saag en/of skaaf, en/of aansit en/of vassit; hout- en ysterstrukture en alle tipes dakke uitmerk en oprig; gegolfe en ander dakmateriaal en waterslagbeplanking vassit; plafonne aanbring, kroonlyste vassit en dekstroke spaseer; klank- en akoestiek materiaal, kurk- en asbesisolering, houtlatwerk, komposisieplafon- en muurbedekking vassit; houtsniewerk en fineerpanelwerk.

**Betonwerk.**—Toesighouding oor die *in situ*-plasing van beton en die gelykmaking van die oppervlakte daarvan.

**Riioolaanlegwerk.**—Riioolstelsels uitmerk; toesighouding oor die bou van mangate en die aanlê en las van riioolpype.

**Die lê van vloere.**—Afmerk; stroëkvloere van hout saag en vassit; vloerblokkies, linoleum, rubber, rubbersamestelling, kurk en vloerbekkings met asfalt as basis en/of enige ander vloerbekkings lê na voltooiing van voorbereidingswerk.

**Beglasing.**—Glas en/of dergelike materiaal sny; voorstopverf aanbring en ruitkraallyste vassit.

**Glazing.**—Cutting of glass and/or similar materials; face-puttying and fixing of glazing beads.

**Joinery.**—Marking out; setting out; manufacturing window and door frames, doors, sashes and cupboards and all other articles of joinery for the internal and external finishings of buildings and/or structures; manufacturing and/or assembling and/or fitting and/or fixing of kitchen fittings and/or furniture which accrue to a building or structure as a permanent portion thereof.

**Lead-light making.**—Setting out of templates or drawings on boards; cutting and shaping of glass; rounding edges of glass and truing to pattern; fitting lead sections and soldering joints; glazing lead-light panels and installing fixing wires.

**Letter cutting and stone decorating.**—Drawing, designing and setting out of letters and/or enrichments; cutting and carving letters by hand or machine or pneumatic tool.

**Metal work.**—Marking out; setting out; setting up and supervising machines subject to the proviso that no one artisan shall be required to supervise more than three machines; hand welding and/or brazing; precision drilling and/or tapping by hand; final filing and/or assembly; fixing of builder's smith- and founder work, architectural metal work and extruded metal, including window walling, curtain walling, metal frames, metal staircases, fire escapes, metal hand railings, metal canopies, metal kitchen furniture and fittings, roller shutter doors and metal partitions and/or similar fittings.

**Painting and decorating.**—Paper hanging; applying paint, varnish and/or other materials to all surfaces, but excluding the painting operations specified in the definition of "operator, Grade I".

**Plastering.**—Modelling and model making; mould making; preparing preliminary ruling screeds; rendering materials to rough surfaces and finishing off by hand after ruling off; screeding and finishing off of concrete and granolithic floors.

**Plumbing.**—Marking out; setting out; assembling and/or laying and/or fitting and/or fixing lead, copper, galvanized iron, plastic or other piping for waste, soil, water (hot or cold), central heating, cooling, fire, gas and similar installations, but excluding the assembly and fitting of such piping in workshops in mass produced units for housing; fitting and/or fixing on site of stopcocks, valves, expansion joints, copper piping, waste and outlet pipes, traps, vent pipes, downpipes in columns and flushings; installation of hot water systems; installation of closet and urinal suites, cisterns and traps, slop hoppers, slop basins, urinal channelling and cistern; installation of water closet suites, baths, wash hand basins, showers, kitchen sinks supply tanks, geysers, diaphragm high pressure valves and/or any other fittings and/or fixtures; welding and brazing; installing and/or fitting and/or fixing fire prevention and sprinkler systems.

**Polishing.**—Filling in and preparing surfaces for polishing; applying oil and cellulose paints of finishes to surfaces by brush, pad or spray gun.

**Reconstructed stone or terrazzo work.**—Setting out; cutting and horsing of templates; model making; mould making; applying *in situ* terrazzo to walls, floors, staircases and/or other surfaces and finishing to final surface; screeding and fixing dividing heads; fixing reconstructed stone and terrazzo blocks and/or slabs.

**Saw-doctoring.**—Brazing, retoothing, sharpening (by hand or machine), spring-setting, swage-setting and tensioning of band saws; setting up and repairing inserted tooth saws; truing-up buckled and/or twisted band saws and/or circular saws.

**Sheetmetal work.**—Marking out; setting out and developing of patterns for sheetmetal articles and/or components; assembling and/or fixing and/or fitting and/or repairing sheetmetal articles and/or components; assembling and/or installing and/or fixing ducting and/or piping for central heating, airconditioning and dust extracting systems; supervising the manufacture in workshops of sheetmetal articles; brazing and soldering by hand.

**Shopfitting (architectural metal work).**—Marking out; setting out; assembling and/or installing and/or fixing and/or repairing store, shop, office and bank fittings in metal or wood or both; assembling and/or erecting and/or adjusting and/or repairing metal door frames and/or metal doors; assembling and/or erecting and/or repairing shopfronts and/or universal windows in metal or wood or both; brazing and welding; precision drilling and tapping by hand; final filing; fixing of metal partitions.

**Skrynwark.**—Afmerk; uitmerk; die vervaardiging van venster- en deurkosyne, deure, vensterrame en rakkaste en alle ander skrynwarkartikels vir die binne- en buiteafwerking van geboue en/of strukture; die vervaardiging en/of montering en/of aansit en/of vassit van kombuistoehore en/of ameublement wat 'n permanente deel van 'n gebou of struktuur uitmaak.

**Ruit-in-lood-werk.**—Die uitmerk van patrone of tekenings op bord; die sny en vorming van glas; die rond maak van glasrande en haaks maak volgens 'n patroon; die aansit van loodstukke en die soldeer van lasse; glas in ruit-in-lood-paneel sit en binddraad installeer.

**Lettersnywerk en klipversiering.**—Die teken, ontwerp en uitmerk van letters en/of versierings; die sny en uitkerf van letters met die hand of masjien of 'n druklugwerktuig.

**Metaalwerk.**—Afmerk; uitmerk; die stel van en toesighouding oor masjiene: Met dien verstande dat daar van geen individuele ambagsman vereis mag word om oor meer as drie masjiene toesig te hou nie; handsweis- en/of sweissoldeerwerk; presisiehandboorwerk en/of moerdraad met die hand sny; finale vyl- en/of monterwerk; die vassit van siermetaal- en gietwerk, boumetaalwerk en uitgedrukte metaal, met inbegrip van venstermure, gordynmure, metaalrame, metaaltrappe, branduitgange, metaalhandrelinge, metaalkappe, metaal kombuismeubels en -toehore, rolluikdeure en metaalskortings en/of dergelike toehore.

**Verfwerk en versiering.**—Muurplakwerk; die aanbring van verf, vernis en/of ander stowwe aan alle oppervlakke, maar uitgesonderd die verfwerksaamhede in die omskrywing van "Werksman, graad I," genoem.

**Pleisterwerk.**—Boetseer en modelleer; vormmakery; die bereiding van voorlopige gidspleisterwerk; die aanbring van materiaal aan growwe oppervlakke en afwerking met die hand na afvlakking; afvlakking en afwerking van beton- en granolitiese vloere.

**Loodgieterswerk.**—Afmerk; uitmerk; die montering en/of lê en/of aansit en/of vassit van lood-, koper-, gegalvaniseerde yster-, plastiek- of ander pype vir vuilwater-, riool-, water- (warm of koue), sentrale verwarmings-, verkoelings-, vuur-, gas- en dergelike installasies, maar uitgesonderd die montering en aansit van die pype in werkwinkels en eenhede wat in massa geproduseer word vir behuising; aansit en/of vassit van afsluitkrane, kleppe, uitsitvoë, koperpype, vuilwater- en uitlaatpype, sperders, ontlugpype, geutpype in kolomme en voegskorte op die terrein; die installering van warmwaterstelsels; die installering van kloset- en urinaalstelle, spoelbakke en sperders, vuilwaterregters, spoel-, urinaalvore en spoelbakke; die installering van waterklosetstelle, baddens, handewasbakke, storte, kombuisopwasbakke, toevoertens, geisers, diafragmahoëdrukkelle en/of enige ander los en/of vaste toehore; sweis- en sweissoldeerwerk; die installering en/of aansit en/of vassit van brandvoorkoming- en sprinkelblusstelsels.

**Polering.**—Die vul en voorbereiding van oppervlakke vir polering; die aanbring van olie- en selluloseverve of afwerkings aan oppervlakke deur middel van 'n borsel of kwas, kussing of sproeispuut.

**Fineerklip of terrassowerk.**—Uitmerk; die sny en regsny van patrone; modelleerwerk; vormmakery; die aanbring van terrasso aan mure, vloere, trappe en/of ander oppervlakke op die terrein en die afwerk van die finale oppervlak; afvlakking en die vassit van verdeelkoppe; die vassit van fineerklip en terrassoblokke en/of -plaatblokke.

**Saagherstelwerk.**—Soldeerwerk hervertanding, skerpmaak (met die hand of 'n masjien), verstelwerk, die stel van tandstellers en spanningstelwerk aan bandsae; oprigting en herstel van lostandsae; haaksmaking van verbuigde en/of gedraaide bandsae en/of sirkelsae.

**Plaatmetaalwerk.**—Afmerk; uitmerk en die ontwikkeling van patrone vir artikels en/of onderdele van plaatmetaal; montering en/of vassit en/of pas en/of herstel van artikels en/of onderdele van plaatmetaal; montering en/of installering en/of vassit van leiding en/of pype vir sentrale verwarming-, lugversorging- en ontstofstelsels; toesighouding oor die vervaardiging van plaatmetaalartikels in werkwinkels; met die hand sweissoldeer en soldeer.

**Winkelluitrusting (boumetaalwerk).**—Afmerk; uitmerk; die montering en/of installering en/of vassit en/of herstel van los winkel-, kantoor- en banktoehore van metaal of hout of albei; die montering en/of oprigting en/of stel en/of herstel van metaaldeurkosyne en/of metaaldeure; die montering en/of oprigting en/of herstel van winkelfronte en/of universele vensters van metaal of hout of albei; sweissoldeer en sweis; presisiehandboorwerk en moerdraad met die hand sny; finale vylwerk; die vassit van metaalafskortings.

*Shopfitting (other materials).*—Assembling and/or fixing and/or repairing store, shop, office and bank fittings, window enclosures, showcases, counters, staircases, screens and/or any other interior fittings or fixtures in wood and/or metal and/or any other materials or combination of materials; assembling and/or erecting and/or fixing and/or repairing shopfronts in wood or metal or both; erecting and/or fixing and/or repairing partitions; assembling and glazing of glass counters and showcases; installation of all glassware used in shopfitting; panelling of walls.

*Signwriting.*—Laying out signs, painting backgrounds, executing and finishing signs; gilding; heraldry; spray painting; executing designs and layouts; glass engraving; sandblasting designs; silk screening; pictorial and/or poster work.

*Steelwork.*—Setting out any sleeves required for the casting of a slab; setting out of the bolts set into the slab; supervising the binding, placing in position of steel reinforcement and steel construction material.

*Stone masonry.*—Final surfacing and finishing of stone or substitute materials by hand or machine to size, but excluding frame or wire sawing and polishing; setting up machines; setting stone on mortar beds; marking out; building in and/or fixing of pre-cast or artificial stone or marble.

*Structural carpentry.*—Marking out; setting out; fabricating, plumbing, levelling, adjusting, securing, lining up and fixing of concrete shuttering; erecting shoring.

*Wall and floor tiling.*—Setting out, fixing of wall tiles and mosaics or other materials to wall surfaces; laying and/or setting of all types of floor tiles, including marble and terrazzo.

*Wood machining.*—Marking out; setting out; setting up and supervising machines, subject to the proviso that no one artisan shall be required to supervise more than two machines; provided that the Council may authorise the supervision of more machines by one artisan;

“building assistant Grade I,” means an employee engaged in any or all of the following operations:

Assisting artisans in placing steel props and fixing to bearers and adjusting to heights;

attending swing saws under supervision, 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;

applying adhesives to walls with the use of a roller or brush;

bagging down walls and ceilings;

binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;

cutting, screwing, bending and threading of piping and steel rods by hand under supervision excluding copper;

cutting, drilling, chasing and plugging in brick and concrete;

cutting of roof tiles with tile cutting machine;

drilling or punching metal by power or hand machines under supervision;

erecting hoists under supervision.

filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;

filling in joints between joint of brick and concrete beam under supervision;

filling in joints and cleaning off all wall tiles excluding jointing and pointing;

filling of moulds with a facing mixture and concrete mixture using a shovel;

fixing hoop iron, steel or wire stiffeners to strengthen shuttering;

fixing asphalt sheeting to sides of steel and wood frames;

fixing lugs to steel windows and doorframes under supervision;

grouting in joints and filling backs of stone work after fixing;

grouting of joints in bricks and tile floors and cleaning off;

laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding under supervision;

lime washing and the use of tar or similar products on buildings occupied and latrines used by Blacks and rough timber such as joists and underside of floors: Provided, however, that lime washing in connection with buildings and/or latrines during their erection or within 60 (sixty) days of completion of any building shall be excluded from this definition;

*Winkeluitrusting (ander materiale).*—Die montering en/of vassit en/of herstel van los winkel-, kantoor- en banktoebehore, vensterskerms, vertoonkaste, toonbanke, trappe, skerms en/of enige ander los of vaste binnetoehore van hout en/of metaal en/of enige ander materiaal of kombinasie van materiale; die montering en/of oprigting en/of vassit en/of herstel van winkelfronte van hout of metaal of albei; die oprigting en/of vassit en/of herstel van afskortings; die montering en beglasing van glastoonbanke en vertoonkaste; die installering van alle glasware wat in winkeluitrusting gebruik word; paneelwerk aan mure.

*Letterskilderwerk.*—Die ontwerp van uithangborde, inskildering van agtergrond, die maak en afwerk van uithangborde; vergulding; heraldiek; spuitverfwerk; werk verrig volgens ontwerpe; glasgraving; sandstraling van ontwerpe; sy-skermwerk; prent- en/of plakkaatwerk.

*Staalwerk.*—Uitmerk van hulse wat nodig is vir die giet van 'n platblok; uitmerk van die bout wat in die platblok gegiet word; toesighouding oor die bind en in posisie plasing van staalwapenings- en staalkonstruksiemateriaal.

*Klipmesselwerk.*—Die finale oppervlakbehandeling en afwerk van klip of vervangingsmateriaal met die hand of 'n masjiene volgens grootte, maar uitgesonderd raam- of draadsaagwerk en poleerwerk; die opstel van masjiene; die lê van klip op daghabedde; afmerk; die inbou en/of vassit van voorafgegiete klip of marmer of kunsklip of kunsmarmer.

*Struktuur-timmerwerk.*—Afmerk; uitmerk; die vervaardiging, loodreg stel, gelykmaak, verstelling, vasmaak, noukeurig rig en vassit van betonbekisting; die oprig van skoring.

*Muur- en vloerteëlwerk.*—Uitmerk; die vassit van muurteëls en mosaïek of ander materiale aan muuropervlakke; die lê en/of vassit van alle soorte vloerteëls, met inbegrip van marmer en terrasso.

*Houtmasjiene.*—Afmerk; uitmerk; die oprig van en toesighouding oor masjiene, op voorwaarde dat daar van geen individuele ambagsman vereis mag word om oor meer as twee masjiene toesig te hou nie: Met dien verstande dat die Raad magtigting kan verleen dat een ambagsman oor meer masjiene toesig hou;

“bou-assistent, graad I,” 'n werknemer wat een van of al die volgende werksaamhede verrig:

Ambagsmanne help om staaltutte in posisie te plaas, aan draers vas te maak en hulle op die regte hoogte te stel;

hangsae onder toesig bedien, help om klip reg te sit en saaglemme vassit vir die bediening van hangsae en poleer-masjinerie en/of slypsteenmasjinerie bedien;

kleefstowwe met behulp van 'n roller of kwas aan mure aanbring;

saksmeerwerk aan mure en plafonne verrig;

staalwapeningsmateriaal bind of vasbind met draad en sodanige materiaal onder toesig sny, buig en monteer, oprig en vassit;

pype en staaltawe onder toesig met die handsaag sny, skroefdraad daarin sny en dit buig, maar nie in die geval van koper nie;

stene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;

dakpanne met 'n teëlsnymasjiene sny;

metaal met krag- of handmasjiene onder toesig boor of pons;

hystoestelle onder toesig oprig; duike in die oppervlak van afgewerkte artikels met 'n sementmengsel opvul en die oppervlak met 'n stuk sak vryf;

lasse tussen bakstene en betonbalke onder toesig opvul;

lasse tussen muurteëls opvul en alle muurteëls skoonmaak, uitgesonderd voegstryking en voegvulling;

vorms met 'n voorwerkmengsel en betonmengsel vul deur 'n skopgraaf te gebruik;

hoepelyster, staal- of draadverstyings aanbring om bekisting te versterk;

hoepelyster, staal- of draadverstyings aanbring om bekisting te versterk;

asfaltplate aan die kante van staal- en houtrame aanbring;

kloue onder toesig aan staalvensters en deurkosyne aanbring;

voë met bry vul en die agterkant van klipwerk opvul nadat dit aangebring is;

voë in stene en teëlvloere met bry vul en skoonmaak;

beton lê en gelykmaak, 'n betonriller bedien en onder toesig help met afvlakwerk;

geboue wat deur Swartes geokkupeer en latrines wat deur Swartes gebruik word en ruwe timmerhout soos balke en die onderkante van vloere afwit en teer of 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 (sestig) dae na die voltooiing van 'n gebou van hierdie omskrywing uitgesluit word;

mixing mastic asphalt in pots, carrying mixed material to site of laying and rubbing up laid mastic until cold under supervision; attending to fires and cleaning up;

operating guillotine for brick cutting;

painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paints under supervision;

painting of joints and backs of stone with water-proofing compound;

preservation painting of all builders' plant;

priming of surfaces with bitumastic or water-proofing compound;

stripping shuttering under supervision;

setting up of moulds, and stripping of casings and castings;

tamping of the filling in moulds, excluding the use of plasterer's trowels;

wedging up wood props under supervision;

working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;

assisting artisans or higher graded workers wherever necessary, but not to perform such higher graded work;

"building assistant, Grade II," means an employee engaged in any or all of the following operations:

Assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;

assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;

applying of floor polish; baling waste or scrap metal by hand, or machine;

carrying mortar, bricks, stone, concrete or other materials;

cleaning mortices;

cleaning of glass after glazing;

cleaning completed frames in preparation for puttying;

cleaning of moulds, work benches, yard premises, tools; cleaning down of teak or other hard woods by using solvents and steel wools;

coupling steel windows and door frames under supervision;

cutting scaffold poles or props by bow or two-handed saw;

cutting dampcourse and placing in position;

cutting of toothings and indents for bonding brickwork;

cutting hoop iron, bending and holing;

cutting up scrap metal by hand;

digging or taking out soil for foundations, trenches, drains and channels;

drawing off material from all woodworking machines;

excavating in ground, soft and hard rock, and using a jackhammer and removing excavated stone and soil;

gauging sand, stone and cement;

gauging sizes of wall and floor tiles;

hoisting of steel and laying into position under supervision;

hoisting shuttering and placing in position but not fixing; the use of rollers or other appliances for the purpose of bedding down flooring materials after setting or laying;

kneading of putty to correct consistency;

laying of loose tiles on surfaces without bedding provided no tools are used;

loading and unloading materials and goods;

mixing asphalt macadam, dumping and placing material at laying site, rolling with hand rollers;

oiling and greasing machinery when not in operation;

preparing roofs, including scraping and wire-brushing, prior to painting;

removing rust and scale from iron or steel surfaces, provided no chemicals are used;

removing loose or flaking paint from gutters, drain-pipes 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 lime-washed or other surfaces, but not to include repairing of such surfaces;

scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used or artisans' work is done;

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;

mastikasfalt in potte meng, die gemengde materiaal dra na die terrein waar dit gelê moet word en die mastik wat gelê is, onder toesig vryf totdat dit koud is; vure aan die gang hou en skoonmaakwerk verrig;

guillotinemasjien vir steensnywerk bedien;

asfalt- en/of ander komposisieplate en -dakke met bitumineuse aluminiumverf onder toesig verf of spuit;

lasse en agterkante van klip met waterdigtingsmengsel verf;

alle bouersuitrusting met preserveermiddels verf;

onderlae van bitumastik- of waterdigtingsoplossings op oppervlakke aanbring;

bekisting onder toesig afbreek;

vorms opstel en omhulsels en gietstukke afbreek;

die vulsel in vorms vasstamp, uitgesonderd die gebruik van pleistertroffels;

houtstutte onder toesig opkeil;

met klopboor werk of hamers en ponse gebruik vir die splits van klip of die boor van tapgate;

ambagsmanne of werkers van 'n hoër graad bystaan wanneer nodig, sonder om sodanige werk van 'n hoër graad te verrig;

"bou-assistent, graad II," 'n werknemer wat een van of al ondergenoemde bedrywighede beoefen:

Ambagsmanne help deur draadholtes op te vul voordat houtoppervlakke met doek opgevryf word;

ambagsmanne help om lym aan tappe of houtoppervlakke te smeer voordat dit vasgeklem of gepers word;

vloerpolitoer aanwend;

afval- of ou metaal met die hand of deur middel van 'n masjien baal;

dagha, stene, klip, beton of ander materiaal dra;

tapgate skoonmaak;

glas skoonmaak nadat ruite ingesit is;

voltooide rame skoonmaak voordat stopverf aangewend word;

vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;

kiaat of ander harde soorte hout skoonmaak deur oplosmiddels en staalwol te gebruik;

staalvensters en deurkosyne onder toesig koppel;

steierpale of stutte met 'n boog- of treksaag afsaag;

voglae sny en in posisie plaas;

in- en uittandings inkap vir steenverbandwerk;

hoepels sny, buig en gate daarin maak;

afvalmetaal met die hand in stukke sny;

grond uitgrawe of uithaal vir fondamente, slote, riole en kanale;

materiaal van alle houtwerkmasjiene afneem;

uitgrawings in grond, sagte en harde rots maak en 'n klopboor gebruik en die uitgegrawe klip en grond verwyder;

sand, klip en sement afmeet;

groottes van muur- en vloerteëls meet;

staal ophys en in posisie plaas onder toesig;

bekisting ophys en in posisie plaas maar nie vassit nie;

rollers of ander toestelle gebruik om vloerbedekkingsmateriaal vas te sit nadat dit gelê is;

stopverf knie totdat dit die regte stewigheid het;

los teëls op oppervlakke lê sonder om dit vas te sit, mits geen gereedskap gebruik word nie;

materiaal en goedere op- en aflaa;

asfaltmacadam meng, materiaal op aanbringplek aflaa en plaas, rolwerk met handrollers verrig;

masjinerie olie en ghries wanneer dit nie aan die gang is nie;

dakke gereedmaak vir verfwerk, met inbegrip van skraap- en draadborselwerk;

roes en ketelsteen verwyder van yster- of staaloppervlakke, mits geen chemikalieë gebruik word nie;

los en geskilferde verf van geute, rioolpype of ander oppervlakke verwyder: Met dien verstande dat wanneer 'n blaaslamp of verpopsmiddel gebruik word, die werk onder toesig verrig word;

pleister van staal of houtoppervlakke in nuwe geboue verwyder voordat dit gevef word;

oppervlakke wat voorheen afgewit is of ander oppervlakke afskraap en afvryf, uitgesonderd herstelwerk aan die oppervlakke;

mure of ander oppervlakke afskraap of afwas met die doel om dit te verf: Met dien verstande dat geen gereedskap wat gewoonlik deur skilders gebruik word, gebruik word nie, of dat geen werk van 'n ambagsman verrig word nie;

nuwe gegalvaniseerde oppervlakke afwas voordat dit gevef word, en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verpopsmiddel gebruik word;

use of abrasives of all kinds by hand, including rubbing compounds, on preparatory work in painting and spraying, including the use of sandpaper of a grade not finer than Oakey's No. 2 strong or equivalent for any of these cleaning processes, but excluding the use of brushes other than scrubbing brushes or wire brushes;

racking out of brick joints and preparation of surfaces for plastering;

removing stains and cement on stone, artificial stone, slate, terra-cotta, or similar surfaces with carborundum blocks or rubbing machines;

scraping down of finished faces of products by hand using a wire steel brush or 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;

stopping of joints of moulds by hand with plaster of paris or with the use of a piece of tin, under supervision;

treating of timber with preservative under supervision; tying of roof tiles with wire;

washing down brick and concrete with scrubbing brushes and cleaning used bricks;

assisting artisans or higher graded workers wherever necessary, but not to perform such higher graded work.

*Note.*—For the purposes of the definitions of "building assistant, Grade I," and "building assistant, Grade II," the expression "under supervision" shall mean under the supervision of an artisan, foreman, or operator, Grade I;

"Building Industry" or "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 or structures and/or the making of articles for use in the erection, completion or alteration of buildings or structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of buildings 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, nor the wiring of, or installation in buildings of lighting, heating or other permanent electrical fixtures and the installation, maintenance or repair of lifts in buildings and/or structures:

*Asphalting* which includes covering of 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 (where mortar is used, slabs or plates), tiling of walls and floors, jointing of brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in compositions, drainlaying, slating and roof tiling;

*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 articles used and shall include cupboards, kitchen dressers or other kitchen fixtures which accrue to the building as a permanent portion thereof;

*masonry* which includes stone cutting and building, (also the cutting and building of ornamental and monumental stonework), concreting and the fixing or building of precast or artificial stone or marble, paving mosaic work, pointing,

skuurmiddels van alle soorte, met inbegrip van vryfmid-dels, met die hand gebruik op voorbereidingswerk wat in verband met verf- en spuitverf verrig word, insluitende die gebruik van skuurpapier wat nie van 'n fyner graad is nie as Oakey se No. 2-sterkte of die ekwivalent daarvan, vir enigeen van hierdie skoonmaakprosesse, uitsluitende die gebruik van ander borsels as skrop- of draadborsels;

voë tussen stene uitkrap en oppervlakke gereedmaak vir pleisterwerk;

vlekke en sement van klip, kunsklip, leiklip, terra cotta of dergelike oppervlakke met karborundumblokke of vryfma-sjiene verwyder;

afgewerkte voorvlakke van produkte met die hand afskraap deur 'n staaldraadborsel of 'n skropborsel te gebruik;

materiaal met 'n skopgraaf in dagha- of betonmengmasjiene invoer of daaruit verwyder, sand sif en dagha of beton meng deur skopgrawe te gebruik;

voë van vorms onder toesig met die hand met gips toe-stop of deur gebruik te maak van 'n stukkie blik;

timmerhout onder toesig met verduursamingsmiddels behan-del;

dakteëls met draad vasbind;

steen- en betonwerk met skropborsels afwas en gebruikte stene skoonwerk;

ambagsmanne- of werkers van 'n hoër graad bystaan, wan-neer nodig, sonder om sodanige werk van 'n hoër graad te verrig.

