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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R.3688.] [7th November, 1969.

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN

AGREEMENT

I, MARAIS VILJOEN, Minister of Labour, hereby —

(*a*) in terms of section 48 (1) (*a*) of the Industrial Conciliation Act, 1965, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon the employers' organizations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organizations or unions;

(*b*) in terms of section 48 (1) (*b*) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 9 (1), (2) and (3), 18 (5) (*e*), 23 (1) (*g*) and (4) (*b*), 39, 40, 43, 46 and 47, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday upon all employers and employees other than those referred to in paragraph (*a*) of this notice, who are engaged or employed in the said Industries in the area within a radius of 15 miles from the General Post-Office, Bloemfontein; and

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R.3688.] [7 November 1969.

WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSELNYWERHEID, BLOEMFONTEIN

OOREENKOMS

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby —

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

(*b*) kragtens artikel 48 (1) (*b*) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 9 (1), (2) en (3), 18 (5) (*e*), 23 (1) (*g*) en (4) (*b*), 39, 40, 43, 46 en 47 vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag 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 gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein af; en

(*c*) in terms of section 48 (3) (*a*) of the said Act, declare that in the area specified in paragraph (*b*) of this notice and from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5, 9 (1), (2) and (3), 18 (5) (*e*), 23, 34 to 40 (inclusive), 43, 46 and 47, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (BLOEMFONTEIN)

AGREEMENT

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

Master Builders' and Allied Trades' Association, Bloemfontein,
Electrical Contractors Association of South Africa

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

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South Africa,
South African Electrical Workers Association,
White Building Workers Union

(hereinafter referred to as the "employees" or the "trade unions") of the other part, being the parties to the Industrial Council for the Building Industry, Bloemfontein.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Bloemfontein Area as defined in clause 3 of this Agreement by all employers and employees in the Building Industry and the Monumental Masonry Industry who are members of the employers' organizations and the trade unions, respectively.

(2) Notwithstanding the provisions of subclause (1) hereof, 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, as amended, or any conditions prescribed thereunder;

(*b*) apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, No. 38 of 1951, or any conditions prescribed thereunder;

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

Provided that clauses 19 (1), (2) and (4), 25 and 31 shall apply only to apprentices, trainees, minors and employees for whom wages are prescribed in clauses 17 (1) (*a*), (*d*) and (*j*).

2. PERIOD OF OPERATION OF AGREEMENT

The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force for a period of three years from that date or for such period as the Minister may determine.

3. DEFINITIONS

Any expression which is used in this Agreement and 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 of such Act; further, unless inconsistent with the context—

(i) "Act" means the Industrial Conciliation Act, 1956;

(ii) "Agent" means a person appointed by the Council in terms of section 62 (7) of the Industrial Conciliation Act, 1956;

(*c*) kragtens artikel 48 (3) (*a*) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5, 9 (1), (2) en (3), 18 (5) (*e*), 23, 34 tot en met 40, 43, 46 en 47, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebied gespesifiseer in paragraaf (*b*) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (BLOEMFONTEIN)

OOREENKOMS

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

Master Builders' and Allied Trades' Association, Bloemfontein,
Electrical Contractors Association of South Africa

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

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South Africa,
South African Electrical Workers Association,
Die Blanke Bouwerkersvakbond,

(hieronder die „werknemers" of die „vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bounywerheid, Bloemfontein.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die Bloemfonteingebied, soos omskryf in klousule 3 van hierdie Ooreenkoms, deur alle werkgewers en werknemers in die Bounywerheid en die Monumentklipmesselnywerheid, wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

(2) Ondanks die bepalings van subklousule (1) hiervan, is die bepalings van hierdie Ooreenkoms—

(*a*) op vakleerlinge van toepassing slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of enige voorwaardes daarvolgens vasgestel, onbestaanbaar is nie;

(*b*) op kwekelinge van toepassing slegs vir sover dit nie met die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951, of enige voorwaardes daarvolgens vasgestel, onbestaanbaar is nie;

(*c*) nie van toepassing op klerklike werknemers of op werknemers wat administratiewe pligte vervul of op 'n lid van 'n administratiewe personeel nie:

Met dien verstande dat klousules 19 (1), (2) en (4), 25 en 31 slegs van toepassing is op vakleerlinge, kwekelinge, minderjariges en werknemers vir wie lone in klousule 17 (1) (*a*), (*d*) en (*j*) voorgeskryf word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Die bepalings van hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar met ingang van dié datum of vir die tydperk wat die Minister bepaal.

3. WOORDOMSKRYWINGS

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

(i) „Wet" die Wet op Nywerheidsversoening, 1956;

(ii) „agent" iemand deur die Raad ingevolge artikel 62 (7) van die Wet op Nywerheidsversoening, 1956, aangestel;

(iii) "Apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944;

(iv) "Artisan" means an employee engaged in any one or more of the following operations in any one or more of the trades and/or sub-divisions thereof indicated below, and shall include employees who perform work normally performed by a person who has served an apprenticeship in a trade designated or deemed to have been designated under 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 said Registrar in terms of either Section 2 (7) or Section 7 (3) of the said Act, an employee who is in possession of a certificate of registration issued by the Electrical Wiremen's Registration Board under the Electrical Wiremen and Contractors Act, 1939, a person who has completed a learnership in terms of clause 10 of the Agreement; and shall further include an employee in charge of or supervizing such employees, but excluding the operations detailed under the definitions of "artisan's assistant", "operative" and "labourer"—

(1) *Asphalting*: Setting out; supervision of all asphalting operations;

(2) *Blocklaying*: Building walls of blocks; 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 the building of walls of blocks—

(i) not bedded in mortar or mastic;

(ii) to a jig and/or guide bedded in mortar or mastic, where artisans' tools are used.

(3) *Bricklaying*: Setting out from plans; laying and/or fixing preconstructed stone blocks, grille blocks, face and other bricks, glass bricks, capping and sill tiles, all brickwork corners, plumbing angles; tuck pointing;

(4) *Carpentry*: Marking out; setting out; truing up of timber by hand or machine, fixing door and window frames; hanging doors and window sashes and fitting furniture, fittings and iron-mongery; cutting and/or planing 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 and fixing brandering and cover strips; fixing of sound and acoustic materials, cork and asbestos insulation, wood lathing, composition ceiling and wall covering; carving and veneer panelling.

(5) *Concrete Work*: Supervising concrete being placed *in situ* and levelling of surfaces thereof.

(6) *Drainlaying*: Setting out drainage systems; supervising and building of manholes and the laying and jointing of drain pipes.

(7) *Electrical Installation*: All wiring work which must be performed by a wireman in terms of the Electrical Wiremen and Contractors Act, 1939; the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations, including any cable jointing or electrical wiring associated therewith.

(8) *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.

(9) *Glazing*: Cutting of glass and/or similar materials; face-puttying and fixing of glazing beads.

(10) *Joinery*: Marking out; setting out; manufacturing and/or assembling 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.

(iii) „vakleerling" 'n werknemer in diens ingevolge 'n skriftelike leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is;

(iv) „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 omvat dit werknemers wat werk verrig wat gewoonlik verrig word deur iemand wat 'n leerlingskap uitgedien het in 'n aangewese bedryf of 'n bedryf wat geag word 'n aangewese bedryf te wees ingevolge die Wet op Vakleerlinge, 1944, of wat oor 'n vaardigheidsertifikaat beskik 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 òf artikel 2 (7) òf artikel 7 (3) van genoemde Wet aan hom uitgereik is, 'n werknemer wat 'n registrasiesertifikaat het wat deur die Registrasieraad vir Elektrotegniese Draadwerkers ingevolge die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, uitgereik is, iemand wat 'n leertydperk kragtens klousule 10 van die Ooreenkoms voltooi het; en sluit ook 'n werknemer in wat aan die hoof staan van of toesig hou oor sodanige werknemers, maar sluit die werksaamhede uit wat uiteengesit is onder die woordomskrywing van „ambagsman se assistent", „werkman" en „arbeider":—

(1) *Asfaltwerk*: Uitmerk; tosighouding oor alle asfaltwerksaamhede.

(2) *Bloklêwerk*: Mure met blokke bou; 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 die bou van mure met blokke—

(i) wat nie in dagha of mastik gelê word nie;

(ii) volgens 'n setmaat en/of 'n leier wat in dagha of mastik gelê word, waar ambagsmangereedskap gebruik word.

(3) *Messelwerk*: Uitmerk volgens planne; lê en/of vassit van voorafvervaardigde klipblokke, roosterblokke, sier- en ander stene, glasstene, dek- en drumpelteëls, alle baksteenwerkhoeke, hoeke in lood druk; rifvoegwerk.

(4) *Timmerwerk*: Afmerk; uitmerk; timmerhout met die hand of masjien haaks maak, deur- en vensterkosyne vassit; deure 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 en/of bouwerke, saag en/of skaaf en/of aansit en/of vassit; hout- en ysterstrukture en alle tipes dakke uitmerk en oprig; gegolfde en ander dakmateriaal en waterslagbeplanking vassit; plafonne aanbring, kroonlyste vassit en latwerk en dekstroke spasieer en vassit; klank- en akoestiekmateriaal, kurk- en asbesisolering, houtlatwerk, komposisieplafon- en muurbedekking vassit; houtsneewerk en veneerplaneelwerk;

(5) *Betonwerk*: Toesighouding oor die *in situ*-plasing van beton en die gelykmaking van die oppervlakke daarvan.

(6) *Rioolaanlegwerk*: Rioolstelsels uitmerk; toesighouding oor die bou van mangate en die aanlê en las van rioolpype.

(7) *Elektriese installering*: Alle bedradingswerk wat ingevolge die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, deur 'n draadwerker verrig moet word; die ontwerp, voorbereiding (uitgesonderd vervaardiging vir verkoop), en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue en die herstel en/of instandhouding van sodanige installasies, met inbegrip van alle kabellas- of bedradingswerk wat daarmee gepaard gaan.

(8) *Die lê van vloere*: Afwerk; strookvloere van hout saag en vassit; vloerblokkies, linoleum, rubber, rubbersamestelling, kurk en vloerbedekkings met asfalt as basis en/of enige ander vloerbedekkings lê ná voltooiing van voorbereidingswerk.

(9) *Beglasing*: Die sny van glas of dergelike materiaal; die aanbring van voorstopverf en die vassit van ruitkraallyste.

(10) *Skrynwerk*: Afmerk; uitmerk; die vervaardiging en/of montering van venster- en deurrame, deure, vensterrame en rakkaste en alle ander skrynwerkartikels vir die binne- en buite-afwerking van geboue en/of strukture; die vervaardiging en/of montering en/of aansit en/of vassit van kombuistoebehore en/of ameublement wat 'n permanente deel van 'n gebou of struktuur uitmaak.

(11) *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.

(12) *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.

(13) *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.

(14) *Monumental Masonry*: Manufacturing and/or erecting gravestones and cemetery memorials of all types; building up graves.

(15) *Painting and Decorating*: Paper hanging; applying paint, varnish and/or other materials to all surfaces, but excluding—

(i) composition wall covering by machine;
(ii) knotting and priming;
(iii) lime and/or cement washing;
(iv) priming of wood and/or iron surfaces;
(v) oiling and staining in workshops;
(vi) the application of a filler coat on new plaster and ceilings;
(vii) the application of decorative bitumastic to sewage pipes; and
(viii) the application of any liquid reviver to bricks and slasto.

(16) *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.

(17) *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, down-pipes in columns and flashings; installation of hot water systems; installation of closet and urinal suites, cisterns and traps, slop hoppers, slop basins, urinal channeling and cisterns; installation of water closet suites, baths, wash hand basins, showers, kitchen sinks, supply tanks, geysers, diaphram high pressure valves and/or any other fittings and/or fixtures; brazing and welding; installing and/or fitting and/or fixing fire prevention and sprinkler systems.

(18) *Polishing*: Filling in and preparing surfaces for polishing; applying oil and cellulose paints or finishes to surfaces by brush, pad or spray gun.

(19) *Reconstructed Stone or Terrazzo Work*: Setting out; cutting and horsing of templates, model making; mould making; applying and finishing to final surface *in situ* terrazzo to walls, floors, staircases and/or other surfaces; screeding and fixing dividing heads; fixing reconstructed stone and terrazzo blocks and/or slabs.

(20) *Saw-Doctoring*: Brazing, retoothing, sharpening (by hand or machine), spring-setting, swage-setting tensioning of band saws; setting up and repairing inserted tooth saws; truing-up buckled and/or twisted band saws and/or circular saws.

(21) *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, air-conditioning and dust extracting systems; supervising the manufacture in workshops of sheetmetal articles; brazing and soldering by hand.

(11) *Ruit-in-lood-werk*: Die uitmerk van patrone of tekenings op bord; die sny en vorming van glas; die rondmaak van glasrande en haaks maak volgens 'n patroon; die aansit van loodstukke en die soldeer van lasse; glas in ruit-en-lood-panele sit en binddraad installeer.

(12) *Lettersnywerk en klipversiering*: Die teken, ontwerp en uitmerk van letters en/of versierings; die sny en uitkerf van letters met die hand of 'n masjien of 'n druklugwerktuig.

(13) *Metaalwerk*: Afmerk; uitmerk; die stel van en toesighouding oor masjiene, behoudens die voorbehoud 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 monteerwerk; die vassit van bousmids- en gieterswerk, argitektoniese metaalwerk en uitgedrukte metaal, met inbegrip van venstermure, gordynmure, metaalrame, metaaltrappe, branduitgange, metaalhandrelings, metaalkappe, metaalkombuismeubels en -toebehore, rolluikdeure en metaalskortings en/of dergelike toebehore.

(14) *Monumentklipmesselwerk*: Die vervaardiging en/of oprigting van grafstene en begraafplaasgedenktekens van alle soorte; die opbou van grafte.

(15) *Skilderwerk en versiering*: Muurplakwerk; die aanbring van verf, vernis en/of ander stowwe aan alle oppervlakke, maar uitgesonderd—

(i) komposisiemuurbedekking met 'n masjien;
(ii) die toelak van houtkwaste en verf van grondlae;
(iii) afwitting en die aanbring van sementstryksel;
(iv) die aanbring van 'n grondlaag op hout- en/of ysteroppervlakke;
(v) olie en beits in werkwinkels;
(vi) die aanbring van 'n stryksellaag op nuwe pleister en plafonne;
(vii) die aanbring van dekoratiewe bitumastik aan rioolpype; en
(viii) die aanbring van 'n vloeibare herverglanser aan stene en slasto.

(16) *Pleisterwerk*: Boetseer en modelleer; vormmakery; die bereiding van voorlopige gidspleisterwerk; die aanbring van materiaal op growwe oppervlakke en afwerking met die hand ná afvlakking met 'n reihout; afvlakking en afwerking van beton- en granolitiese vloere.