*Let Wel.*—Vir die toepassing van die woordomskravings "bou-assistent, graad I," en "bou-assistent, graad II," beteken die uitdrukking "onder toesig" die toesig van 'n ambagsman, voorman of werksman, graad I;

"Bouwyerheid" of "Nywerheid", 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 of 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 terreine van die geboue of bouwerke of elders, en ook alle werk wat uitvoer van verrig word deur persone daarin, wat by ondergenoemde ambagte of onder-afdelings daarvan betrokke is, maar nie klerklike werknemers en administratiewe personeel nie, en ook nie die bedrading van of installering in geboue van verligtings-, verwarmings- of ander permanente elektriese toebehore, en die installering, onderhoud of herstel van hysers in geboue en/of bouwerke nie;

*Asfaltwerk* waarby inbegrepe is 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 ongeglasuurde oppervlakke of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfaltmestik of emulsie-asfalt of bitumen gebruik word of nie en of dit warm of koud op sodanige dakke, vloere of fondamente of in sodanige kelders aangewend word of nie;

*messelwerk* waarby inbegrepe is betonwerk en die aanbring van betonblokke (waar dagha gebruik word, platblokke of plate), beteëling van mure en vloere, voegstryking by baksteenwerk, voegwerk, plaveiwerk, mosaïekwerk, voorwerk met leiklip, marmer en komposisiemateriaal, rioolaanlegwerk, leiklipwerk en pandekking;

*lakverniswerk* waarby inbegrepe is politoerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof;

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

*skrynwerk*, wat die volgende insluit: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daar-van of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie, en dit sluit ook kaste, kombuiske of ander kombuistoehore in wat as 'n permanente deel van die gebou aangebring word;

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klip-bouwerk (ook die kap van klippe vir, en die bou van sier-en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiete of kunsklip of kunsmarmer, plaveiwerk, mosaïek-werk, voegstryking, muur- en vloerbeteëling, die bediening

stone working machinery, other than stone polishing machinery and sharpening of mason's tools whether or not the fixing in the building or structure is done by the persons making or preparing the articles used;

*metal work* which includes the fixing of steel ceilings, metal windows, metal doors, builder's smithwork, metal frames and metal stairs and architectural metal work, together with the manufacture and/or fixing of drawn metal work 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, distempering, colour washing, staining, varnishing, graining, marbling, spraying, signwriting and wall decoration;

*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 floor laying, 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 articles used;

*plumbing* which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire installation and the making and fitting of plumbing fixtures from sheet metal, 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, counters, screens and interior fittings and fixtures;

*steel construction* which includes the fixing of all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any other 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, plugging of walls, covering of woodwork with metal, block and other flooring, including wood, linoleum, rubber composition, asphalt based floor coverings of cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"Council" means the Industrial Council for the Building Industry, East London, registered in terms of section 19 of the Act;

"dangerous work" means any work—

(a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Industry and operating within the Magisterial District of East London;

(b) performed in connection with underpinning and shoring;

(c) performed in old sewers;

(d) performed on the outside of a building (other than in the course of erection of a new building) on or from a swinging scaffold, boatswain's chair or a roof at a height of more than 7,5 m from the ground level, in connection with the renovation, alteration or repair of such building;

"driver" means an employee who is engaged in driving a mechanical vehicle, and for the purpose of this definition the expression "driving a mechanical vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

uitgesonderd klippoleermasjinerie en die skerpmaak van klip-messelaarsgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat sodanige artikel vervaardig of berei in die gebou of bouwerk aangebring word of nie;

*metaalwerk*, wat die volgende insluit: Die aanbring van staal-plafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame en metaaltrappe, boumetaalwerk, en ook die vervaardiging en/of aanbring van getrokke metaalwerk, en plaat- of uitgedrukte metaal, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

*verfwerk*, wat die volgende insluit: Versierwerk, muurplakwerk, distemperwerk, kleurkalkwerk, beits-, vernis- en vlam-skilderwerk, marmering, spuitverfwerk, letterskilderwerk en muurversiering;

*pleisterwerk*, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortfels, die maak en aanbring van pleisterbord-plafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terrazzo- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe draagbare draaiskyfmasjien, buigsame sny- en afwerkmasjien, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, plaatgaaswerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

*loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gas-aanleg, sanitêre en huisingenieurswerk, rioolaanleg, kalfaatwerk, ventileerwerk, verwarming, die aanlê van warm en koue water, stookaanleg en die vervaardiging en aanbring van loodgiertoebehore uit plaatmetaal, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

*winkel-, kantoor- en bankuitrustingwerk* wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterskerms, vertoonkaste, toonbanke, skermes en los en vaste binnetoebehore;

*staalbouwerk* wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaalsuile, lêers, staalbalke, plate of metaal in enige ander vorm, wat deel van 'n gebou of bouwerk uitmaak;

*houtwerk* wat die volgende insluit: Timmerwerk, fineer-paneelwerk en die polering en skuur daarvan, houtwerk, masjienwerk, draaiwerk, houtsniewerk, die aanbring van gegolfdde sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafon- en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blok- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese kurkvloerbedekking met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe draagbare draaiskyfmasjien, buigsame sny-, afwerk- en poleermasjien, bekisting en/of bereiding van vorms vir beton, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word 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 lêwerk gepaard gaan met die verkoop van sodanige linoleum en geen deel uitmaak van die regstreekse koste van die klant nie;

"Raad" die Nywerheidsraad vir die Bounywerheid, Oos-Londen, geregistreer ingevolge artikel 19 van die Wet;

"gevaarlike werk" alle werk—

(a) wat as gevaarlik geklassifiseer word in 'n statutêre, provinsiale of munisipale wet of regulasie wat op die Nywerheid betrekking het en in die landdrosdistrik Oos-Londen van toepassing is;

(b) wat verrig word in verband met ondersteuning en skoring;

(c) wat in ou riole verrig word;

(d) wat op of van 'n hangsteier, 'n bootsmanstoel of 'n dak wat meer as 7,5 m bokant die grond is, verrig word aan die buitekant van 'n gebou (uitgesonderd 'n nuwe gebou wat in aanbou is) in verband met die opknapping, verbouing of herstel van so 'n gebou;

"drywer" 'n werknemer wat 'n meganiese voertuig dryf, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "n meganiese voertuig dryf" alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy vernê is

"emergency work", without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work, prescribed in clause 8, and which is necessary to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking, or any work which, owing to causes such as fire, storm, flood, accident or act of violence, must be performed without delay;

"essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or carrying on of any other industry, business or undertaking;

"Fund" means the Pension Fund;

"Management Committee" means the Management Committee of the Fund;

"member" means any person in respect of whom contributions have been made to the Fund in terms of this Agreement;

"operator, Grade I," means an employee engaged in any or all of the following operations:

*In bricklaying and plastering:*

Building of manholes excluding benching;  
building walls of blocks;  
in charge of building assistants, Grade I, engaged in laying, levelling and screeding concrete;  
scaffold erecting;  
in charge of employees engaged in stripping chattering;  
in charge of employees engaged in stripping shuttering;  
floating up of concrete panel walls in moulds at the factory for prefabricated housing units;  
jointing of brickwork;  
laying of slate or brickpaving including bedding and jointing;  
laying of stormwaterdrains;  
operating a rotating solid disctype machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing by an artisan;  
slushing;  
spraying acoustic material on walls and ceilings;  
the packing on of plaster to surfaces.

*In painting and glazing:*

All work preparatory to the application of Kenitex or similar materials by mechanical means;  
applying dry distemper;  
applying filler coats;  
applying first coat of P.V.A.;  
applying first coats to shop primed or unpainted surfaces in painting, staining and varnishing, but excluding those operations performed by an artisan;  
applying oil bound distemper;  
in renovation work: Stripping, sparkling, touching up and similar operations preparatory to the application by an artisan of finishing coats;  
the application of lime-wash and cement wash to all surfaces, except to the extent provided for in the definition of "building assistant, Grade I";  
the application of any liquid reviver to brickwork or slasto;  
priming to all surfaces;  
priming windows and rebates before glazing;  
spraying of roofs with Kenitex or similar materials;  
the application of decorative bitumastic to sewerage pipes;  
the application of paints to roofs, gutters and downpipes.

*In joinery, woodmachining, shop, office, and bank fitting:*

All types of work where the quantity of any article is so large that it can be assembled in jigs which must be made and set up by an artisan;

assembling of standard pattern doors, frames, sashes and similar joinery;

clamping up or joining of boards and tops;  
cramping frames, doors and tops;  
cutting and trimming of wedges by hand;  
drilling holes by machine;  
facing framing with boards in workshop;  
feeding cross-cut machines;  
fixing of glazing beads and flats;  
framing with corrugated fasteners;  
glueing and fixing edging to shelves and flat board mass produced in workshop;

"noodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, alle werk wat nie in die gewone werkure soos voorgeskryf in klousule 8 verrig kan word nie, en noodsaaklik is ten einde die gesondheid en veiligheid van die publiek, of die beoefening van enige ander nywerheid, saak of onderneming te verseker, of enige werk wat weens oorsaak soos 'n brand, storm, oorstroming, ongeluk of geweld daad sonder versuim verrig moet word;

"noodsaaklike dienste" werk wat noodsaaklikerwys verrig moet word ten einde die gesondheid en veiligheid van die publiek of die beoefening van enige ander nywerheid, saak of onderneming te verseker;

"Fonds" die Pensioenfonds wat ingevolge klousule 36 ingestel word;

"Bestuurskomitee" die Bestuurskomitee van die Fonds;

"lid" 'n persoon ten opsigte van wie bydraes tot die Fonds ooreenkomstig hierdie Ooreenkoms gemaak is;

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

*By messel- en pleisterwerk:*

Mangate bou, uitgesonderd bankwerk;  
mure met blokke bou;  
aan die hoof staan van bou-assistente, graad I, wat beton gelykmaak en afvlak;  
steiers oprig;  
aan die hoof staan van werknemers wat bekisting afbreek;  
plaatgaas aan timmerhout heg;  
betonpaneelmure vir opslaanhuisenhede in gietvorms by die fabriek afstryk;  
voegstryking van baksteenwerk;  
lei- of baksteenplaveisel lê, met inbegrip van bedwerk en voegstryking;  
stormwaterriole lê;  
'n roterende soliede skyftipe masjien wat sement of granolitiese vloere afvlak, bedien wanneer sodanige masjien gebruik word vir voorbereidingswerk voordat 'n ambagsman die vloere verder afwerk;  
flodderwerk;  
akoestiek materiaal aan mure en plafonne spuit;  
pleister op oppervlakke aanpak.

*By verfwerk en beglasing:*

Alle werk ter voorbereiding vir die aanbring van Kenitex of dergelike materiaal volgens 'n meganiese metode;  
droë distemper aanbring;  
stryksellae aanbring;  
die eerste laag P.V.A. aanbring;  
die eerste lae op oppervlakke wat in die winkel van 'n grondlaag voorsien is of wat nie gevef is nie, aanbring in verf-, beits- en verniswerk, uitgesonderd daardie werksaamhede wat deur 'n ambagsman verrig word;  
distemper aanbring wat met olie aangemaak is;  
by opknappingswerk: Afstroop, verheldering, bywerk en soortgelyke werksaamhede ter voorbereiding vir die aanbring van afwerklae deur 'n ambagsman;  
die aanbring van witkalk en sementstryksel op alle oppervlakke, uitgesonderd soos in die woordskrywing van "bou-assistent, graad I," bepaal is;  
die aanbring van 'n vloeibare herverglanser op baksteenwerk of slasto;  
grondlae aan alle oppervlakke aanbring;  
grondlae aan vensters en sponnings aanbring voordat ruite ingesit word;  
die bespuiting van dakke met Kenitex of dergelike stowwe;  
die aanbring van dekoratiewe bitumastik aan rioolpype;  
die aanbring van verf op dakke, geute en geutpype.

*By skrynwerk, houtmasjienwerk, winkel-, kantoor- en bank-uitrustingswerk:*

Alle tipes werk waar die getal artikels so groot is dat sodanige artikels aanmeakaarsit kan word volgens setmate wat deur 'n ambagsman gemaak en opgestel moet word;  
deure, rame, skuiframe en dergelike skrynwerk van standaardpatrone aanmeakaarsit;  
planke en blaaie vasklamp of las;  
rame, deure en blaaie klamp;  
wie met die hand saag en afwerk;  
gate met 'n masjien boor;  
bord aan voorkante van raamwerk aanbring in werkwinkel;  
dwarssaagmasjiene voer;  
ruitkraallyste en -platstukke aanbring;  
rame aanmeakaarsit met kartelkramme;  
randstukke aan rakke en platbordstukke wat in massa in werkwinkels geproduseer is, lym en vassit;

mass production of cupboard work:

- (a) Assembling in standard jigs;
- (b) fitting bearers and plinths to cupboards in jigs;
- (c) assembling cupboards in jigs;
- (d) fitting hinges to cupboard doors in jigs;
- (e) fitting handles and catches to cupboard in jigs;

morticing or drilling of doors for locks;

nailing backs to fittings;

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

operating automatic press;

operating door or sash clamps;

operating drum and belt sanders;

operating edge trimming machines;

operating woodworking machine in a workshop under supervision;

placing veneered or plain or byanide/bynalast clad panels of a chipboard or gypsum or asbestos cement manufacture in position and pressing the holding cover strips in position; sandpapering of counter tops and similar surfaces.

#### *In plumbing:*

Assembling and fitting of lead, copper, plastic, or other types of piping for waste, soil, water (hot or cold), central heating, cooling, fire, gas or similar installations when assembled and fitted in workshop in mass produced units for housing;

assembling and fixing of asbestos, galvanised iron, plastic or other material gutters and downpipes, excluding downpipes in columns;

caulking of joints to cast iron pipes, excluding lead caulking;

fitting of sheet metal work;

jointing, other than bitumen jointing to w.c. pans;

operating bending and/or body forming machines;

rivetting on site.

#### *In carpentry:*

All concrete formwork;

morticing for locks and hinges, using jig or template, with power tools;

the fixing, cutting and drilling of rafters, purlins, bearers, boarding, roofing felt, bracing, ceiling boards, wallplates, joists and floor boards.

#### *In carpentry (roofing):*

Fixing battens for asbestos slates, sheets and tiles in pre-marked position;

fixing corrugated iron and asbestos roofing to steel backing;

fixing in position asbestos, metal or other material gutters, downpipes and accessories;

fixing in position Bix Six, Canadian pattern, fibreglass, P.V.C., plastic and aluminium sheets or sheets of any other material and accessories;

fixing waterproof sheeting;

jointing to asbestos and metal gutters;

roof tiling and slating;

"operator, Grade II," means an employee engaged in any or all of the following operations:

Applying solution to cement tiles on roofs, using a block brush;

caulking of joints in drains under supervision;

feeding material to roller-feed wood-working machine under supervision;

fixing metal windows into wood or metal surrounds;

fixing of steel spring clips to aluminium cover strips;

fixing of Q.C. Decking Plates;

flame treatment under supervision;

mixing, application and spreading of adhesives preparatory to the setting of flooring blocks, tiles, sheeting and similar materials;

mixing concrete by machine under supervision;

operating a carborundum saw for brick cutting;

operating a dunter, excluding a hand dunter;

operating a hoist;

operating stone polishing machinery and compressors for stone work;

operating a power driven grinding machine on metal or filing by hand;

operating an electrically driven orbital sander using sand/

massaproduksie van kaswerk—

(a) volgens standaardsetmate aanmeekaarsit;

(b) drabalke en plinte volgens setmate in kaste aanbring;

(c) kaste volgens setmate aanmeekaarsit;

(d) skarniere volgens setmate aan kasdeure aanbring;

(e) handvatsels en knippe volgens setmate aan kaste aanbring;

tapgate in deure maak of gate daarin boor vir slotte;

rugstukke aan toebehore vasspyker;

laaie en bakke (met inbegrip van bome) in werkwinkel vasspyker;

outomatiese pers bedien;

deur- of vensterraamklampe bedien;

trommel- en bandskuurmasjiene bedien;

randafwerkmasjiene bedien;

houtwerkmasjiene in 'n werkwinkel onder toesig bedien;

fineer- of gewone paneelwerk of paneelwerk met vyanide/bynalast bedek, wat van spaanderbord of gips of asbessement vervaardig is, in posisie plaas en die dekstroke in posisie druk;

blaai van toonbanke en dergelike oppervlakke skuur.

#### *By loodgieterswerk:*

Lood-, koper-, plastiek- of ander soorte pype aanmeekaarsit en aanbring vir afval-, riool-, water- (warm of koud), sentrale verwarmings-, verkoelings-, stook-, gas of dergelike installasies wanneer in massaproduksie-eenhede vir behuising in werkwinkels aanmeekaarsit en gemonteer;

geute en geutpype van asbes, gegalvaniseerde yster, plastiek of ander materiaal, uitgesonderd geutpype in pilare, aanmeekaarsit en vassit;

lasse in gietysterpype kalfater, uitgesonderd loodkalfaterwerk;

Plaatmetaalwerk aanbring;

voegstrykwerk, uitgesonderd bitumenvoegstrykwerk aan spoellatrinepanne, verrig;

buig- en/of fatsoeneermasjiene bedien;

klinknaelwerk op terrein verrig.

#### *By timmerwerk:*

Alle betonvormwerk;

met kraggereedskap tapgate vir slotte en skarniere maak volgens setmate of leipatrone;

dakspare, kapplatte, drabalke, planke, dakvilt, latwerk, plafonplanke, muurplate, balke en vloerplanke vassit, saag en gate daarin boor.

#### *By timmerwerk (dakwerk):*

Stroke vir asbesleie, -plate en -dakpanne in voorafgemerkte posisies vassit;

dakbedekking van golfyster en asbes aan staalagterwerk vassit;

geute, geutpype en toebehore van asbes, metaal of ander materiaal in posisie vassit;

plate, nl. "Big Six"-plate en plate van Kanadese patroon, van veselglas, pvc, plastiek en aluminium, of plate van enige ander materiaal, en toebehore in posisie vassit;

waterdigtingsplate vassit;

voegstrykwerk aan asbes- en metaalgeute verrig;

pan- en leidekwerk aan dakke verrig;

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

Rubberlym aan sementteëls op dakke aanbring met behulp van 'n koolborsel;

lasse in riole onder toesig kalfater;

onder toesig materiaal voer in houtwerkmasjiene met roltoevoer;

metaalvensters in hout- of metaalomrandings vassit;

staalveerklemme aan aluminiumdekstroke vassit;

Q.C.-dekplate aansit;

vlambehandeling onder toesig;

kleefstowwe meng, aanbring en sprei ter voorbereiding vir die lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal;

onder toesig beton met behulp van 'n masjiene meng;

'n karborundom saag vir steensaagwerk bedien;

'n duntermasjiene, uitgesonderd 'n handduntermasjiene, bedien;

'n hystoestel bedien;

klippoleermasjinerie en kompressors vir klipwerk bedien;

'n kragaaangedrewe slypmasjiene op metaal bedien of vylwerk met die hand verrig;

'n elektries aangedrewe baanskuurmasjiene bedien, met gebruikmaking van skuur-/waterpapier van graad 400 tot

operating sand blasting machine under supervision;  
the application of back putty and cleaning of excess tags thereto under supervision;

the laying of blocks not bedded in mortar or mastic, where no artisan's tools are used;

the laying to jigs of blocks, bedded in mortar or mastic, where no artisan's tools are used;

"overtime" means all time worked in excess of the hours of work prescribed in clause 8;

"piece-work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

"special savings stamps" means the official stamp referred to in clause 22 (11) and which is issued by the Council.

"structure" includes walls, boundary, garden and retaining walls, monuments and memorials of all types;

"suitable sleeping accommodation" means a waterproof shelter capable of being securely locked, with a wooden floor and the necessary washing and lavatory accommodation;

"working employer" or "partner" means an employer or any partner in a partnership who is an employer, and who himself performs any work included in the definition of the "Building Industry."

#### 4. WAGES

(1) The minimum wages which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:

Class of employee	Per hour cent
(a) Building assistant Grade I.....	65
(b) Building assistant Grade II.....	63
(c) Driver of a mechanical vehicle with a net carrying capacity—	
up to and including 1 814 kg.....	79
over 1 814 kg and including 4 536 kg.....	90
over 4 536 kg.....	104
(d) Operator of power crane.....	104
(e) Operator Grade I.....	104
Operator Grade II.....	68
(f) Artisan.....	190

In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged.

(2) (a) The wages prescribed in subclause (1) (a), (b), (c), (d) and (e) shall be subjected to the following yearly adjustments as set out hereunder, on the first pay period in November of each year after the publication of the *Government Gazette* giving the index figure for the month of August of that year. ("Index Figure" means the consumer price index figure for East London relating to all items, as published by the Department of Statistics in the *Government Gazette* in respect of the said area compared with the average for 1975.)

(b) Current wage rate, multiplied by the new consumer price index figure and divided by the index figure on which the current wage rate was calculated, the adjustment to be rounded off to the nearest cent.

For the purpose of this clause, the term "current wage rate" shall mean the minimum prescribed wage as adjusted in accordance with the formula set out in this subclause which is payable immediately prior to the commencement of the aforesaid first pay-week and the term "new consumer price index figure" shall mean the price index figure for the month of August, immediately preceding the adjustment.

For the purpose of the adjustment to be made in November 1979, the index figure on which the wages, prescribed as at 31 July 1979 were calculated shall be taken, as 149,1.

(c) The wages prescribed in subclause (1) (f) shall be subject to the following half-yearly adjustments as set out hereunder on the first pay period in May and November each year, after publication of the *Government Gazette* for February and August of that year reflecting the change in the Index Figure. ("Index Figure" means the Consumer Price Figure for East London relating to all items as published by the Department of Statistics in the *Government Gazette* in respect of the said Area compared with the average for 1975.)

'n sandstralingsmasjiën onder toesig bedien;

stopverfbed aanbring en oorskietstukkies daarvan onder toesig verwyder;

blokke lê wat nie in dagha of mastik gelê word nie, sonder om die gereedskap van 'n ambagsman te gebruik;

blokke volgens setmate in dagha of mastik lê, sonder om die gereedskap van 'n ambagsman te gebruik;

"oortydwerk" alle tyd wat daar meer as die werkure in klousule 8 voorgeskryf, gewerk word;

"stukwerk" 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, bereken word slegs op die hoeveelheid werk gedoen, of die werkproduksie, afgesien van die tyd wat aan sodanige werk bestee is;

"spesiale spaarseël" die amptelike seël in klousule 22 (11) wat deur die Raad uitgereik word;

"bouwerk" ook mure, grens-, tuin- en keurmure, monumente en alle soorte gedenkstone;

"geskikte slaapplek" 'n waterdigte skuiling wat stewig toegesluit kan word, wat 'n houtvloer en die nodige was- en latrinegeriewe het;

"werkende werkgewer" of "vennoot" 'n werkgewer of 'n vennoot in 'n vennootskap wat 'n werkgewer is en self werk verrig wat in die woordskrywing van die "Bounywerheid" ingesluit word.

#### 4. LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is as volg:

Klaswerknemer	Per uur Sent
(a) Bou-assistent, graad I.....	65
(b) Bou-assistent, graad II.....	63
(c) Drywer van 'n meganisme voertuig met 'n netto dravermoë van—	
tot en met 1 814 kg.....	79
meer as 1 814 kg tot en met 4 536 kg.....	90
meer as 4 536 kg.....	104
(d) Bediener van 'n kragkraan.....	104
(e) Werksman, graad I.....	104
Werksman, graad II.....	68
(f) Ambagsman.....	190

By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms, word hy geag tot dié klas te behoort waarin hy uitsluitlik of hoofsaaklik werksaam is.

(2) (a) Die lone in subklousule (1) (a), (b), (c), (d) en (e) voorgeskryf, is onderworpe aan die jaarlikse aanpassings, soos hieronder uiteengesit, gedurende die eerste betaaltydperk in die maand November elke jaar na publikasie van die *Staatskoerant* waarin die indekssyfer vir die maand Augustus in daardie jaar gemeld word. ("Indekssyfer" beteken die verbruikersprysindekssyfer vir Oos-Londen, wat betrekking het op alle items ten opsigte van genoemde gebied vergeleke met die gemiddelde syfer vir 1975 soos deur die Sekretaris van Statistiek in die *Staatskoerant* gepubliseer.)

(b) Die geldende loontarief, vermenigvuldig met die nuwe verbruikersprysindekssyfer en gedeel deur die indekssyfer waarvolgens die geldende loontarief bereken is, en die aanpassing moet tot die naaste sent afgerond word.

Vir die toepassing van hierdie klousule beteken die uitdrukking "geldende loontarief" die minimum voorgeskrewe loon soos aangepas ooreenkomstig die formule in hierdie subklousule uiteengesit, wat betaalbaar is onmiddellik voor die aanvang van voormelde eerste betaalweek, en die uitdrukking "nuwe verbruikersprysindekssyfer" beteken die prysindekssyfer vir die maand Augustus wat die aanpassing onmiddellik voorafgaan.

Vir die doel van die aanpassing wat in November 1979 gemaak moet word, moet die indekssyfer waarop die lone soos voorgeskryf op 31 Julie 1979 bereken is, gereken word as 149,1.

(c) Die lone in subklousule (1) (f) voorgeskryf, is onderworpe aan die halfjaarlikse aanpassings, soos hieronder uiteengesit, gedurende die eerste betaaltydperke in die maande Mei en November elke jaar na publikasie van die *Staatskoerant* waarin die indekssyfers vir die maande Februarie en Augustus in daardie jaar gemeld word, wat die verandering in die indekssyfer weergee. ("Indekssyfer" beteken die verbruikersprysindekssyfer vir Oos-Londen, wat betrekking het op alle items ten opsigte van genoemde gebied vergeleke met die gemiddelde vir 1975 soos deur die Sekretaris van Statistiek in die *Staatskoerant* gepubliseer.)

(d) The following formula will be used to adjust wages in November and May each year:

$$\frac{1}{3} \left( \frac{\text{Current wage} \times \text{current C.P.I.}}{\text{Previous C.P.I.}} - \text{Current wage} \right)$$

The adjustment so reached shall be rounded off to the nearest cent. The cent per hour increase shall be added to the current wage, this will then constitute the new wage for the following six months.

For the purpose of this clause current wage shall mean the prescribed wage being paid immediately prior to adjustment.

Current Consumer Price Index Figure shall mean the February figure in the case of the May increase and the August figure in the case of the November increase. Previous Consumer Price Index Figure shall mean the Figure used to calculate the previous adjustment.

For the purpose of the adjustment to be made in November 1979, the Index Figure on which the wages prescribed as at 25th January 1979 were calculated, shall be taken as 142,03.

(3) *Differential wage.*—An employer who requires or permits a member of one class of his employees to perform, either in addition to his own work or in substitution therefor, work of another class for which a higher wage than that of his own class is prescribed in subclause (1), shall pay to such employee the higher wage applicable to the other class of work performed, in respect of each hour or part of an hour in the aggregate so worked on any day, during which the employee was employed on such other class of work.

(4) *Payment for dangerous work.*—In addition to the wage prescribed in subclause (1), an employer shall pay to his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which such employee is engaged on dangerous work.

(5) *Minors* during the probationary period allowed by the Apprenticeship Act, shall be paid not less than first year apprenticeship rate of wages.

(6) *Waiting time.*—Whenever, due to slackness of trade or unavoidable delays in securing delivery of materials, or other causes beyond the control of employers, it is found to be impossible to continue working on any day, employers shall be liable only to pay their employees full wage and allowances as prescribed in the Agreement for all time spent on the job, up to the time of being instructed to stop work.

Whenever an employee reports for duty in the usual way on any working day at the normal starting time and there is no work for him, other than on account of inclement weather, he shall be paid an amount equal to two hours' pay as if he had in fact worked, unless he had been notified by his employer, on the previous working day that his services would not be required on the day in question.

(7) *Attendance allowance.*—Every employee referred to in subclause (1) (a) to (e) shall be paid an attendance allowance of 2c per hour for every ordinary hour worked during any week, which shall be in addition to his ordinary wage: Provided that where such employee does not work the full number of hours prescribed in the Agreement, the allowance shall not be paid in respect of any hours worked. This allowance shall be paid at the same time as his other remuneration is paid and is not payable on overtime.

(8) *Free issue of overalls.*—Every employee referred to in subclause (1) (a) and (b) shall be given either one free overall per annum or be paid 15c per week in lieu thereof, at the discretion of the employer.

##### 5. "LABOUR ONLY" CONTRACT

(1) No employer shall give out and/or perform work on a "labour only" contract basis.

(2) No employee shall undertake and/or perform work on a "labour only" contract basis.

For the purpose of this clause the term "labour only contract" shall include any contract for which the contractor or employer does not supply the required materials for the completion of the contract or the performance of the work.

##### 6. PAYMENT OF WAGES, OVERTIME, AND OTHER REMUNERATION

(a) Wages, earnings for overtime and all other remuneration due shall be paid in cash weekly during work hours and not later than 16h30 on Fridays or on termination of employment if this takes place before the ordinary pay day of the

(d) Die volgende formule word gebruik om lone in November en Mei elke jaar aan te pas:

$$\frac{1}{3} \left( \frac{\text{Geldende loon} \times \text{Geldende verbruikersprysindeks}}{\text{Vorige verbruikersprysindeks}} - \text{Geldende loon} \right)$$

Die aanpassing wat sodoende verkry word, moet tot die naaste sent afgerond word. Die sent-per-uur-verhoging word by die geldende loon gevoeg, wat dan die nuwe loon vir die volgende ses maande sal uitmaak.

Vir die toepassing van hierdie klousule beteken "geldende loon" die voorgeskrewe loon wat onmiddellik voor aanpassing betaal word. "Geldende verbruikersprysindeks" beteken die Februarie-syfer in die geval van die verhoging in Mei, en die Augustus-syfer in die geval van die verhoging in November. "Vorige verbruikersprysindeks" beteken die syfer wat gebruik is om die vorige aanpassing te bereken.