(17) *Loodgieterswerk*: Afmerk; uitmerk; die montering en/of lê en/of aansit en/of vassit van lood-, koper-, gegalvaniseerde yster, plastiek- en ander pype vir vuilwater-, riool-, water- (warm of koue), sentrale verwarmings-, verkoelings-, vuur-, gas- en dergelike installasies, maar uitgesonderd die montering en aansit van dié pype in werkwinkels in eenhede wat in massa geproduseer word vir behuising; aansit en/of vassit van afsluitkrane, kleppe, uitsitvoeë, 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, vuilwatertregters, spoel-, urinaalvore en spoelbakke; die installering van waterklosetstelle, baddens, handewasbakke, storte, kombuisopwasbakke, toevoertenks, geisers, diafragmahoëdrukkleppe en/of enige ander los en/of vaste toebehore; sweis- en sweissoldeerwerk; die installering en/of aansit en/of vassit van vuurvoorkoming- en sprinkelblusstelsels.

(18) *Polering*: Die vul en voorbereiding van oppervlakke vir polering; die aanbring van olie en selluloseverwe of -afwerkings aan oppervlakke deur middel van 'n borsel, kussing of sproeispuit.

(19) *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 -platblokke.

(20) *Saagherstelwerk*: Soldeerwerk, herverstanding, skerpmaak (met die hand of 'n masjien), veerstelwerk, die stel van tandstellers, spanningstelwerk aan bandsae; oprigting en herstel van lostandsae; haaksmaking van verbuigde en/of gedraaide bandsae en/of sirkelsae.

(21) *Plaatmetaalwerk*: Afmerk; uitmerk en die ontwikkeling van artikels en/of onderdele van plaatmetaal; montering en/of vassit en/of aansit 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 sweis-soldeer en soldeer.

(22) *Shopfitting* (*Architectural Metal Work*): Marking out; setting out; manufacturing and/or assembling and/or installing and/or fixing and/or repairing store, shop, office and bank fittings in metal or wood or both; manufacturing and/or assembling and/or erecting and/or adjusting and/or repairing metal door frames and/or metal doors; manufacturing and/or 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.

(23) *Shopfitting* (*Other Materials*): Manufacturing and/or 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; manufacturing and/or assembling and/or erecting and/or fixing and/or repairing shopfronts in wood or metal or both; manufacturing and/or 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.

(24) *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.

(25) *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.

(26) *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 precast or artificial stone or marble.

(27) *Structural Carpentry*: Marking out; setting out; fabricating, plumbing, levelling, adjusting, securing, lining up and fixing of concrete shuttering; erecting shoring.

(28) *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, terrazzo, terracotta and mosaics and/or any other floor covering materials; curved tiling; laying out and executing designs in accordance with drawings, sketches or pictures.

(29) *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 authorize the supervision of more machines by one artisan.

(v) (*a*) "*Artisan's Assistant*" means an employee registered with the Council as such in terms of clause 11 hereof and engaged under supervision on any one or more of the following operations—

(1) building walls of blocks not bedded in mortar or mastic, except setting out or building corners and laying of decorative grille blocks;

(2) building walls of blocks to a jig and/or guide bedded in mortar or mastic, where no artisans tools are used, except setting out or building corners and laying of decorative grille blocks;

(3) fixing corrugated iron and/or asbestos sheeting to steel backing;

(4) fixing of metal lathing;

(5) floating up of concrete panel walls in moulds at the factory for prefabricated housing units;

(6) jointing and pointing excluding tuck pointing;

(7) laying of outdoor paving in broken slate, granite or stone and grouting in joints;

(8) laying precast concrete slabs, slate or brick-paving including bedding and jointing but excluding setting out;

(9) operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and similar machine;

(10) operating a Pyrok machine used for wall and ceiling finishing in various colours to apply a mixture of vermiculite and gypsum, which is trowelled and floated by an artisan;

(22) *Winkeluitrusting* (*boumetaalwerk*): Uitmerk; afmerk; die vervaardiging en/of montering en/of installering en/of vassit en/of herstel van los winkel-, kantoor- en banktoebehore in metaal of hout of albei; die vervaardiging en/of montering en/of oprigting en/of stel en/of herstel van metaaldeurrame en/of metaaldeure; die vervaardiging en/of montering en/of oprigting en/of herstel van winkelfronte en/of universele vensters van metaal of hout of albei; sweissoldeer en soldeer; presisiehandboorwerk en moerdraad met die hand sny; finale vylwerk; die vassit van metaalafskortings.

(23) *Winkeluitrusting* (*ander materiale*): Die vervaardiging en/of montering en/of vassit en/of herstel van los winkel-, kantoor- en banktoebehore, vensteromsluitings, vertoonkaste, toonbanke, trappe, skerms en/of enige ander los of vaste binnetoebehore van hout en/of metaal en/of enige ander materiaal of kombinasie van materiale; die vervaardiging en/of montering en/of oprigting en/of vassit en/of herstel van winkelfronte van hout of metaal of albei; die vervaardiging en/of 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.

(24) *Letterskilderwerk*: Die ontwerp van uithangborde, inskildering van agtergrond, die maak en afwerk van uithangborde, vergulding; heraldiek; spuitverfwerk; werk verrig volgens ontwerpe; glasgrafering; sandstraling van ontwerpe; syskermwerk; prent- en/of plakaatwerk.

(25) *Staalwerk*: Uitmerk van hulse wat nodig is vir die giet van 'n platblok; uitmerk van die boute wat in die platblok gegiet word; toesighouding oor die bind en in posisie plasing van staalwapenings- en staalkonstruksiemateriaal.

(26) *Klipmesselwerk*: Die finale gladskuur en afwerk van klip of vervangmateriale met die hand of 'n masjien 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 vooraf vervaardigde of kunsklip of marmer.

(27) *Struktuurtimmerwerk*: Afmerk; uitmerk; vervaardiging, loodgietwerk, gelykmaking, verstelwerk, vasmaking, noukeurige rigwerk en die vassit van betonbekisting; die oprig van skoring.

(28) *Muur- en vloerteëlwerk*: Afmerk; die vassit van muurteëls en mosaïek of ander materiale aan muuroppervlakke; die lê en vassit van alle soorte vloerteëls, met inbegrip van marmer, terrasso, terra-cotta en mosaïek en/of enige ander vloerbedekkingsmateriale; die beplanning en maak van ontwerpe volgens tekenings, sketse of prente.

(29) *Houtmasjienwerk*: Afmerk; uitmerk; die oprig van en toesighouding oor masjiene, behoudens die voorbehoudsbepaling 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 magtiging kan verleen dat een ambagsman oor meer masjiene mag toesig hou.

(v) (*a*) „*Ambagsman se assistent*" 'n werknemer wat as sodanig by die Raad kragtens klousule 11 hiervan geregistreer is en een of meer van die volgende werksaamhede onder toesig verrig—

(1) mure bou van blokke wat nie in dagha of mastik gebed is nie, uitgesonderd die uitmerk of die bou van hoeke en die lê van sierroosterblokke;

(2) mure bou van blokke volgens 'n setmaat en/of leier wat in dagha of mastik gebed is, en waar geen ambagsmangereedskap gebruik word nie, uitgesonderd die uitmerk of die bou van hoeke en die lê van sierroosterblokke;

(3) gegolfde yster- en/of asbesplaat aan staalrugstukke vassit;

(4) plaasgaas vassit;

(5) betonpaneelmure vir opslaanhuiseenhede in gietvorms by die fabriek afstryk;

(6) voegstryking, uitgesonderd rifvoegwerk;

(7) buitemuurse plaveisel in die vorm van gebreekte leiklip, graniet of klip lê en die voeë met bry vul;

(8) voorafgegiete betonplatblokke, leiklip of steenplaveisel lê, met inbegrip van inbedding en voegstryking, maar uitgesonderd uitmerkwerk;

(9) 'n Mall- en Biax- of dergelike draagbare spinner, buigsame sny-, afwerk- en dergelike masjien bedien;

(10) 'n Pyrok-masjien bedien wat gebruik word vir die afwerking van mure of plafonne in verskeie kleure deur 'n mengsel van vermikuliet en gips aan te bring, wat dan deur 'n ambagsman gepleister en afgestryk word;

(11) operating a rotating solid disc-type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing by an artisan;
(12) placing veneered or plain or vyanide/vynalized cladded panels of chipboard, gypsum or asbestos-cement manufacture in position and pressing the holding cover strips in position;
(13) random stone-walling other than part of a building or structure;
(14) ruling down of mortar or other materials on walls preparatory to finishing by an artisan;
(15) water proofing and damp proofing except setting out:

The following operations relate to painting only:—

(16) applying anti-corrosive paints to structural steelwork and tanking;
(17) applying decorative bitumastic to sewage pipes;
(18) applying filler or sealer coat on new plaster and ceilings;
(19) applying lime-wash and cement wash to all surfaces, except to the extent set out in the definition of "labourer";
(20) applying liquid reviver to brickwork and slasto;
(21) applying size and other similar materials to walls;
(22) applying paint to roofs;
(23) frosting;
(24) knotting and priming of woodwork;
(25) painting nail heads on ceilings;
(26) priming of iron surfaces;
(27) spraying of acoustic material;
(28) spraying of roofs with Kenitex or similar materials;
(29) use of tyrolean and similar machines;

The following operations relate to plumbing and drainlaying only:—

(30) assembling and fitting of lead, copper and plastic piping for waste, soil, water (hot and cold), central heating, cooling, fire, gas and similar installations—when assembled and fitted in workshops in mass produced units for housing;
(31) assembling on site and fixing of asbestos, galvanized iron and plastic gutters and downpipes, excluding downpipes in columns;
(32) brazing and welding in workshop where jig or welding machine is used;
(33) building of manholes;
(34) laying of drainpipes;

The following operations relate to carpentry, joinery, shop, office and bank fitting only:—

(35) clamping up or joining of boards and tops;
(36) cramping frames, doors and tops;
(37) cutting glue blocks and wedges;
(38) drilling holes by machine;
(39) facing framing with boards in workshop;
(40) framing up with corrugated fasteners;
(41) fixing of steel spring clips to aluminium covering strips;
(42) gluing and fixing edging to shelves and flat board mass produced in workshops;
(43) mass fabrication of form work panels;
(44) nailing backs to fittings;
(45) nailing up drawers and trays (including bottoms) by nailing machine in workshop;
(46) operating door and sash clamps;
(47) operating belt sander;
(48) operating edge-trimming machine;
(49) operating end-trimming saw;

The following operations relate to electrical installation only:—

(50) placing of trays, boxes, etc., and the extending of conduits thereto;
(51) mechanical erection of equipment to marks, excluding electrical connecting;
(52) fitting of cover plates to outlets prior to electrification;

The following operations relate to the Stone and Monumental Masonry Industry only:—

(53) operating a sandblasting machine;
(54) punching where such work consists purely of the removal and reduction of excess rough on surfaces;

(11) 'n roterende soliede skyftipemasjien wat sement of granolitiese vloere afvlak, bedien, wanneer sodanige masjien gebruik word vir voorbereidingswerk voordat 'n ambagsman die vloere verder afwerk;
(12) fineer- of gewone paneelwerk of paneelwerk met vyanide/vynalised bedek, wat van spaanderbord of gips of asbessement vervaardig is, in posisie plaas en die dekstroke in posisie druk;
(13) ongelaagde klipmure bou, uitgesonderd as deel van 'n gebou of struktuur;
(14) dagha of ander materiale op mure met 'n reihout afvlak as voorbereiding vir afwerking deur 'n ambagsman;
(15) water- en vogdigting, uitgesonderd uitmerkwerk.

Die volgende werksaamhede het slegs op skilderwerk betrekking—

(16) die aanbring van korrosiewerende verwe aan strukturele staalwerk en tenks;
(17) die aanbring van dekoratiewe bitumastik aan rioolpype;
(18) die aanbring van stryksel- of afdiglae aan nuwe pleister en plafonne;
(19) die aansit van witkalk en sementstryksel op alle oppervlakke, maar nie in die mate wat in die omskrywing van „arbeider" uiteengesit word nie;
(20) die aanbring van vloeibare herverglanser aan steenwerk en slasto;
(21) die aanbring van muurlym en ander dergelike materiale aan mure;
(22) die aanbring van verf op dakke;
(23) mattering;
(24) die toelak van houtwerk en die aanbring van 'n grondlaag daarop;
(25) die toeverf van spykerkoppe op plafonne;
(26) die aanbring van 'n grondlaag op ysteroppervlakke;
(27) bespuiting met 'n akoestiekmateriaal;
(28) die bespuiting van dakke met Kenitex of dergelike materiale;
(29) die gebruik van Tyrolean- en dergelike masjiene.

Die volgende werksaamhede het slegs op loodgietwerk en rioolaanlegwerk betrekking—

(30) die montering en aansit van lood-, koper- en plastiekpype vir vuilwater-, riool-, water- (warm en koud), sentrale verhittings-, verkoelings-, vuur-, gas- en dergelike installasies, wanneer dit in die werkwinkel in eenhede wat in massa geproduseer word vir behuising, gemonteer en aangesit word;
(31) montering op die terrein en die vassit van asbes, gegalvaniseerde yster en plastiekgeute en -geutpype, met uitsondering van geutpype in kolomme;
(32) sweissoldeer en sweis in 'n werkwinkel waar 'n setmaat of sweismasjien gebruik word;
(33) die bou van mangate;
(34) die aanlê van rioolpype.

Die volgende werksaamhede het slegs op timmerwerk, skrynwerk, winkel-, kantoor- en bankuitrusting betrekking—

(35) die vasklamp of las van planke en blaaie;
(36) die vaskramp van rame, deure en blaaie;
(37) die sny van gelymde blokke en wigge;
(38) masjienboorwerk;
(39) die afvlak van rame met planke in die werkwinkel;
(40) aanmekaarsit met gegolfde hegstukke;
(41) die vassit van staalveerknippe aan aluminiumdekstroke;
(42) die lym en vassit van kante aan rakke en platbord wat in massa in die werkwinkel geproduseer word;
(43) die massavervaardiging van bekistingpanele;
(44) die vasspyker van rugstukke aan los toebehore;
(45) die aanmekaarspyker van rakkaste en bakke (met inbegrip van bodems) deur middel van 'n spykermasjien in die werkwinkel;
(46) die bediening van deur- en vensterraamklampe;
(47) die bediening van 'n bandskuurder;
(48) die bediening van 'n kantafwerkmasjien;
(49) die bediening van 'n entafwerkmasjien.

Die volgende werksaamhede het slegs op elektriese installering betrekking—

(50) die plasing van bakke, kaste, ens. en die verlenging van leipype daarna;
(51) die meganiese oprigting van uitrusting volgens merke, uitgesonderd elektriese verbinding;
(52) die aansit van dekplate aan uitlate vóór elektrifisering.

Die volgende werksaamhede het slegs op die Klip- en Monumentklipmesselnywerheid betrekking—

(53) bediening van 'n sandstraalmasjien;
(54) ponswerk, waar dié werk net uit die verwydering en vermindering van oortollige growwigheid op oppervlakke bestaan;

(55) tool making and sharpening;

(56) assisting artisans wherever necessary, but not to perform the work of an artisan;

(*b*) "Artisan's Assistant, Qualified" means an artisan's assistant who has had not less than three years' experience.

(*c*) "Artisan's Assistant, Unqualified" means an artisan's assistant who has had less than three years' experience.

(vi) "Bloemfontein area" means the area within a fifteen-mile radius from the General Post Office, Bloemfontein;

(vii) "Boatswain's chair" means a suspended platform seat intended for supporting one person in an elevated position in connection with building or excavation work;

(viii) "Builder's hoist" means any appliance used in connection with building work for raising or lowering materials by means of a platform, skip, cage or other receptacle on fixed guides;

(ix) "Building Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/of the making of articles for use in the erection, completion or alteration of buildings and/or structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the 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 installation, maintenance or repair of lifts in buildings:—

(*a*) "Asphalting", which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations, 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;

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

(*c*) "concrete work", which includes the supervision of concrete being placed *in situ* and levelling the surfaces thereof;

(*d*) "electrical installation", which includes electrical fitting and wiring and operations incidental thereto;

(*e*) "french polishing", which includes polishing with a brush or pad, and spraying with any composition;

(*f*) "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;

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

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

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

(*j*) "metal work", which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, the manufacture and/or fixing of drawn metal 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;

(55) die maak en skerpmaak van gereedskap;

(56) ambagsmanne bystaan waar nodig, maar nie die werk van 'n ambagsman verrig nie;

(*b*) „ambagsman se assistent, gekwalifiseer", 'n ambagsman se assistent met minstens drie jaar ondervinding;

(*c*) „ambagsman se assistent, ongekwalifiseer", 'n ambagsman se assistent met minder as drie jaar ondervinding;

(vi) „Bloemfonteingebied" die gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein;

(vii) „bootsmanstoel" 'n hangende platformsitplek wat bedoel is om een persoon in 'n verhewe posisie te ondersteun in verband met bou- of uitgrawingswerk;

(viii) „bouershyser" 'n toestel wat gebruik word in verband met bouwerk om materiale te lig of te laat sak deur middel van 'n platform, hysbak, kooi of ander houer of vaste leiers;

(ix) „Bounywerheid", sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en strukture op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue of strukture, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of struktuur of elders, en omdat dit alle werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of onderverdelings daarvan, maar nie klerke en administratiewe personeel nie, en ook nie die installering, instandhouding of herstel van hysers in geboue nie:—

(*a*) „Asfaltwerk", wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, water- of vogdigting van kelders of fondamente, afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastik of emulsie-asfalt of bitumen wat òf warm òf koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;

(*b*) „messelwerk", wat die volgende insluit: Betonwerk en die vassit van betonblokke, -platblokke of -plate, die aanbring van teëls op mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalfaatwerk aan erderiole;

(*c*) „betonwerk", wat toesighouding oor die in posisie plasing van beton en die gelykmaking van die oppervlakke daarvan insluit;

(*d*) „elektriese installering", wat elektriese aansit- en bedradingswerk en werksaamhede wat daarmee gepaard gaan, insluit;

(*e*) „lakpolitoerwerk", wat politoerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

(*f*) „beglasing", wat die volgende insluit: Die sny en/of vassit van alle soorte glas of dergelike materiaal in sponnings wat gevorm is in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee gepaard gaan;

(*g*) „skrynwerk", wat die volgende insluit: Die vassit van alle los houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat sodanige artikels vervaardig of berei het, dit in die gebou of struktuur vassit of nie, en ook rakkaste, kombuiskaste of ander vaste kombuistoebehore wat 'n permanente deel van die gebou uitmaak;

(*h*) „ruitwerk", wat die volgende insluit: Die vervaardiging en/of vassit van ruite in lood en/of ander metaal en/of reklameborde (uitgesonderd die elektriese toebehore in verband daarmee) en die beglasing daarvan;

(*i*) „klipmesselwerk", wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir, en die bou van sier- en monumentklipwerk), betonwerk en die vassit of bou van voorafgegiete en/of kunsklip en/of -marmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall of Biax of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en ander klipwerkmasjinerie (uitgesonderd klippoleermasjinerie) en die skerpmaak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, dit in die gebou of struktuur vassit of nie;

(*j*) „metaalwerk", wat die volgende insluit: Die vassit van staalplafonne, metaalvensters, metaaldeure, bousmidswerk, metaalrame en metaaltrappe, boumetaalwerk, die vervaardiging en/of vassit van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, dit in die gebou of struktuur vassit of nie;

(*k*) "painting", which includes decorating, paper hanging, glazing, distempering, lime and colour washing, staining, varnishing, graining, marbling and spraying, spray painting, signwriting and wall decoration;

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

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

(*n*) "saw-doctoring", which includes machines and tools used in the trade, hammering, gulleting, sharpening and setting all classes of circular and frame saws, brazing, retoothing, sharpening (by hand or machine) spring setting, tensioning of band saws, setting up and repairing inserted tooth saws, truing up buckled or twisted band saws, and circular saws;

(*o*) "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;

(*p*) "sign-writing", which includes colour mixing and matching, laying out signs, painting backgrounds, lettering, gilding, heraldry, use of gold leaf, glass engraving, spray painting, sand blasting designs;

(*q*) "steel reinforcing", which includes supervising the bending, placing and fixing in position of steel;

(*r*) "steel construction", which includes the fixing of all classes of steel or other metal columns, girders, steel joist or metal in any other form which form part of a building structure;

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

(x) "cantilever or jib scaffold" means a working platform supported on cantilevered or braced outrigger beams;

(xi) "chargehand" means an employee placed in charge of a job or jobs or a particular section of a job or jobs, who gives out work to employees under his control and supervises its progress towards completion and maintains discipline and generally is responsible to the employer for efficiency on the job or jobs and who may in addition perform the work of an artisan either constant or intermittently;

(xii) "child" means, in respect of any person who contributes to the Medical Aid Fund referred to in clause 36, a member's unmarried legitimate child or legally adopted child or stepchild under the age of eighteen years, dependent wholly upon him or in receipt of an income of not more than R40 a month, living with the member except for temporary absence at boarding school, on holiday or for any other reason acceptable to the Management Committee;

(*k*) „skilderwerk", wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kleurkalkwerk; beitswerk, verniswerk, vlamskilderwerk en marmering en spuitverfwerk, letterskilderwerk en muurversiering;

(*l*) „pleisterwerk", wat die volgende insluit: Boetseer en modelleer, vormmakery, die aanbring van voorwerk in vorms vir stortstelsels, die maak en vassit van pleisterbordplafonne en vesel- of ander komposisiepleister, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe verplaasbare spinner, buigsame sny- en afwerkmasjien, voorafgegiete of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, plaatgaaswerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, dit in die gebou of struktuur vassit of nie;

(*m*) „loodgieterswerk", wat die volgende insluit: Sweissoldeerwerk- en sweiswerk, loodlas- en gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanleg-, kalfaat-, ventileer- en verwarmingswerk, die aanlê van warm en koue water, brandblusinstallering en die vervaardiging en aansit van alle plaatmetaalwerk, afgesien daarvan of die persoon wat die betrokke artikel vervaardig of berei, dit in die gebou of struktuur vassit of nie;

(*n*) „saagherstelwerk", wat die volgende insluit: Masjiene en gereedskap wat in die bedryf gebruik word; hamer-, uithol-, skerpmaak- en herstelwerk aan alle klasse sirkelsae en raamsae, sweissoldeerwerk, hervertanding, slypwerk (met die hand of 'n masjien), veer- en spanningstelwerk aan bandsae, oprigting en herstel van lostandsae en die haaksmaak van verbuigde of gedraaide bandsae en sirkelsae;

(*o*) „winkel-, kantoor- en bankuitrusting", wat die volgende insluit: Die vervaardiging en/of vassit van winkelfronte, vensterafskortings, vertoonkaste, toonbanke, skerms en los en vaste binnetoebehore;

(*p*) „letterskilderwerk", wat die volgende insluit: Kleurvermenging en -passing, die ontwerp van uithangborde, inskildering van agtergrond, belettering, vergulding, heraldiek, die gebruik van bladgoud, glasgrafering, spuitverfwerk en sandstraling van ontwerpe;

(*q*) „staalwapening", wat toesighouding oor die buig, plasing en vassit van staal in die regte posisie insluit;

(*r*) „staalkonstruksie", wat die volgende insluit: Die vassit van alle soorte staal- of ander metaalpilare, lêers, staalbalke of metaal in enige ander vorm wat deel uitmaak van 'n gebou of struktuur;

(*s*) „houtwerk", wat die volgende insluit: Timmer-, fineerpaneelwerk en die polering en skuur daarvan, houtwerk, masjien, draai- en houtsneewerk, die vassit van golfyster, klank- en akoestiekmateriaal, kurk- en asbesisolering, houtlatwerk, komposisieplanfonne en muurbedekking, die boor van gate en insit van proppe in mure, bedekking van houtwerk met metaal, blokkies- en ander vloerwerk met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, bediening van 'n Mall- en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en poleermasjien, bekisting en/of bereiding van vorms vir beton, afgesien daarvan of die persoon wat die betrokke artikel vervaardig of berei het, dit in die gebou of struktuur vassit 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 iets bykomstig is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste aan die klant uitmaak nie;

(x) „vrydraer- of kraanarmsteier" 'n werkplatform wat op vrydraerbalke of verspande kraanbalke steun;

(xi) „onderbaas" 'n werknemer met beheer oor 'n taak of take van 'n besondere afdeling van 'n taak of take, wat werk uitdeel aan werknemers onder sy beheer, toesig hou oor werk tot dit voltooi word, dissipline handhaaf en oor die algemeen aan die werkgewer verantwoordelik is vir die doeltreffendheid waarmee die taak of take verrig word, en wat daarbenewens met of sonder tussenpose die werk van 'n ambagsman mag verrig;

(xii) „kind", ten opsigte van enigeen wat bydrae tot die Mediese Bystandfonds bedoel in klousule 36, 'n lid se ongetroude wettige kind of wettig aangenome kind of stiefkind onder die ouderdom van 18 jaar, geheel en al van hom afhanklik is of 'n inkomste van hoogstens R40 per maand ontvang, wat by die lid bly, behalwe wanneer hy tydelik 'n kosskool bywoon of met vakansie is of afwesig is om enige ander rede wat vir die Bestuurskomitee aanvaarbaar is;

(xiii) "competent person" means a person who has had at least five years' practical experience in building work or a person who has obtained a degree in civil engineering of a South African University or a degree recognized by the Department of Education, Arts and Science of the Republic of South Africa as equivalent to such first mentioned degree;

(xiv) "contribution book" means the book issued by the Council to each employee in the Industry each year in terms of clause 23 (10);

(xv) "conveyance" means transport by licensed ambulance, and in the absence of or inability to obtain a licensed ambulance, transport by private motor vehicle, taxi or any other means of transport whilst being used as a conveyance during illness or injury;

(xvi) "Council" means the Industrial Council of the Building Industry, Bloemfontein, deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1956;

(xvii) "dependant", in relation to a member of the Medical Aid Fund referred to in clause 36, means—
(*a*) the wife of such member;
(*b*) the child of such member;

(xviii) "driver of mechanical vehicle" means an employee who is engaged in driving a mechanical vehicle and for the purpose of this definition "driving a mechanical vehicles" includes all periods of driving and any time spent by the driver on work connected with the vehicle or load and all periods during which he is obliged to remain at his post in readiness to drive;

(xix) "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 16 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 cause such as fire, storm, flood, accident or act of violence, must be performed without delay;

(xx) "essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking;

(xxi) "general foreman" means an employee employed in a purely supervisory capacity only and who is placed in charge of a job or jobs, who gives out work to employees under his control and supervision, who maintains discipline and is generally responsible to the employer for efficiency on the job or jobs, and who is not required to do work of an artisan except intermittently or in an instructional capacity;

(xxii) "general practitioner" means a person registered as a medical practitioner under the Medical, Dental and Pharmacy Act, 1928 (Act No. 13 of 1928);

(xxiii) "heavy suspended scaffold" means a working platform suspended from overhead cantilevered supports by means of more than one separate suspension from each cantilever support;

(xxiv) "industry" means the Building Industry and Monumental Masonry Industry;

(xxv) "Labourer" means an employee engaged on any or all of the following:—

(1) Application of carbolineum to sprockets and battens and application of carbolineum to any other surface;
(2) application and spreading of adhesives preparatory to the setting of flooring blocks, tiles, sheeting and similar materials and the use of rollers or other appliances for the purpose of bedding down flooring materials after setting or laying;
(3) assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;
(4) assisting artisans in the application of hot glue to tenons or wood surfaces prior to cramping or pressing;
(5) assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;
(6) 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 grind stone machinery;
(7) applying of floor polish;
(8) bagging down walls and ceilings;
(9) baling waste or scrap metal by hand or machine;
(10) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;
(11) carrying mortar, bricks, stone, concrete or other materials;
(12) cleaning off glass after glazing;

(xiii) „bekwame persoon" iemand met minstens vyf jaar praktiese ondervinding in bouwerk of iemand wat 'n graad verwerf het in siviele ingenieurswese aan 'n Suid-Afrikaanse universiteit of 'n graad wat deur die Departement van Hoër Onderwys van die Republiek van Suid-Afrika erken word as gelykstaande aan eersgenoemde graad;

(xiv) „bydraeboek" die boek wat die Raad elke jaar aan elke werknemer in die Nywerheid kragtens klousule 23 (10) uitreik;

(xv) „vervoer" vervoer deur middel van 'n gelisensieerde ambulans, en indien 'n gelisensieerde ambulans nie beskikbaar is of nie verkry kan word nie, vervoer deur middel van 'n private motorvoertuig, vliegtuig, taxi of enige ander vervoermiddel terwyl dit gebruik word as 'n vervoermiddel gedurende siekte of by 'n besering;

(xvi) „Raad" die Nywerheidsraad vir die Bounywerheid, Bloemfontein, wat geag word geregistreer te wees ingevolge artikel 19 van die Wet op Nywerheidsversoening, 1956;

(xvii) „afhanklike", ten opsigte van 'n lid van die Mediese Bystandsfonds bedoel in klousule 36,—
(*a*) die vrou van so 'n lid;
(*b*) die kind van so 'n lid;

(xviii) „bestuurder van 'n meganiese voertuig" 'n werknemer wat 'n meganiese voertuig bestuur en vir die toepassing van hierdie omskrywing omvat „'n meganiese voertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat 'n bestuurder aan werk in verband met die voertuig of vrag bestee en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te bestuur;

(xix) „noodwerk", sonder om die gewone betekenis van die term enigsins te beperk, alle werk wat nie binne die gewone werkure, voorgeskryf in klousule 16, verrig kan word nie en wat nodig is ten einde die gesondheid of veiligheid van die publiek of die voortgaan van werksaamhede van 'n ander nywerheid, saak of onderneming te verseker, of werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of gewelddaad, sonder versuim verrig moet word;