Vir die doel van die aanpassing wat in November 1979 gemaak moet word, moet die indekssyfer waarop die lone soos voorgeskryf op 25 Januarie 1979 bereken is, gereken word as 142,03.

(3) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om, of benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) voorgeskryf word, moet sodanige werknemer dié hoër loon wat van toepassing is op die ander klas werk wat verrig is, betaal ten opsigte van elke uur of gedeelte van 'n uur wat altesaam aldus gewerk word op 'n dag waarin die werknemer sodanige ander klas werk verrig.

(4) *Betaling vir gevaarlike werk.*—Benewens die loon voorgeskryf in subklousule (1), moet 'n werkgewer sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur wat sodanige werknemer gevaarlike werk doen.

(5) *Minderjariges* moet gedurende die proeftydperk wat die Wet op Vakleerlinge toelaat, minstens die loon vir die eerste jaar van vakleerlingskap voorgeskryf, betaal word.

(6) *Wagtyd.*—Wanneer dit as gevolg van 'n bedryfslapte of onvermydelike vertraging in verband met die aflewering van materiaal of ander oorsake buite die beheer van werkgevers, onmoontlik is om op 'n dag met die werk voort te gaan, is werkgevers slegs daarvoor aanspreeklik om hul werknemers volle lone en toelaes, soos voorgeskryf in hierdie Ooreenkoms, te betaal vir alle tyd wat aan die werk bestee is tot op die tydstip waarop opdrag gegee is om die werk te staak.

Wanneer 'n werknemer hom op die gebruikelike manier op 'n werkdag op die gewone aanvangstyd vir werk aanmeld en daar geen werk vir hom is nie, mits dit nie as gevolg van slegte weer is nie, moet hy 'n bedrag betaal word wat gelyk is aan betaling vir twee uur asof hy inderdaad gewerk het, tensy sy werkgewer hom op die vorige werkdag in kennis gestel het dat sy dienste nie op die betrokke dag nodig sal wees nie.

(7) *Bywoningstoelae.*—Elke werknemer in subklousule (1) (a) tot (e) bedoel, moet benewens sy gewone loon 'n bywoningstoelae van twee sent per uur betaal word vir elke gewone uur wat hy gedurende 'n week gewerk het: Met dien verstande dat wanneer sodanige werknemer nie die volle aantal ure wat in die Ooreenkoms voorgeskryf is, werk nie die toelae nie vir enige ure wat daar wel gewerk is, betaal word nie. Hierdie toelae moet gelyktydig met sy ander vergoeding betaal word en is nie betaalbaar ten opsigte van oortydwerk nie.

(8) *Gratis uitreiking van oorpakke.*—Elke werknemer in subklousule (1) (a) en (b) bedoel, moet of een gratis oorpak per jaar ontvang of 15c per week in plaas daarvan betaal word, na die werkgewer se oordeel.

##### 5. KONTRAK VIR "SLEGS ARBEID"

(1) Geen werkgewer mag werk op 'n kontrakgrondslag van "slegs arbeid" uitbestee en/of verrig nie.

(2) Geen werknemer mag werk op 'n kontrakgrondslag van "slegs arbeid" onderneem en/of verrig nie.

Vir die toepassing van hierdie klousule omvat die term "kontrak slegs vir arbeid" enige kontrak waarvoor die kontrakteur of werkgewer nie die nodig materiaal vir die uitvoering van die kontrak of die verrigting van die werk verskaf nie.

##### 6. BETALING VAN LONE, OORTYD- EN ANDER BESOLDIGING

(a) Lone, oortydverdienste en alle ander besoldiging wat verskuldig is, moet weekliks gedurende werkure en nie later nie as 16h30 op Vrydae, of by diensbeëindiging indien dit voor die gewone betaaldag van die werknemer plaasvind,

employee. When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding.

(b) Wages, earnings for overtime and any other remuneration due shall be handed to employees in sealed envelopes, or in any other manner approved by the Council, bearing the name of the employee, number of ordinary and overtime hours worked, any deductions which may have been made and the amount enclosed.

(c) Subject to the provisions of clauses 22 (1) and 31 (1) no deduction of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than the amount which an employer is legally or in terms of an order of any competent court required or permitted to make.

## 7. WALKING TIME AND TRANSPORT

(1) Whenever a job is situated outside a radius of 10 kilometres but within a radius of 14 kilometres from the Main Post Office of East London, the employer shall pay to each employee employed on such a job an allowance of 3c for every kilometre or portion of kilometre of the distance which the job is situated beyond such 10 kilometre radius.

(2) The allowance shall be payable for both ways daily but shall be calculated separately each way.

(3) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing.

(4) Any time occupied by the employee in proceeding to or from work shall not be deemed to be part of the ordinary hours of work or overtime.

(5) An employee entitled to walking time or transport allowance shall claim and shall be paid such allowance weekly.

(6) For the purpose of this clause "suitable transport" shall mean transport provided with waterproof covering and planed wooden seating.

(7) Whenever a job is situated in a Non-White area, where no White bus service operates, the employer shall provide suitable transport for employees from the nearest point served by White bus service, to and from such job.

## 8. HOURS OF WORK

(1) (a) Subject to the provisions of subclause (4) of this clause and clause 9, an employer shall not require or allow an employee to work and an employee shall not work earlier than 07h30 between 12h30 and 13h30, nor later than 17h00 on any day from Monday to Thursday inclusive, or later than 16h30 on Fridays.

(b) Notwithstanding the provisions of subclause (1) (a) and (4) an employer may permit building assistants, Grade I, and building assistants, Grade II, to commence work at 07h00 on any working day.

(2) The ordinary hours of work of an employee shall not exceed—

(a) in the case of building assistants, Grade I, building assistants, Grade II, operators, Grade I, operators, Grade II, and a driver of a mechanical vehicle—

(i) forty-three and two-thirds hours in any week from Mondays to Fridays;

(ii) eight hours and fifty minutes in any day from Monday to Thursday, inclusive; eight hours and twenty minutes on Fridays;

(b) in the case of all other employees—

(i) forty-two hours in any week from Monday to Friday, inclusive;

(ii) eight and one-half hours in any day from Monday to Thursday, inclusive, and eight hours on Friday.

(3) subject to the provisions of subclause (7), no employee shall be allowed to work more than five hours continuously without an uninterrupted interval of one hour.

(4) With the consent of the Council an employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours except under the condition prescribed in clause 9 of this Agreement; and provided further that, subject to the provisions of clause 9 (2), an employee employed on a shift which commences after 17h00 or ceases later than 08h00 shall be paid the wages prescribed in clause 4 plus 10 per cent.

(5) No employee shall solicit, undertake or perform any work or ply his trade or any trade or subdivision thereof mentioned in the definition of "Building Industry" whether for remuneration or not, for or on behalf of any person,

betaal word. As Vrydag 'n vakansiedag in die Bounywerheid is, moet betaling op die voorafgaande Donderdag geskied.

(b) Lone, oortydverdienste en alle ander besoldiging wat verskuldig is, moet aan werknemers oorhandig word in verselde koeverte, of op enige ander manier wat die Raad goedkeur, waarop die naam van die werknemer, die getal gewone en oortydure gewerk, alle bedrae wat afgetrek mag gewees het en die bedrag wat ingesluit word, gemeld word.

(c) Behoudens klousules 22 (1) en 31 (1), mag geen bedrag hoegenaamd van die bedrae wat ten opsigte van lone, oortydverdienste en/of 'n ander vorm van besoldiging aan 'n werknemer verskuldig is, afgetrek word nie, uitgesonderd die bedrag wat 'n werkgewer regtens of kragtens 'n bevel van 'n bevoegde hof moet of mag aftrek.

## 7. STAPTYD EN VERVOER

(1) Wanneer 'n werk buite 'n straal van 10 kilometer maar binne 'n straal van 14 kilometer vanaf die Hoofposkantoor, Oos-Londen, geleë is, moet die werkgewer aan elke werknemer wat by sodanige werk werksaam is, 'n toelae van 3c betaal vir elke kilometer of gedeelte van 'n kilometer van die afstand wat die werk buite sodanige straal van 10 kilometer geleë is.

(2) Die toelae is daaglik vir albei rigtings betaalbaar, maar moet vir elke rigting afsonderlik bereken word.

(3) 'n Werkgewer is daarop geregtig om, in plaas van bogenoemde, geskikte vervoer in albei rigtings te verskaf.

(4) Alle tyd wat 'n werknemer bestee om by die werk te kom of daarvandaan terug te keer, word nie geag deel te vorm van die gewone werkure of oortydwerkure nie.

(5) 'n Werknemer wat op staptyd- of vervoertoelae geregtig is, moet sodanige toelae weekliks eis en betaal word.

(6) Vir die toepassing van hierdie klousule beteken "geskikte vervoer" vervoer wat van waterdigte bedekking en geskaafde houtsitplekke voorsien is.

(7) Wanneer 'n werk binne 'n Nie-Blanke gebied geleë is waar daar geen Blanke busdiens is nie, moet die werkgewer vanaf die naaste punt wat deur die Blanke busdiens bedien word, geskikte vervoer vir werknemers na en van sodanige werk verskaf.

## 8. WERKURE

(1) (a) Behoudens subklousule (4) van hierdie klousule en klousule 9, mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat om vroeër as 07h30 tussen 12h30 en 13h30 of later as 17h00 op enige dag van Maandag tot en met Donderdag, of later as 16h30 op Vrydae te werk nie, en mag 'n werknemer ook nie sodanige ure werk nie.

(b) Ondanks subklousules (1) (a) en (4), kan 'n werkgewer bou-assistente, graad I, en bou-assistente, graad II, toelaat om op 07h00 op 'n werkdag te begin werk.

(2) Die gewone werkure van 'n werknemer mag hoogstens die volgende wees:

(a) In die geval van bou-assistente, graad I, bou-assistente, graad II, werksmanne, graad I, werksmanne, graad II, en 'n drywer van 'n meganiese voertuig—

(i) drie-en-veertig en twee derde uur in 'n week vanaf Maandag tot en met Vrydag;

(ii) agt uur en vyftig minute op 'n dag vanaf Maandag tot en met Donderdag; agt uur en twintig minute op Vrydae;

(b) in die geval van alle ander werknemers—

(i) twee-en-veertig uur in 'n week vanaf Maandag tot en met Vrydag;

(ii) agt en 'n half uur op 'n dag vanaf Maandag tot en met Donderdag, en agt uur op Vrydag.

(3) Behoudens subklousule (7), mag geen werknemer toegelaat word om vir meer as vyf uur aaneen te werk nie sonder 'n ononderbroke pouse van een uur.

(4) Met die toestemming van die Raad kan 'n werkgewer werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk: Met dien verstande egter dat geen werknemer meer as een skof gedurende 'n tydperk van 24 uur mag werk nie, behalwe op die voorwaarde wat in klousule 9 van hierdie Ooreenkoms voorgeskryf word; en voorts met dien verstande dat, behoudens klousule 9 (2), 'n werknemer wat 'n skof werk wat na 17h00 begin of na 08h00 ophou, die loon betaal moet word wat in klousule 4 voorgeskryf word, plus 10 persent.

(5) Geen werknemer mag buite die ure voorgeskryf in, of wat vasgestel mag word ingevolge hierdie Ooreenkoms, of op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiektag, Geloftegedag of gedurende die jaar-

accordance with this Agreement, nor on Saturdays, Sundays, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, or during the annual holiday period specified in clause 19, whilst in the regular employ of an employer in the Building Industry, except where the prior consent of the Council has been obtained in writing: Provided that such an employee may perform work for himself only.

(6) No work other than that specified in clause 9 (1) shall be performed on Sundays, Good Friday, Easter Monday, Ascension Day, Republic Day or Day of the Covenant, and all such work performed on such days shall be paid for at the rate prescribed in clause 9 (2) (c).

(7) Whenever an employer and at least 75 per cent of his employees so agree, and subject to the written consent of the Council, employees may be allowed a lesser period of uninterrupted interval after five hours continuous work, provided that such lesser period shall not be less than half an hour.

### 9. OVERTIME

(1) Subject to the provisions of subclauses (2) and (3) an employer may allow his employees to work two hours overtime from Monday to Friday.

(2) Subject to the provisions of clause 8 (4) an employee from whom wages are prescribed in clause 4 (1), who is required to work overtime shall be paid not less than—

(a) his hourly wage plus the amount set forth hereunder in respect of each hour or part of an hour for the first two hours' overtime worked per day from Mondays to Fridays, inclusive:

	Cent
(i) Building assistant, Grade II.....	1
(ii) Building assistant, Grade I.....	1
(iii) Driver of a mechanical vehicle with a net carrying capacity—	
up to and including 1 814 kg.....	3
over 1 814 kg up to and including 4 536 kg.....	4
over 4 536 kg.....	5
(iv) Operator of power crane.....	5
(v) Operator, Grade I.....	5
Operator, Grade II.....	4
(vi) Artisan.....	7,50

(b) one and one-third times his hourly wage in respect of each hour or part of an hour worked—

(i) in excess of two hours overtime worked per day from Mondays to Fridays;

(ii) prior to noon on Saturdays;

(c) one and one-half times his hourly wage in respect of each hour or part of an hour worked;

(i) after noon on Saturdays;

(ii) on Sundays and until 07h30 on Mondays;

(iii) during the annual holiday period prescribed in clause 19.

(3) No employer shall permit his employee to work and no employee shall work more than 10 hours overtime in any week.

(4) Subject to the written consent of the Council and to subclauses (2) and (3), plumbers may retain the services of one artisan and one building assistant Grade II, on stand-by work for the maximum period of four hours, before noon on Saturdays.

For the purposes of this subclause "stand-by work" means the retention of an employee on duty awaiting call out on essential services and/or emergency work.

### 10. TERMINATION OF EMPLOYMENT

An employee desirous of terminating an engagement with an employer, and an employer desirous of terminating the services of an employee, shall give the following periods of notice of such termination of employment to the employer or employee, as the case may be:

(a) In the case of building assistants, Grade II, during the first week of employment, one hour's notice;

(b) in the case of building assistants, Grade II, after the completion of one week of employment, 24-hours' notice;

(c) in the case of carpenters and joiners, not less than two hours' notice, during which period such employee shall be allowed to put his tools in order.

nog in die diens van 'n werkgewer in die Bounwyerheid is, enige werk aanvra, onderneem of verrig nie, of sy ambag of enige ambag of onderafdeling daarvan wat in die woordomskrywing van die "Bounwyerheid" gemeld word, uitoefen nie, afgesien daarvan of hy daarvoor besoldig word of nie en of dit vir of namens enigiemand is of nie, tensy skriftelike toestemming vooraf van die Raad verkry is: Met dien verstande dat sodanige werknemer slegs vir homself mag werk.

(6) Geen werk, uitgesonderd die wat in klousule 9 (1) gespesifiseer word, mag op Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag of Gelofte dag verrig word nie, en daar moet vir al sodanige werk wat op sodanige dae verrig word, betaal word teen die loon in klousule 9 (2) (c) voorgeskryf.

(7) Wanneer 'n werkgewer en minstens 75 persent van sy werknemers daartoe instem, en behoudens die skriftelike toestemming van die Raad, kan werknemers 'n korter tydperk vir die ononderbroke pouse toegelaat word na 'n aaneenlopende werkdag van vyf uur, mits sodanige korter tydperk nie korter as 'n halfuur is nie.

### 9. OORTYDWERK

(1) Behoudens subklousules (2) en (3) kan 'n werkgewer sy werknemers toelaat om twee uur oortyd te werk van Maandag tot Vrydag.

(2) Behoudens klousule 8 (4), moet 'n werknemer vir wie lone in klousule 4 (1) voorgeskryf word, en van wie daar vereis word om oortyd te werk, minstens die volgende betaal word:

(a) Sy uurloon plus die bedrag hieronder gemeld ten opsigte van elke uur of gedeelte van 'n uur vir die eerste twee uur wat daar van Maandag tot en met Vrydag per dag oortyd gewerk word:

	Sent
(i) Bou-assistent, graad II.....	1
(ii) Bou-assistent, graad I.....	1
(iii) Drywer van 'n meganiese voertuig met 'n netto dra-vermoë van—	
tot en met 1 814 kg.....	3
meer as 1 814 kg tot en met 4 536 kg.....	4
meer as 4 536 kg.....	5
(iv) Bediener van 'n kragkraan.....	5
(v) Werksman, graad I.....	5
Werksman, graad II.....	4
(vi) Ambagsman.....	7,50

(b) Een en een derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) benewens die twee uur oortyd wat van Maandag tot Vrydag per dag gewerk word;

(ii) voor 12-uur middag op Saterdag.

(c) Een en een half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

(i) na 12-uur middag op Saterdag;

(ii) op Sondag en tot 07h30 op Maandag;

(iii) gedurende die jaarlikse vakansietydperk wat in klousule 19 voorgeskryf word.

(3) Geen werkgewer mag sy werknemer toelaat om meer as 10 uur oortyd in 'n week te werk nie, en geen werknemer mag aldus langer werk nie.

(4) Mits die Raad skriftelik toestemming daartoe verleen en behoudens subklousules (2) en (3) mag loodgieters vir 'n maksimum tydperk van vier uur voor 12-uur middag op Saterdag een ambagsman en een bou-assistent, graad II, vir gereedheidsdiens in diens hou.

Vir die toepassing van hierdie subklousule beteken "gereedheidsdiens" dat 'n werknemer op sy pos gehou word gereed om vir noodsaaklike dienste en/of noodwerk uitgeroep te word.

### 10. DIENSBEËINDIGING

'n Werknemer wat sy diens by 'n werkgewer wil beëindig, en 'n werkgewer wat die diens van 'n werknemer wil beëindig, moet aan die werkgewer of die werknemer, na gelang van die geval, die volgende tydperke kennis gee van sodanige diensbeëindiging:

(a) In die geval van bou-assistente, graad II, gedurende hul eerste week diens, een uur kennis;

(b) in die geval van bou-assistente, graad II, na voltooiing van een week diens, 24 uur kennis;

(c) in die geval van timmermans en skrynwerkers, minstens twee uur kennis, en gedurende dié tydperk moet sodanige

(d) in the case of all other employees, not less than one hour's notice:

Provided that employment shall not in any case terminate before the finishing time prescribed in clause 8.

(e) An employee giving notice shall be paid wages due to him not later than the Friday following the termination of his service.

## 11. STORAGE AND PROVISION OF TOOLS

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops shall be insured by the employer against loss by fire. If such tools are not insured the employer shall be liable to make good any loss of such tools due to fire.

(2) Employers shall supply grindstones for sharpening tools on the job. This subclause shall not apply to jobbing work.

(3) Employers shall provide in the case of:

(a) *Asphalters* — rollers, brushes, straight-edges of 2,40 m and over, top-boots, gloves and overalls.

(b) *Carpenters* — all cramps, handscrews, glue-brushes, wrenches, crow-bars, augers and bits over 30 cm long, hammers over 1 800 gram and saws for asbestos roofing.

(c) Files for sharpening of saws used in cutting of asbestos and similar hard material.

(d) *Masons and stone-cutters* —

(i) tools for working granite or hard stone, and claws;

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

(iii) an employee to sharpen all tools.

(e) *Painters and paper hangers* — all tools except putty knives, scrapers, dusters and paperhangers, brushes and scissors.

(f) *Plasterers* — dagga boards and stands of suitable height, rollers, straight-edges of 2,40 m and over, and special granolithic tools;

(g) *Plumbers and gasfitters* —

(i) machines used in shop or on job;

(ii) stake and rebitting bars and drills over 6 mm in size;

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and fireports;

(vi) metal pot and large ladles;

(vii) chisels, punches and wall pins over 22,5 cm in length;

(viii) soldering irons;

(ix) files and hack-saw blades;

(x) mandrels 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 6 mm diameter, hollow or solid;

(xiv) wrenches and tongs over 45 cm in length.

## 12. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

Employers and employees shall observe the following rules:

(1) *Plasterers' modelling shops*. — The filling of moulds shall be carried out under the adequate supervision of an employee who shall be paid not less than the remuneration prescribed for employees referred to in clause 4 (1) (f), and no employee so employed shall accept wages at a lower rate.

(2) *Concrete work*. — (i) An employee employed to perform any of the following operations:

(a) Finishing surfaces;

(b) supervising the erection and fixing of reinforcing;

(c) supervising the levelling and other concrete work;

shall be paid not less than the remuneration prescribed for employees referred to in clause 4 (1) (f), and no employee

(d) in die geval van alle ander werknemers, minstens een uur kennis:

Met dien verstande dat diens in geen geval mag eindig voor die uitskeidtyd wat in klousule 8 voorgeskryf word nie.

(e) 'n Werknemer wat kennis gee, moet die loon waarop hy geregtig is, op die laaste op die Vrydag wat volg op sy diensbeëindiging betaal word.

## 11. BEWARING EN VERSKAFFING VAN GEREEDSKAP

(1) Die werkgever moet op elke werkplek 'n geskikte toeluitplek vir gereedschap verskaf. Hierdie bepaling is nie op kontrakwerk van toepassing nie. Die werkgever moet alle werknemersgereedschap in werkinkels teen verlies weens brand verseker. Indien sodanige gereedschap nie verseker is nie, is die werkgever aanspreeklik daarvoor om vir die verlies van sodanige gereedschap weens brand vergoeding te betaal.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedschap op die werkplek verskaf. Hierdie subklousule is nie op kontrakwerk van toepassing nie.

(3) Werkgewers moet die volgende verskaf in die geval van:

(a) *Asfaltwerkers* — rollers, kwaste, reihoute wat 2,40 m of langer is, kapstewels, handskoene en oorpakke.

(b) *Timmermans* — alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore wat langer as 30 cm is, alle hamers van meer as 1 800 gm en sae om asbesdak-bedekking mee te saag.

(c) Vyle om sae wat gebruik word om asbes- en soortgelyke harde materiale mee te saag, skerp te maak.

(d) *Klipmesselaars en klipkappers* —

(i) gereedskap om graniet of harde klip mee te bewerk, en kloue;

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

(iii) 'n werknemer om al die gereedschap skerp te maak.

(e) *Skilders en plakkers* — alle gereedschap behalwe stopverf-messe, skrapers, stoffers en plakkwaste en skêre.

(f) *Pleistersaars* — daghaplanke en staanders van geskikte hoogte, rollers, reihoute wat 2,40 m of langer is, en spesiale gereedschap vir granoliet.

(g) *Loodgieters en gasaanlêers* —

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

(ii) afsteekpenne en klinkstawe en bore wat groter is as 6 mm;

(iii) draadsnygereedschap soos stokke, snymoere, snytappe en sperratte;

(iv) pypsnijgereedschap en skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepele;

(vii) beitels, ponse en muurpenne wat langer as 22,5 cm is;

(viii) soldeerboute;

(ix) vyle en ystersaaglemme;

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

(xi) klinknaelstelle van grootte No. 12 en groter, en groef-gereedschap;

(xii) plaatmetaalwerkershamers en swaar klophammers;

(xiii) ponse wat meer as 6 mm in deursnee is, hol of platpunt;

(xiv) moersleutels en tange wat langer as 45 cm is.

## 12. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Werkgewers en werknemers moet die volgende reëls nakom:

(1) *Boetseerwerkwinkels van pleistersaars*. — Vorms moet gevul word onder die toereikende toesig van 'n werknemer wat minstens die besoldiging betaal word wat voorgeskryf word vir werknemers in klousule 4 (1) (f) vermeld, en geen werknemer wat aldus werk, mag laer loon aanvaar nie.

(2) *Betonwerk*. — (i) 'n Werknemer wat enigeen van die volgende werksaamhede verrig:

(a) Oppervlakke afwerk;

(b) oor die oprigting en bevestiging van wapening toesig hou;

(c) oor die gelykmaking van beton en ander betonwerk toesig hou;

moet minstens die besoldiging betaal word wat voorgeskryf word vir werknemers in klousule 4 (1) (f) vermeld, en geen

(ii) Every employer shall employ an employee at a rate not less than the remuneration prescribed for employees referred to in clause 4 (1) (f), who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of this employee to supervise other persons doing this class of work.

(3) (a) *Stone work.*—(i) An employer shall not employ any person other than a mason as an operator of a stone turning and planing machine (and/or of a diamond and carborundum sawing machine) unless such person is in receipt of wages not less than the remuneration prescribed for employees referred to in clause 4 (1) (f), and no employee so employed shall accept wages at a lower rate.

(ii) An employer shall not employ any person other than a qualified mason on work usually performed by masons.

(b) An employer shall pay an employee employed in fixing saw blades, setting stones ready for sawing and/or fixing or levelling all stones for polishing machines, wages at not less than the remuneration prescribed for employees referred to in clause 4 (1) (f) and no employee shall accept wages at a lower rate.

(c) An employer shall not permit mason's bankers to be less than 1,82 m apart or dust to be blown off with exhaust or other air during working hours.

(d) An employer shall not utilise in the Industry or in the area to which this Agreement relates, grave stones or cemetery memorials or stone of any type manufactured, dressed or partly dressed, as the case may be, in any area of the Republic of South Africa in which a scale of wages for the work involved is lower than that laid down for such work in any statutory wages regulating instrument applicable to the Building Industry in that area, or, in the absence of any such instrument in such area, than the rate laid down in any statutory wage regulating instrument operating nearest to such area.

(e) All squared stone must be worked in the employer's yard or on the job, but may be reduced in size at the quarry by the use of a spall hammer only. When the employer's yard is situated at the quarry it must be a reasonably safe distance from the working face of the quarry.

(f) *Scaffolding.*—Employers and employees shall observe the following rules: Provided that to the extent to which the Regulations in respect of Building, Demolition and Excavation Work, published under the Factories, Machinery and Building Work Act, 1941, contain provisions which are inconsistent with the provisions of this clause or contain provisions not appearing in this clause, the provisions of the said Regulations shall apply. An employer shall ensure that a scaffold shall be provided for workmen for all work that cannot safely be done from a ladder or by other means, and that all scaffolding is properly constructed of suitable and sound material, that it is erected under the direct supervision of an artisan to whom the employer shall pay not less than the rate of pay as laid down in clause 4 (1) (f).

A. *Maintenance and alteration of scaffolds.*—An employer shall ensure that all scaffolding is maintained in good and safe condition, and scaffolding shall not be taken down or substantially altered except under the direction of an artisan to whom the employer shall pay not less than the rate of pay as laid down in clause 4 (1) (f).

B. *Quality of materials.*—All scaffolds and appliances connected therewith and all ladders shall be of sound material and be of adequate strength having regard to the loads and strains to which they will be subjected, and shall at least conform to the following requirements:

(i) The wooden parts used for scaffolds, gangways, runs and ladders shall be of good quality, shall have long fibres, shall be in good condition, and shall not be painted or treated in a manner likely to hide defects.

(ii) Timber used for scaffolds shall have the bark completely stripped off.

(iii) Where necessary, boards and planks used for scaffolds shall be protected against splitting.

(iv) Metal parts of scaffolding shall have no cracks and shall be free from any corrosion or other defect likely to affect their strength.

(v) Cast-iron nails shall not be used

(ii) Elke werkgewer moet 'n werknemer teen minstens die loon voorgeskryf vir werknemers in klousule 4 (1) (f) vermeld voortdurend in diens hê terwyl beton *in situ* geplaas word, en dit is die uitsluitlike plig van hierdie werknemer om toesig te hou oor ander persone wat hierdie klas werk verrig.

(3) (a) *Klipwerk.*—(i) 'n Werkgewer mag niemand anders as 'n klipmesselaar as 'n bediener van 'n klipdraai- en skaafmasjiën (en/of 'n diamant- en karborundumsaagmasjiën) in diens neem nie, tensy sodanige persoon minstens die besoldiging ontvang wat voorgeskryf word vir werknemers in klousule 4 (1) (f) vermeld, en geen werknemer wat aldus werksaam is, mag laer lone aanvaar nie.

\* (ii) 'n Werkgewer mag niemand anders as 'n gekwalifiseerde klipmesselaar in diens neem nie vir werk wat gewoonlik deur klipmesselaars verrig word.

(b) 'n Werkgewer moet 'n werknemer wat saaglemme herstel, klippe regsit om gesaag te word en/of alle klippe vir poleermasjiene vassit of waterpas maak, minstens die besoldiging betaal wat vir werknemers in klousule 4 (1) (f) vermeld, voorgeskryf word, en geen werknemer mag laer lone aanvaar nie.

(c) 'n Werkgewer mag nie toelaat dat klipwerkbanke minder as 1,82 m van mekaar af is of dat stof gedurende werkuur met uitlaat- of ander lug afgeblaas word nie.

(d) Geen werkgewer mag in die Nywerheid of in die gebied waarop hierdie Ooreenkoms betrekking het, grafstene of grafgedenktekens of enige tipe klip gebruik nie wat, na gelang van die geval, vervaardig, afgewerk of gedeeltelik afgewerk is in enige gebied van die Republiek van Suid-Afrika waarin die loonskale vir die betrokke werk laer is as die wat vir sodanige werk vasgestel word in 'n statutêre loonreëlingsmaatreël wat op die Bounywerheid in daardie gebied van toepassing is, of indien sodanige maatreël in sodanige gebied ontbreek, laer is as die skaal vasgestel in enige statutêre loonreëlingsmaatreël wat die naaste aan daardie gebied van krag is.

(e) Alle haakse klip moet in die werkgewer se werkplaas of op die werkplek bewerk word, maar kan by die steengroef kleiner gekap word deur slegs 'n splinterhamer te gebruik. Wanneer die werkgewer se werkplaas by die steengroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef af wees.

(4) *Steiers.*—Werkgewers en werknemers moet onderstaande reëls nakom: Met dien verstande dat, vir sover daar bepalings in die Regulasies Betreffende Bou-, Slopings- en Uitgrawingswerk afgekondig kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vervat is wat onbestaanbaar is met die bepalings van hierdie klousule, of wat nie in hierdie klousule verskyn nie, die bepalings van genoemde regulasies van toepassing is. 'n Werkgewer moet verseker dat 'n steier vir werkmans verskaf word in alle gevalle waar werk nie veilig van 'n leer af of op 'n ander manier verrig kan word nie, en dat alle steiers behoorlik opgerig word van geskikte en gawe materiaal, dat dit opgerig word onder die regstreekse toesig van 'n ambagsman aan wie die werkgewer minstens die loon moet betaal soos in klousule 4 (1) (f) voorgeskryf.

A. *Onderhoud en verandering van steiers.*—'n Werkgewer moet verseker dat alle steiers in 'n goeie en veilige toestand gehou word en dat dit nie afgebreek of wesentlik verander word nie behalwe onder die toesig van 'n ambagsman aan wie die werkgewer minstens die lone moet betaal soos in klousule 4 (1) (f) voorgeskryf.

B. *Gehalte van materiaal.*—Alle steiers en toestelle in verband daarmee en alle lere moet van gawe materiaal gemaak wees en sterk genoeg wees vir die vragte en vervorming waarvan hulle blootgestel sal word en moet minstens aan die volgende vereistes voldoen:

(i) Die hout wat vir steiers, deurgange, loopplanke en lere gebruik word, moet van 'n goeie gehalte wees, moet lang vesels hê, moet in 'n goeie toestand wees en mag nie geveer of op 'n ander manier behandel word wat waarskynlik defekte sal verberg nie.

(ii) Die bas van alle hout wat vir steiers gebruik word, moet geheel en al verwyder wees.

(iii) Waar nodig, moet planke wat vir steiers gebruik word, teen barste beskerm word.

(iv) Die metaaldele van steiers mag geen krake hê nie en moet vry wees van enige korrosie of ander defekte wat waarskynlik die sterkte daarvan sal aantast.

**C. Inspection and storage of materials.**—(i) Scaffold parts, including scaffolding machines and ropes and cables, shall be examined by a responsible person to whom the employer shall pay not less than the rate of pay as laid down in clause 4 (1) (f) on each occasion before erection and shall not be used on any occasion unless in every respect they possess the qualities required for their purpose.

(ii) Any rope that has been in contact with acids or other corrosive substances or is defective shall not be used.

(iii) Unsuitable scaffolding material shall be discarded and not stacked with materials used for scaffolding.

**D. Supply and use of material and maintenance of scaffolds.**—(i) Sufficient materials shall be provided for and all be used in the construction of scaffolds.

(ii) (a) Every scaffold shall be maintained in good and proper condition and every part shall be kept fixed or secured so that no part can be displaced in consequence of normal use.

(b) No scaffold shall be partly dismantled and left so that it is capable of being used unless it continues to comply with these regulations.

**E. Pole and gabbard scaffolds.**—(i) Pole standards and the legs of gabbard scaffolds shall be—

(a) vertical or slightly inclined towards the buildings; and

(b) fixed sufficiently close together to ensure the stability of the scaffolds.

(ii) The stability of pole standards shall be secured—

(a) by letting the pole the necessary distance into the ground according to the nature of the soil; or

(b) by placing the pole on a suitable plank, adequate sole plate, or in a drum in such a manner as to prevent slipping; or

(c) in any other sufficient way.

(iii) When two scaffolds meet at the corner of a building a pole standard shall be placed at the corner on the outside of the scaffolds.

(iv) (a) Putlogs shall be practically level and securely fastened to the uprights by bolts, dogs, ropes or other efficient means.

(b) The ends of two consecutive ledgers at the same level shall be securely joined together at an upright except when special devices are used which ensure equivalent strength.

(v) (a) Putlogs shall be straight and securely fastened to the ledgers.

(b) If ledgers are not used the putlogs shall be fastened to the uprights and supported by securely fastened cleats.

(c) Putlogs which have one end supported by a wall, shall have at that end a plane supporting surface at least 100 mm deep.

(d) The dimensions of the putlogs shall be appropriate to the load to be borne by them and the distance between two consecutive putlogs on which a platform rests shall be fixed with due regard to the anticipated load and the nature of the platform flooring.

(e) The distance between two consecutive putlogs shall not exceed 1,5 m with planks not less than 38 mm thick.

(f) The requirements of paragraph (v) (e) of this regulation shall not apply in the case of platforms used for carrying light building materials only, but in the case of such platforms, the distance between the putlogs shall not exceed 2 m.

(vi) No plank used for a platform shall be less than 38 mm thick.

**F. Ladder scaffolds.**—(i) Ladder scaffolds shall be used for light work requiring little material (renovation, painting and the like).

(ii) The ladders serving as the upright of ladder scaffolds—

(a) shall be of adequate strength; and

(b) shall either—

(1) be let into the ground to the necessary depth according to the nature of the soil; or

**C. Inspeksie en opberging van materiaal.**—(i) Steierdele, met inbegrip van steiermasjiene en toue en kables, moet deur 'n verantwoordelike persoon aan wie die werkgever minstens die loon moet betaal wat in klousule 4 (1) (f) voorgeskryf word, ondersoek word elke maal voordat hulle opgerig word en mag by geen geleentheid gebruik word nie tensy hulle in alle opsigte die hoedanighede het wat vir hul doel vereis word.

(ii) Geen tou wat met 'n suur of ander vretende stowwe in aanraking was of defek is, mag gebruik word nie.

(iii) Ongesikte steiermateriaal moet weggedoen word en mag nie saam met materiaal wat vir steierdoeleindes gebruik word, gepak word nie.

**D. Verskaffing en gebruik van materiaal en onderhoud van steiers.**—(i) Voldoende materiaal moet verskaf word vir en alles moet by die bou van steiers gebruik word.

(ii) (a) Elke steier moet in 'n goeie en behoorlike toestand gehou word en elke deel daarvan moet altyd vas of stewig wees sodat geen gedeelte daarvan as gevolg van gewone gebruik kan verskuif nie.

(b) Geen steier mag gedeeltelik afgebreek en dan so gelaat word dat dit nog gebruik kan word nie, tensy dit nog aan hierdie regulasies voldoen.

**E. Paal- en saagpaalsteiers.**—(i) Paalstaanders en die pote van saagpaalsteiers moet—

(a) vertikaal wees of effens na die kant van die gebou oorhel; en

(b) naby genoeg aanmekaar vasgemaak word om die stewigheid van die steiers te verseker.

(ii) Die stewigheid van paalstaanders moet verseker word—

(a) deur die paal die nodige diepte in die grond in te plant volgens die aard van die grond; of

(b) die paal op 'n gesikte plank, toereikende voetplaat of in 'n drom te plaas op so 'n manier dat dit nie kan gly nie; of

(c) op enige ander doeltreffende manier.

(iii) Waar twee steiers op die hoek van 'n gebou bymekaar-kom, moet 'n paalstaander aan die buitekant van die steiers op die hoek aangebring word.

(iv) (a) Kortelings moet vir alle praktiese doeleindes waterpas en stewig met boute, grypkloue, toue of op 'n ander doeltreffende wyse aan die staanders vasgemaak word.

(b) Die punte van twee agtereenvolgende steierbalke op dieselfde vlak moet stewig aanmekaar geheg word by 'n staander, behalwe wanneer spesiale toestelle gebruik word wat 'n ekwivalente sterkte verseker.

(v) (a) Kortelings moet reguit wees en stewig aan die steierbalke vasgemaak word.

(b) As daar nie steierbalke gebruik word nie, moet die kortelings aan die staanders vasgemaak en gestut word deur klampe wat stewig vasgemaak is.

(c) Kortelings waarvan die een punt op 'n muur rus, moet aan daardie punt 'n plat steunvlak van minstens 100 mm diep hê.

(d) Die afmetings van die kortelings moet pas by die vraag wat hulle moet dra, en die afstand tussen twee agtereenvolgende kortelings waarop 'n platform rus, moet bepaal word met behoorlike inagneming van die verwagte vraag en die aard van die platformvloer.

(e) Die afstand tussen twee agtereenvolgende kortelings mag nie meer as 1,5 m wees nie en die planke moet minstens 38 mm dik wees.

(f) Die vereistes van paragraaf (v) (e) van hierdie regulasie is nie van toepassing nie in die geval van platforms wat slegs vir die dra van ligte boumateriaal gebruik word, maar in die geval van sodanige platforms moet die afstand tussen die kortelings hoogstens 2 m wees.

(vi) Geen plank wat vir 'n platform gebruik word, mag dunner as 38 mm wees nie.

**F. Leersteiers.**—(i) Leersteiers moet gebruik word vir ligte werk wat min materiaal vereis (opknappingswerk, verwerk, ens.).

(ii) Die lere wat as die staanders van leersteiers gebruik word—

(a) moet sterk genoeg wees; en

(b) moet—

(1) of in die grond ingeplant word op 'n diepte wat volgens die aard van die grond nodig is; of

(2) be placed on sole plates or boards so that the two uprights of each ladder rest evenly on the base, and shall be fastened at the feet in such a manner as to prevent them from slipping.

(iii) If a ladder is used to extend another, the two shall overlap at least 1,5 m and shall be securely fastened together.

**G. Stability of pole, gabbard and ladder scaffold.**—(i) Every scaffold shall be sufficiently and properly braced.

(ii) Every scaffold shall, unless it is an independent scaffold, be rigidly connected with the building at suitable vertical and horizontal distances.

(iii) If the scaffold is an independent scaffold, at least one-third of the putlogs shall remain in position until the scaffold is finally dismantled and remain securely fastened to the ledgers or the uprights, as the case may be.

(iv) All the structures and appliances used as supports for working platforms shall be of sound construction, having a firm footing and be suitably structured and braced to make them stable.

(v) Loose bricks, drain pipes, chimney pots or other unsuitable material shall not be used for the construction or support of scaffolds.

**H. Cantilever or jib scaffolds.**—(i) Cantilever or jib scaffolds shall—

- (a) be securely fixed and anchored from the inside;
- (b) have outriggers of adequate length and cross-section to ensure their solidity and stability; and
- (c) be properly braced and supported.

(ii) Only solid parts of the building shall be used as supports for scaffold parts.

(iii) If working platforms rest on bearers let into the wall the bearers shall be efficiently braced, shall go right through the wall and shall be securely fastened on the far side.

**I. Bracket scaffold.**—No figure or bracket scaffold supported or held by dogs or spikes driven into the wall shall be used unless the brackets are of suitable strength, are made of suitable metal and are securely anchored in the wall.

**J. Heavy suspended scaffolds with movable platforms.**—

(i) Heavy suspended scaffolds shall comply with provisions of this regulation.

(ii) Outriggers shall be—

- (a) of adequate strength and cross-section to ensure the solidity and stability of the scaffold;
- (b) installed at right angles to the building face; and
- (c) carefully spaced to suit the putlogs or deck irons.

(iii) The overhang of the outriggers from the building shall be such that the platform is fixed to hang not more than 100 mm from the building face.

(iv) (a) The outriggers shall be securely anchored to the building by bolts or other equivalent means.

(b) Anchor bolts shall be properly tightened and shall securely tie down the outriggers to the frame work of the building.

(v) No counterweight shall be used as a means of securing the outriggers of such scaffolds.

(vi) Stop bolts shall be placed at the end of each outrigger.

(vii) The shackles serving to fasten the cables to the outriggers shall be placed vertically above the drum centres of the winches on the movable platforms. The eye of the cable shall be placed in the centre of the bent shackle bolt.

(viii) Putlogs or deck irons shall be used to support the platforms and shall be suitably fastened so as to prevent displacement. Deck irons shall be adequately joined by fish plates.

(ix) The cables or wire ropes used for suspension shall—

(a) have at all times a factor of safety of at least 10, based on the maximum load that the ropes may have to support; and

(b) be of such length that at the lowest position of the platform there are at least two turns of rope on each drum.

(2) op voetplate of planke geplaas word sodat die twee staanders van elke leer altwee stewig op die voetstuk staan, en moet aan die onderkant so vasgemaak word dat hulle nie kan gly nie.

(iii) As een leer gebruik word om 'n ander te verleng, moet die twee minstens 1,5 m oormekaarslaan en stewig aanmekaar vasgemaak word.

**G. Stewigheid van paal-, saagpaal- en leersteiers.**—(i) Elke steier moet op 'n doeltreffende en behoorlike manier verspan word.

(ii) Elke steier moet, tensy dit 'n onafhanklike steier is, stewig met die gebou verbind word op geskikte vertikale en horisontale afstande.

(iii) As die steier 'n onafhanklike steier is, moet minstens een derde van die kortelings in posisie bly totdat die steier finaal afgebreek word en moet dit stewig aan die steierballe of staanders, na gelang van die geval, vasgemaak bly.

(iv) Al die strukture en toestelle wat as stutte vir werkplatforms gebruik word, moet goed opgerig wees, 'n stewige voetstuk hê en op 'n behoorlike wyse gestut en verspan wees om hulle stewig te maak.

(v) Los stene, rioolpype, skoorsteenpote of ander ongeskikte materiaal mag nie vir die bou of stutting van steiers gebruik word nie.

**H. Vrydraer- of armsteiers.**—(i) Vrydraer- of armsteiers moet—

- (a) stewig van die binnekant af vasgemaak en geanker wees;
- (b) kraanbalke hê wat lank en dik genoeg is ten einde hul stewigheid en stabiliteit te verseker; en
- (c) behoorlik verspan en gestut word.

(ii) Slegs soliede gedeeltes van die gebou moet as stutte vir steierdele gebruik word.

(iii) As werkplatforms rus op drabalke wat in die muur ingelaat is, moet die drabalke op 'n doeltreffende wyse verspan word, dwarsdeur die muur gaan en stewig aan die anderkant vasgemaak word.

**I. Muurarmsteiers.**—Geen profiel- of muurarmsteiers gesteen of vasgehou deur grypkloue of penne wat in die muur ingeslaan is, mag gebruik word nie tensy die muurarms sterk genoeg is, van geskikte metaal gemaak is en stewig in die muur geanker is.

**J. Swaar hangsteiers met verskuifbare platforms.**—(i) Swaar hangsteiers moet aan die bepalings van hierdie regulasie voldoen.

(ii) Kraanbalke moet—

- (a) sterk en dik genoeg wees om die stewigheid en die stabiliteit van die steier te verseker;
- (b) reghoekig met die voorvlak van die gebou aangebring word; en
- (c) sorgvuldig gespaseer word om te pas by die kortelings en dekysters.

(iii) Die kraanbalke moet so ver van die gebou af uitsteek dat die platform so aangebring kan word dat dit nie meer as 100 mm van die voorvlak van die gebou af is nie.

(iv) (a) Die kraanbalke moet stewig aan die gebou geanker word deur middel van boue of op 'n ander gelykwaardige manier.

(b) Ankerboue moet behoorlik vasgeskroef word en moet die kraanbalke stewig vashou aan die raamwerk van die gebou.

(v) Geen teengewigte mag gebruik word om die kraanbalke van sulke steiers vas te hou nie.

(vi) Keerboue moet aan die end van elke kraanbalk geplaas word.

(vii) Die harpboude waarmee die kables aan die kraanbalke vasgemaak word, moet vertikaal bokant die trommel-senters van die windasse op die verskuifbare platforms geplaas word. Die oog van die kabel moet in die middel van die gebuigde beuel van die harpbout geplaas word.

(viii) Kortelings of dekysters moet gebruik word om die platforms te stut en moet stewig vasgemaak word sodat hulle nie kan verskuif nie. Dekysters moet op 'n doeltreffende wyse aanmekaargeheg word deur middel van spalkplate.

(ix) Die kables of draadtoue waaraan die steiers hang, moet—

(a) te alle tye 'n veiligheidsfaktor van minstens 10 hê, gebaseer op die maksimum vrag wat die toue moet hou; en

(b) so lank wees dat daar ten minste nog twee draaie tou om elke trommel is wanneer die platform in sy laagste posisie is.

(x) The scaffolding machines shall be so constructed and installed that their moving parts are readily accessible for inspection.

(xi) For any variation from the fixing of swing scaffolds as laid down in the Agreement, permission must be obtained in writing from the Council, and such scaffold must be inspected by the Council or by such person or persons appointed for that purpose before any workmen are allowed to work thereon.

**K. Light suspended scaffolds with movable platforms.—**

(i) Light suspended scaffolds shall comply with the provisions of this regulation.

(ii) The outriggers shall be of adequate length and cross-section and shall be properly installed and supported.

(iii) (a) The inside ends of the outriggers shall be firmly secured.

(b) The suspension ropes shall have a factor of safety of at least 10.

(iv) The maximum length of the platform shall be 7,9 m.

(v) The platform shall hang on at least three ropes which shall not be more than 3 m apart. No intermediate rope shall at any time be tauter or slacker than either of the end ropes.

(vi) The pulley blocks shall be fastened to the platform by stout iron bands which shall be properly secured, shall be continued round the sides and bottom of the platforms, and shall have eyes in the iron to receive the ropes.

(vii) Suspended scaffolds on which the workers sit to work shall be provided with devices to keep the platform at a distance of at least 300 mm from the wall and to prevent the workers from knocking their knees against the wall if the scaffold swings.

**L. Other suspended scaffolds.—**(i) A skip, large basket, boat-swin's chair or similar equipment shall only be used as a suspended scaffold in exceptional circumstances for work of short duration and under the supervision of a responsible person.

(ii) When such equipment is used as a suspended scaffold—

(a) it shall be supported by ropes having a safety factor of at least 10, based on the total load including the dead weight; and

(b) adequate precautions shall be taken to prevent the workers from falling out.

(iii) When a skip or large basket is used as a suspended scaffold—

(a) it shall be at least 0,75 m deep; and

(b) it shall be carried by two strong iron bands which shall be securely fastened, shall be continued round the sides and bottom, and shall have eyes in the iron to receive the ropes.

**M. Transport and storage of materials on scaffolds—distribution of the load.—**(i) In transferring heavy loads on or to a scaffold no sudden shock shall be transmitted to the scaffold.

(ii) The load on the scaffold shall be evenly distributed as far as is practicable and in any case shall be so distributed as to avoid any dangerous disturbance of the equilibrium.

(iii) During the use of a scaffold care shall constantly be taken that it is not overloaded and that materials are not unnecessarily kept upon it.

**N. Installation of lifting gear on scaffolds.—**(i) When lifting gear is to be used on a scaffold—

(a) the parts of the scaffold shall be carefully inspected, and if need be, adequately strengthened;

(b) any movement of the putlogs shall be prevented; and

(c) if possible the uprights shall be rigidly connected to a solid part of the building at the place where the lifting gear is erected.

(ii) When the platform of the lifting gear does not move in guides or when the load is liable to come into contact with the scaffold during hoisting or lowering, a vertical hoarding shall be erected to the full height of the scaffold to prevent loads from being caught in the scaffold.

**O. Examination of scaffolds before use, especially scaffolds constructed by other contractors.—**Every scaffold, whether or not it has been erected by the employer whose workmen are about to use it—

(a) shall before use be examined by a responsible person to whom the employer shall pay not less than the

(x) Die steiermasjiene moet so opgerig en geïnstalleer word dat hul bewegende dele maklik geïnspekteer kan word.

(xi) Om hangsteiers op 'n ander wyse as dié vasgestel in die Ooreenkoms te kan aanbring, moet die skriftelike toestemming van die Raad verkry word, en die Raad of sodanige persoon of persone wat vir dié doel aangestel word, moet sodanige steier inspekteer voordat werkmante toegelaat word om daarop te werk.

**K. Ligte hangsteiers met verskuifbare platforms.—**(i) Ligte hangsteiers moet aan die bepalings van hierdie regulasie voldoen.

(ii) Die kraanbalke moet lank en dik genoeg wees en moet behoorlik geïnstalleer en gestut word.

(iii) (a) Die binneste punte van die kraanbalke moet stewig vasgemaak word.

(b) Die hangtoue moet 'n veiligheidsfaktor van minstens 10 hê.

(iv) Die maksimum lengte van die platform moet 7,9 m wees.

(v) Die platform moet aan minstens drie toue hang wat nie meer as 3 m van mekaar af is nie. Geen tussentou mag te eniger tyd stywer of slapper as enigeen van die toue aan die punte wees nie.

(vi) Die katrolblokke moet aan die platforms vasgemaak word deur middel van sterk ysterhoepels wat behoorlik vasgemaak is, om die kante en vloer van die platforms gaan en wat oë in die yster het waardeur die toue kan gaan.

(vii) Hangsteiers waarop die werkers sit en werk, moet voorsien word van toestelle wat die platform minstens 300 mm van die muur af hou en wat sal voorkom dat die werkers hul knieë teen die muur stamp as die steier swaai.

**L. Ander hangsteiers.—**(i) 'n Bak, groot mandjie, bootsmanstoel of soortgelyke uitrusting moet slegs onder buitengewone omstandighede as 'n hangsteier gebruik word vir werk wat kort van duur is, en dit moet gebruik word onder die toesig van 'n verantwoordelike persoon.

(ii) Wanneer sodanige uitrusting as 'n hangsteier gebruik word—

(a) moet dit hang aan toue wat 'n veiligheidsfaktor van minstens 10 het, gebaseer op die totale wag, met inbegrip van die eie gewig; en

(b) moet doeltreffende voorsorgmaatreëls getref word ten einde te voorkom dat die werkers uitval;

(iii) Wanneer 'n bak of groot mandjie as 'n hangsteier gebruik word—

(a) moet dit minstens 0,75 m diep wees; en

(b) moet dit hang in twee sterk ysterhoepels wat stewig vasgemaak is en wat om die kante en vloer daarvan gaan en daar moet oë in die yster wees waardeur die toue gestee kan word.

**M. Vervoer en berging van materiaal op steiers—Verspreiding van die wag.—**(i) Wanneer swaar wagte op 'n steier verskuif of daarop gelaai word, moet dit gedoen word sonder om die steier 'n harde stamp toe te dien.

(ii) Die wag op die steier moet sover doenlik eweredig versprei word en moet in elk geval so versprei word dat 'n gevaarlike versteuring van die ewewig voorkom word.

(iii) Wanneer 'n steier gebruik word, moet daar gedurig gesorg word dat dit nie oorlaai word nie en dat materiaal wat nie nodig is nie, nie daarop gehou word nie.

**N. Installasie van hysuitrusting op steiers.—**(i) Wanneer hysuitrusting op 'n steier gebruik moet word—

(a) moet die dele van die steier sorgvuldig geïnspekteer en, indien nodig, op 'n doeltreffende wyse versterk word;

(b) moet daar voorkom word dat die kortelings enigins beweeg; en

(c) moet die staanders, indien moontlik, stewig aan 'n soliede gedeelte van die gebou vasgemaak word op die plek waar die hysuitrusting opgerig word.

(ii) Wanneer die platform van die hysuitrusting nie in 'n leiraam beweeg nie of wanneer dit waarskynlik is dat die wag in aanraking met die steier sal kom wanneer dit gehys of neergelaat word, moet 'n vertikale skutting wat die volle hoogte van die steier dek, aangebring word ten einde te voorkom dat wagte aan die steier vashaak.

**O. Ondersoek van steiers voor gebruik, veral steiers wat deur ander kontrakteurs opgerig is.—**Elke steier, afgesien daarvan of dit deur die werkgewer wie se werkmante op die punt staan om dit te gebruik, opgerig is of nie—

(a) moet, voordat dit gebruik word, deur 'n verantwoordelike persoon ondersoek word aan wie die werkgewer min-

rate of pay as laid down in clause 4 (1) (f) to ensure more particularly—

- (1) that it is in a stable condition;
- (2) that the materials used in its construction are sound;
- (3) that it is adequate for the purpose for which it is to be used; and
- (4) that the necessary safeguards as laid down in this Agreement are in position; and

(b) shall during use be maintained in good condition.

**P. Working platforms.**—(i) Every working platform which is more than 2 m above the ground or floor shall be closely boarded or planked.

(ii) (a) The width of the platform shall be adequate having regard to the nature of the work, and shall be such that at every part there is not less than 450 mm clear passage free from fixed obstacles and deposited material.

(b) In no case shall the width of the platforms be less than—

- (1) 450 mm if the platform is used as a footing only and not for the deposit of any material;
- (2) 0,90 m if the platform is used for the deposit of material;
- (3) 1,2 m if the platform is used for the support of any higher platform;
- (4) 1,4 m if the platform is one upon which stone is dressed or roughly shaped;
- (5) 1,5 m if the platform is used for the support of any higher platform and is one upon which stone is dressed or roughly shaped.

(iii) The maximum width of a platform supported on putlogs shall not exceed 1,7 m

(iv) Every working platform shall, if part of a pole or gabbard scaffold, be at least 1 m below the top of the standards.

(v) Boards or planks which form part of a working platform or which are used as toe-boards shall—

- (a) be of a thickness which is such as to afford adequate security having regard to the distance between the putlogs and which shall in no case be less than 30 mm; and
- (b) be of a width not less than 150 mm

(vi) No board or plank which forms part of a working platform shall project beyond its end support to a distance exceeding four times the thickness of the board or plank.

(vii) Where barrows are being used on a scaffold or platform, boards or planks shall not overlap one another unless precautions such as the provision of bevelled pieces are taken to facilitate the movement of barrows.

(viii) Every board or plank which forms part of a working platform shall rest on at least three supports, unless the distance between the putlogs and the thickness of the board or plank are such as to exclude all risk of tipping or undue sagging.

(ix) Platforms shall be so constructed that the boards or planks cannot be displaced in consequence of normal use.

(x) Whenever possible, a platform shall extend at least 0,61 m beyond the end of the wall of the building.

(xi) Every part of a working platform or working place from which a person is liable to fall a distance exceeding 4,5 m shall be provided—

- (a) with a suitable guard-rail or guard-rails having a cross-section of at least 230 mm<sup>2</sup> fixed at least 1 m above the platform or above any raised standing place on the platform and so that the vertical opening below any guard-rail does not exceed 1 m. In the case of a tubular scaffold a tubular guard-rail shall be provided and fixed at least 1 m above the platform or above any raised standing place on the platform so that the vertical opening below any guard-rail does not exceed 1 m;

(b) with toe-boards which are of sufficient height to prevent the fall of materials and tools from the platform and in no case less than 150 mm high and are as close as possible to the platform.

(xii) Guard-rails, toe-boards and other safeguards used on a scaffold platform shall be maintained in position, except that they may be removed for the time and to the extent required to allow the access of persons or the transport or shifting of materials.

(xiii) The guard-rail and toe-boards used on a scaffold platform shall be placed on the inside of the structure.

stens die loon betaal wat in klousule 4 (1) (f) vasgestel is, ten einde in die besonder te verseker—

- (1) dat dit in 'n stabiele toestand is;
  - (2) dat die materiaal wat vir die oprigting daarvan gebruik is, geen defekte het nie;
  - (3) dat dit toereikend is vir die doel waarvoor dit gebruik gaan word; en
  - (4) dat die nodige beskermstrukture soos in hierdie Ooreenkoms voorgeskryf, aangebring is; en
- (b) moet in 'n goeie toestand gehou word solank dit gebruik word.