(xx) „noodsaaklike dienste" werk wat noodsaaklikerwyse verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voortgaan van die werksaamhede van 'n ander nywerheid, saak of onderneming te verseker;

(xxi) „algemee voorman" 'n werknemer wat net in 'n toesighoudende hoedanigheid in diens is en wat beheer voer oor 'n taak of take, wat werk aan werknemers onder sy beheer en toesig uitdeel, dissipline handhaaf en oor die algemeen aan die werkgewer verantwoordelik is vir die doeltreffendheid waarmee die taak of take verrig word, en van wie nie vereis word om 'n ambagsman se werk te doen nie, tensy dit met tussenpose gedoen word of opleidingswerk is;

(xxii) „algemene praktisyn" 'n persoon wat ingevolge die Wet op Geneeshere, Tandartse en Aptekers, 1928 (Wet No. 13 van 1928) as 'n mediese praktisyn geregistreer is;

(xxiii) "swaar hangsteier" 'n werkplatform wat aan vrydraende bo-stutte hang deur middel van meer as een afsonderlike hanger aan elke vrydraende stut;

(xxiv) „Nywerheid" die Bou- en Monumentklipmesselnywerheid;

(xxv) „arbeider" 'n werknemer wat een van of al die volgende werksaamhede verrig:—

(1) Karbolineum op wipstukke en latte of enige ander oppervlak aanbring;
(2) kleefstowwe aanbring en sprei ter voorbereiding vir die lê van vloerblokkies, -teëls, -stroke en dergelike materiaal en die gebruik van rollers of ander toestelle ten einde bevloeringsmateriale in te bed ná dit gelê is;
(3) ambagsmanne help deur houtdraadholtes op te vul voordat houtoppervlakke moet doek opgevryf word;
(4) ambagsmanne help om lym aan tappe of houtoppervlakke te smeer voordat dit vasgekramp of gepers word;
(5) ambagsmanne help om staalstutte in posisie te plaas, dit aan drabalke vas te maak en op die regte hoogte te stel;
(6) hangsae onder toesig bedien, help om klippe reg te plaas en saaglemme in te sit met die doel om hangsae en poleermasjiene te bedien en/of met slypsteenmasjinerie te werk;
(7) vloerpolitoer aanbring;
(8) saksmeerwerk aan mure en plafonne verrig;
(9) oorskiet- of afvalmetaal met die hand of 'n masjien baal;
(10) staalwapeningsmateriaal bind of vasbind met draad en sodanige materiaal onder toesig sny, buig, monteer, oprig en vassit;
(11) dagha, stene, klip, beton of ander materiaal dra;
(12) glas ná beglasing skoonmaak;

(13) cleaning completed frames in preparation for puttying;
(14) cleaning off moulds, work benches, yard premises, tools, etc.;
(15) cleaning down of teak or other hard woods by using solvents and steel wools;
(16) coupling steel windows and door frames under supervision;
(17) cutting of poles and wedging up;
(18) cutting, screwing, bending and threading of piping and steel rods by hand or machine under supervision, excluding copper;
(19) cutting scaffold poles or props by two-handed saw;
(20) cutting dampcourse and placing in position;
(21) cutting of toothings and indents, for bonding brickwork;
(22) cutting hoop iron bending and holing;
(23) cutting up scrap metal by hand;
(24) cutting, drilling, chasing and plugging in brick and concrete;
(25) cutting of roofing tiles with tile hand-cutting machine under supervision;
(26) digging or taking out stone or soil for foundations, trenches, drains and channels;
(27) drawing off material from all woodworking machines;
(28) drilling holes by machine;
(29) drilling or punching metal by power or hand machines under supervision;
(30) erecting hoists under supervision;
(31) erecting scaffolding under supervision;
(32) excavating on ground, soft and hard rock and using a jackhammer and removing excavated stone and soil;
(33) filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;
(34) filling in joints between joint of brick and concrete beam under supervision;
(35) filling in joints and cleaning of all wall tiles, excluding jointing and pointing;
(36) filling of mould with a facing mixture and concrete mixture using a shovel;
(37) fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
(38) fixing dampcourse sheeting to sides of steel and wood frames;
(39) fixing lugs to steel windows and door frames under supervision;
(40) gauging sand, stone and cement;
(41) gauging sizes of wall and floor tiles;
(42) grouting in joints and filling backs of stone work after fixing, under supervision;
(43) grouting of joints in bricks and tile floors and cleaning off;
(44) hoisting shuttering and placing in position but not fixing;
(45) hoisting of steel and laying into position under supervision;
(46) kneading of putty to correct consistency;
(47) laying, levelling and screeding of concrete and operating a concrete vibrator, under supervision;
(48) laying loose tiles on surfaces without bedding, provided no tools are used;
(49) lime-washing of foundations and lime-washing and the use of tar or similar products on buildings and latrines occupied and to be used by Bantu and/or rough timber such as floor joints and underside of ground floors, provided that the terms "foundations" and "underside of ground floors" shall not include any portion of a building utilised or to be utilised for such purposes as cellars, parking bays, store rooms and the like;
(50) loading and unloading materials and goods;
(51) applying key coat preparatory to application of finishing coat of mastic asphalt on all vertical and inclined surfaces;
(52) mixing mastic asphalt in pots, attending to fires, carrying mixed material to site of laying, cleaning up under supervision;
(53) mixing asphalt macadam, dumping and placing material at laying site, rolling with handrollers;
(54) mixing concrete by hand or machine under supervision;
(55) oiling and greasing machinery when not in operation;
(56) operating a carborundum saw for brick cutting;

(13) voltooide rame skoonmaak ter voorbereiding vir die aansit van stopverf;
(14) vorms, werkbanke, werfpersele, gereedskap, ens. skoonmaak;
(15) kiaat of ander harde houtsoorte skoonmaak deur oplosmiddels en staalwol te gebruik;
(16) staalvensters en -deurkosyne onder toesig koppel;
(17) pale saag en opwigwerk doen;
(18) pype en staalstawe, uitgesonderd dié van koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny;
(19) steierpale of stutte met 'n treksaag saag;
(20) voglae sny en in posisie plaas;
(21) in- en uittandings vir steenverbandwerk inkap;
(22) hoepelyster sny, buig en gate daarin maak;
(23) afvalmetaal met die hand in stukke sny;
(24) stene en beton sny, boor, gleuwe daarin kap en proppe daarin aanbring;
(25) dakpanne met 'n dakpanhandsnymasjien sny;
(26) klip of grond uitgrawe of uithaal vir fondamente, slote, riole en kanale;
(27) materiaal van alle houtwerkmasjiene afneem;
(28) gate met 'n masjien boor;
(29) metaal met 'n krag- of handmasjien onder toesig boor of pons;
(30) hysers onder toesig oprig;
(31) steiers onder toesig oprig;
(32) uitgrawings in grond, sagte en harde rots maak en 'n klipboor gebruik en die uitgegraafde klip en grond verwyder;
(33) gebreke op die voorvlak van afgewerkte artikels opvul met 'n sementmengsel en die voorvlak met 'n stuk sak afvryf;
(34) voeë tussen stene en betonbalke onder toesig opvul;
(35) voeë opvul en alle muurteëls skoonmaak, uitgesonderd voeg- en voegstrykwerk;
(36) vorms met 'n voorwerk- en betonmengsel vul deur 'n skopgraaf te gebruik;
(37) hoepelyster, staal- of draadverstywings vassit om bekisting te versterk;
(38) voglaagstroke aan die kante van staal- en houtrame vassit;
(39) kloue onder toesig aan staalvensters en -deurkosyne vassit;
(40) sand, klip en sement afmeet;
(41) groottes van muur- en vloerteëls meet;
(42) voeë met bry vul en die agterkant van klipwerk opvul nadat dit aangebring is;
(43) voeë in stene en teëlvloere met vry opvul en skoonmaak;
(44) bekisting ophys en in posisie plaas maar nie vassit nie;
(45) staal ophys en onder toesig in posisie plaas;
(46) stopverf knie totdat dit die regte stewigheid het;
(47) beton lê, gelykmaak en afvlak en 'n betontriller onder toesig bedien;
(48) los teëls op oppervlakke lê sonder om dit vas te bed, mits geen gereedskap gebruik word nie;
(49) fondamente afwit en geboue en latrines wat deur Bantoes geokkupeer en deur hulle gebruik gaan word en/of growwe timmerhout soos vloerbalke en die onderkant van grondvloere afwit en teer of dergelike produkte daarop aanwend: Met dien verstande dat die terme „fondamente" en „die onderkant van grondvloere" geen deel van 'n gebou mag omvat wat vir doeleindes soos kelders, parkeerplekke, opbergkamers, ens. gebruik of gebruik gaan word nie.
(50) materiaal en goedere op- en aflaai;
(51) 'n grondlaag aanbring ter voorbereiding vir die aanbring van 'n afwerklaag van mastikasfalt op alle vertikale en skuins oppervlakke;
(52) mastikasfalt in potte meng, vure aan die gang hou, gemengde materiaal na aanbringplek dra en onder toesig skoonmaak;
(53) asfaltmacadam meng, materiaal op aanbringplek aflaai en plaas, rolwerk met handrollers verrig;
(54) beton onder toesig met die hand of 'n masjien meng;
(55) masjinerie olie en smeer wanneer dit nie in werking is nie;
(56) 'n karborundumsaag vir steensaagwerk bedien;

(57) priming of surfaces with bitumastic or waterproofing solutions;

(58) preparing roofs, including scraping and wirebrushing prior to painting;

(59) painting of joints and backs of stone with waterproofing compound;

(60) preservative painting of all builder's plant;

(61) removing rust and scale from iron or steel surfaces;

(62) removing loose and flaking paint from gutters, downpipes or other surfaces, under supervision when a blowlamp or paint solvent is being used;

(63) removing plaster from steel or wood surfaces;

(64) sandpapering between coats;

(65) scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;

(66) scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used, or artisan's work is done by a labourer;

(67) washing down new galvanized surfaces prior to painting and treating new galvanized surfaces under supervision when a blowlamp or paint solvent is being used;

(68) use of abrasives of all kinds by hand including rubbing compounds on preparatory work in painting and spraying, including sandpaper of a grade not finer than Oakey's No. 2 strong, or equivalent may be used for any of these cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;

(69) raking out of brick joints and preparation of surfaces for plastering;

(70) removing stains and cement on stone, artificial stone, slate, terracotta or similar surfaces with carborundum blocks or rubbing machines;

(71) scraping down finished faces of products using a wire steel brush and a scrubbing brush by hand;

(72) shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;

(73) slushing;

(74) stopping, puttying woodwork, walls and ceilings;

(75) stopping of joints of moulds with plaster of paris under supervision;

(76) stripping shuttering under supervision;

(77) setting up of moulds, and stripping of casings and castings;

(78) tamping of/and the filling in of moulds—excluding the use of plasterers' trowels;

(79) treating of gutters and downpipes with any liquid which oxidises galvanized surfaces prior to painting;

(80) treating of timber with preservative under supervision;

(81) tying of roof tiles with wire;

(82) washing down bricks;

(83) wedging up wood props under supervision;

(84) working jackhammers or using hammer and punch for splitting stone or drilling dowel holes;

(85) assisting artisans or higher graded workers wherever necessary, but not to perform the work of an artisan or such higher graded employees;

(86) any other work of an unskilled nature not elsewhere specified or apportioned to any other class or grade of employee;

The following operations relate to the Stone and Monumental Masonry Industry only—

(87) operating swing saws, stone polishing machinery and compressors for stone work;

(88) flame treatment;

(89) jointing, excluding pointing;

(90) setting up blocks for swing saw, excluding levelling and lining up;

The following operations relate to electrical installation only—

(91) assisting artisans wherever necessary, but not to perform work except as set out in this definition;

(92) bending of conduit up to 1″ to template with machines in workshop;

(57) oppervlakke met 'n grondlaag van bitumastik of waterdigtingoplossings aanbring;

(58) dakke gereed maak vir verfwerk, met inbegrip van skraap- en draadborselwerk;

(59) voeë en die agterkante van klipwerk met waterdigtingmengsels verf;

(60) alle bouersuitrusting met preserveermiddels verf;

(61) roes en ketelsteen of skilfers van yster- of staaloppervlakke verwyder;

(62) los en geskilferde verf onder toesig van geute, geutpype of ander oppervlakke verwyder waar 'n blaaslamp of verfoplosmiddel gebruik word;

(63) pleister van staal- of houtoppervlakke verwyder;

(64) tussen lae skuur;

(65) witkalk afskraap en afvryf van oppervlakke wat voorheen afgewit is, maar sonder om herstelwerk aan die oppervlakke te verrig;

(66) mure of ander oppervlakke afskraap of afwas met die doel om dit te verf, met dien verstande dat geen gereedskap, gewoonlik deur skilders gebruik, gebruik of dat geen ambagswerk deur 'n arbeider verrig word nie;

(67) nuwe gegalvaniseerde oppervlakke afwas voordat dit geverf word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verfoplosmiddel gebruik word;

(68) skuurmiddels van alle soorte, met inbegrip van vryfmiddels, gebruik op voorbereidingswerk wat in verband met verf- en spuitverfwerk verrig word, met inbegrip van skuurpapier wat nie van 'n fyner graad as Oakey se No. 2-sterkte of die ekwivalent daarvan is nie, vir enigeen van hierdie skoonmaakprosesse gebruik mag word, maar geen ander borsels as skropborsels of draadborsels mag gebruik word nie;

(69) voeë tussen stene uitkrap en oppervlakke gereed maak vir pleisterwerk;

(70) vlekke en sement van klip-, kunsklip-, leiklip-, terrakotta- of dergelike oppervlakke met karborundumblokke of vryfmasjiene verwyder;

(71) afgewerkte voorvlakke van produkte met die hand afskraap deur 'n staaldraadborsel en 'n skropborsel te gebruik;

(72) materiaal met 'n skopgraaf in dagha- of betonmengmasjiene invoer of dit daaruit haal, sand sif en dagha of beton meng deur skopgrawe te gebruik;

(73) flodderwerk;

(74) houtwerk, mure en plafonne toestop en stopverf daarop aanbring;

(75) nate van vorms onder toesig met gips toestop;

(76) bekisting onder toesig afbreek;

(77) vorms opstel en omhulsels en stortsels afbreek;

(78) vorms vul en die vulsel vasstamp sonder om pleistertroffels te gebruik;

(79) geute en geutpype met 'n vloeistof wat gegalvaniseerde oppervlakke oksideer, behandel vóór dit geverf word;

(80) timmerhout onder toesig met preserveermiddels behandel;

(81) dakpanne met draad vasmaak;

(82) stene afwas;

(83) houtstutte onder toesig opwig;

(84) met klopbore werk of hamers en ponse gebruik vir die kloof van klip of die boor van tapgate;

(85) ambagsmanne of werkers van 'n hoër graad bystaan indien nodig, maar nie die werk van 'n ambagsman of sodanige werknemers van 'n hoër graad verrig nie;

(86) ander werk van 'n ongeskoolde aard verrig wat nie elders vermeld word of onder 'n ander klas of graad werknemer val nie.

Die volgende werksaamhede het slegs op die Klip- en Monumentklipmesselnywerheid betrekking—

(87) hangsae, klippoleermasjinerie en kompressors vir klipwerk bedien;

(88) vlambehandeling;

(89) voegwerk, uitgesonderd voegstryking;

(90) blokke vir hangsae oprig, uitgesonderd gelykmaking en rigwerk.

Die volgende werksaamhede het slegs op elektriese installering betrekking—

(91) ambagsmanne bystaan indien nodig, maar nie werk verrig behalwe soos in hierdie omskrywing uiteengesit nie;

(92) leipype tot 1 duim volgens patrone met masjiene in 'n werkwinkel buig;

(93) chasing and cutting of walls and concrete floors for conduits. Drilling concrete and brickwork by hand or power driven machines;

(94) cleaning off fittings, equipment tools etc., prior to or after erection;

(95) cleating including the placing of wires in cleats; provided no tensioning is done;

(96) cutting of conduits to marks and threading and reaming;

(97) digging of holes and planting of poles, trenching by hand or power tools;

(98) drilling or punching conduit holes in metal work with hand or power tools to predetermined marks;

(99) erecting metal prefabricated scaffolding or frame work;

(100) filling and temping of conduit boxes with paper and removal;

(101) fitting lamps and non electrical accessories to fittings;

(102) fitting of light electrical trunking; provided no wiring is done;

(103) generally assisting artisans and to perform any of the unskilled work as defined for other trades when directly applicable to electrical installation;

(104) laying of cable under direct supervision of an artisan in trenches, ducts and racks;

(105) loading or unloading materials;

(106) preparation and heating of compound under supervision of an artisan;

(107) prime painting of equipment and application of protective materials to conduit threads;

(108) pulling in of draw wires, excluding current carrying conductor;

(109) slushing or rough filling of wall and floor chases;

(110) strapping of armoured cables or conduits with tool or wire;

(111) stripping of redundant installation and equipment incidental thereto from which the supply cables have been removed;

(112) threading of fish tapes through conduits;

(113) assisting artisans or higher graded workers wherever necessary, but not to perform artisan's work or work defined as that of artisan's assistant or operative;

(xxvi) "learner" means an employee of the age of 21 years and over serving under a written contract of learnership in terms of clause 10;

(xxvii) "light suspended scaffold" means a working platform suspended from overhead cantilevered supports by means of a single suspension from each cantilever support;

(xxviii) "lock up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, the whole to be constructed to provide a place for the safe keeping of employees' tools and clothes at any time;

(xxix) "management committee" or "committee" means a committee appointed as such by the Council in terms of clauses 35 and 36 of this Agreement to administer the Sick Fund or Medical Aid Fund on behalf of the Council;

(xxx) "married member" in respect of any member who contributes to the Fund referred to in clause 36, means a member with one or more dependants;

(xxxi) "Medical Aid Fund" means the Building Industry Medical Aid Fund established by clause 36;

(xxxii) "medical certificate" means a certificate issued by a general practitioner and/or specialist on the form prescribed by the Sick Fund or the Medical Aid Fund;

(xxxiii) "member" means any person who contributes to the Fund referred to in clause 36 in order to obtain any benefit referred to in such clause, either for himself or for any person who is his dependant in terms of that clause;

(xxxiv) "Minister" means the Minister of Labour or his duly appointed representative;

(xxxv) "minor" means an employee employed in a trade designated under the Apprenticeship Act, 1944, during the probationary period prescribed in that Act;

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

(xxxvii) "Operative" means an employee engaged under supervision on any one or more of the following operations—

(93) gleuwe in mure en betonvloere vir leipype uitkap, gate in beton en messelwerk met 'n hand- of kragmasjien boor;

(94) los toebehore, uitrusting, gereedskap, ens. vóór en ná oprigting skoonmaak;

(95) klampwerk verrig, met inbegrip van die plaas van drade in klampe, mits geen spanningstelwerk gedoen word nie;

(96) leipype volgens merke sny, draad insny en ruim;

(97) gate grawe, pale inplant en slote met hand- of kraggereedskap grawe;

(98) leipypgate in metaalwerk met hand- of kraggereedskap volgens voorafbepaalde merke boor of pons;

(99) voorafvervaardigde metaalsteiers of -raamwerk oprig;

(100) leipypkaste met papier vul en dit vasstamp en verwyder;

(101) lampe en nie-elektriese bybehore op los toebehore aanbring;

(102) ligte elektriese roeteringskanale insit, mits geen bedradingswerk gedoen word nie;

(103) ambagsmanne oor die algemeen bystaan en enigeen van die ongeskoolde werke doen soos vir ander bedrywe omskryf, wanneer dit regstreeks op elektriese installering van toepassing is;

(104) kabels onder regstreekse toesig van 'n ambagsman in slote, kanale en rame lê;

(105) materiaal op- of aflaai;

(106) mengsels onder toesig van 'n ambagsman berei en verhit;

(107) 'n grondlaag verf op uitrusting en beskermende stowwe op leipypdrade aanbring;

(108) deurtrekdrade intrek, uitgesonderd stroomdraende geleiers;

(109) muur- en vloergleuwe flodder of rofweg opvul;

(110) pantserkabels of -leipype met gereedskap of draad verbind;

(111) oortollige dele van installasie en uitrusting wat daarmee in verband staan, en waarvan die toevoerkabels verwyder is, afstroop;

(112) deurtrekband deur leipype ryg;

(113) ambagsmanne of werkers van 'n hoër graad bystaan indien nodig, maar sonder om die werk van 'n ambagsman of werk omskryf as dié van 'n ambagsman se assistent of 'n werkman te verrig;

(xxvi) „leerling" 'n werknemer wat 21 jaar oud en ouer is, wat diens doen ingevolge 'n skriftelike leerlingskontrak ingevolge klousule 10;

(xxvii) „ligte hangsteier" 'n werkplatform wat aan vrydraende bo-stutte hang deur middel van 'n enkele hanger aan elke vrydraerstut;

(xxviii) „toesluitplek", 'n skuur, kamer, werkwinkel, fabriek of dergelike plek, wat uit vier mure en 'n dak bestaan, van beton, stene, hout, yster of enige kombinasie daarvan gebou en wat stewig toegesluit kan word ten einde die gereedskap en klere van werknemers te eniger tyd veilig te bewaar;

(xxix) „bestuurskomitee" of „komitee" 'n komitee wat as sodanig deur die Raad aangestel is ingevolge klousules 35 en 36 van hierdie Ooreenkoms, om die Siekefonds of Mediese Bystandsfonds namens die Raad te administreer;

(xxx) „getroude lid", ten opsigte van 'n lid wat bydra tot die Fonds bedoel in klousule 36, 'n lid met een of meer afhanklikes;

(xxxi) „Mediese Bystandfonds" die Mediese Bystandfonds vir die Bounywerheid, gestig ingevolge klousule 36;

(xxxii) „doktersertifikaat" 'n sertifikaat uitgereik deur 'n algemene praktisyn en/of spesialis op die vorm voorgeskryf deur die Siekefonds of die Mediese Bystandfonds;

(xxxiii) „lid" iemand wat bydra tot die Fonds bedoel in klousule 36 ten einde enige bystand bedoel in dié klousule te verkry, hetsy vir homself of vir enigeen wat ingevolge dié klousule 'n afhanklike van hom is;

(xxxiv) „Minister" die Minister van Arbeid of sy behoorlik aangestelde verteenwoordiger;

(xxxv) „minderjarige" 'n werknemer in diens in 'n ambag aangewys kragtens die Wet op Vakleerlinge, 1944, gedurende die proeftydperk voorgeskryf in dié Wet;

(xxxvi) „Monumentklipmesselnywerheid" die Nywerheid waarin werknemers en werknemers met mekaar geassosieer is ten einde grafstene of ander monumente op grafte te maak en/of op te rig en/of om grafte op te bou;

(xxxvii) „werkman" 'n werknemer wat onder toesig een of meer van die volgende werksaamhede verrig—

(1) application of back putty and cleaning of excess tags therefrom;
(2) applying solution to cement tiles on roofs, using a block brush;
(3) applying waterproofing compounds to surfaces;
(4) assembling and erecting steel form work and columns, excluding lining up;
(5) bending and/or body forming of metal by hand;
(6) caulking of joints in drains;
(7) cutting and trimming wedges by hand;
(8) cutting of flooring materials other than wooden strip flooring;
(9) drilling holes, repetitive cutting of rough materials on site with power tools;
(10) employee in charge of scaffold erecting;
(11) employee in charge of stripping of shuttering;
(12) employee in charge of unskilled labourers levelling and screeding concrete;
(13) employee in charge of unskilled labourers mixing concrete and/or operating power driven mixer;
(14) floating of concrete where such work is done preparatory to further finishing by an artisan;
(15) feeding materials to manually fed woodworking machines in workshops, excluding spindle and surfacer;
(16) feeding materials to mechanically fed woodworking machines in workshops;
(17) fixing of Q.C. decking plates;
(18) laying precast surface channels excluding setting out;
(19) oiling of woodwork in workshop;
(20) operating automatic press;
(21) operating a builder's hoist;
(22) operating a concrete mixer or mortar mill or similar machines;
(23) operating a portable grinding and similar machines;
(24) operating a power driven grinding machine on metal and/or filing by hand;
(25) operating an electrically driven orbital sander using sand/water paper of grade 400 to 120;
(26) operating a sandpaper and spinning machine on flooring;
(27) sandpapering of counter tops and similar surfaces;
(28) soldering and riveting in workshop.

The following operations relate to the Stone and Monumental Masonry Industry only—

(29) operating a dunter, but excluding a hand dunter;
(30) operating a turning lathe, but excluding setting up;
(31) assisting artisans or higher graded workers wherever necessary, but not to perform artisan's work or work defined as that of artisan's assistant;

(xxxviii) "ordinary working hours" or "ordinary hours of work" means the hours of work prescribed in clause 16 (1);

(xxxix) "overtime" means that portion of any period during which an employee works for his employer during any one week or on any one day, as the case may be, which is in excess of the ordinary working hours;

(xl) "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;

(xli) "prescribed" means prescribed by or under this Agreement;

(xlii) "putlog scaffold" means a scaffold supported by a single row of standards and the structure in connection with which it is being used;

(xliii) "rules" means the rules of the Medical Aid Fund established in terms of clause 36 and shall include amendments thereto and annexures and any other provisions relating to benefits which may be granted and payment which falls due in terms of a resolution adopted by the management committee;

(xliv) "scaffold" means any structure or framework used for the support of persons, equipment and material in elevated positions in connection with building or excavation work;

(xlv) "secretary" means the secretary of the Council and includes any official nominated by the Council to act for the secretary;

(xlvi) "short-time" means a temporary reduction in the number of ordinary hours of work, owing to slackness of trade, shortage of materials, and/or breakdown of plant or machinery;

(1) stopverfbed aanbring en oorskietstukkies daarvan verwyder;
(2) oplossing aan sementteëls op dakke aanbring met behulp van 'n koolborsel;
(3) waterdigtingoplossings aan oppervlakke aanbring;
(4) staalbekisting en -pilare monteer en oprig, maar nie noukeurige rigwerk doen nie;
(5) metaal met die hand buig en/of fatsoeneer;
(6) kalfaatwerk doen aan lasse in riole;
(7) wigge met die hand sny en afwerk;
(8) bevloeringsmateriale, uitgesonderd strookvloere van hout, sny;
(9) gate boor, growwe materiaal by herhaling op die terrein met masjiengereedskap sny;
(10) beheer voer oor die oprigting van steiers;
(11) beheer voer oor die afbreek van bekisting;
(12) beheer voer oor ongeskoolde arbeiders wat beton gelykmaak en afvlak;
(13) beheer voer oor ongeskoolde arbeiders wat beton meng en/of 'n kragmenger bedien;
(14) beton afstryk, waar dié werk gedoen word ter voorbereiding vir verdere afwerking deur 'n ambagsman;
(15) materiaal in handvoerhoutwerkmasjiene in werkwinkels voer, uitgesonderd spil en vlakslyper;
(16) materiaal in meganies gevoerde houtwerkmasjiene in werkwinkels voer;
(17) Q.C.-dekplate vassit;
(18) voorafgegiete oppervlakkanale lê, maar nie uitmerk nie;
(19) houtwerk in werkwinkels olie;
(20) outomatiese persmasjien bedien;
(21) 'n bouershyser bedien;
(22) 'n betonmenger of daghameul of dergelike masjiene bedien;
(23) 'n verplaasbare skuur- en dergelike masjiene bedien;
(24) 'n kragskuurmasjien op metaal bedien en/of met die hand vyl;
(25) 'n elektriese draaiskuurder bedien wat sand/waterpapier van 'n graad van 400 tot 120 gebruik;
(26) 'n skuurmasjien en spinner op vloere bedien;
(27) toonbankblaaie en dergelike oppervlakke skuur;
(28) soldeer- en klinkwerk in werkwinkels doen.