**P. Werkplatforms.**—(i) Elke werkplatform wat meer as 2 m bokant die grond of vloer is, moet dig toegemaak word met planke.

(ii) (a) Die platform moet wyd genoeg wees, met inagneming van die aard van die werk, en die wydte moet sodanig wees dat daar in elke gedeelte van die platform 'n onbelemmerde deurgang van minstens 450 mm is wat vry is van vaste voorwerpe of materiaal wat daar geplaas is.

(b) In geen geval mag die wydte van die platform minder wees nie as—

- (1) 450 mm as die platform slegs as 'n staanplek gebruik word en nie om materiaal daarop te plaas nie;
- (2) 0,90 m as die platform gebruik word om materiaal op te plaas;
- (3) 1,2 m as die platform gebruik word om 'n hoër platform te stut;
- (4) 1,4 m as dit 'n platform is waarop klip gekap of ru gefatsoeneer word;
- (5) 1,5 m as die platform gebruik word om 'n hoër platform te stut en as klip daarop gekap of ru gefatsoeneer word.

(iii) Die maksimum wydte van 'n platform wat gesteun word deur kortelings, moet 1,7 m wees.

(iv) Elke werkplatform wat deel uitmaak van 'n paal- of saagpaalsteier, moet minstens 1 m onderkant die bopunt van die staanders wees.

(v) Planke wat deel van 'n werkplatform uitmaak of wat gebruik word as voetskutte—

- (a) moet so dik wees dat dit, met inagneming van die afstand tussen die kortelings, veilig genoeg is, en die dikte moet in geen geval minder as 30 mm wees nie; en
- (b) moet minstens 150 mm breed wees.

(vi) Geen plank wat deel uitmaak van 'n werkplatform, mag meer as viermaal die dikte van die plank by die eindstut daarvan verbystek nie.

(vii) Wanneer kruitwaens op 'n steier of platform gebruik word, mag die planke nie oor mekaar lê nie tensy voorsorgmaatreëls getref is soos die verskaffing van skuinsstukke wat die beweging van die kruitwaens sal vergemaklik.

(viii) Elke plank wat deel van 'n werkplatform uitmaak, moet op minstens drie stutte rus, tensy die afstand tussen die kortelings en die dikte van die plank sodanig is dat daar geen gevaar bestaan dat dit sal omslaan of te veel sal buig nie.

(ix) Platforms moet so gebou word dat die planke nie as gevolg van gewone gebruik verskuif kan word nie.

(x) Wanneer moontlik, moet 'n platform minstens 0,61 m by die end van die muur van die gebou verbystek.

(xi) Elke gedeelte van 'n werkplatform of werkplek van waar 'n persoon meer as 4,5 m kan val, moet voorsien word van—

- (a) 'n geskikte skutreling of skutrelings wat 'n deursnee-oppervlakte van minstens 25 mm<sup>2</sup> het en minstens 1 m bokant die platform of bokant 'n hoër staanplek op die platform vasgemaak is sodat die vertikale opening onder die skutreling nie meer as 1 m is nie. In die geval van 'n pypsteier moet 'n pypskutreling minstens 1 m bokant die platform of bokant 'n hoër staanplek op die platform verskaf en aangebring word sodat die vertikale opening onder die skutreling nie meer as 1 m is nie;

(b) voetskutte wat hoog genoeg is om te voorkom dat materiaal of gereedskap van die platform afval, en hulle moet in geen geval minder as 150 mm hoog wees nie en moet so na aan die platform as moontlik wees.

(xii) Skutrelings, voetskutte en ander beskermstrukture wat op 'n steierplatform gebruik word, moet in posisie gehou word, maar hulle kan vir die tyd en in die mate wat nodig is, verwyder word ten einde toegang te verleen vir persone of die vervoer of verskuiwing van materiaal.

(xiii) Die skutreling en die voetskutte wat op 'n steierplatform gebruik word, moet aan die binnekant van die staanders

(xiv) The platforms of suspended scaffolds shall be provided with guard-rails and toe-boards on all sides, subject to the reservation that—

(a) on the side facing the wall the guard-rail need not be at a height of more than 0,75 m if the work does not allow a greater height;

(b) the guard-rail and toe-boards shall not be compulsory on the side facing the wall if the workers sit on the platform to work, but in such case the platform shall be provided with cables, ropes or chains affording the workers a firm handhold and capable of holding any worker who may slip.

(xv) The space between the wall and the platform shall be as small as practicably possible except where workmen sit on the platform during their work, in which case it shall not exceed 450 mm.

**Q. Gangways, runs and stairs.**—(i) Every gangway or run any part of which is more than 2 m above the ground or floor shall be—

(a) closely boarded or planked; and

(b) at least 500 mm wide.

(ii) The maximum slope of any gangway or run shall be 450 mm per 0,90 m.

(iii) Where the gangway or run is used for the passage of materials there shall be maintained a clear passageway which—

(a) is adequate in width for transport of materials without the removal of the guard-rails and toe-boards; and

(b) is in any case of a width not less than 0,61 m.

(iv) All planks forming a gangway or run shall be so fixed and supported as to prevent undue or unequal sagging.

(v) When the slope renders additional foothold necessary, and in every case where the slope is more than 250 mm per 0,90 m there shall be proper stepping laths which shall—

(a) be placed at suitable intervals; and

(b) be the full width of the gangway, except that they may be interrupted over a breadth of 100 mm to facilitate the movement of barrows.

(vi) Stairs shall be provided with guard-rails throughout their length.

(vii) Gangways, runs and stairs from which a person is liable to fall a distance exceeding 2 m shall be provided—

(a) with a suitable guard-rail or guard-rails having a cross-section of at least 230 mm<sup>2</sup> fixed at least 1 m, above the gangway, run or stair and so that the vertical opening below any guard-rail does not exceed 1 m; and

(b) with toe-bars which are of sufficient height to prevent the fall of material and tools from the gangway, run or stair and in no case less than 150 mm high, and are as close as possible to the gangway, run or stair.

**R. General provisions concerning platforms, gangways, runs and stairs.**—(i) Every platform, gangway, run or stairway shall be kept free from any unnecessary obstruction, rubbish, etc.

(ii) Precautions shall be taken to prevent any platform, gangway, run or stairway from becoming slippery.

(iii) No part of a working platform, gangway or run shall be supported by loose bricks, drain pipes, chimney pots or other loose or unsuitable material.

(iv) No working platform, gangway or run shall be supported by an eaves gutter, a balcony or its coping, a lightning conductor or other unsuitable parts of a building.

(v) No working platform, gangway or run shall be used for working upon until its construction is complete according to these regulations and the prescribed safeguards properly fixed.

**S. Trestle scaffolds.**—(i) There shall not be used any trestle scaffolds which—

(a) is of more than two tiers; or

(b) exceeds a height of 3 m from the ground or floor; or

(c) is erected on a suspended scaffold.

(ii) The width of a trestle scaffold erected on a platform shall be such as to leave sufficiently unobstructed space on the platform for the transport of materials or the passage of persons.

(xiv) Die platforms van hangsteiers moet voorsien word van skutrelings en voetskutte aan alle kante, met die voorbehoud dat—

(a) die skutreling aan die muurkant nie meer as 0,75 m hoog hoef te wees nie as die werk 'n groter hoogte nie moontlik maak nie;

(b) die skutreling en voetskutte aan die muurkant nie verpligtend is nie as die werkers op die platform sit en werk, maar in so 'n geval moet die platform voorsien word van stewige kables, toue of kettings waaraan die werkers kan vashou en wat sterk genoeg is om 'n werker te hou wat mag gly.

(xv) Die ruimte tussen die muur en die platform moet so klein moontlik wees, behalwe in gevalle waar werkmense op die platform sit en werk, en in so 'n geval moet dit nie meer as 450 mm wees nie.

**Q. Deurgange, loopplanke en trappe.**—(i) Elke deurgang of loopplank waarvan enige deel meer as 2 m bokant die grond of vloer is, moet—

(a) dig toegemaak word met planke; en

(b) minstens 500 mm breed wees.

(ii) Die grootste helling van 'n deurgang of loopplank moet 450 mm per 0,90 m.

(iii) Waar die deurgang of loopplank gebruik word vir die vervoer van materiaal, moet daar 'n onversperde gang wees wat—

(a) breed genoeg is vir die vervoer van materiaal sonder dat dit nodig is om die skutrelings en voetskutte te verwyder; en

(b) in elke geval nie smaller as 0,61 m is nie.

(iv) Alle planke wat gebruik word vir 'n deurgang of loopplank, moet so aangebring en gestut word dat dit nie onnodig of ongelyk buig nie.

(v) Wanneer die helling sodanig is dat addisionele vastrapplek nodig is, en in alle gevalle waar die helling meer as 250 mm per 0,90 m is, moet daar behoorlike vastrapplatte wees wat—

(a) op geskikte afstande van mekaar af aangebring is; en

(b) net so breed as die deurgang moet wees, behalwe dat daar 'n gaping van 100 mm mag wees ten einde die beweging van kruiswaens te vergemaklik.

(vi) Trappe moet oor hul hele lengte voorsien word van skutrelings.

(vii) Deurgange, loopplanke en trappe vanwaar 'n persoon meer as 2 m kan afval, moet voorsien word—

(a) van 'n geskikte skutreling of skutrelings wat 'n deursneeoppervlakte van minstens 230 mm<sup>2</sup> het en minstens 1 m bokant die deurgang, loopplank of trap aangebring moet word sodat die vertikale opening onderkant die skutreling nie meer as 1 m is nie; en

(b) van voetskutte wat hoog genoeg is om te voorkom dat materiaal en gereedskap van die deurgang, loopplank of trap afval, en dit moet in geen geval minder as 150 mm hoog wees nie en moet so naby as moontlik aan die deurgang, loopplank of trap wees.

**R. Algemene bepalings betreffende platforms, deurgange, loopplanke en trappe.**—(i) Elke platform, deurgang, loopplank of trap moet vrygehou word van onnodige hindernisse, vuilgoed, ens.

(ii) Voorsorgmaatreëls moet getref word ten einde te voorkom dat 'n platform, deurgang, loopplank of trap glippery word.

(iii) Geen deel van 'n werkplatform, deurgang of loopplank moet deur los stene, rioolpype, skoorsteenpotte of ander los of ongeskikte materiaal gestut word nie.

(iv) Geen werkplatform, deurgang of loopplank moet deur 'n dakgeut, 'n balkon of die deklaag daarvan, 'n bliksemafleier of ander ongeskikte deel van 'n gebou gestut word nie.

(v) Daar mag op geen werkplatform, deurgang of loopplank gewerk word nie totdat dit klaar opgerig is ooreenkomstig hierdie regulasies en die voorgeskrewe beskermingskutte behoorlik aangebring is.

**S. Boksteiers.**—(i) Daar mag geen boksteier gebruik word nie wat—

(a) uit meer as twee rye bestaan; of

(b) hoër as 3 m van die grond of vloer af is; of

(c) op 'n hangsteier opgerig word.

(ii) Die breedte van 'n boksteier wat op 'n platform opgerig word, moet sodanig wees dat daar genoeg onbelemmerde ruimte op die platform vir die vervoer van materiaal of die beweging van persone is.

(iii) Trestles shall be firmly fixed so as to prevent displacement.

**T. Ladders.**—(i) Every ladder used as a means of communication shall rise at least 1 m above the highest point to be reached by any person using the ladder or one of the uprights shall be continued to that height to serve as a handrail at the top.

(ii) Ladders shall not stand on loose bricks or other loose packing but shall have a level and firm footing.

(iii) Every ladder—

(a) shall be securely fixed so that it cannot move from its top or bottom points of rest; or

(b) if it cannot be secured at the top, shall be securely fastened at the base; or

(c) if fastening at the base is also impossible, shall have a man stationed at the foot to prevent slipping.

(iv) The undue sagging of ladders shall be prevented.

(v) Ladders shall be equally and securely supported on each upright.

(vi) Where ladders connect different floors—

(a) the ladders shall be staggered; and

(b) a protective landing with the smallest possible opening shall be provided at each floor.

(vii) A ladder having a missing or defective rung shall not be used.

(viii) No ladder having any rung which depends for its support on nails, spikes or other similar fixing shall be used.

(ix) Wooden ladders shall be constructed with—

(a) uprights of adequate strength, made of wood free from visible defects and having the grain of the wood running lengthwise; and

(b) rungs made of wood free from visible defects and mortised into the uprights, to the exclusion of any rungs fixed only by nails.

**U. Fencing of openings.**—(i) Every opening left in a floor of a building or in a working platform for an elevator shaft or stairway or for the hoisting of material, or for access by workmen or for any other purpose shall be provided—

(a) with a suitable guard-rail or guard-rails having a cross-section of at least 230 mm<sup>2</sup> fixed at least 1 m above the floor or platform, and so that the vertical opening below any guard-rail does not exceed 0,90 m;

(b) with toe-boards which are of sufficient height to prevent the fall of materials and tools from the floor or platform and in no case less than 150 mm high and are as close as possible to the floor or platform.

(ii) Every opening in a wall which is less than 0,90 m from the floor or platform shall be provided—

(a) with a suitable guard-rail or guard-rails, having a cross-section of at least 230 mm<sup>2</sup> and fixed at least 1 m above the floor or platform; and so that the vertical opening, below any guard-rail does not exceed 0,90 m; and

(b) when necessary, with toe-boards which are of sufficient height to prevent the fall of material and tools and in no case less than 150 mm high and are as close as possible to the floor or platform or to the lower side of the opening.

(iii) The fencing of openings shall, except in so far as its removal is permitted by the following paragraph, remain in position until it becomes necessary to remove it in order to complete the permanent enclosure.

(iv) The fencing of openings shall not be removed except for the time and to the extent required to allow the access of persons or the transport or shifting of materials and shall be replaced immediately thereafter.

(v) When work is done on or over open joisting, the joisting shall be securely boarded over or other effective measures shall be taken to prevent falls of persons.

**V. Roof work.**—(i) No persons shall be employed on any roof on which, by reason of the pitch, the nature of the surface, or the state of the weather there is a risk of falling, unless suitable precautions are taken to prevent the fall of persons or materials.

(iii) Bokke moet stewig vasgemaak word ten einde te voorkom dat hulle verskuif.

**T. Lere.**—(i) Elke leer wat as 'n verbindingsmiddel gebruik word, moet minstens 1 m uitsteek bokant die hoogste punt wat bereik moet word deur enigeen wat die leer gebruik; so nie, moet een van die staanders tot op daardie hoogte strek ten einde as handreling by die bopunt te dien.

(ii) Lere mag nie op los stene of ander los paksel staan nie maar moet gelyk en vas staan.

(iii) Elke leer—

(a) moet stewig vasgemaak word sodat die nie van sy boonste of onderste ruspunkte af kan beweeg nie; of

(b) moet, indien dit nie aan die bopunt vasgemaak kan word nie, stewig aan die onderpunt vasgemaak word; of

(c) indien dit ook onmoontlik is om dit aan die onderpunt vas te maak, onder deur 'n man vasgehou word sodat dit nie kan gly nie.

(iv) Daar moet voorkom word dat lere onnodig buig.

(v) Lere moet eweveel en stewig op elke staander gestut word.

(vi) Waar lere verskillende verdiepings verbind—

(a) moet die lere verspring wees; en

(b) moet 'n beskermende bordes met die kleinste opening wat moontlik is, op elke verdieping verskaf word.

(vii) 'n Leer met 'n vermiste of defekte sport mag nie gebruik word nie.

(viii) Geen leer waarvan 'n sport met spykers of penne vasgeslaan of op 'n ander soortgelyke manier gestut word, mag gebruik word nie.

(ix) Houtlere moet gemaak wees van—

(a) staanders wat sterk genoeg is, van hout wat vry is van enige sigbare defek en waarvan die draad oorlangs loop; en

(b) sporte gemaak van hout wat vry is van enige sigbare defek en wat met tappe in die staanders ingelaat is, en alle lere waarvan die sporte slegs met spykers vasgeslaan is, moet uitgesluit word.

**U. Omheining van openings.**—(i) Elke opening wat in 'n vloer van 'n gebou of in 'n werkplatform gelaat word vir 'n hyserskag of trap of vir die ophys van materiaal of vir die verlening van toegang aan die werkmense of vir enige ander doel, moet voorsien word van—

(a) 'n geskikte skutreling of skutrelings met 'n deursnee-oppervlakte van minstens 230 mm<sup>2</sup> en wat so aangebring is dat dit minstens 1 m bokant die vloer of platform is en sodat dit vertikale opening onderkant 'n skutreling hoogstens 0,90 m is; en

(b) voetskutte wat hoog genoeg is om te verhoed dat materiaal en gereedskap van die vloer of platform afval, en sodanige voetstukke moet so na as moontlik aan die vloer of platform en minstens 150 mm hoog wees.

(ii) Elke opening in 'n muur wat minder as 0,90 m van die vloer of platform af is, moet voorsien word—

(a) van 'n geskikte skutreling of skutrelings met 'n deursnee-oppervlakte van minstens 230 mm<sup>2</sup> wat so aangebring is dat dit minstens 1 m bokant die platform is en dat die vertikale opening onderkant die skutreling hoogstens 0,90 m is; en

(b) wanneer nodig, van voetskutte wat hoog genoeg is om te voorkom dat materiaal en gereedskap afval en wat minstens 150 mm hoog en so na as moontlik aan die vloer of platform of die onderkant van die opening moet wees;

(iii) Die omheining van openings moet, behalwe vir sover die verwydering daarvan by die eersvolgende paragraaf toegelaat word, in posisie bly totdat dit nodig word om dit te verwyder ten einde die permanente omheining te voltooi.

(iv) Die omheining van openings mag nie verwyder word nie behalwe vir die tyd en in die mate wat nodig is om toegang aan persone te verleen of die vervoer of verskuiwing van materiaal moontlik te maak, en moet onmiddellik daarna weer in posisie geplaas word.

(v) Wanneer werk op of bokant oop balke verrig word, moet die balke stewig met planke bedek word of moet ander doeltreffende maatreëls getref word om te voorkom dat persone val.

**V. Dakwerk.**—(i) Waar die helling van 'n dak, die aard van die oppervlak daarvan of die toestand van die weer sodanig is dat persone gevaar loop om te val, mag niemand op sodanige dak werksaam wees nie tensy geskikte voorsorgsmaatreëls getref is om te voorkom dat persone of materiaal val.

(ii) On glass roofs, or on asbestos roofs, or roofs covered with fragile materials special precautions shall be taken to prevent the workers from inadvertently stepping on them and to facilitate the safe carrying out of repairs.

(iii) (a) When work is performed on any roof extensively, which has a pitch of over 34 (2:3) or is slippery, the following provisions whenever possible shall apply:

- (1) Suitable guard-rails shall be provided;
- (2) a suitable working platform securely supported and of a width of not less than 450 mm shall be provided;
- (3) suitable, sufficient and properly secured ladders, duck ladders or crawling board shall be provided.

(b) Whenever it is impossible in the opinion of the Council to provide the facilities specified in subparagraph (a)—

(1) safety belts with ropes enabling the wearers to lash themselves to a solid structure shall be supplied to the workers and used by them; and

(2) if the safety rope cannot be fixed to a solid structure, a second person shall be provided to hold the rope in a secure manner.

### 13. WET WEATHER SHELTER

At any site where building operations are being conducted, employers shall provide suitable accommodation in which employees may take shelter during wet weather.

### 14. LATRINES

Proper sanitary accommodation shall be provided by all employers on all jobs for Whites and Non-Whites separately.

### 15. REFRESHMENTS

Every employer shall provide a person for the preparation of tea for his employees in the morning, at the commencement of the lunch period, and in the afternoon. No employee may leave the position where he is working for tea in the afternoon.

The duration of the tea interval shall not exceed 15 minutes in the morning.

### 16. WORKING EMPLOYER OR PARTNER

Any working employer and/or partner shall, in respect of the trade at which he is working, observe the working hours prescribed in this Agreement.

### 17. NOTICE BOARD

Every employer and all employers working in partnership shall, wherever operations in the Building Industry are being carried out by him or them, display in a conspicuous place accessible to the public, a notice board of a size not less than 90 cm by 60 cm showing the name and business address of such employer or partnership.

This clause shall only apply in respect of jobs of seven days' duration and over.

### 18. PROHIBITION OF EMPLOYMENT OF ANY PERSONS UNDER THE AGE OF 15 YEARS

An employer shall not employ any person under the age of 15 years.

### 19. ANNUAL LEAVE

Unless the consent of the Council has first been obtained in writing in terms of clause 30, no employer shall require any employee to perform and no employee shall perform any work in the Industry during the holiday period, which during the currency of this Agreement shall be as follows:

- (a) From 16h30 on Friday, 14 December 1979, until 07h30 on Monday, 7 January 1980;
- (b) from 16h30 on Friday, 12 December 1980, until 07h30 on Monday, 5 January 1981;
- (c) from 16h30 on Friday, 11 December 1981, until 07h30 on Monday, 4 January 1982;
- (d) from 16h30 on Friday, 17 December 1982, until 07h30 on Monday, 10 January 1983.

### 20. PAYMENT IN RESPECT OF ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) *Building assistants, Grade I and Grade II.*—(a) In addition to the remuneration payable in terms of this Agreement an employer shall pay to each building assistant in his employ a sum equal to one day's pay in respect of the following days, viz. Easter Monday, Good Friday, Day of the Covenant,

(ii) Op glas- of asbesdakke of dakke wat met 'n breekbare materiaal bedek is, moet daar spesiale voorsorgsmaatreëls getref word ten einde te voorkom dat werkers per ongeluk daarop trap en ten einde die veilige uitvoering van herstelwerk te vergemaklik.

(iii) (a) Wanneer uitgebreide werk verrig word op 'n dak wat 'n helling van meer as 34 (2:3) het of wat glippery is, is onderstaande bepalings, waar moontlik, van toepassing:

- (1) Geskikte skutrelings moet verskaf word;
- (2) 'n geskikte werkplatform, wat stewig gestut en minstens 450 mm breed is, moet verskaf word;
- (3) geskikte, voldoende en behoorlik vasgemaakte lere, plankmatte of kruipborde moet verskaf word.

(b) wanneer dit, na die mening van die Raad, onmoontlik is om die fasiliteite te verskaf soos in subparagraaf (a) voorgeskryf—

(1) moet veiligheids gordels met toue wat die draers in staat sal stel om hulle aan 'n soliede struktuur vas te maak, aan die werkers verskaf en deur hulle gebruik word; en

(2) moet daar, indien die veiligheidstou nie aan 'n soliede struktuur vasgemaak kan word nie; 'n tweede persoon verskaf word om die tou op 'n veilige manier vas te hou.

### 13. SKULING TEEN DIE WEER

Werkgewers moet op alle terreine waar daar bouwerk verrig word, geskikte akkommodasie verskaf waarin werknemers teen die weer kan skuil.

### 14. LATRINES

Behoorlike sanitêre geriewe moet op alle werkplekke vir Blankes en Nie-Blankes afsonderlik verskaf word.

### 15. VERVERSINGS

Elke werkgewer moet 'n persoon beskikbaar stel om in die oggend, aan die begin van die middagetenspouse, vir sy werknemers tee te maak. Geen werknemers mag die plek waar hy werk vir tee verlaat nie.

Die teepouse mag nie langer as 15 minute in die oggend duur nie.

### 16. WERKENDE WERKGEWER OF VENNOOT

'n Werkende werkgewer en/of vennoot moet, ten opsigte van die ambag waarin hy werksaam is, die werkure nakom wat in hierdie Ooreenkoms voorgeskryf word.

### 17. KENNISGEWINGBORD

Elke werkgewer en alle werkgewers in 'n vennootskap moet op alle plekke waar hy of hulle bouwerk in verband met die Bouwyerheid verrig, 'n kennisgewingbord van minstens 90 cm by 60 cm waarop die naam en besigheidsadres van sodanige werkgewer of vennootskap gemeld word, in 'n opvallende plek waartoe die publiek toegang het, vertoon.

Hierdie klousule is net van toepassing op werk wat sewe dae en langer duur.

### 18. VERBOD OP INDIENSNAME VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

'n Werkgewer mag niemand onder die ouderdom van 15 jaar, in diens neem nie.

### 19. JAARLIKSE VERLOF

Tensy die toestemming van die Raad vooraf ingevolge klousule 30 skriftelik verkry is, mag geen werkgewer van 'n werknemer vereis om gedurende ondergenoemde verloftydperk te werk nie en mag geen werknemer enige werk in die Nywerheid verrig nie gedurende die verloftydperk wat tydens die duur van hierdie Ooreenkoms soos volg moet wees:

- (a) Vanaf 16h30 op Vrydag, 14 Desember 1979, tot 07h30 op Maandag, 7 Januarie 1980;
- (b) vanaf 16h30 op Vrydag, 12 Desember 1980, tot 07h30 op Maandag, 5 Januarie 1981;
- (c) vanaf 16h30 op Vrydag, 11 Desember 1981, tot 07h30 op Maandag, 4 Januarie 1982;
- (d) vanaf 16h30 op Vrydag, 17 Desember 1982, tot 07h30 op Maandag, 10 Januarie 1983.

### 20. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) *Bou-assistente graad I en graad II.*—(a) Benewens die besoldiging betaalbaar ingevolge hierdie Ooreenkoms, moet 'n werkgewer aan elke bou-assistent in sy diens 'n bedrag wat gelyk is aan betaling vir een dag ten opsigte van die volgende dae betaal, naamlik Paasmaandag, Goeie Vrydag, Gelofte dag,

Ascension Day and Republic Day, as if he had worked on such days. Such payments shall be made on the payday following the holidays referred to in this paragraph.

(b) Over and above the ordinary wage an employer shall also on the day prior to the commencement of the holiday period referred to in clause 19 pay to each building assistant, Grade I and Grade II, in his employ one-fifth of his weekly wage for every completed period of 20 days employment, not necessarily worked consecutively, plus one-fifth of his weekly wage in respect of each of the following days: Christmas Day and New Year's Day.

(c) A building assistant, Grade I and Grade II, whose contract with any employer terminates prior to the commencement of the holiday period referred to in clause 19 shall upon such termination be paid one-fifth of his weekly wage for every completed period of 20 days of employment not necessarily worked consecutively, with that employer.

(d) For the purposes of (b) and (c) above "employment" shall be deemed to include any period or periods during which the employee is—

(i) absent on leave during the holiday period specified in clause 19 and on the public holidays specified in paragraph (a);

(ii) absent from work on the instruction or at the request of his employer;

(iii) absent on sick leave in terms of clause 32, and "employment" shall be deemed to commence on the date on which he last became entitled to leave or entered the employer's service, whichever is the later.

(2) *Apprentices.*—Each employer shall pay to each apprentice in his employ on the last day prior to the commencement of the holiday period referred to in clause 19, the wages such apprentice would have earned if he had continued to work for his employer during the said holiday period, plus two days' pay for and in respect of Christmas Day and New Year's Day.

(3) *All other employees.*—(a) In addition to any other remuneration to which an employee may be entitled in terms of this Agreement such employee shall, subject to the provisions of clause 22, be paid in respect of annual leave the amount set out hereunder, towards the Holiday Fund:

	Per hour Cent
(i) Drivers of mechanical vehicles with a net carrying capacity of—	
up to and including 1 814 kg.....	6
over 1 814 kg up to and including 4 536 kg.....	7
over 4 536 kg.....	10
(ii) Operator of a crane.....	10
(iii) Operator, Grade I.....	7
Operator, Grade II.....	6
(iv) Artisan—	
Holiday Fund allowance.....	13

(b) The amounts referred to in paragraph (a) shall be paid in respect of each hour or part of an hour worked during each week of employment: Provided that no payments shall be made in respect of overtime or hours worked on Sundays or the public holidays referred to in clause 8 (6).

(c) The remuneration payable to employees referred to in paragraphs (a) (i) to (iv) of this subclause, shall be subject to the following adjustments in November each year:

The number of days paid for during the closed period (16) multiplied by the hourly rate as adjusted in clause 4 (2) (a), (b), (c) and (d) and divided by the number of days worked in a year (241). This rate shall be rounded off to the nearest half cent. To this rate shall be added in the following cases:

Drivers of mechanical vehicles up to and including 1 814 kg and up to and including 4 536 kg, 1c per hour. Drivers of mechanical vehicles over 4 536 kg and operators of power cranes 3c per hour and operator Grade II, 2c per hour. The rate so obtained shall be the new rate for the forth-coming year.