Die volgende werksaamhede het slegs op die Klip- en Monumentklipmesselnywerheid betrekking—

(29) 'n dunter, uitgesonderd 'n handdunter, bedien;
(30) 'n draaibank bedien, maar nie oprig nie;
(31) ambagsmanne of werkers van 'n hoër graad bystaan indien nodig, maar nie die ambagsman se werk of werk omskryf as dié van 'n ambagsman se assistent doen nie;

(xxxviii) „gewone werkure" die werkure voorgeskryf in klousule 16 (1);

(xxxix) „oortyd" dié gedeelte van 'n tydperk waarin 'n werknemer gedurende een bepaalde week of op een bepaalde dag, na gelang van die geval, vir sy werkgewer werk en wat buite die gewone werkure val;

(xl) „stukwerk" 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik bereken word op die hoeveelheid werk wat verrig of geproduseer word, afgesien van die tyd wat aan sodanige werk bestee is;

(xli) „voorgeskryf" beteken voorgeskryf ingevolge hierdie Ooreenkoms;

(xlii) „kortelingsteier" 'n steier wat gestut word deur 'n enkele ry staanders en die struktuur in verband waarmee dit gebruik word;

(xliii) „reëls" die reëls van die Mediese Bystandfonds ingevolge klousule 36 gestig, en dit omvat wysigings daarvan en aanhangsels en enige ander bepalings betreffende bystand wat toegestaan mag word en betaling wat verskuldig word ingevolge 'n besluit deur die Bestuurskomitee geneem;

(xliv) „steier" 'n struktuur of raamwerk wat gebruik word om persone, uitrusting en materiaal in hoogliggende plekke te steun en wat in verband met bou- of uitgrawingswerk gebruik word;

(xlv) „sekretaris" die sekretaris van die Raad, en dit omvat 'n beampte wat die Raad benoem om namens die sekretaris op te tree;

(xlvi) „korttyd" 'n tydelike vermindering in die getal gewone werkure weens 'n handelslapte, tekort aan materiaal en/of 'n onklaarraking van uitrusting of masjinerie;

(xlvii) "single member" means any person who contributes to the Medical Aid Fund referred to in clause 36, without dependants;

(xlviii) "specialist" means a medical practitioner or dentist against whose name a speciality has been registered under the Medical, Dental and Pharmacy Act, 1928 (Act No. 13 of 1928), and who is practising as a specialist;

(xlix) "structure" includes walls, boundary, garden and retaining walls and monuments;
the rate of not less than that prescribed in clause 17 (1) (*a*);

(l) "suitable sleeping accommodation" means a waterproof shelter capable of being securely locked, with a wooden floor and the necessary washing and lavatory accommodation;

(li) "supervision" unless in conflict with the context of the definition of "operative" and/or "labourer", read with the definition of "artisan's assistant" or with any other specific provisions of this Agreement, means supervision by an employer or by an employee receiving a wage at

(lii) "task work" means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition of the wage prescribed in clause 17;

(liii) "trainee" means an employee serving a period of training in terms of the provisions of the Training of Artisans Act, No. 38 of 1951;

(liv) "trestle scaffold" means a working platform supported on trestles, stepladders, tripods and the like;

(lv) "unladen weight" means the weight of any mechanical vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of such vehicles and/or trailers;

(lvi) "wage" means the amount of money payable to an employee in terms of clause 17 in respect of his ordinary hours of work as prescribed in clause 16: Provided that—

(i) if an employer regularly pays an employee in respect of such ordinary hours of work, an amount higher than that prescribed in clause 17, it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on the basis provided for in clause 14 (2), received over and above the amount which he would have received if he had not been employed on such basis.

(lvii) "watchman" means an employee who is engaged in guarding premises, building, gates, vehicles, building materials or other properties;

(lviii) "week" means, in relation to any employee, the period of seven days within which the working week of that employee ordinary falls, and, for the purpose of this definition, "working week" means five working days;

(lvix) "wet weather shelter" means a shelter constructed of weatherproof materials in such manner that the occupants will be kept dry and comfortable in any circumstances;

(lx) "working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day and the annual holiday period prescribed in clause 20 of this Agreement, in respect of the ordinary hours laid down in clause 16;

(lxi) "working employer" means any employer or partner in a partnership, which is an employer, and who himself performs work similar to that carried out by employees in the Industry, and shall include the director of a company registered in terms of clause 5.

4. General

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

(xlvii) „ongetroude lid" 'n persoon wat bydra tot die Mediese Bystandfonds bedoel in klousule 36 en wat geen afhanklikes het nie;

(xlviii) „spesialis" 'n mediese praktisyn of tandarts teenoor wie se naam 'n spesialiteit ingevolge die Wet op Geneeshere, Tandartse en Aptekers, 1928 (Wet No. 13 van 1928) geregistreer is en wat as spesialis praktiseer;

(xlix) „struktuur" omvat mure, grens-, tuin- en keermure en monumente;

(l) „geskikte slaapplek" 'n waterdigte skuilding wat stewig toegesluit kan word, met 'n houtvloer en die nodige was- en latrinegeriewe;

(li) „toesighouding", tensy strydig met die samehang van die omskrywing van „werkman" en/of „arbeider", gelees met die omskrywing van „ambagsman se assistent" of enige ander spesifieke bepalings van hierdie Ooreenkoms, toesighouding deur 'n werkgewer of 'n werknemer wat minstens die loon ontvang wat in klousule 17 (1) (*a*) voorgeskryf word;

(lii) „taakwerk" 'n werkstelsel waarvolgens die minimum hoeveelheid werk, in 'n bepaalde tyd verrig of geproduseer, vasgestel word as 'n voorwaarde van die loon voorgeskryf in klousule 17;

(liii) „kwekeling" 'n werknemer wat 'n opleidingstydperk uitdien ingevolge die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951;

(liv) „boksteier" 'n werkplatform gestut deur bokke, traplere, driepote of dergelike stutte;

(lv) „onbelaste gewig" die gewig van 'n meganiese voertuig of sleepwa soos aangedui in 'n lisensie of sertifikaat uitgereik ten opsigte van so 'n voertuig of sleepwa deur enige owerheid wat by wet gemagtig is om lisensies ten opsigte van sodanige voertuie en/of sleepwaens uit te reik;

(lvi) „loon" die bedrag geld wat ingevolge klousule 17 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 16: Met dien verstande dat —

(i) indien 'n werkgewer 'n werknemer gereeld 'n hoër bedrag as dié voorgeskryf in klousule 17 ten opsigte van sodanige gewone werkure betaal, dit sodanige hoër bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so uitgelê moet word dat dit besoldiging bedoel of omvat wat 'n werknemer, wat op die grondslag, in klousule 14 (2) uiteengesit, in diens is, ontvang het benewens die bedrag wat hy sou ontvang het indien hy nie op so 'n grondslag in diens was nie.

(lvii) „wag" 'n werknemer wat persele, geboue, hekke, voertuie, boumateriaal of ander eiendom bewaak;

(lviii) „week", ten opsigte van 'n werknemer, die tydperk van sewe dae waarin die werkweek van dié werknemer gewoonlik val, en vir die toepassing van hierdie omskrywing beteken „werkweek" vyf werkdae;

(lxi) „natweerskuilding" 'n skuilding wat op so 'n wyse uit waterdigte materiale gebou is dat die okkupeerders in alle omstandighede droog bly en gerieflik is.

(lx) „werkdag" enige dag, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Republiekdag en die jaarlikse vakansietydperk voorgeskryf in klousule 20 van hierdie Ooreenkoms, ten opsigte van die gewone werkure wat in klousule 16 voorgeskryf word;

(lxi) „werkende werkgewer" 'n werkgewer of vennoot in 'n vennootskap, wat 'n werkgewer is en wat self werk verrig wat gelyk is aan dié wat deur werknemers in die Nywerheid verrig word, en omvat die direkteur van 'n maatskappy wat ingevolge klousule 5 geregistreer is.

4. Algemeen

Geen werkgewer of werknemer mag die bepalings van hierdie Ooreenkoms verontagsaam nie, afgesien daarvan of genoemde bepalings 'n voordeel skep vir of verpligting plaas op die betrokke werkgewer of werknemer, of nie. Elke bepaling, subklousule of klousule skep 'n reg of verpligting, na gelang van die geval, wat onafhanklik is van die bestaan van die ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref—hetsy vóór of ná die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

5. REGISTRATION OF EMPLOYERS

In addition to complying with the provisions of section fifty-nine of the Act—

(1) (*a*) every employer in the Industry shall within one month of the date on which this Agreement comes into operation; and

(*b*) every employer who starts business in the Industry on or after the date on which this Agreement comes into operation shall within one month of the date on which he so starts business,

furnish to the Secretary of the Council a written statement, which shall be in the form of Annexure A to this Agreement, setting forth his full name, and, if the employer is a partnership, the full names of the partners, and, if the employer is a company, the full names of its secretary and its directors and managers, the name under and the address at which he or it carries on business and such other particulars as may be required by the Council; provided that an employer who is the holder of a current certificate of registration issued under the provisions of clause 15 of the Agreement published under Government Notice No. R.771 of the 28th May, 1965, as amended and extended, shall be deemed to have complied with the provisions of this subclause.

(2) On receipt of the statement referred to in subclause (1), the Secretary of the Council shall furnish to the employer a certificate of registration in the form of Annexure B to this Agreement.

(3) The certificate of registration issued in terms of subclause (2) shall be displayed by the employer in a conspicuous place on his premises and an employer who transfers or abandons his business shall return the certificate within one month of the date of such transfer or abandonment to the Secretary of the Council for cancellation.

(4) The Secretary shall maintain a register of all employers registered in terms of this clause.

(5) (*a*) Every registered employer shall, in the event of any change in the particulars furnished by him in terms of subclause (1), or in the event of the sequestration of his estate, or, if the employer is a company, of the winding-up of the company, or in the event of the transfer or abandonment of the business in the Industry, furnish to the Secretary of the Council within fourteen days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

(*b*) In the event of any change in the particulars furnished in terms of paragraph (*a*) of this subclause, the employer shall return the certificate of registration issued to him in terms of subclause (2) to the Secretary who shall make the alterations thereto or issue a new certificate.

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

(i) wages as prescribed in clause 17; and

(ii) supplementary remuneration and contributions as prescribed in clause 23,

of this Agreement.

(*b*) (i) Whenever cash is deposited with the Council as a guarantee in terms of paragraph (*a*) hereof, such money shall be invested on fixed deposit for one year at a time with a Building Society or a Bank registered in terms of the Building Societies Act, 1965, or the Banks Act, 1965, respectively.

(ii) Any interest accruing to such fixed deposits shall be paid to the employer by the Council not later than the 31st January of the year following the date on which the fixed deposit expired at the fixed deposit rate of interest less one half per cent which shall be retained by the Council as administrative expenses.

(*c*) Whenever a Guarantor advises the Council that a guarantee for two weeks wages and supplementary remuneration and contributions lodged with the Council in terms of paragraph (*a*) hereof is to be withdrawn, the Council shall notify the employer in writing of such withdrawal and the employer shall within 14 days of such written notification, lodge a fresh guarantee with the Council in terms of paragraph (*a*) of this subclause.

5. REGISTRASIE VAN WERKGEWERS

Benewens nakoming van die bepalings van artikel 95 van die Wet—

(1) (*a*) moet elke werkgewer in die Nywerheid binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree; en

(*b*) moet elke werkgewer wat tot die Nywerheid toetree op of ná die datum waarop hierdie Ooreenkoms in werking tree, binne een maand vanaf die datum waarop hy aldus met werksaamhede in die Nywerheid begin;

aan die Sekretaris van die Raad 'n skriftelike opgawe voorlê in die vorm van Aanhangsel A van hierdie Ooreenkoms, met vermelding van die werkgewer se volle naam, en indien die werkgewer 'n vennootskap is, die volle name van al die vennote, en indien die werkgewer 'n maatskappy is, die volle naam van die sekretaris en direkteure en bestuurders daarvan, die naam waaronder en die adres waarby hy die besigheid dryf en alle ander besonderhede wat die Raad mag vereis: Met dien verstande dat 'n werkgewer wat in besit is van 'n geldige registrasiesertifikaat uitgereik ingevolge die bepalings van klousule 15 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.771 van 28 Mei 1965, soos gewysig en uitgebrei, geag word die bepalings van hierdie subklousule na te gekom het.

(2) By ontvangs van die opgawe gemeld in subklousule (1), moet die Sekretaris van die Raad aan die werkgewer 'n registrasiesertifikaat uitreik in die vorm van Aanhangsel B van hierdie Ooreenkoms.

(3) Die werkgewer moet die registrasiesertifikaat wat ingevolge subklousule (2) uitgereik is, in 'n opvallende plek op sy perseel vertoon, en 'n werkgewer wat sy besigheid oordra of daarvan afstand doen, moet die sertifikaat binne een maand vanaf die datum van sodanige oordrag of afstand vir kansellering aan die Sekretaris van die Raad terugstuur.

(4) Die Sekretaris moet 'n register byhou van alle werkgewers wat ingevolge hierdie klousule geregistreer is.

(5) (*a*) Ingeval van 'n verandering in die besonderhede wat die werkgewer ingevolge subklousule (1) verstrek het, of ingeval van die sekwestrasie van sy boedel, of die likwidasie van die maatskappy as die werkgewer 'n maatskappy is, of indien die besigheid in die Nywerheid oorgedra of daarvan afstand gedoen word, moet elke geregistreerde werkgewer binne 14 dae van die verandering, sekwestrasie, likwidasie, oordrag, afstand, verkryging of aanvang, 'n skriftelike opgawe aan die Sekretaris van die Raad voorlê, met volledige besonderhede oor die verandering, sekwestrasie, likwidasie, oordrag, afstand, verkryging of aanvang, na gelang van die geval.

(*b*) In geval van 'n verandering in die besonderhede wat ingevolge paragraaf (*a*) van hierdie subklousule verstrek is, moet die werkgewer die registrasiesertifikaat wat ingevolge subklousule (2) aan hom uitgereik is, terugstuur aan die Sekretaris, wat die veranderings daarop moet aanbring of 'n nuwe sertifikaat moet uitreik.

(6) (*a*) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree, in die Nywerheid betrokke is, en elke werkgewer wat na dié datum tot die Nywerheid toetree, moet binne sewe dae van dié datum, of van die datum waarop dié werkgewer met werksaamhede begin, na gelang van die geval, 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is om die betaling van twee weke se—

(i) lone soos voorgeskryf in klousule 17; en

(ii) aanvullende besoldiging en bydraes soos voorgeskryf in klousule 23

van hierdie Ooreenkoms te dek ten opsigte van sy werknemers.

(*b*) (i) Wanneer kontant by die Raad gedeponeer word as 'n waarborg ingevolge paragraaf (*a*) hiervan, moet dié geld op vaste deposito vir een jaar op 'n slag belê word by 'n bouvereniging of 'n bank wat onderskeidelik ingevolge die Bouverenigingswet, 1965, of die Bankwet, 1965, geregistreer is.

(ii) Alle rente op dié vaste deposito's moet teen die rentekoers vir vaste deposito's, min 'n halfpersent wat deur die Raad as administrasiekoste teruggehou word, deur die Raad aan die werkgewer betaal word voor of op 31 Januarie van die jaar wat volg op die vervaldatum van die vaste deposito.

(*c*) Wanneer 'n borg die Raad in kennis stel dat 'n waarborg vir twee weke se lone en aanvullende besoldiging en bydraes, wat ingevolge paragraaf (*a*) hiervan by die Raad ingedien is, ingetrek gaan word, moet die Raad die werkgewer skriftelik in kennis stel van dié intrekking en die werkgewer moet binne 14 dae vanaf sodanige skriftelike kennisgewing 'n nuwe waarborg ingevolge paragraaf (*a*) van hierdie subklousule by die Raad indien.

6. Time and Wage Records to be Kept by Employers

(1) Every employer shall at all times keep the records required by sub-section (1) of section 57 of the Act in the manner prescribed by regulation 8 of the regulations under the Act.

(2) Every employer shall retain the records kept by him in terms of subclause (1) for a period of three years subsequent to the date of the record and shall on demand by an agent of the Council made at any time during the said period of three years produce any such record for inspection.

(3) The records referred to in subclause (1) shall be kept in ink in writing or typescript in legible characters and on material of a durable nature.

7. Exhibition of Agreement and Posting of Notices

(1) Every employer shall—

(*a*) at all times keep a copy of this Agreement available on his premises for perusal by persons employed by him; and

(*b*) affix and keep affixed in some conspicuous place upon his premises to be determined by him, or in such other places upon his premises as the Council may from time to time direct, notices in the form prescribed by the regulations under the Act, in legible characters, in both official languages of the Republic of South Africa—

(i) containing the prescribed summaries of or extracts from the provisions of the Act;

(ii) containing the official address of the Divisional Inspector of Labour, Bloemfontein, and the address of the Secretary of the Council;

(iii) specifying the day of the week and the time and place at which remuneration will ordinarily be paid each week.

8. Notice Boards

(1) Every employer and all employers working in partnership shall, wherever building operations 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 two feet by one and a half feet or a notice board approved by the Council showing clearly in letters not less than two inches in height and in material of a durable nature—

(*a*) the name of such employer or partnership;

(*b*) the registered address of such employer or partnership;

(*c*) in the case of an employer who is a member of the employers' organization, the fact that he is a member thereof.

(2) The provisions of subclause (1) shall apply only to jobs of seven consecutive working days duration and over.

9. Engagement of Employees

(1) Save as is otherwise provided in this Agreement and subject to the provisions of Section 51 (10) and (11) of the Act—

(*a*) no employee who is a member of a trade union which is a party to this Agreement shall accept employment with an employer who is not a party to this Agreement or who is not a member of an employers' organization which is a party to this Agreement or remain in the employment of an employer whose membership of any of the employers' organizations has terminated, after having been informed by the Secretary of the Council of such termination of membership;

(*b*) no employer who is a party to this Agreement or who is a member of an employers' organization which is a party to this Agreement shall engage and/or employ an employee who is not a member of a trade union which is a party to this Agreement.

(2) The provisions of subclause (1) shall not apply—

(*a*) to a general foreman;

(*b*) to apprentices, trainees and to employees for whom wages are prescribed in paragraphs (*b*), (*c*), (*d*), (*e*), (*f*), (*g*), (*h*), (*i*) and (*j*) of clause 17 (1);

(*c*) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if an immigrant has at any time after the first three months of employment in the Industry refused an inviation of any of the trade unions concerned to become a member thereof, the provisions of this clause shall immediately come into operation;

6. Tyd- en Loonregisters deur die Werkgewers Bygehou

(1) Elke werkgewer moet ten alle tye die registers byhou wat ingevolge subartikel (1) van artikel 57 van die Wet vereis word, en wel op die wyse voorgeskryf in regulasie 8 van die regulasies ingevolge die Wet.

(2) Elke werkgewer moet die registers wat hy ingevolge subklousule (1) byhou, vir 'n tydperk van drie jaar ná die datum van die register in sy besit hou en moet so 'n register te eniger tyd gedurende genoemde tydperk van drie jaar op versoek van 'n agent van die Raad vir inspeksiedoeleindes oorhandig.

(3) Die register bedoel in subklousule (1) moet met ink op 'n duursame materiaal geskryf of getik word en die letters moet leesbaar wees.

7. Vertoning van Ooreenkoms en Opplak van Kennisgewings

(1) Elke werkgewer moet—

(*a*) altyd 'n eksemplaar van hierdie Ooreenkoms op sy persele beskikbaar hou sodat persone by hom in diens dit sorgvuldig kan deurlees; en

(*b*) leesbare kennisgewings in die vorm voorgeskryf in die regulasies ingevolge die Wet in albei amptelike tale van die Republiek van Suid-Afrika, wat—

(i) die voorgeskrewe opsommings van of uittreksels uit die bepalings van die Wet bevat;

(ii) die amptelike adres van die Afdelingsinspekteur van Arbeid, Bloemfontein, en die adres van die Sekretaris van die Raad bevat;

(iii) die dag van die week, die tyd en plek spesifiseer waar besoldiging gewoonlik elke week betaal sal word;

opplak en opgeplak hou in 'n opvallende plek op sy perseel, wat deur hom bepaal moet word, of op alle ander plekke op sy perseel wat die Raad van tyd tot tyd mag aanwys.

8. Kennisgewingborde

(1) Elke werkgewer en alle werkgewers wat in vennootskap werk, moet 'n kenisgewingbord in 'n opvallende plek, wat vir die publiek toeganklik is, vertoon op elke plek waar hy of hulle bouwerksaamhede verrig. Die kennisgewingbord moet minstens twee voet by een en 'n halfvoet groot wees of deur die Raad goedgekeur wees, en moet in letters wat minstens twee duim hoog is, van 'n duursame materiaal, die volgende besonderhede aangee—

(*a*) die naam van so 'n werkgewer of vennootskap;

(*b*) die geregistreerde adres van so 'n werkgewer of vennootskap;

(*c*) in die geval van 'n werkgewer wat lid van die werkgewersorganisasie is, die feit dat hy 'n lid daarvan is.

(2) Die bepalings van subklousule (1) is slegs van toepassing op take wat sewe agtereenvolgende werkdae of langer duur.

9. Indiensneming van Werknemers

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms en die bepalings van artikel 51 (10) en (11) van die Wet—

(*a*) mag geen werknemer wat lid is van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is, diens aanvaar by 'n werkgewer wat nie 'n party by hierdie Ooreenkoms of nie lid van 'n werkgewersorganisasie wat 'n party by hierdie Ooreenkoms is nie, en mag hy ook nie in diens bly by 'n werkgewer wie se lidmaatskap van enigeen van die werkgewersorganisasies beëindig is nie, nadat hy deur die Sekretaris van die Raad in kennis gestel is van dié beëindiging van lidmaatskap;

(*b*) mag geen werkgewer wat 'n party by hierdie Ooreenkoms is, of lid is van 'n werkgewersorganisasie wat 'n party by hierdie Ooreenkoms is, 'n werknemer in diens neem en/of hê, wat nie lid is van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is nie.

(2) Die bepalings van subklousule (1) is nie van toepassing nie—

(*a*) op 'n algemene voorman;

(*b*) op vakleerlinge, kwekelinge en op werknemers vir wie lone in paragrawe (*b*), (*c*), (*d*), (*e*), (*f*), (*g*), (*h*), (*i*) en (*j*) van klousule 17 (1) voorgeskryf word;

(*c*) op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binne gekom het: Met dien verstande dat as 'n immigrant te eniger tyd ná die eerste drie maande diens in die Nywerheid 'n uitnodiging van enigeen van die betrokke vakverenigings om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik van toepassing is;

(*d*) apart from the right of a person in terms of section 51 (10) of the Act, where, in the opinion of the Council, membership of a party to this Agreement has been refused or terminated without reasonable cause and the applicant has reported such refusal or termination to the Council within 30 days thereof.

(3) Proof of membership by an employee of the trade unions concerned shall be a membership card issued by the relevant trade union, which card shall be produced by the employee when applying for work and demanded by the employer.

(4) *Registration of Artisans*:

(*a*) Within three months of the date of coming into operation of this Agreement a certificate of registration shall be issued by the Council to all employees for whom wages are prescribed in clause 17 (1) (*a*) of this Agreement, who, at the date of coming into operation of this Agreement were in possession of a contribution book issued by the Council and who had either—

(i) completed their apprenticeship contracts in terms of the Apprenticeship Act 1944; or

(ii) been issued with a Certificate of Proficiency under section 6 or a Trade Diploma under section 7 of the Training of Artisan's Act 1951; or

(iii) been employed in the Building Industry, either in the Bloemfontein area or elsewhere, in any one of the trades designated under the Apprenticeship Act, 1944, for at least five consecutive years, having for not less than eighty per cent of that period contributed, through the medium of the voucher system, to a holiday or benefit fund for the Building Industry.

(*b*) An artisan who falls within the category mentioned in paragraph (*a*) and who has not been issued with a certificate of registration in terms of paragraph (*a*) within three months of the date of coming into operation of this Agreement shall within one month from the date of expiration of the said period of three months apply to the Council for a certificate of registration on such form as the Council may from time to time prescribe and shall be issued with such a certificate by the Council.

(*c*) Any person who does not fall within the categories mentioned in paragraphs (*a*) or (*b*) shall, if desirous of applying for a certificate of registration, furnish the Council with such documentary or such practical proof as the Council may deem necessary to substantiate the applicant's qualification for a certificate. The Council may in its discretion issue a certificate of registration to such a person.

(*d*) Every employee who has been issued with a certificate in terms of paragraphs (*a*), (*b*), or (*c*) shall upon accepting employment in the Industry, produce such certificate to his employer;

(*e*) No employer shall after the expiration of a period of six months from the date of coming into operation of this Agreement employ as an artisan any person unless such person produces a certificate issued to him in terms of this subclause, provided that this shall not apply if the employee produces to the employer proof from the Council that application has been made for a certificate of registration in terms of paragraphs (*b*) or (*c*) in which event such employee shall not be employed for a period exceeding one month from the date of his application to the Council without a certificate of registration.

(*f*) Any certificate issued in terms of this subclause shall be retained by the employee and such employee shall on being requested to do so by the Council, surrender the certificate to the Council.

(*g*) The Council shall have the power to amend, revoke or withdraw a certificate issued in terms of this clause, and in such circumstances the Council's decision shall be final; provided that the employee affected shall have the right to appear before the Council in person to state his case.

(*h*) Notwithstanding anything contained in this subclause no person who is in terms of any determination made by the Minister in terms of section 77 of the Act prohibited from performing any work in the Building Industry shall be issued with a certificate of registration unless exemption permitting of his employment in any such work has been granted. Certificates of registration issued to such persons shall be clearly distinguishable from those issued to other artisans and on such certificates shall be indicated in writing that the artisan concerned and his employer have been exempted from the provisions of any such determination.

10. Employment of Learners

(1) No employer shall employ any person as a learner unless the written consent of the Council has first been obtained; provided that such consent shall not be given in the case of a minor.

(*d*) waar lidmaatskap van 'n party by hierdie Ooreenkoms na die Raad se mening geweier of beëindig is sonder 'n gegronde rede en die aansoeker binne 30 dae van dié weiering of beëindiging die Raad daarvan in kennis gestel het, afgesien van die reg van 'n persoon kragtens artikel 51 (10) van die Wet.

(3) 'n Werknemer se bewys van lidmaatskap van die betrokke vakverenigings is sy lidmaatskapkaart wat deur die betrokke vakvereniging uitgereik word. Die werknemer moet dié kaart toon wanneer hy om werk aansoek doen en die werkgewer dit versoek.

(4) *Registrasie van ambagsmanne*:

(*a*) Die Raad moet binne drie maande van die datum waarop hierdie Ooreenkoms in werking tree, 'n registrasiesertifikaat uitreik aan alle werknemers vir wie lone in klousule 17 (1) (*a*) van hierdie Ooreenkoms voorgeskryf word, en wat op die datum waarop hierdie Ooreenkoms in werking tree, in besit is van 'n bydraeboek wat deur die Raad uitgereik is en wat—

(i) òf hul leerlingkontrakte ingevolge die Wet op Vakleerlinge, 1944, voltooi het; òf

(ii) 'n vaardigheidsertifikaat kragtens artikel 6 of 'n bedryfsdiploma kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, ontvang het; òf

(iii) minstens vyf agtereenvolgende jare in diens was in die Bounywerheid, hetsy in die Bloemfonteingebied of elders, in enigeen van die bedrywe aangewys ingevolge die Wet op Vakleerlinge, 1944, en gedurende minstens 80 persent van dié tydperk deur middel van die bewysstelsel tot 'n vakansie- of bystandfonds vir die Bounywerheid bygedra het.

(*b*) 'n Ambagsman wat ressorteer in die kategorie in paragraaf (*a*) genoem, en aan wie nie 'n registrasiesertifikaat ingevolge paragraaf (*a*) uitgereik word binne drie maande van die datum waarop hierdie Ooreenkoms in werking tree nie, moet binne een maand van die datum waarop genoemde tydperk van drie maande verstryk, by die Raad aansoek doen om 'n registrasiesertifikaat op dié vorm wat die Raad van tyd tot tyd mag voorskryf en die Raad moet so 'n sertifikaat aan hom uitreik.

(*c*) Enigeen wat nie binne die kategorieë genoem in paragrawe (*a*) of (*b*) ressorteer nie en wat om 'n registrasiesertifikaat wil aansoek doen, moet dié dokumentêre of praktiese bewys aan die Raad voorlê wat die Raad nodig mag ag om die aansoeker se kwalifikasie vir 'n sertifikaat te bevestig. Die Raad mag na goedvinde 'n registrasiesertifikaat aan so 'n persoon uitreik.

(*d*) Elke werknemer aan wie 'n sertifikaat kragtens paragraaf (*a*), (*b*) of (*c*) uitgereik is, moet so 'n sertifikaat aan sy werknemer toon wanneer hy diens in die Nywerheid aanvaar;

(*e*) Geen werknemer mag na die verstryking van 'n tydperk van ses maande vanaf die datum waarop hierdie Ooreenkoms in werking tree, enigiemand as 'n ambagsman in diens neem nie, tensy dié persoon 'n sertifikaat toon wat kragtens hierdie subklousule aan hom uitgereik is: Met dien verstande dat hierdie bepaling nie van toepassing is nie indien die werknemer aan die werkgewer bewys lewer, deur bemiddeling van die Raad, dat daar aansoek gedoen is om 'n registrasiesertifikaat ingevolge paragraaf (*b*) of (*c*), en in dié geval mag 'n werknemer in diens geneem word sonder 'n registrasiesertifikaat vir 'n tydperk van hoogstens een maand vanaf die datum van sy aansoek.

(*f*) 'n Sertifikaat wat ingevolge hierdie subklousule uitgereik is, moet in die werknemer se besit bly en die werknemer moet die sertifikaat aan die Raad oorhandig indien die Raad dit versoek.

(*g*) Die Raad het die reg om 'n sertifikaat wat ingevolge hierdie klousule uitgereik is, te wysig of in te trek en in dié geval is die Raad se besluit beslissend: Met dien verstande dat die betrokke werknemer die reg het om persoonlik voor die Raad te verskyn om sy saak te stel.

(*h*) Ondanks andersluidende bepalings in hierdie subklousule, mag daar aan niemand wat ingevolge 'n vasstelling van die Minister ingevolge artikel 77 van die Wet verbied word om werk in die Bounywerheid te verrig, 'n registrasiesertifikaat uitgereik word nie, tensy hy vrystelling ontvang het wat hom toelaat om dié werk te doen. Registrasiesertifikate wat aan sodanige persone uitgereik is, moet duidelik onderskei kan word van dié wat aan ander ambagsmanne uitgereik is, en daar moet skriftelik op sodanige sertifikate aangedui word dat die betrokke ambagsman en sy werkgewer vrygestel is van die bepalings van so 'n vasstelling.

10. Idiensneming van Leerlinge

(1) Geen werkgewer mag enigeen as 'n leerling in diens neem nie, tensy hy eers die skriftelike toestemming van die Raad verkry: Met dien verstande dat sodanige toestemming nie verleen mag word in die geval van 'n minderjarige nie.

(2) Application for permission to employ a learner shall be made to the Council by the employer who shall furnish *inter alia*—

(*a*) the full name and age of the person concerned;
(*b*) the nature of the work he is required to learn;
(*c*) the number of learners in his employ who are already learning the work;
(*d*) the number of employees, other than learners in his employ, who are engaged on such work; and
(*e*) the average number of employees, other than learners, over the previous 12 months.