Hemelvaartsdag en Republiekdag, asof hy op sodanige dae gewerk het. Sodanige bedrae moet betaal word op die betaaldag wat volg op die vakansiedae wat in hierdie paragraaf vermeld word.

(b) Benewens die gewone loon moet 'n werkgewer ook aan elke bou-assistent, graad I en graad II, in sy diens op die dag voor die aanvang van die vakansietydperk in klousule 19 vermeld, een vyfde van sy weekloon betaal vir elke voltooië tydperk van 20 dae diens, wat nie noodwendig agtereenvolgens gewerk is nie, plus een vyfde van sy weekloon ten opsigte van elk van die volgende dae, naamlik Kersdag en Nuwejaarsdag.

(c) 'n Bou-assistent, graad I en graad II, wie se kontrak met 'n werkgewer beëindig word voor die aanvang van die vakansietydperk in klousule 19 vermeld, moet by sodanige beëindiging een vyfde van sy weekloon betaal word vir elke voltooië tydperk van 20 dae diens wat nie noodwendig agtereenvolgens gewerk is nie, by daardie werkgewer.

(d) Vir die toepassing van (b) en (c) hierbo word "diens" geag enige tydperk of tydperke in te sluit wat die werknemer—

(i) gedurende die vakansietydperk in klousule 19 vermeld en op die openbare vakansiedae in paragraaf (a) gespesifiseer met verlof afwesig is;

(ii) op las of op versoek van sy werkgewer van die werk afwesig is;

(iii) ingevolge klousule 32 met siekteverlof afwesig is en word "diens" geag te begin op die datum waarop hy laas op verlof geregtig geword het of waarop hy by die werkgewer in diens getree het, en wel op die jongste van die twee datums.

2. *Vakleerlinge.*—Elke werkgewer moet aan elke vakleerling in sy diens op die laaste dag voor die aanvang van die vakansietydperk in klousule 19 vermeld, die loon betaal wat sodanige vakleerling sou verdien het indien hy gedurende gemelde vakansietydperk vir sy werkgewer sou bly werk het, plus betaling vir twee dae vir en ten opsigte van Kersdag en Nuwejaarsdag.

(3) *Alle ander werknemers.*—(a) Benewens enige ander besoldiging waarop 'n werknemer ingevolge hierdie Ooreenkoms geregtig mag wees, moet sodanige werknemer, behoudens klousule 22, ten opsigte van jaarlikse verlof die bedrag hieronder gemeld betaal word en sodanige bedrag moet in die Vakansiefonds gestort word:

	Per uur Sent
(i) Drywers van meganiese voertuie waarvan die netto dra vermoë—	
tot en met 1 814 kg is.....	6
meer as 1 814 kg en tot en met 4 536 kg is.....	7
meer as 4 536 kg is.....	10
(ii) Bediener van 'n kraan.....	10
(iii) Werksman, graad I.....	7
Werksman, graad II.....	6
(iv) Ambagsman—	
Vakansiefondstoelae.....	13

(b) Die bedrae in paragraaf (a) vermeld, moet betaal word ten opsigte van elke uur of gedeelte van 'n uur wat gedurende elke week diens gewerk is: Met dien verstande dat geen bedrae betaal mag word nie ten opsigte van oortydwerk of ure wat gewerk word op Sondae of die openbare vakansiedae in klousule 8 (6) vermeld.

(c) Die besoldiging wat betaalbaar is aan werknemers in paragraaf (a) (i) tot (iv) van hierdie subklousule bedoel, is onderworpe aan die volgende aanpassings in November elke jaar:

Die getal dae waarvoor sodanige werknemer betaal word gedurende die vakansietydperk (16) vermenigvuldig met die uurlikse tarief soos aangepas in klousule 4 (2) (a), (b), (c) en (d) en gedeel deur die getal dae gewerk in 'n jaar (241). Hierdie tarief moet tot die naaste halfsent afgerond word en moet in die volgende gevalle soos volg verhoog word:

Drywers van meganiese voertuie tot en met 1 814 kg, asook tot en met 4 536 kg: 1c per uur;

drywers van meganiese voertuie groter as 4 536 kg en bedieners van kragkranes: 3c per uur; en

bediener, graad II: 2c per uur.

Die tarief wat verkry word, is die nuwe tarief vir die volgende jaar.

(4) (a) Good Friday, Easter Monday, Ascension Day and Republic Day shall be compulsory paid holidays for all employees and payment shall be made on the first pay-day following such holiday: Provided that—

(i) when a compulsory paid holiday referred to in subclause (1) (a) and paragraph (a) above falls on a Saturday an employee shall be paid at not less than his ordinary rate of wage as if he had on such day worked the ordinary hours of work: Provided further that, when Republic Day falls on the same day as any of the other compulsory paid holidays referred to in subclause (1) (a) and paragraph (a) above, an employee shall be paid at not less than his ordinary rate of wage as if he had on such day worked the ordinary hours of work;

(ii) if an employee is absent from work on the working day immediately prior to and/or following the compulsory paid holidays referred to in subclause (1) (a) and paragraph (a) above, he shall not be entitled to the payment referred to in this paragraph: Provided further that this proviso shall not apply in respect of an employee who is absent from work on the instructions or at the request of his employer;

(iii) no employer shall retrench any employees immediately prior to any compulsory paid holidays referred to in subclause (1) (a) and paragraph (a) above, for the purpose of evading the provisions of this subclause.

(b) In the event of a compulsory paid holiday referred to in this subclause falling upon a Sunday, the Monday following shall be observed as a paid holiday.

## 21. ESTABLISHMENT AND ADMINISTRATION OF HOLIDAY FUND

(1) The Fund established by Government Notice 1170 of 17 June 1949, and known as "The East London Holiday Fund for the Building Industry" (hereinafter referred to as "the fund") is hereby continued.

(2) The fund shall consist of moneys accruing from the sale of stamps, as provided for in clause 22. All moneys received shall be deposited in a bank to the credit of the fund within two days after receipt thereof, or should a bank holiday intervene, as soon as possible thereafter.

(3) Any moneys belonging to the fund may be invested from time to time in Government securities or on fixed deposit or on call with a bank or building society, in the discretion of the Council, and any interest accruing from such investments shall accrue to the General Fund of the Council.

(4) Any funds accruing from the sale of holiday fund books supplied by the Council shall accrue to the General Fund of the Council in consideration of the administration of this fund.

(5) All withdrawals from the Holiday Fund bank account or investments shall be made by cheque, signed by the Secretary and/or treasurer and such other person or persons as the Council may appoint.

(6) The Council may make such rules as it deems necessary relevant to the proper functioning of the fund and the administration of the fund in so far as it is not inconsistent with the provisions of this clause.

(7) The Council shall appoint a secretary and/or treasurer who shall be known as the Secretary and/or treasurer of the fund, and such other staff as may be necessary for the proper administration of the fund. The salaries of such officials and all expenses shall be paid from the General Fund of the Council.

(8) A public accountant or public accountants to be appointed by the Council shall audit the accounts of the fund annually and shall not later than 15 March prepare a statement showing—

(a) all moneys received; and

(b) expenditure incurred under all headings for the 12 months ended 31 December preceding, together with a statement showing the assets and liabilities of the fund.

True copies of these statements shall be countersigned by the Chairman of the Council and shall, together with the auditor's report thereon, be available for inspection at the Council's office. Copies of both statements, duly certified by the auditor and countersigned by the Chairman of the Council, together with the auditor's report thereon shall as soon as possible thereafter but not later than 31 March of each year be presented to the Secretary for Manpower Utilisation.

(4) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag en Republiekdag is verpligte betaalde vakansiedae vir alle werknemers, en betaling geskied op die eerste betaaldag wat volg op so 'n vakansiedag: Met dien verstande dat—

(i) wanneer 'n verpligte betaalde vakansiedag bedoel in subklousule (1) (a) en paragraaf (a) hierbo op 'n Saterdag val, 'n werknemer minstens sy gewone loon betaal word asof hy op so 'n dag die gewone werkure gewerk het:

Voorts met dien verstande dat, wanneer Republiekdag op enige van die ander verpligte betaalde vakansiedae in subklousule (1) (a) en paragraaf (a) hierbo bedoel, val, 'n werknemer minstens sy gewone loon betaal moet word asof hy op so 'n dag die gewone werkure gewerk het;

(ii) indien 'n werknemer van die werk afwesig is op die werkdag wat die verpligte betaalde vakansiedae in subklousule (1) (a) en paragraaf (a) hierbo bedoel, onmiddellik voorafgaan of onmiddellik daarop volg, hy nie op die betaling bedoel in hierdie paragraaf geregtig is nie: Voorts met dien verstande dat hierdie voorbehoudsbepaling nie van toepassing is ten opsigte van 'n werknemer wat in opdrag of op versoek van sy werkgever van die werk afwesig is nie;

(iii) geen werkgever onmiddellik voor enige van die verpligte betaalde vakansiedae in subklousule (1) (a) en paragraaf (a) hierbo bedoel, 'n werknemer mag afdank ten einde die bepalinge van hierdie subklousule te ontduik nie.

(b) Ingeval 'n verpligte betaalde vakansiedag in hierdie subklousule bedoel, op 'n Sondag val, moet die Maandag wat daarop volg, as 'n betaalde vakansiedag beskou word.

## 21. STIGTING EN ADMINISTRASIE VAN VAKANSIEFONDS

(1) Die fonds wat by Goewermentskennisgewing 1170 van 17 Junie 1949, ingestel is en bekend staan as "Die Oos-Londense Vakansiefonds vir die Bounywerheid" (hieronder die "fonds" genoem), word hierby voortgesit.

(2) Die fonds bestaan uit geld wat ooploop uit die verkoop van seëls soos bepaal in klousule 22. Alle geld wat ontvang word, moet binne twee dae na ontvangs daarvan in die krediet van die fonds by 'n bank gedeponeer word of indien daar 'n bankvakansiedag tussenin val, so spoedig moontlik daarna.

(3) Alle geld wat aan die fonds behoort, kan na goedvinde van die Raad van tyd tot tyd in Staatseffekte of op vaste of onmiddellik opeisbare deposito by 'n bank of bouvereniging belê word en enige rente wat uit daardie beleggings ooploop, kom die Algemene Fonds van die Raad toe.

(4) Alle fondse wat ooploop uit die verkoop van vakansiefondsboekies wat deur die Raad verskaf word, kom die Algemene Fonds van die Raad toe as vergoeding vir die administrasie van die fonds.

(5) Alle trekkings uit die bankrekening of beleggings van die Vakansiefonds geskied per tjek wat die Sekretaris en/of tesourier en enige ander persoon of persone wat die Raad mag benoem, moet onderteken.

(6) Die Raad kan vir die behoorlike werking van die fonds en die administrasie van die fonds dié reëls wat hy nodig ag, opstel, mits dit nie met die bepalinge van hierdie klousule onbestaanbaar is nie.

(7) Die Raad moet 'n Sekretaris en/of tesourier aanstel, wat as die Sekretaris en/of tesourier van die fonds bekend moet staan, en ook dié ander personeel wat hy vir die behoorlike administrasie van die fonds nodig ag. Die salarisse van sodanige amptenare en alle ander uitgawes moet uit die Algemene Fonds van die Raad betaal word.

(8) 'n Openbare rekenmeester of openbare rekenmeesters, wat deur die Raad aangestel moet word, moet die rekeninge van die fonds jaarliks ouditeer en voor of op 15 Maart 'n staat opstel wat die volgende aantoon:

(a) Alle geld wat ontvang is; en

(b) uitgawes wat gedurende die 12 maande wat op die voorafgaande 31 Desember eindig, aangegaan is, en ook 'n staat wat die fonds se bate en laste aantoon.

Juiste kopieë van hierdie state moet deur die Voorsitter van die Raad mede-onderteken word en moet, saam met die ouditeur se verslag daaroor, by die Raad se kantoor ter insae lê. Kopieë van albei state, behoorlik gesertifiseer deur die ouditeur en mede-onderteken deur die Voorsitter van die Raad, saam met die ouditeur se verslag daaroor, moet so spoedig moontlik daarna, maar voor of op 31 Maart van elke jaar, aan die Sekretaris van Mannekragbenutting voorgelê word.

(9) (a) Should this Agreement expire through effluxion of time or any other reason, the fund shall continue to be administered by the Council until liquidated or transferred by the Council to any other fund established for the same purpose as that for which the fund was created.

(b) In the event of the de-registration of the Council or in the event of its ceasing to function during or after the currency of this Agreement, the Industrial Registrar may appoint a committee consisting of an equal number of representatives of employers and employees in the Industry or the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the Council in connection with the fund. Such committee or such trustee or trustees (who shall, if necessary, be paid for their services from the fund) shall have the powers vested in the Council for the purpose of this clause.

(c) Unless within 12 months of the expiration of this Agreement it is declared effective for a further period or is replaced or superseded by a new Agreement providing for the continuation or transfer of the fund, the fund shall be liquidated and any unexpended amount disposed of in accordance with subparagraph (d) of this subclause.

(d) Upon liquidation of the fund, any moneys remaining to the credit of the fund after all claims against the fund, including administration and liquidation expenses, have been met, shall be paid into the general funds of the Council. If upon such liquidation the affairs of the Council have already been wound up and its assets distributed, the moneys remaining to the credit of the fund shall be distributed in terms of section 34 (4) of the Act, as if it formed part of the general funds of the Council.

## 22. HOLIDAY FUND

(1) Each employer shall on each pay day deduct from the remuneration due every week to each member of the under-mentioned classes of employees, the amounts scheduled hereunder:

	Per week R
(a) Driver of mechanical vehicles with a net carrying capacity of—	
(i) up to and including 1 814 kg. ....	2,52
(ii) over 1 814 kg up to and including 4 536 kg. ....	2,94
(iii) over 4 536 kg. ....	4,20
(b) Operator of a crane. ....	4,20
(c) Operator, Grade I. ....	2,94
Operator, Grade II. ....	2,52
(d) Artisan. ....	5,46

The deductions referred to above shall be subject to increases as set out in clause 20 (3) (c):

Provided that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours; provided further that no deduction shall be made in respect of an employee who has worked for less than 16 hours in any week.

(2) (a) The employer shall in respect of the amount so deducted by him in terms of subclause (1) issue on each pay-day to each of his employees concerned a stamp cancelled by him with his name and the date endorsed thereon, to the value of such amounts, and each employee shall affix such stamps in his contribution book which shall be retained by him.

(b) The Council may issue a combined stamp in terms of this clause and any other agreement of the Council.

(3) The stamps referred to in subclause (2) shall be purchased by the employer from the Secretary and/or treasurer of the fund and an adequate supply thereof shall at all times be maintained by the employer: Provided that an employer may obtain a refund from the fund of the value of any unused stamps. An application for such refund shall be made not later than six months from the date of expiration of this Agreement, and any such amount not claimed within the said period of six months shall be forfeited and shall accrue to the general funds of the Council.

(4) Application for a contribution book in respect of each of his employees concerned shall be made by the employer on a form to be obtained from the Council annually.

(9) (a) Indien hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die Raad die fonds bly administreer totdat dit gelikwider of deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel as hierdie fonds gestig is.

(b) Ingeval van die deregistrasie van die Raad, of indien dit gedurende of na die geldigheidsduur van hierdie Ooreenkoms sou ophou om te funksioneer, kan die Nywerheids-registrateur 'n komitee bestaande uit 'n gelyke aantal werkgewers- en werknemersvertegenwoordigers in die Nywerheid aanstel, of kan die Nywerheidsregistrateur 'n trustee of trustees aanstel om die pligte van die Raad in verband met die fonds uit te voer. Sodanige komitee of sodanige trustee of trustees (wat, indien nodig, vir hul dienste uit die fonds betaal moet word) beskik vir die toepassing van hierdie klousule, oor die bevoegdhede wat aan die Raad verleen is.

(c) Tensy die Ooreenkoms binne 12 maande vanaf die vervaldatum daarvan vir 'n verdere tydperk van krag verklaar of deur 'n nuwe ooreenkoms vervang word, of 'n nuwe ooreenkoms in die plek daarvan gestel word wat vir die voortsetting of oordrag van die fonds voorsiening maak, moet die fonds gelikwider word en moet daar oor enige onbestede bedrag ooreenkomsitg subparagraaf (d) van hierdie subklousule beskik word.

(d) By likwidasie van die fonds moet alle gelde wat in die krediet van die fonds oorbly nadat alle eise teen die fonds, met inbegrip van administrasie- en likwidasielaste, vereffen is, in die algemene fonds van die Raad inbetaal word. Indien die sake van die Raad by sodanige likwidasie reeds gelikwider en sy bates verdeel is, moet die gelde wat in die krediet van die fonds oorbly ooreenkomsitg artikel 34 (4) van die Wet, verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

## 22. VAKANSIEFONDS

(1) Elke werkgewer moet op elke betaaldag van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, die bedrae hieronder gemeld, aftrek:

	Per week R
(a) Drywers van meganiese voertuie met 'n netto dra-vermoë van—	
(i) tot en met 1 814 kg. ....	2,52
(ii) meer as 1 814 kg en tot en met 4 536 kg. ....	2,94
(iii) meer as 4 536 kg. ....	4,20
(b) Bediener van 'n kraan. ....	4,20
(c) Werksman, graad I. ....	2,94
Werksman, graad II. ....	2,52
(d) Ambagsman. ....	5,46

Voormelde aftrekkings is onderworpe aan verhogings soos uiteengesit in klousule 20 (3) (c):

Met dien verstande dat, wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam was die bedrag wat vir daardie werk afgetrek moet word, deur die werkgewer vir wie hy eerste gedurende daardie week minstens 16 uur gewerk het, afgetrek moet word; voorts met dien verstande dat geen bedrag ten opsigte van 'n werknemer wat minder as 16 uur in 'n week gewerk het, afgetrek mag word nie.

(2) (a) Die werkgewer moet ten opsigte van die bedrag wat hy aldus ingevolge subklousule (1) aftrek, elke betaaldag vir die waarde van sodanige bedrae aan elkeen van sy betrokke werknemers 'n seël uitreik wat hy gekanselleer het deur sy naam en die datum daarop te endosseer, en elke werknemer moet sodanige seëls inplak in sy bydraeboek, wat hy moet hou.

(b) Die Raad kan 'n saamgestelde seël ingevolge hierdie klousule en enige ander ooreenkoms van die Raad uitreik.

(3) Die werkgewer moet die seëls in subklousule (2) genoem van die Sekretaris en/of tesourier van die fonds koop en die werkgewer moet te alle tye 'n voldoende voorraad daarvan voorhande hou: Met dien verstande dat 'n werkgewer ten opsigte van die waarde van enige ongebruikte seëls 'n terugbetaling uit die fonds kan verkry. Daar moet binne ses maande vanaf die vervaldatum van hierdie Ooreenkoms om sodanige terugbetaling aansoek gedoen word, en enige sodanige bedrag wat nie binne gemelde tydperk van ses maande geëis word nie, word verbeur en kom die algemene fonds van die Raad toe.

(4) Die werkgewer moet op 'n vorm wat van die Raad verkry moet word, ten opsigte van elkeen van sy betrokke werknemers jaarliks aansoek doen om 'n bydraeboekie.

(5) As early as possible after 31 October each year and not later than the second Friday in November, each employee shall deposit his contribution book with the Secretary and/or treasurer of the fund in exchange for a receipt card and the Secretary and/or treasurer shall ascertain the amount due to the employee as reflected by the value of the stamps affixed to his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the holiday period.

(6) The fund shall not be liable to make payment in respect of any stamps issued to employees in terms of this clause unless such stamps are affixed in a contribution book in terms of subclause (2) and such contribution book is deposited with the Secretary and/or treasurer of the fund before the commencement of the holiday period: Provided that the Council may authorise the Secretary and/or treasurer of the fund to make payment to any employee who for some good reason determined by the Council has not lodged his contribution book by such date.

(7) An employee shall not be entitled to claim payment for any stamps issued to him prior to the second Friday in November in any year, until the day immediately preceding the commencement of the holiday period. The Council, however, shall have the right to authorise such payment if, in its discretion, it is considered advisable to do so. In the case of death of the employee the amount due to him from the aforesaid fund shall be paid to his estate by cheque drawn in favour of such estate on his contribution book being lodged with the Secretary and/or treasurer of the fund.

(8) The contribution books and stamps issued to employees are not transferable and no moneys due in terms thereof to an employee shall be ceded or pledged.

(9) No holiday stamps shall be issued to an employee otherwise than in accordance with the provisions of this clause, and no employee shall be entitled to payment from the fund in any year of any amount in excess of 50 weekly deductions.

(10) Any unclaimed moneys standing to the credit of the holiday fund at the end of each year shall, after the lapse of six months from the date of the annual payout, be transferred to the benefit of the General Fund and/or Military Fund of the Council: Provided that where any late claims are received after the prescribed period has elapsed, payment of such claims will be considered on their merits by the Council.

(11) *Special savings stamps.*—Provision is hereby made for the issue of special savings stamps to the value of R5, R2 and R1. These stamps may be purchased from the Secretary of the Council by employers on behalf of employees or by employees themselves. The purchase and redemption of such stamps shall be subject, *mutatis mutandis*, to the foregoing provisions of this clause.

Separate "savings stamp books" will be provided on request by the Council.

(12) An employer who fails to pay the actual amount due each week in terms of this clause, shall pay an amount of 10 per cent of the difference between the amount due and the amount actually paid, in addition to the amount underpaid.

(13) The contribution books and stamps referred to in this clause shall be in such form as may be determined by the Council from time to time and may in the discretion of the Council be combined with any other contribution book and/or stamp prescribed by any other provision of this Agreement.

## 23. THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the "National Fund", hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Each employer shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the National Development Fund an amount of 7c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) to (f).

(3) No payment shall be made by an employer in respect of an employee who works less than 16 hours for him in any week.

(5) Elke werknemer moet so spoedig moontlik na 31 Oktober elke jaar en voor of op die tweede Vrydag in November sy bydraeboekie by die Sekretaris en/of tesourier van die fonds inlewer in ruil vir 'n ontvangsbewys en die Sekretaris en/of tesourier moet vasstel watter bedrag aan die werknemer verskuldig is ooreenkomstig die waarde van die seëls wat wat in sy bydraeboekie geplak is, en die betrokke bedrag, min betaling, indien daar is, uiterlik op die dag wat die begin van die vakansietydperk voorafgaan, betaal.

(6) Die fonds is nie aanspreeklik vir die betaling ten opsigte van enige seëls wat kragtens hierdie klousule aan werknemers uitgereik is nie, tensy sodanige seëls ingevolge subklousule (2) in 'n bydraeboekie ingeplak en sodanige bydraeboekie voor die begin van die vakansietydperk by die sekretaris en/of tesourier van die fonds ingedien is: Met dien verstande dat die Raad die sekretaris en/of tesourier van die fonds kan magtig om 'n werknemer te betaal wat om 'n grondige rede, na die goedvinde van die Raad, nie sy bydraeboekie teen sodanige datum ingedien het nie.

(7) 'n Werknemer is nie daarop geregtig nie om voor die dag onmiddellik voor die aanvang van die verloftydperk, betaling te eis vir seëls wat voor die tweede Vrydag in November van elke jaar aan hom uitgereik is. Die Raad beskik egter oor die reg om sodanige uitbetaling te magtig, indien dit na sy mening raadsaam is om dit te doen. Ingeval die werknemer te sterwe kom, moet die bedrag wat uit genoemde fonds aan hom verskuldig is, per tjek aan sy boedel uitbetaal word en sodanige tjek moet ten gunste van sodanige boedel uitgemaak word wanneer sy bydraeboekie by die sekretaris en/of tesourier van die fonds ingedien word.

(8) Die bydraeboekies en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en geen geld wat ingevolge daarvan aan 'n werknemer verskuldig is, kan gesedeer of verpand word nie.

(9) Geen vakansieseëls mag anders as ooreenkomstig hierdie klousule aan 'n werknemer uitgereik word nie en geen werknemer is in enige jaar geregtig op betaling uit die fonds van 'n bedrag wat groter as 50 weeklikse aftrekkings is nie.

(10) Enige onopgeëiste geld wat aan die einde van elke jaar in die krediet van die vakansiefonds staan, moet, na verloop van ses maande vanaf die datum van die jaarlikse uitbetaling, na die Algemene Fonds en/of Militêre Fonds van die Raad oorgeplaas word: Met dien verstande dat ingeval laat eise ontvang word nadat die voorgeskrewe tyd verstryk het, die uitbetaling van sodanige eise op hul meriete deur die Raad oorweeg sal word.

(11) *Spesiale spaarseëls:* Voorsiening word hierby gemaak vir die uitreiking van spesiale spaarseëls met waardes van R5, R2 en R1. Hierdie seëls kan deur werkgewers namens werknemers of deur werknemers self gekoop word by die Sekretaris van die Raad. Die koop en aflos van sodanige seëls is *mutatis mutandis* onderworpe aan voormelde bepalings van hierdie klousule.

Afsonderlike "spaarseëlboekies" sal op versoek deur die Raad verskaf word.

(12) 'n Werkgever wat versuim om die werklike bedrag wat elke week ingevolge hierdie klousule betaalbaar is, te betaal, moet 'n bedrag gelyk aan 10 persent van die verskil tussen die bedrag betaalbaar en die bedrag wat in werklikheid betaal is, betaal bykomend by die bedrag wat te min betaal is.

(13) Die bydraeboekies en seëls in hierdie klousule genoem, moet in dié vorm wees wat die Raad van tyd tot tyd vasstel, en kan, na goedvinde van die Raad, met enige ander bydraeboekie en/of seël gekombineer word wat by enige bepaling van hierdie Ooreenkoms voorgeskryf word.

## 23. DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat in die lewe geroep is deur die Building Industries Federation (S.A.)], hierna die "Nasionale Fonds" genoem, magtig hy hierby met die doel om die oogmerke uiteengesit in die konstitusie van genoemde Nasionale Fonds te verwesenlik, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgewer moet, behoudens subklousules (3) en (4) hiervan, 'n bedrag van 7c week ten opsigte van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) tot (f) voorgeskryf word, tot die Nasionale Ontwikkelingsfonds bydra.

(3) 'n Werkgever betaal geen bydrae ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir hom werk nie.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(5) The procedure prescribed in clause 22 of this Agreement shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2½ per cent which amount shall accrue to the General Fund of the Council.

(7) An employer who fails to pay the actual amount due each week in terms of this clause, shall pay an amount of 10 per cent of the difference between the amount due and the amount actually paid, in addition to the amount underpaid.

(8) Copies of the constitution of the National Fund shall be lodged with the Council and with the Secretary for Manpower Utilisation, and copies of the balance sheet and audited accounts of the fund shall be lodged with the Council and the Secretary for Manpower Utilisation within three months of the close of the period covered thereby. For the purpose of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

#### 24. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the Training Fund, hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Each employer shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the Training Fund an amount of 50c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) to (f).

(3) No payment shall be made by an employer in respect of an employee who works less than 16 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(5) The procedure prescribed in clause 31 of this Agreement shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said Training Fund the total amount of contributions collected by it in terms of subclause (b), less a collection fee of 2½ per cent which amount shall accrue to the General Fund of the Council.

(7) An employer who fails to pay the actual amount due each week in terms of this clause, shall pay an amount of 10 per cent of the difference between the amount due and the amount actually paid, in addition to the amount underpaid.

(8) Copies of the constitution and of audited accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Secretary for Manpower Utilisation. For the purpose of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

#### 25. FIRST AID

Each employer shall provide and maintain in good order suitable first aid equipment on any premises where employees are employed by him.

#### 26. TIME AND WAGE RECORD

(1) Employers shall keep such time and wage records as are prescribed by regulations under the Act.

(2) Employers shall provide and employees shall fill in time sheets each week giving particulars of—

- job for which work is being done;
- class of work on which employed;
- time worked on each day on each class of work; and
- the number of hours overtime worked each day and the time of the day such overtime was worked: Provided that where an employer keeps time books reflecting the information detailed above, the provision and completion of time sheets will not be required.

(4) Wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgevers werksaam was, moet die werkgever wat hom in daardie week die eerste vir minstens 16 uur in diens gehad het, die bedrae vir daardie week betaal.

(5) Die prosedure in klousule 22 van hierdie Ooreenkoms voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingskoste van 2½ persent, wat die Algemene Fonds van die Raad toeval, aan genoemde Nasionale Fonds betaal.

(7) 'n Werkgever wat versuim om die werklike bedrag wat elke week ingevolge hierdie klousule betaalbaar is, te betaal, moet 'n bedrag gelyk aan 10 persent van die verskil tussen die bedrag betaalbaar en die bedrag wat in werklikheid betaal is, betaal bykomend by die bedrag wat te min betaal is.

(8) Kopieë van die konstitusie van die Nasionale Fonds moet by die Raad en by die Sekretaris van Mannekragbenutting ingedien word, en kopieë van die balansstaat en geouditeerde rekenings van die fonds moet binne drie maande vanaf die sluitingsdatum van die tydperk wat daardeur gedek word by die Raad en die Sekretaris van Mannekragbenutting ingedien word. Vir die toepassing van hierdie subklousule omvat die woord "konstitusie" alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

#### 24. WERWINGS- EN -OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid [in die lewe geroep deur die Building Industries Federation (S.A.)], hierna die Opleidingsfonds genoem, magtig hy hierby, vir die doel om uitvoering te gee aan die oogmerke wat in die konstitusie van genoemde Opleidingsfonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgever moet, behoudens subklousules (3) en (4) hiervan, 'n bedrag van 50c per week ten opsigte van elkeen van sy werknemers vir wie lone in klousule 4 (1) (a) tot (f) voorgeskryf word, tot die Opleidingsfonds bydra.

(3) 'n Werkgever betaal geen bydrae ten opsigte van 'n werknemer wat minder as 16 uur in 'n week in sy diens is nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die bydrae ten opsigte van daardie week gedoen word deur die werkgever by wie hy eerste gedurende daardie week minstens 16 uur in diens is.

(5) Die prosedure in klousule 31 van hierdie Ooreenkoms voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (b) ingevorder het, min invorderingskoste van 2½ persent, wat die Algemene Fonds van die Raad toeval, aan genoemde Opleidingsfonds oorbetal.

(7) 'n Werkgever wat versuim om die werklike bedrag wat elke week ingevolge hierdie klousule betaalbaar is, te betaal, moet 'n bedrag gelyk aan 10 persent van die verskil tussen die bedrag betaalbaar en die bedrag wat in werklikheid betaal is, betaal bykomend by die bedrag wat te min betaal is.

(8) Kopieë van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Sekretaris van Mannekragbenutting ingedien word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "konstitusie" ook alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

#### 25. EERSTEHULP

Elke werkgever moet op 'n perseel waar hy werknemers in diens het geskikte eerstepuitrusting verskaf en in 'n goeie toestand hou.

#### 26. TYD- EN LOONREGISTERS

(1) Werkgevers moet dié tyd- en loonregisters wat by regulasies kragtens die Wet voorgeskryf word, hou.

(2) Werkgevers moet tydstate verskaf en werknemers moet elke week die volgende besonderhede daarop invul:

- Die bepaalde taak waarvoor die arbeid verrig word;
- die klas werk waarin hy werksaam is;
- die tyd wat elke dag aan elke klas werk bestee is; en
- die getal ure elke dag oortyd gewerk en die tyd van die dag wat die oortydwerk verrig is: Met dien verstande dat indien 'n werkgever tydboeke hou wat die inligting weergee wat hierbo in besonderhede gemeld is, die verskaffing en invulling van tydstate nie vereis sal word nie.

**27. PIECEWORK/TASK WORK/INCENTIVE SCHEMES**

(1) The giving out by employers or the performance by employees of work on a piecework or task work basis is prohibited.

(2) Notwithstanding the provisions of subclause (1) of this clause it shall be permissible, by mutual agreement between any individual employer and his employee, to introduce and to operate a system of incentive payments: Provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clauses 4, 7, 9, 20 and 22 of this Agreement; provided further that the other provisions of this Agreement are adhered to in every respect. Apprentices shall not be allowed to participate in such incentive system. Any dispute arising out of the operation of this subclause may be submitted by either party to the Council for decision.

**28. ORGANISATION FACILITIES**

Organisation facilities shall be given to organisers of the trade union to have access to their members subject to the consent of the employer or his duly authorised representative.

**29. ADMINISTRATION OF AGREEMENT**

The Council shall be the body responsible for the administration of the Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

**30. EXEMPTIONS**

(1) Subject to the proviso to section 51 (3) of the Act the Council may, in writing, grant exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

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

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

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

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

**31. GENERAL FUND**

(1) For the purposes of meeting the expenses of the Council, every employer shall deduct 7c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (f) and 2c per week from the earnings of all other employees, other than building assistants, Grade I and Grade II, and for every 7c so deducted the employer shall contribute 6c and for every 2c so deducted the employer shall contribute 2c and the said amounts shall be paid by the employer to the Council in accordance with the procedure prescribed in subclause (2): Provided that the amount payable by an employer in respect of this clause shall not be less than 25c in any week.

(2) All amounts payable in accordance with the provisions of subclause (1) of this clause, together with a statement showing the number of employees employed and their trades and occupations shall be forwarded by the employer to the Secretary of the Council on or before the seventh day of each month, in respect of the previous month's dues together with the particulars referred to in subclause (3).

(3) Each employer shall, when forwarding his contributions to the Council, supply the number of artisans and the number of other employees employed by him.

(4) Where an employer did not employ any employees as specified in subclause (1) of this clause, such employer shall nevertheless submit a return on or before the seventh day of each month with the words "No Employees" written across the form, together with the minimum contribution of 25c per week as prescribed in subclause (1).

**27. STUKWERK/TAAKWERK/AANSPORINGSKEMAS**

(1) Die uitbesteding deur werkgewers, of die verrigting deur werknemers van werk op 'n stukwerk- of taakwerkgrondslag, word verbied.

(2) Ondanks subklousule (1) van hierdie klousule mag 'n aansporingsbetalingstelsel by wyse van 'n onderlinge ooreenkoms tussen 'n individuele werkgewer en sy werknemer ingevoer en daarvolgens gewerk word: Met dien verstande dat die besoldiging en ander geldelike voordele wat werknemers toekom nie as gevolg van die invoering en werking van sodanige stelsel minder mag wees nie as die wat in klousules 4, 7, 9, 20 en 22 van hierdie Ooreenkoms voorgeskryf word; voorts met dien verstande dat daar in elke ander opsig by die ander bepalings van hierdie Ooreenkoms gehou word. Vakleerlinge mag nie toegelaat word om aan so 'n aansporingskema deel te neem nie. Enigeen van die twee partye mag 'n geskil wat uit die toepassing van hierdie subklousule voortspruit, aan die Raad voorlê vir sy beslissing.

**28. ORGANISASIEFASILITEITE**

Behoudens die toestemming van die werkgewer of by behoorlik gemagtigde verteenwoordiger, moet organisatiefasiliteite aan organiseerders van die vakvereniging verleen word sodat hulle toegang tot hul lede kan hê.

**29. ADMINISTRASIE VAN OOREENKOMS**

Die Raad is die liggaam wat vir die administrasie van die Ooreenkoms verantwoordelik is en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

**30. VRYSTELLINGS**

(1) Behoudens die voorbehoudsbepaling by artikel 51 (3) van die Wet kan die Raad om 'n afdoende rede skriftelike vrystelling van die bepalings van hierdie Ooreenkoms aan enige persoon of persone verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens hierdie klousule verleen word, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing aan die betrokke persoon of persone, enige vrystellingsertifikaat mag intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingsertifikaat onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrygestel word. 'n Sertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is, geldig nie.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit toegestaan is, wysig of intrek sonder om 'n rede aan te voer.

(5) 'n Werkgewer moet hom hou aan die gewysigde voorwaardes wat ooreenkomstig hierdie klousule deur 'n vrystellingsertifikaat geskep word.

**31. ALGEMENE FONDS**

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 7c per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (f) voorgeskryf word en 2c per week van die verdienste van alle ander werknemers, uitgesonderd bou-assistente, graad I en II, en vir elke 7c aldus afgetrek moet die werkgewer 6c bydra en vir elke 2c aldus afgetrek, moet die werkgewer 2c bydra, en die werkgewer moet genoemde bedrae volgens die prosedure in subklousule (2) hiervan voorgeskryf aan die Raad betaal: Met dien verstande dat die bedrag wat 'n werkgewer ten opsigte van hierdie klousule moet betaal nie minder as 25c per week mag wees nie.

(2) Die werkgewer moet alle bedrae wat ooreenkomstig subklousule (1) van hierdie klousule betaalbaar is, en ook 'n staat wat die getal werknemers in diens en hul ambagte aantoon, saam met die besonderhede in subklousule (3) van hierdie klousule gemeld, voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae verskuldig is, aan die Sekretaris van die Raad stuur.

(3) Elke werkgewer moet, wanneer hy sy bydraes aan die Raad stuur, die getal ambagsmanne en die getal ander werknemers verstrek, wat by hom werksaam is.

(4) Wanneer 'n werkgewer geeneen van die werknemers in subklousule (1) van hierdie klousule gemeld, in diens gehad het nie, moet sodanige werkgewer nietemin voor of op die sewende dag van elke maand 'n opgaaf met die woorde "geen Werknemers" dwarsoor die vorm geskryf, saam met die minimum bydrae van 25c per week soos voorgeskryf in subklousule (1) indien.

(5) An employer who fails to pay the actual amount due each week in terms of this clause, shall pay an amount of 10 per cent of the difference between the amount due and the amount actually paid, in addition to the amount underpaid.

### 32. SICK LEAVE—BUILDING ASSISTANTS, GRADE I AND GRADE II

(1) An employer shall grant to his building assistant, Grade I, and building assistant, Grade II, who has completed 22 days' employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, one day's leave for each completed 22 days' of employment (not necessarily worked consecutively), during any period of 12 consecutive months, and shall pay him in respect of each such day pay calculated at one-fifth of his weekly wage which he was receiving before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the illness or injury in respect of each period of absence for which payment is claimed: Provided further that failure to produce such certificate on request shall absolve the employer from making any payment in respect of such absence. Such sick leave shall not be accumulative beyond every cycle of 12 consecutive months.

(2) For the purpose of this subclause "employment" shall be deemed to include any period or periods during which the employee is—

- (a) absent on leave in terms of clause 19 of this Agreement;
- (b) absent from work on the instructions or at the request of his employer;
- (c) absent from work on the following public holidays, viz.: Good Friday, Easter Monday, Ascension Day, Republic Day and Day of the Covenant.

### 33. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, if he has not already done so in terms of any previous agreement of the Council, within three months, forward to the Secretary of the Council the following particulars:

- (i) His full name;
- (ii) his business address;
- (iii) the trade or trades which he is carrying on in the Industry.

(b) The particulars required under paragraph (a) shall also be furnished by all employers entering the Building Industry after the date on which the Agreement comes into operation within one month of commencing operation.

(c) Where the employer is a partnership or a company information in accordance with paragraph (a) shall be furnished in respect of each partner, director, etc. The title under which the partnership or company is operating shall be furnished.

(2) 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, lodge with the Council a guarantee acceptable to the Council to cover the payment in respect of his employees of two weeks—

(a) wages as prescribed in this Agreement;

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

Provided that the guarantee lodged by the employer shall be for an amount of not less than R100, irrespective of the number of employees in the employment of such employer: Provided further that the Secretary of the Council shall return such guarantee to the employer concerned, after being notified of the termination of business.

(3) The Secretary of the Council shall maintain a register of all employers referred to in subclause (1).

(4) Every registered employer shall notify the Council by registered post of any change in the particulars furnished on registration within a period of one month of such change.

(5) 'n Werkgewer wat versuim om die werklike bedrag wat elke week ingevolge hierdie klousule betaalbaar is, te betaal, moet 'n bedrag gelyk aan 10 persent van die verskil tussen die bedrag betaalbaar en die bedrag wat in werklikheid betaal is, betaal bykomend by die bedrag wat te min betaal is.

### 32. SIEKTEVERLOF—BOU-ASSISTENTE, GRAAD I EN GRAAD II

(1) 'n Werkgewer moet aan sy bou-assistent, graad I, en bou-assistent, graad II, wat 22 dae diens by hom voltooi het en van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, een dag verlof toestaan vir elke voltooide 22 dae diens by hom (wat nie noodwendig agtereenvolgens gewerk is nie), in 'n tydperk van 12 agtereenvolgende maande en moet hom ten opsigte van elke sodanige dag besoldiging betaal bereken teen een vyfde van sy weekloon wat hy voor die aanvang van die verlof ontvang het: Met dien verstande dat die werkgewer kan vereis dat 'n sertifikaat, onderteken deur 'n geregistreerde mediese praktisyn, wat die aard en duur van die siekte of ongeluk aantoon ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, voorgelê word; voorts met dien verstande dat versuim om sodanige sertifikaat op versoek voor te lê, die werkgewer daarvan vrystel om enige bedrag ten opsigte van sodanige afwesigheid te betaal. Sodanige siekteverlof mag nie vir langer as een kringloop van 12 agtereenvolgende maande ooploop nie.

(2) Vir die toepassing van hierdie subklousule word "diens" geag enige tydperk of tydperke in te sluit wat die werknemer—

- (a) ingevolge klousule 19 van hierdie Ooreenkoms met verlof afwesig is;
- (b) op las of op die versoek van die werkgewer van die werk afwesig is;
- (c) op die volgende openbare vakansiedae van die werk afwesig is: Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag en Gelfotepadag.

### 33. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer in die Bounywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms moet, indien hy dit nie reeds ooreenkomstig 'n vorige ooreenkoms van die Raad gedoen het nie, binne drie maande die volgende besonderhede aan die Sekretaris van die Raad stuur:

- (i) Sy volle naam;
- (ii) sy besigheidsadres;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen.

(b) Alle werkgewers wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, moet die besonderhede wat ingevolge paragraaf (a) vereis word, binne een maand vanaf die datum waarop hulle met hul werksaamhede begin, verstrek.

(c) Waar die werkgewer 'n vennootskap of 'n maatskappy is, moet die inligting wat by paragraaf (a) vereis word, ten opsigte van elke vennoot, direkteur, ens., verstrek word. Die naam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

(2) 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 die datum waarop sodanige werkgewer met sy werksaamhede begin, na gelang van die geval, 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om vir twee weke die betaling ten opsigte van sy werknemers te dek van—

- (a) lone soos in hierdie Ooreenkoms voorgeskryf;
- (b) ander geldelike verpligtinge waarvoor die werkgewer ingevolge hierdie of enige ander ooreenkoms van die Raad aanspreeklik is:

Met dien verstande dat die waarborg wat deur die werkgewer ingedien word vir 'n bedrag van minstens R100 moet wees, ongeag die aantal werknemers in diens by sodanige werkgewer: Voorts met dien verstande dat die Sekretaris van die Raad sodanige waarborg aan die betrokke werkgewer moet teruggee nadat hy in kennis gestel is van die beëindiging van die besigheid.

(3) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers in subklousule (1) hiervan bedoel.

(4) Elke geregistreerde werkgewer moet die Raad in kennis stel van enige verandering in die besonderhede wat by registrasie verskaf is en wel binne 'n tydperk van een maand na enige sodanige verandering.

## 34. AGENTS

(1) The Council shall appoint one or more persons as agent or agents to assist in giving effect to the terms of this Agreement. An agent shall have the right to—

(a) enter, at any time, any premises or place in which operations in the Building Industry is carried on when he has reasonable cause to believe that any person is employed therein;

(b) examine orally, either alone or in the presence of any other persons he may think fit, every person whom he finds in or about the premises or place and require such persons to answer the questions put to him with respect to matters relating to this Agreement;

(c) require the production of, inspect, examine and make copies of such books, time-sheets, records and documents as he may deem necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering any premises or place or inspecting or examining any person, book or document, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all facilities referred to.

## "35. MILITARY SERVICE FUND (EAST LONDON)

(1) The Military Service Fund (East London) hereinafter referred to as the 'Military Fund', established under Government Notice R. 2230, dated 28 October 1977, is hereby continued.

(2) The Military Fund shall consist of—

(a) R20 000 transferred from forfeited Holiday Fund moneys;

(b) any other moneys which may be transferred to the Military Fund from future forfeited Holiday Fund moneys; and

(c) all interest derived from the investment of any moneys of the Military Fund.

(3) The Military Fund shall be administered by a Committee appointed by the Council and shall consist of at least one member nominated by the employers' organisation and at least one member nominated by the trade unions.

(4) The Committee shall meet monthly, bi-monthly or as often as is deemed necessary.

(5) The object of the Military Fund is to give assistance to employees doing military service or training in pursuance of the Defence Act, 1957, and to that end the Military Fund shall—

(a) grant financial assistance to such employees as determined by the Committee from time to time; and

(b) issue stamps to such employees who would otherwise have been entitled thereto had they been working in the industry within the area of the jurisdiction of the Council.

(6) In order to qualify for benefits under the Military Fund, an employee shall—

(a) have earned a minimum of 16 stamps during the 12 months immediately prior to the date of his commencing military service; and

(b) provide such documentary proof of his military service as the Committee may require.

(7) The provisions of subclause (6) (a) shall not apply in the case of apprentices and building assistants, Grade I and Grade II.

(8) All expenses incurred in connection with the administration of the Military Fund shall be charged to it.

(9) The members of the Committee appointed in terms of subclause (3) shall not be liable for the debts and liabilities of the Military Fund and they are hereby indemnified by the Military Fund against all losses and expenses incurred by them in or about the bona fide discharge of their services.

(10) If at any time the amount standing to the credit of the Military Fund falls below R500, payments shall be suspended and shall not be resumed until the amount to the credit of the Military Fund exceeds R2 500.

(11) Upon the expiration of this Agreement or the discontinuation of the Military Fund, the moneys standing to its credit shall be transferred to such other fund or funds as the Council may decide, and should the Council fail to come to such decision for any reason whatsoever, such moneys shall accrue to the general funds of the Council."

## 34. AGENTE

(1) Die Raad moet een of meer persone as agent of agente aanstel om hom te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent het die reg om—

(a) te eniger tyd 'n perseel of plek waarin werksaamhede in die Bounywerheid verrig word, te betree, indien hy redelike grond het om te vermoed dat enigeen daarin werksaam is;

(b) elkeen wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van enigiemand anders wat hy mag goedvind, mondeling te ondervra en om van sodanige persone te vereis om die vrae wat aan hulle gestel word ten opsigte van aangeleenthede wat hierdie Ooreenkoms raak, te beantwoord;

(c) te vereis dat dié boeke, tydstaats, registers en dokumente wat hy nodig mag ag om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voorgelê word, dit te inspekteer, ondersoek en kopieë daarvan te maak.

(2) Die agent kan 'n tolk met hom saamneem wanneer hy 'n perseel of plek betree of 'n persoon ondervra, of 'n boek of dokument nagaan.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet die agent alle fasiliteite wat gemeld word, verleen.

## 35. MILITÊREDIENSFONDS (OOS-LONDEN)

(1) Die Militêrediensfonds (Oos-Londen), hierna die 'Militêre Fonds' genoem, ingestel by Goewermmentskennisgewing R. 2230 van 28 Oktober 1977, word hierby voortgesit.

(2) Die Militêre Fonds bestaan uit—

(a) R20 000 oorgedra uit verbeurde Vakansiefondsgeld;

(b) enige ander geld wat aan die Militêre Fonds oorgedra mag word uit Vakansiefondsgeld wat in die toekoms verbeur mag word; en

(c) alle rente verkry uit die belegging van enige geld van die Militêre Fonds.

(3) Die Militêre Fonds word geadminestreer deur 'n Komitee wat deur die Raad aangestel word en bestaan uit minstens een lid deur die werkgewersorganisasie benoem en minstens een lid deur die vakverenigings benoem.

(4) Die Komitee moet maandeliks, halfmaandeliks of so dikwels as wat nodig geag word, vergader.

(5) Die oogmerk met die Militêre Fonds is om hulp te verleen aan werknemers wat militêre diens verrig of militêre opleiding ondergaan ooreenkomstig die Verdedigingswet, 1957, en vir dié doel moet die Militêre Fonds—

(a) geldelike hulp verleen aan werknemers soos van tyd tot tyd deur die Komitee bepaal word; en

(b) seëls uitreik aan werknemers wat andersins daarop geregtig sou gewees het as hulle in die Nywerheid binne die regsgebied van die Raad gewerk het.

(6) Ten einde in aanmerking te kom vir bystand ooreenkomstig die Militêre Fonds, moet 'n werknemer—

(a) minstens 16 seëls verdien het gedurende die 12 maande onmiddellik voor die aanvangsdatum van sy militêre diens; en

(b) sodanige dokumentêre bewys van sy militêre diens voorlê as wat die Komitee mag vereis.

(7) Subklousule (6) (a) is nie in die geval van vakleerlinge en bou-assistente, graad I en graad II, van toepassing nie.

(8) Alle uitgawes aangegaan in verband met die administrasie van die Militêre Fonds kom ten laste van die Fonds.

(9) Die lede van die Komitee wat ooreenkomstig subklousule (3) aangestel word, is nie aanspreeklik vir die skulde en laste van die Militêre Fonds nie en hulle word hierby deur die Militêre Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in verband met die bona fide-uitvoering van hul dienste.

(10) Indien die bedrag in die krediet van die Militêre Fonds te eniger tyd benede R500 daal, moet uitbetaling gestaak word en nie hervat word nie totdat die bedrag in die krediet van die Militêre Fonds op meer as R2 500 te staan kom.

(11) By verstryking van hierdie Ooreenkoms of by die staking van die Militêre Fonds, moet die geld in die krediet van die Fonds oorgeplaas word na sodanige ander fonds of fondse as waartoe die Raad mag besluit, en indien die Raad om enige rede hoegenaamd versuim om sodanige besluit te neem, moet sodanige geld aan die algemene fondse van die Raad toeval."

## 36. PENSION FUND

(1) (a) The Pension Fund hereinafter referred to as "the Fund" established under Government Notice R. 1697, dated 22 September 1972, is hereby continued.

(b) The Council having negotiated a satisfactory pension and life assurance scheme with the Federated Insurance Company Limited hereby authorises, for the purpose of implementing the objects of this clause, the payment of contributions in accordance with the procedure detailed hereunder.

(c) Copies of all documents containing detailed information of the Pension and Life Assurance Scheme and any amendments thereto, shall be lodged with the Secretary for Manpower Utilisation.

(d) No member who leaves the Industry may claim a refund of his contribution to the Pension Fund within a period of five years from the date on which he leaves the Industry.

(2) *Contributions.*—(a) In accordance with the procedure laid down in paragraphs (b) to (k), every artisan, foreman and general foreman shall contribute an amount of 63c per week to the Fund. Every employer to whom this Agreement applies shall add to the employee's contribution an amount of R3,57 per week, thus making a total contribution of R4,20 per week. The employer's contribution shall be increased by R1,50 per week each year in the first pay week commencing after 1 November, the first increase to take place in November 1979. The total contribution shall be paid by him weekly to the Secretary.

(b) No payment or deduction shall be made in terms of paragraph (a) hereof by an employer in respect of an employee who works less than eight hours for him in any week.

(c) Where an employee is employed by two or more employers during the same week, the deduction and contribution in terms of paragraph (a) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.

(d) Every employer shall in respect of each amount so paid by him in terms of paragraph (a), issue on each pay-day to each of his employees to whom this Agreement applies, a stamp or other voucher to the value of such amount or which includes such amount.

(e) Every employee shall immediately affix such stamp or voucher in his contribution book which shall be retained by him.

(f) Every employee shall immediately after 31 October and not later than the second Friday in November in each and every year, hand his contribution book in to the Secretary who shall issue a receipt therefor.

(g) No contribution book shall contain more than 50 stamps or vouchers, and should more be affixed therein the excess shall be confiscated by the Secretary and the value thereof applied to the general funds of the Council. Stamps or vouchers are not transferable, neither are contribution books.

(h) The contribution of the employer shall not be refundable to the employee once the stamp has been issued to him.

(i) The stamps or vouchers referred to in paragraph (d) of this clause shall be purchased by employers from the Secretary and an adequate supply thereof shall at all times be maintained by every employer: Provided that an employer may obtain a refund from the Fund of the value of any unused stamps or vouchers. An application for such refund shall be made to the Fund not later than 30 days after 31 October in each year or the expiration of this Agreement.

(j) An application for the contribution book shall be made by the employee on a form to be obtained from the Secretary.

(k) The Council may in its discretion combine the stamp or voucher and contribution book referred to in this clause with any other stamps, vouchers or contribution books which it may from time to time decide to introduce.

(l) An employer who fails to pay the actual amount due each week in terms of this clause, shall pay an amount of 10 per cent of the difference between the amount due and the amount actually paid, in addition to the amount underpaid.

(m) The contributions collected by the Council in terms of this clause shall be paid to the Federated Employers' Insurance Co. Ltd: Provided that the Council may retain 2½ per cent of the contributions collected as administrative expenses, which amount shall be paid into the general funds of the Council.

## 36. PENSIOENFONDS

(1) (a) Die Pensioenfonds, hierna "die Fonds" genoem, ingestel by Goewermentskennisgewing R. 1697 van 22 September 1972, word hierby voortgesit.

(b) Aangesien die Raad 'n bevestigende pensioen en lewensversekeringskema met die Federated Insurance Company beding het, word die aftrekking van bydraes, om die doelstellings van hierdie klousule te implementeer, hierby gemagtig.

(c) Kopieë van alle dokumente wat gedetailleerde inligting bevat van die Pensioen- en Lewensversekeringskema en alle wysigings daarvan, moet by die Sekretaris van Mannekragbenutting ingedien word.

(d) Geen lid wat die Nywerheid verlaat, mag binne 'n tydperk van vyf jaar vanaf die datum waarop hy die Nywerheid verlaat 'n terugbetaling van sy bydraes tot die Pensioenfonds eis nie.

(2) *Bydraes.*—(a) Ooreenkomstig die prosedure wat in paragraaf (b) tot (k) voorgeskryf is, moet elke ambagsman, voorman en algemene voorman 'n bedrag van 63c per week tot die Fonds bydra. Elke werkgewer op wie hierdie Ooreenkoms van toepassing is, moet 'n bedrag van R3,57 per week by die werknemer se bydrae voeg, om sodoende 'n totale bydrae van R4,20 per week te maak. Die werkgewer se bydrae moet elke jaar in die eerste betaalweek wat na 1 November begin, met R1,50 per week verhoog word. Die eerste verhoging geskied in November 1979. Die totale bydrae moet weekliks deur hom aan die Sekretaris betaal word.

(b) 'n Werkgewer mag geen bedrag ingevolge paragraaf (b) hiervan betaal of aftrek ten opsigte van 'n werknemer wat minder as agt uur in 'n week vir hom werk nie.

(c) Waar 'n werknemer gedurende dieselfde week deur twee of meer werkgewers in diens geneem word, moet die werkgewer wat hom eerste vir minstens agt uur gedurende daardie week in diens geneem het die bedrag en die bydrae ingevolge paragraaf (a) aftrek en betaal.

(d) Elke werkgewer moet ten opsigte van elke bedrag wat hy aldus ingevolge paragraaf (a) betaal, op elke betaaldag aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n seël of ander bewys uitreik ter waarde van sodanige bedrag of wat sodanige bedrag insluit.

(e) Elke werknemer moet onmiddellik sodanige seël of bewys inplak in sy bydraeboek, wat hy moet hou.

(f) Elke werknemer moet onmiddellik na 31 Oktober en nie later nie as die tweede Vrydag in November elke jaar sy bydraeboek indien by die Sekretaris, wat 'n kwitansie daarvoor moet uitreik.

(g) Geen bydraeboek mag meer as 50 seëls of bewyse bevat nie, en indien daar meer ingeplak is, moet die wat oortollig is deur die Sekretaris gekonfiskeer word en die waarde daarvan vir die algemene fondse van die Raad aangewend word. Seëls en bewyse en ook bydraeboeke is nie oordraagbaar nie.

(h) Die bydrae van die werkgewer, naamlik R1,89 per week, is nie aan die werknemer terugbetaalbaar as die seël eers aan hom uitgereik is nie.

(i) Die seëls of bewyse in paragraaf (d) van hierdie klousule vermeld, moet deur die werkgewers van die Sekretaris gekoop word en elke werkgewer moet te alle tye 'n toereikende voorraad daarvan voorhande hou: Met dien verstande dat 'n werkgewer die waarde van alle ongebruikte seëls of bewyse van die Fonds kan terugeis. 'n Aansoek om sodanige terugbetaling moet die Fonds nie later nie as 30 dae na 31 Oktober in elke jaar of na die verstryking van hierdie Ooreenkoms, bereik.

(j) Aansoek om 'n bydraeboek moet deur die werknemer gedoen word op 'n vorm wat van die Sekretaris verkrygbaar is.

(k) Die Raad kan na eie goedvinde die seël of bewys en bydraeboek in hierdie klousule vermeld, kombineer met enige ander seëls, bewyse of bydraeboeke wat hy van tyd tot tyd mag besluit om in te stel.

(l) 'n Werkgewer wat versuim om die werklike bedrag wat elke week ingevolge hierdie klousule betaalbaar is, te betaal, moet 'n bedrag gelyk aan 10 persent van die verskil tussen die bedrag betaalbaar en die bedrag wat in werklikheid betaal is, betaal bykomend by die bedrag wat te min betaal is.

(m) Die bydraes wat die Raad ingevolge hierdie klousule invorder, moet aan die Federated Employers' Insurance Co. Ltd, betaal word: Met dien verstande dat die Raad 2½ persent van die bydraes wat ingevorder is, as administratiewe uitgawes mag behou, en dié bedrag moet in die algemene fondse van die Raad inbetaal word.

(3) *Membership.*—(a) (i) Subject to the provisions of paragraph (b) of this subclause, membership of the Fund shall be compulsory for all artisans, foremen and general foremen.

(ii) Persons other than those referred to in paragraph (a) hereof who are actively engaged or employed in the Industry may in the discretion of the Council be admitted to membership of the Fund and the provisions of this Agreement shall *mutatis mutandis* apply to any person so admitted: Provided, however, that such person shall be required to contribute not less than the combined contribution of members and employers as prescribed in subclause (2) and provided further that such contributions shall be made direct to the Federated Employers' Insurance Co. Ltd.

(b) Every artisan, foreman and general foreman for whom membership of the Fund is compulsory in terms of paragraph (a) (i) shall complete an application for membership form obtainable from the Secretary, and lodge such completed form with the Secretary within one month of the date on which—

(i) this Agreement comes into operation, if employed in the Building Industry at such date;

(ii) he enters or re-enters or becomes employed in the Building Industry as an artisan, foreman or general foreman.

(c) Notwithstanding the provisions of paragraph (a), the terms of this clause shall not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any fund providing pension and/or provident benefits, which was in existence on the said date and in which the employer of that employee was on the said date a participant; or to the employer of such employee, during such period only as such fund continues to operate and both employer and employee are participants therein, if, in the opinion of the Council, the benefits which such fund provides are on the whole not less favourable than the benefits provided by the Fund.

(4) *Administration.*—(a) The Fund shall be administered by the Council or a Management Committee appointed by the Council, in accordance with rules approved by the Council. The Management Committee shall be appointed from amongst the representatives of the employers and employees on the Council and their alternates and shall consist of an equal number of representatives of employers and employees. The rules of the Fund shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act, 1956, or any other act and a copy of the rules and of any amendments thereto shall be lodged with the Secretary for Manpower Utilisation.

(b) The Council may at any time make new rules and alter or repeal any existing rules; copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Manpower Utilisation.

(c) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council or the Management Committee in respect of this Agreement and the trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement.

(5) *Indemnity.*—The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

### 37. EXHIBITION OF AGREEMENT

Each employer shall cause a copy of this Agreement, in both official languages, to be exhibited in a conspicuous position easily accessible to all his employees, in every workshop or yard where he carries on business.

Signed on behalf of the parties at East London this 15th day of August 1979.

G. H. DODD, Chairman.

J. V. V. MEYER, Vice-Chairman.

G. R. REED, Secretary.

(3) *Lidmaatskap.*—(a) (i) Behoudens paragraaf (b) van hierdie subklousule is lidmaatskap van die Fonds verpligtend vir alle ambagsmanne, voormanne en algemene voormanne.

(ii) Persone, uitgesonderd die in subparagraaf (i) hiervan vermeld, en wat aktief by die Nywerheid betrokke of daarin werksaam is, mag na goedvinde van die Raad tot lidmaatskap van die Fonds toegelaat word, en die bepalings van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige persoon wat aldus toegelaat word: Met dien verstande egter dat sodanige persoon minstens die gesamentlike bydrae van lede en werkgewers, soos in subklousule (2) voorgeskryf, moet bydra; en voorts met dien verstande dat sodanige bydraes regstreeks by die Federated Employers' Insurance Co. Ltd, betaal moet word.

(b) Elke ambagsman, voorman en algemene voorman vir wie lidmaatskap van die Fonds ingevolge paragraaf (a) (i) verpligtend is, moet 'n aansoekvorm om lidmaatskap wat van die Sekretaris verkrygbaar is, invul en sodanige ingevulde vorm by die Sekretaris indien binne een maand na die datum waarop—

(i) hierdie Ooreenkoms van krag word, as hy op sodanige datum in die Bounywerheid in diens is;

(ii) hy as 'n ambagsman, voorman of algemene voorman tot die Bounywerheid toetree of weer toetree of daar in diens geneem word.

(c) Ondanks paragraaf (a), is die bepalings van hierdie klousule nie van toepassing nie op 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n deelhebber is in en 'n lid is van 'n fonds wat vir pensioen- en/of voorsorgvoordele voorsiening maak, of dit daarna word, en wat bestaan het op genoemde datum en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelhebber was; of op die werkgewer van sodanige werknemer slegs gedurende die tydperk wat sodanige fonds in werking bly en sowel die werkgewer as die werknemer deelhebbers daarin is, indien, na die mening van die Raad, die voordele wat sodanige fonds verskaf oor die algemeen minder gunstig is as die voordele wat verskaf word deur die Fonds.

(4) *Administrasie.*—(a) Die Fonds word deur die Raad of 'n Bestuurskomitee wat deur die Raad aangestel word, geadministreer, ooreenkomstig reëls deur die Raad goedgekeur. Die Bestuurskomitee word aangestel uit die verteenwoordigers van die werkgewers en die werknemers in die Raad en hul plaasvervangers en bestaan uit 'n gelyke getal werkgewers- en werknemersvertenwoordigers. Die reëls van die Fonds mag nie onbestaanbaar met hierdie Ooreenkoms of die Wet op Nywerheidsversoening, 1956, of enige ander wet wees nie, en 'n kopie van die reëls en van alle wysigings daarvan moet by die Sekretaris van Mannekragbenutting ingedien word.

(b) Die Raad kan te eniger tyd nuwe reëls uitvaardig en bestaande reglement wysig of herroep, kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Mannekragbenutting ingedien word.

(c) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende die geldigheidsstermyn van hierdie Ooreenkoms, kan die Registrateur 'n trustee of trustees aanstel om die funksies van die Raad of die Bestuurskomitee ten opsigte van hierdie Ooreenkoms uit te oefen en die trustees wat aldus aangestel word, het by die toepassing van hierdie Ooreenkoms al die bevoegdhede wat aan die Raad verleen is.

(5) *Vrywaring.*—Die lede van die Raad en sy werknemers is nie vir enige skulde en laste van die Fonds aanspreeklik nie, en word hierby deur die Fonds gevrywaar teen alle verliese en koste wat hulle in of in verband met die bona fide-uitoefening van hul pligte aangegaan het.

### 37. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms in beide amptelike tale op 'n opvallende plek wat vir al sy werknemers maklik toeganklik is, in elke werkwinkel en plek waar hy sake doen, vertoon.

Namens die partye op hede die 15de dag van Augustus 1979 te Oos-Londen onderteken.

G. H. DODD, Voorsitter.

J. V. V. MEYER, Ondervoorsitter.

G. R. REED, Sekretaris.

No. R. 2476 2 November 1979  
**FACTORIES, MACHINERY AND BUILDING  
 WORK ACT, 1941**

**BUILDING INDUSTRY, EAST LONDON**

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 relating to the Building Industry, East London, published under Government Notice R. 2475 of 2 November 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. 2477 2 November 1979  
**INDUSTRIAL CONCILIATION ACT, 1956**

**WORK RESERVATION DETERMINATION 28,  
 BUILDING INDUSTRY, REPUBLIC OF SOUTH  
 AFRICA.—EXEMPTION IN RESPECT OF THE  
 MAGISTERIAL DISTRICT OF EAST LONDON**

It is hereby notified for general information that the Minister of Manpower Utilisation has 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 Industry, East London, published under Government Notice R. 2475 of 2 November 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 Industrial Conciliation Act, 1956, 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 "operator, Grade I" and "operator, Grade II" in clause 3 of the said Agreement.

**DEPARTMENT OF SOCIAL WELFARE  
 AND PENSIONS**

No. R. 2447 2 November 1979  
**REGULATIONS UNDER SECTION 11 OF THE  
 GENERAL PENSIONS ACT, 1979**

By virtue of the powers vested in me by section 11 of the General Pensions Act, 1979 (Act 29 of 1979), I, Lourens Albertus Petrus Anderson Munnik, Minister of Social Welfare and Pensions, after consultations with the Ministers and the Administrators referred to in subsection (1) of the said section, hereby make the regulations set out in the Schedule hereto.

L. A. P. A. MUNNIK, Minister of Social Welfare and Pensions.

No. R. 2476 2 November 1979  
**WET OP FABRIEKE, MASJINERIE EN  
 BOUWERK, 1941**

**BOUNYWERHEID, OOS-LONDEN**

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 in verband met die Bounywerheid, Oos-Londen, gepubliseer by Goewermmentskennisgewing R. 2475 van 2 November 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.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 2477 2 November 1979  
**WET OP NYWERHEIDSVERSOENING, 1956**

**WERKRESERVERINGVASSTELLING 28, BOU-  
 NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.  
 —VRYSTELLING TEN OPSIGTE VAN DIE  
 LANDDROSDISTRIK OOS-LONDEN**

Hierby word vir algemene inligting bekendgemaak dat die Minister van Mannekragbenutting aan alle werkgewers vir wie die Ooreenkoms in verband met die Bounywerheid, Oos-Londen, gepubliseer by Goewermmentskennisgewing R. 2475 van 2 November 1979, bindend is en aan alle werknemers van sodanige werkgewers, 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, vrystelling verleen het van die bepalings van Vastelling 28 wat by Goewermmentskennisgewing 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 "werksman, graad I" en "werksman, graad II" in klousule 3 van genoemde Ooreenkoms gespesifiseer is.

**DEPARTEMENT VAN VOLKSWELSYN EN  
 PENSIOENE**

No. R. 2447 2 November 1979  
**REGULASIES Kragtens ARTIKEL 11 VAN  
 DIE ALGEMENE PENSIOENWET, 1979**

Kragtens die bevoegdheid my verleen by artikel 11 van die Algemene Pensioenwet, 1979 (Wet 29 van 1979), vaardig ek, Lourens Albertus Petrus Anderson Munnik, Minister van Volkswelsyn en Pensioene, hierby na oorleg met die Ministers en die Administrateurs vermeld in subartikel (1) van genoemde artikel, die regulasies in bygaande Bylae vervat, uit.

L. A. P. A. MUNNIK, Minister van Volkswelsyn en Pensioene.

## SCHEDULE REGULATIONS

### Definitions

1. (1) In these regulations, unless the context otherwise indicates—

“average salary” means the average annual salary or wages of the officer or employee concerned which is taken into account for determining the benefit which is payable in terms of the relative pension fund regulations on his death, retirement or discharge;

“dependant” means any person designated for the purposes of these regulations by the Secretary as a dependant of an officer or employee, as the case may be;

“disablement” means disablement as determined by the Workmen’s Compensation Commissioner in terms of the Workmen’s Compensation Act, 1941 (Act 30 of 1941);

“formula A” in relation to a matter to be calculated in accordance with formula A, means—

$$E \times F \times G$$

in which—

factor E is equal to 6,72 per cent;

factor F is the average salary of the officer or employee concerned; and

factor G is equal to 5;

“formula B” in relation to a matter to be calculated in accordance with formula B, means—

$$E \times F \times H \times J$$

in which—

factor H is the period which follows immediately on the date of the retirement or discharge or death of the officer or employee concerned up to and including the last day of the month on which or in which he, if he is or was then alive, shall attain or would have attained the age of 65 years—

factor J is the percentage of disablement of the officer or employee concerned; and

factors E and F, respectively have the same meaning as factors E and F in the definition of formula A;

“formula C” in relation to a matter to be calculated in accordance with formula C, means—

$$F \times G \times K$$

in which—

factor K is equal to one fifty-fifth; and factors F and G respectively have the same meaning as factors F and G in the definition of formula A;

“formula D” in relation to a matter to be calculated in accordance with formula D, means—

$$F \times H \times J \times K$$

in which—

factors F, H, J and K respectively have the same meaning as factors F, H, J and K in the definition of formulas A, B and C;

“Revenue” in relation to an officer or employee—  
(i) of the Government, means the State Revenue Fund;

(ii) of the Department of Posts and Telecommunications, means the Post Office Fund; and

## BYLAE REGULASIES

### Woordomskrywings

1. (1) In hierdie regulasies, tensy uit die samehang anders blyk, beteken—

“afhanklike” ’n persoon wat die Sekretaris vir die doeleindes van hierdie regulasies as ’n afhanklike van ’n beampte of werknemer, na gelang van die geval, aanwys;

“arbeidsongeskiktheid” arbeidsongeskiktheid soos deur die Ongevallekommissaris ingevolge die Ongevalwet, 1941 (Wet 30 van 1941), bepaal;

“die Wet” die Algemene Pensioenwet, 1979;

“formule A” met betrekking tot ’n aangeleentheid wat ooreenkomstig formule A bereken moet word—

$$E \times F \times G$$

waarin—

faktor E gelyk is aan 6,72 persent;

faktor F die betrokke beampte of werknemer se gemiddelde salaris is;

faktor G gelyk is aan 5;

“formule B” met betrekking tot ’n aangeleentheid wat ooreenkomstig formule B bereken moet word—

$$E \times F \times H \times J$$

waarin—

faktor H die tydperk is wat onmiddellik volg op die datum van die betrokke beampte of werknemer se afdanking of ontslag of afsterwe tot en met die laaste dag van die maand waarop of waarin hy, indien hy dan in lewe is of was, die ouderdom van 65 jaar sal bereik of sou bereik het;

faktor J die persentasie arbeidsongeskiktheid van die betrokke beampte of werknemer is; en

faktore E en F, onderskeidelik dieselfde betekenis het as faktore E en F in die omskrywing van formule A;

“formule C” met betrekking tot ’n aangeleentheid wat ooreenkomstig formule C bereken moet word—

$$F \times G \times K$$

waarin—

faktor K gelyk is aan een vyf-en-vyftigste; en faktore F en G onderskeidelik dieselfde betekenis het as faktore F en G in die omskrywing van formule A;

“formule D” met betrekking tot ’n aangeleentheid wat ooreenkomstig formule D bereken moet word—

$$F \times H \times J \times K$$

waarin—

faktore F, H, J en K onderskeidelik dieselfde betekenis het as faktore F, H, J en K in die omskrywing van formules A, B en C;

“gemiddelde salaris” die gemiddelde jaarlikse salaris of loon wat in berekening geneem word vir die bepaling van die betrokke beampte of werknemer se voordeel wat betaalbaar is by sy sterfte, afdanking of ontslag kragtens die toepaslike pensioenfondsregulasies;

“Inkomste” met betrekking tot ’n beampte of werknemer—

(i) van die Regering, die Staatsinkomstefonds;

(ii) van die Departement van Pos- en Telekommunikasiewese, die Poskantoorfonds; en

(iii) of a provincial administration, means the provincial revenue fund concerned;

"Secretary" means the Secretary for Social Welfare and Pensions;

"the Act" means the General Pensions Act, 1979;

"Workmen's Compensation Commissioner" means the Workmen's Compensation Commissioner appointed in terms of section 12 (1) of the Workmen's Compensation Act, 1941 (Act 30 of 1941);

and any word to which any meaning has been assigned in section 11 of the Act, shall have that meaning.

(2) In the determination of the average salary of an employee who is a member of the Reserve Police Force or of the Police Reserve referred to in section 11 (4) of the Act, the amount determined by the Minister of Police in consultation with the Minister of Finance from time to time as the annual salary of such employee or of employees of the category of employees to which such employee belongs, shall be deemed to be the average salary of such employee.

#### *Compensation on retirement or discharge*

2. (1) If an officer or employee is retired or discharged as a result of injury or ill-health not occasioned by his own fault, arising out of and in the course of his employment, there shall be paid to him out of Revenue a gratuity calculated in accordance with formula A or B according to which one of such formulas shall be more beneficial for such officer or employee.

(2) If an officer or employee is thus discharged and the percentage of his disablement is more than 30 per cent, there shall be paid to him, out of Revenue, in addition to the gratuity which is paid to him in terms of subregulation (1), an annuity calculated in accordance with formula C or D according to which one of such formulas shall be more beneficial for such officer or employee.

(3) For the purposes of this regulation, an employee who is a member of the Reserve Police Force or of the Police Reserve as referred to in section 11 (4) of the Act, shall be deemed to have been retired or discharged with effect from the date on which his membership of such Reserve Police Force or Police Reserve is terminated.

#### *Compensation payable on death of an officer or employee*

3. (1) If an officer or employee dies as a result of injury or ill-health not occasioned by his own fault, arising out of and in the course of his employment, before a gratuity or an annuity has been paid to him in terms of regulation 2, there shall be paid to his dependants, an amount out of Revenue which is equal to the gratuity and five times the annuity which would have been payable to such officer or employee in terms of regulation 2 if he had not died in that manner.

(2) If an officer or employee to whom an annuity has been awarded in terms of regulation 2 dies within a period of five years after the said annuity has been awarded to him, there shall be paid out of Revenue to his dependants designated by the Secretary, an amount which is equal to the total of the annuity which would have been paid to him during the period from the first day of the month which follows immediately on the date of his death up to and including the last day of the month in which the said period of five years expires, if he had not died.

(iii) van 'n provinsiale administrasie, die betrokke provinsiale inkomstefonds;

"Ongevallekommissaris" die Ongevallekommissaris kragtens artikel 12 (1) van die Ongevallewet, 1941 (Wet 30 van 1941), aangestel;

"Sekretaris" die Sekretaris van Volkswelsyn en Pensioene;

en het 'n woord waaraan daar in artikel 11 van die (Wet 30 van 1941), aangestel;

(2) By die bepaling van die gemiddelde salaris van 'n werknemer wat 'n lid van die Reserwepolisiemag of van die Polisereserwe is soos bedoel in artikel 11 (4) van die Wet, word die bedrag wat die Minister van Polisie in oorleg met die Minister van Finansies van tyd tot tyd bepaal as die jaarlikse salaris van so 'n werknemer of van werknemers van die kategorie werknemers waartoe sodanige werknemer behoort, geag die gemiddelde salaris van sodanige werknemer te wees.

#### *Vergoeding by afdanking of ontslag*

2. (1) Indien 'n beampte of werknemer as gevolg van besering of swak gesondheid wat sonder sy eie toedoen uit en in die loop van sy diens ontstaan het, afgedank of ontslaan word, word daar aan hom 'n gratifikasie, bereken ooreenkomstig formule A of B, na gelang van watter een van sodanige formules vir sodanige beampte of werknemer die voordeligste is, uit Inkomste betaal.

(2) Indien 'n beampte of werknemer, aldus ontslaan word en die persentasie van sy arbeidsongeskiktheid meer as 30 persent is, word daar, benewens die gratifikasie wat ingevolge subregulasie (1) aan hom betaal word, 'n jaargeld, bereken ooreenkomstig formule C of D, na gelang van watter een van sodanige formules vir sodanige beampte of werknemer die voordeligste is, uit Inkomste aan hom betaal.

(3) By die toepassing van hierdie regulasie word 'n werknemer wat 'n lid van die Reserwepolisiemag of van die Polisereserwe is soos bedoel in artikel 11 (4) van die Wet, geag afgedank of ontslaan te wees met ingang van die datum waarop sy lidmaatskap van sodanige Reserwepolisiemag of Polisereserwe beëindig word.

#### *Vergoeding betaalbaar by afsterwe van 'n beampte of werknemer*

3. (1) Indien 'n beampte of werknemer as gevolg van besering of swak gesondheid wat sonder sy eie toedoen uit en in die loop van sy diens ontstaan het, te sterwe kom voordat 'n gratifikasie of jaargeld ingevolge regulasie 2 aan hom betaal is, word daar aan sy afhanklikes uit Inkomste 'n bedrag betaal wat gelykstaan met die gratifikasie en vyf maal die jaargeld wat ingevolge regulasie 2 aan sodanige beampte of werknemer betaal sou gewees het indien hy nie aldus te sterwe gekom het nie.

(2) Indien 'n beampte of werknemer aan wie 'n jaargeld ingevolge regulasie 2 toegeken is, te sterwe kom binne 'n tydperk van vyf jaar nadat bedoelde jaargeld aan hom toegeken is, word daar uit Inkomste aan sy afhanklikes wat die Sekretaris bepaal, 'n bedrag betaal wat gelykstaan met die som van die jaargeld wat gedurende die tydperk vanaf die eerste dag van die maand wat onmiddellik volg op die datum van sy afsterwe tot en met die laaste dag van die maand waarin bedoelde tydperk van vyf jaar verstryk aan die beampte betaal sou gewees het indien hy nie gesterf het nie.

(3) If any gratuity referred to in subregulation (1) or (2) is payable to two or more dependants, such gratuity shall be paid to such dependants in such proportions as the Secretary may determine.

#### *Medical treatment*

4. If the Secretary is of the opinion that an officer or employee referred to in regulation 2 is in need of medical treatment referred to in section 11 (1) of the Act, in respect of an injury or ill-health to which the disablement of such officer or employee is related, he may authorise such treatment and if he authorises such treatment, the cost of such treatment shall be paid from Revenue.

#### *Control and delegation*

5. (1) The Secretary shall administer this Scheme and the cost thereof shall be paid from the State Revenue Fund.

(2) The Secretary may, with the approval of the Minister, authorise any officer of the Government Department of which the Secretary is the head, to exercise or perform on his behalf any of the powers or functions, which have been conferred upon or assigned to the Secretary by these regulations.

#### *Date of commencement*

6. These regulations shall be deemed to have come into operation with effect from 5 April 1979.

No. R. 2448

2 November 1979

#### AMENDMENT OF REGULATIONS UNDER THE CHILDREN'S ACT, 1960

By virtue of the powers vested in me by section 92 of the Children's Act, 1960 (Act 33 of 1960), I, Lourens Albertus Petrus Anderson Munnik, Minister of Social Welfare and Pensions, do hereby, in consultation with the Minister of Finance, amend the regulations made under that section and promulgated by Government Notice R. 2433 of 10 December 1976, as amended, as set out in the Schedule hereto.

L. A. P. A. MUNNIK, Minister of Social Welfare and Pensions.

#### SCHEDULE

1. Regulation 72 is hereby amended—

(a) by the substitution in subregulation (3) (a) for "R1 056" of "R1 164";

(b) by the substitution in subregulation 3 (b) for "R1 560" of "R1 668";

(c) by the substitution for paragraph (a) of subregulation (5) of the following paragraph:

"(a) Subject to the provisions of the Act and these regulations, a children's allowance shall be calculated by deducting R2 064 from the sum of R372 in respect of each of the children of the family, and R1 992."

(d) by the substitution for subparagraph (c) (i) of subregulation (5) of the following subparagraph:

"(i) the sum of R300 in respect of each of the children of the family; or"

2. Regulation 76 is hereby amended—

(a) by the substitution for paragraph (a) of subregulation (1) of the following paragraph:

"(a) Subject to the provisions of the Act and these regulations, a family allowance shall be calculated by deducting R1 596 from the sum of R432

(3) Indien 'n gratifikasie bedoel in subregulasie (1) of (2) aan twee of meer afhanklikes betaalbaar is, word sodanige gratifikasie aan sodanige afhanklikes betaal in die verhoudings wat die Sekretaris bepaal.

#### *Geneeskundige behandeling*

4. Indien die Sekretaris van oordeel is dat 'n beamppte of werknemer in regulasie 2 bedoel, enige geneeskundige behandeling soos in artikel 11 (1) van die Wet bedoel, nodig het ten opsigte van 'n besering of swak gesondheid waarop die arbeidsongeskiktheid van sodanige beamppte of werknemer betrekking het, kan hy magtiging vir sodanige behandeling verleen en, indien hy sodanige magtiging verleen, word die koste van sodanige behandeling uit Inkomste betaal.

#### *Beheer en delegasie van bevoegdhede*

5. (1) Die Sekretaris administreer hierdie Skema en die koste daarvan word uit die Staatsinkomstefonds bestry.

(2) Die Sekretaris kan, met die goedkeuring van die Minister, 'n beamppte van die staatsdepartement waarvan die Sekretaris die hoof is, magtig om enige bevoegdheid of werksaamheid wat by hierdie regulasies aan die Sekretaris verleen of opgedra word namens hom uit te oefen of te verrig.

#### *Datum van inwerkingtreding*

6. Hierdie regulasies word geag in werking te getree het met ingang van 5 April 1979.

No. R. 2448

2 November 1979

#### WYSIGING VAN REGULASIES KRAGTENS DIE KINDERWET, 1960

Kragtens die bevoegdheid my verleen by artikel 92 van die Kinderwet, 1960 (Wet 33 van 1960), wysig ek, Lourens Albertus Petrus Anderson Munnik, Minister van Volkswelsyn en Pensioene, hierby, in oorleg met die Minister van Finansies, die regulasies uitgevaardig kragtens daardie artikel en afgekondig by Goewermentskennisgewing R. 2433 van 10 Desember 1976, soos gewysig, soos in die Bylae hiervan uiteengesit.

L. A. P. A. MUNNIK, Minister van Volkswelsyn en Pensioene.

#### BYLAE

1. Regulasie 72 word hierby gewysig—

(a) deur in subregulasie (3) (a) "R1 056" deur "R1 164" te vervang;

(b) deur in subregulasie (3) (b) "R1 560" deur "R1 668" te vervang;

(c) deur paragraaf (a) van subregulasie (5) deur die volgende paragraaf te vervang:

"(a) Behoudens die bepalings van die Wet en die regulasies word 'n kindertoelae bereken deur R2 064 van die som van R372 ten opsigte van iedereen van die kinders van die gesin en R1 992 af te trek."

(d) deur subparagraaf (c) (i) van subregulasie (5) deur die volgende subparagraaf te vervang:

"(i) die som van R300 ten opsigte van iedereen van die kinders van die gesin; of"

2. Regulasie 76 word hierby gewysig—

(a) deur paragraaf (a) van subregulasie (1) deur die volgende paragraaf te vervang:

"(a) Behoudens die bepalings van die Wet en die regulasies, word 'n gesinstoelae bereken deur R1 596 van die som van R432 ten opsigte van iedereen van

in respect of each of the first three children, R408 in respect of the fourth and each subsequent child of the family, and R1 200."

(b) by the substitution for subparagraph (c) (i) of subregulation (1) by the following subparagraph:

"(1) the sum of R300 in respect of each of the first three children and R276 in respect of the fourth and each subsequent child; or".

(c) by the addition of the following paragraph after paragraph (d):

"(e) A grant of R96 per annum may be paid in respect of each scholar, in addition to any family allowance payable in terms of paragraph (a)."

3. The provisions of paragraphs 1 and 2 (a) and (b) shall be deemed to have come into operation on 1 October 1979 and the provisions of paragraph 2 (c) shall be deemed to have come into operation on 1 October 1978.

die eerste drie kinders, R408 ten opsigte van die vierde en iedere daaropvolgende kind van die gesin en R1 200, af te trek."

(b) deur subparagraaf (c) (i) van subregulasie (1) deur die volgende subparagraaf te vervang:

"(i) die som van R300 ten opsigte van iedereen van die eerste drie kinders en R276 ten opsigte van die vierde en elke daaropvolgende kind; of".

(c) deur die volgende paragraaf na paragraaf (d) by te voeg:

"(e) Benewens enige gesinstoelae betaalbaar ingevolge paragraaf (a) kan 'n toelae van R96 per jaar ten opsigte van iedere skoolier betaal word."

3. Die bepalings van paragrawe 1 en 2 (a) en (b) word geag op 1 Oktober 1979 in werking te getree het en die bepalings van paragraaf 2 (c) word geag op 1 Oktober 1978 in werking te getree het.

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