(3) The Council shall have the power to fix the conditions of employment and period of learnership in each case and shall require the employer and the learner concerned to enter into a written agreement in respect of such period and conditions, which period and/or conditions shall not be varied without the prior consent of the Council.

(4) Notwithstanding any written agreement which may have been entered into in terms of subclause (3) of this clause, the Council may at any time by notice, in writing, withdraw its consent to the employment of any learner if it considers there is good reason to do so, and, on receipt of such notification from the Council the employer shall forthwith dispense with the services of the learner to whom the notification refers.

(5) When permission is withdrawn in terms of subclause (4) the employer shall forthwith return the agreement referred to in subclause (3) to the Council for cancellation.

11. Employment of Artisan Assistants

(1) (*a*) No employee, other than a chargehand, artisan, apprentice, trainee, learner or minor, shall undertake artisan assistant's work and no employer shall require and/or permit an employee other than a chargehand, artisan, apprentice, trainee, learner or minor to perform artisan assistant's work unless the employee concerned has been registered as an artisan's assistant with the Council and issued by the Council with a certificate to that effect.

(*b*) The certificate issued to an artisan's assistant by the Council in terms of paragraph (*a*) hereof, shall clearly indicate the operations which may be performed by such artisan's assistant.

(2) An artisan's assistant shall on demand by any duly authorized official of the Council or when requested to do so by an employer, produce the registration card issued to him by the Council.

(3) No employer shall dismiss an artisan for the purpose of replacing him with an artisan's assistant.

(4) No person under the age of 21 years shall qualify for registration as an artisan's assistant.

(5) An application for the registration of an artisan's assistant shall be made by the employer concerned on the form prescribed by the Council.

12. Employment of Persons Under the Age of 15 Years

No employer shall require or permit any person under the age of fifteen years to work in the Industry.

13. Unauthorized Employment of Persons

(1) No employer shall employ any person, other than a chargehand, artisan, apprentice, trainee, learner or minor on artisan's work.

(2) No employee shall instruct or permit any other employee (whether working under his supervision or not) other than a chargehand, artisan, apprentice, trainee, learner or minor to perform artisan's work.

(3) Notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of any employee on any class of work or on any conditions shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

14. Prohibition of Piece-Work and Task Work

(1) The giving out by an employer or the performance by an employee of work on a piece-work or task work basis is prohibited. The provisions of this clause shall apply notwithstanding the fact that the employee may supply some of the material or plant required.

(2) Die werkgewer moet by die Raad aansoek doen om toestemming om 'n leerling in diens te neem en moet onder andere die volgende besonderhede verskaf—

(*a*) die volle naam en die ouderdom van die betrokke persoon;
(*b*) die aard van die werk wat hy moet lewer;
(*c*) die getal leerlinge in sy diens wat reeds besig is om die werk te leer;
(*d*) die getal werknemers, uitgesonderd leerlinge in sy diens, wat sodanige werk verrig; en
(*e*) die gemiddelde getal werknemers, uitgesonderd leerlinge, wat die vorige 12 maande in sy diens was.

(3) Die Raad het die bevoegdheid om die diensvoorwaardes en die leertydperk in elke geval vas te stel en van die betrokke werkgewer en leerling te vereis om 'n skriftelike ooreenkoms aan te gaan ten opsigte van dié tydperk en voorwaardes, wat nie verander mag word sonder dat die Raad se toestemming vooraf verkry is nie.

(4) Ondanks 'n skriftelike oreenkoms wat ingevolge subklousule (3) van hierdie klousule aangegaan is, mag die Raad te eniger tyd sy toestemming vir die indiensneming van 'n leerling deur middel van 'n skriftelike kennisgewing intrek, indien hy reken dat daar 'n grondige rede bestaan om dit te doen en die werkgewer moet onmiddellik die diens beëindig van die leerling op wie die kennisgewing betrekking het sodra hy dié kennisgewing van die Raad ontvang.

(5) Wanneer toestemming ingevolge subklousule (4) ingetrek word, moet die werkgewer die ooreenkoms bedoel in subklousule (3), onmiddellik vir kansellering aan die Raad terugstuur.

11. Indiensneming van Ambagsman se Assistent

(1) (*a*) Geen werknemer, uitgesonderd 'n onderbaas, ambagsman, vakleerling, kwekeling, leerling of minderjarige, mag die werk van 'n ambagsman se assistent verrig nie en geen werkgewer mag van 'n werknemer, uitgesonderd 'n onderbaas, ambagsman, vakleerling, kwekeling, leerling of minderjarige vereis of hom toelaat om die werk van 'n ambagsman se assistent te verrig nie, tensy die betrokke werknemer as 'n ambagsman se assistent by die Raad geregistreer is en die Raad aan hom 'n sertifikaat met dié strekking uitgereik het.

(*b*) Die sertifikaat wat die Raad ingevolge paragraaf (*a*) hiervan aan 'n ambagsman se assistent uitreik, moet duidelik die werksaamhede toon wat so 'n ambagsman se assistent mag verrig.

(2) 'n Ambagsman se assistent moet die registrasiesertifikaat wat die Raad aan hom uitgereik het, toon op versoek van 'n behoorlik gemagtigde beampte van die Raad of op versoek van 'n werkgewer.

(3) Geen werkgewer mag 'n ambagsman ontslaan ten einde hom met 'n ambagsman se assistent te vervang nie.

(4) Niemand onder die ouderdom van 21 jaar kom vir registrasie as 'n ambagsman se assistent in aanmerking nie.

(5) Die betrokke werknemer moet om registrasie van 'n ambagsman se assistent aansoek doen op die vorm deur die Raad voorgeskryf.

12. Indiensneming van Persone Onder die Ouderdom van 15 Jaar

Geen werkgewer mag van enigeen onder die ouderdom van 15 jaar vereis of hom toelaat om in die Nywerheid te werk nie.

13. Ongemagtigde Indiensneming van Persone

(1) Geen werkgewer mag van enigeen, uitgesonderd 'n onderbaas, ambagsman, vakleerling, kwekeling, leerling of minderjarige vereis of hom toelaat om 'n ambagsman se werk te doen nie.

(2) Geen werknemer mag 'n ander werknemer (afgesien daarvan of hy onder sy toesig werk of nie), uitgesonderd 'n onderbaas, ambagsman, vakleerling, kwekeling, leerling of minderjarige, opdrag gee of hom toelaat om 'n ambagsman se werk te doen nie.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van 'n werknemer in enige klas werk of op enige voorwaardes verbied, geag die werkgewer daarvan vry te stel om besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom indien dié indiensneming nie verbode was nie, en die werkgewer moet voortgaan om dié besoldiging te betaal en dié voorwaardes na te kom asof die indiensneming nie verbode was nie.

14. Verbod op Stukwerk en Taakwerk

(1) Werkgewers mag nie werk uitbestee en werknemers mag nie werk op 'n stukwerk- of taakwerkgrondslag verrig nie. Die bepalings van hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n gedeelte van die materiaal of uitrusting wat nodig is, kan verskaf.

(2) Notwithstanding the provisions of subclause (1) of this clause, an employer may introduce and operate a system of incentive payments; provided that—

(*a*) as a result of the introduction and operation of such a system the remuneration and other monetary benefits accruing to an employee shall not be less than those prescribed for him in this Agreement;

(*b*) the other provisions of the Agreement are adhered to in every respect; and

(*c*) that apprentices shall not be allowed to participate in such incentive scheme.

(3) An employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which may agree upon the terms of any such scheme.

(4) The terms of any such incentive scheme and any subsequent alterations thereto which may have been agreed upon by the committee shall be reduced to writing and signed by the members of the committee and shall not be varied by the committee or terminated by either party unless the party wishing to vary or terminate the agreement has in writing given the other party such notice as may be agreed upon by the parties when entering into such agreement.

(5) A copy of the agreement referred to in subclause (4) and any alterations thereto shall be lodged with the Council.

15. Labour-Only Contracts

(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.

16. Hours of Work, Ordinary and Overtime and Payment for Overtime

(1) *Ordinary Hours of Work.*—Save as otherwise provided in this Agreement no employer shall require or permit an employee to work, nor shall a working employer or an employee work—

(*a*) on a Saturday or a Sunday;

(*b*) for more than five days in any one week—Monday to Friday;

(*c*) in the case of apprentices, trainees and employees for whom wages are prescribed in paragraphs (*a*), (*b*), (*c*) (*d*) and (*j*) of clause 17 (1)—

(i) for more than forty hours in any one week or for more than eight hours on any one day;

(ii) subject to sub-paragraph (i) hereof, before 7.45 a.m. or after 4.45 p.m.;

(*d*) in the case of employees other than those referred to in paragraph (*c*) of this subclause—

(i) for more than forty five hours in any one week or for more than nine hours on any one day;

(ii) subject to subparagraph (i) hereof, before 7.15 a.m. or after 5.15 p.m.

(2) (*a*) No employee whilst in the employ of an employer and no working employer or partner shall, for remuneration or not, solicit, undertake or perform building and/or monumental masonry work as ordinarily undertaken by the industry—

(i) outside the ordinary hours of work prescribed in subclause (1);

(ii) on a Saturday or Sunday;

(iii) on or during the holiday periods prescribed in clause 20 (1) (*a*);

(iv) on the public holidays prescribed in clause 20 (1) (*b*).

(*b*) No employee shall solicit or undertake or perform work in the building and monumental masonry industry for gain other than for his employer.

(3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work and such interval shall be deemed not to be part of the ordinary hours of work or overtime; provided that—

(i) periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule, mag 'n werkgewer 'n stelsel van aansporingslone invoer en implementeer; met dien verstande dat—

(*a*) as gevolg van die invoering en implementering van so 'n stelsel, die besoldiging en ander geldelike voordele wat 'n werknemer toekom, minstens gelyk moet wees aan dié wat in hierdie Ooreenkoms vir hom voorgeskryf word;

(*b*) die ander bepalings van hierdie Ooreenkoms in elke opsig nagekom word; en

(c) vakleerlinge nie toegelaat mag word om aan so 'n aansporingskema deel te neem nie.

(3) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat oor die voorwaardes van so 'n skema kan ooreenkom.

(4) Die voorwaardes van so 'n aansporingskema en alle latere wysigings daarvan waaroor die komitee kan ooreengekom het, moet op skrif gestel en onderteken word deur die lede van die komitee, en dit mag nie deur die komitee verander of deur enigeen van die partye beëindig word nie, tensy die party wat die skema wil verander of beëindig, skriftelik aan die ander party kennis gegee het vir dié tydperk waaroor die partye kan ooreenkom wanneer hulle so 'n ooreenkoms aangaan.

(5) 'n Kopie van die Ooreenkoms bedoel in subklousule (4) en alle wysigings daarvan moet by die Raad ingedien word.

15. Kontrak Slegs vir 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 nodige materiaal vir die uitvoering van die kontrak en die verrigting van die werk verskaf nie.

16. Gewone Werkure, Oortyd en Betaling vir Oortyd

(1) *Gewone werkure.*—Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer van 'n werknemer vereis of hom toelaat om die volgende tye te werk nie, of mag geen werkende werkgewer of werknemer die volgende tye werk nie—

(*a*) op 'n Saterdag of Sondag;

(*b*) vir meer as vyf dae in een bepaalde week—Maandag tot Vrydag;

(*c*) in die geval van vakleerlinge, kwekelinge en werknemers vir wie lone voorgeskryf word in paragrawe (*a*), (*b*), (*c*), (*d*) en (*j*) van klousule 17 (1)—

(i) vir meer as 40 uur in een bepaalde week of meer as agt uur op een bepaalde dag;

(ii) behoudens subparagraaf (i) hiervan, vóór 7.45 vm. of ná 4.45 nm.;

(*d*) in die geval van werknemers, uitgesonderd dié bedoel in paragraaf (*c*) van hierdie subklousule—

(i) vir meer as 45 uur in een bepaalde week of vir meer as nege uur op een bepaalde dag;

(ii) behoudens subparagraaf (i) hiervan, vóór 7.15 vm. of ná 5.15 nm.

(2) (*a*) Geen werknemer mag, terwyl hy in die diens van 'n werkgewer is, en geen werkende werkgewer of vennoot mag, hetsy vir besoldiging of nie, bou- en/of monumentklipmesselwerk werf, onderneem of verrig wat gewoonlik deur die Nywerheid onderneem word nie—

(i) buite die gewone werkure voorgeskryf in subklousule (i);

(ii) op 'n Saterdag of Sondag;

(iii) in of gedurende die vakansietydperke voorgeskryf in klousule 20 (1) (*a*);

(iv) op die openbare vakansiedae voorgeskryf in klousule 20 (1) (*b*).

(*b*) Geen werknemer mag werk vir wins in die Bou- en Monumentklipmesselnywerheid werf of onderneem of verrig nie, uitgesonderd vir sy werkgewer.

(3) *Etenspouses.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur ononderbroke te werk nie sonder 'n etenspouse van minstens een uur waarin daar nie van so 'n werknemer vereis mag word of hy toegelaat mag word om werk te verrig nie en so 'n pouse word nie geag deel van die gewone werkure of oortyd uit te maak nie: Met dien verstande dat—

(i) werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(ii) only one such interval during the ordinary hours of work of an employee on any day shall not form part of the ordinary hours of work;

(iii) a driver of a mechanical vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purpose of this subclause not to have worked during such interval.

(4) *Rest Interval.*—An employer shall grant to each of his employees a rest interval from 9 a.m. to 9.10 a.m. on each working day and during such interval such employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work of such employee.

(5) *Hours of work to be consecutive.*—Save as provided in subclause (3), all hours of work of an employee on any day shall be consecutive.

(6) *Overtime.*—All time worked by an employee in excess of the ordinary hours of work prescribed in subclause (1) shall be overtime.

(7) *Limitation of Overtime*:

(*a*) An employer may permit an employee to work overtime for a period not exceeding one hour daily on Mondays to Fridays (inclusive); provided that the Council has been notified in advance by an employer in writing of his intention to work such overtime; provided further that in the event of excessive unemployment, the Council shall have the power to reduce or withdraw the overtime prescribed in this paragraph.

(*b*) Save as provided in paragraph (*a*) of this subclause, an employer shall not require or permit an employee to work overtime except—

(i) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12 noon on the day on which such overtime is to be worked, or in the case of work to be performed on a Saturday or Sunday, before 12 noon on the Thursday preceding. The applicant shall state—

(*aa*) his name and address;

(*bb*) the nature of the work to be executed;

(*cc*) the place where, the date on which and the time when it is to be commenced and completed;

(*dd*) the names of the employees concerned; and

(*ee*) the reason why the work should be executed outside the ordinary hours of work prescribed in subclause (1) hereof;

(ii) in the case of emergency work, in which case the employer who caused the work to be executed shall, not later than 1 p.m. on the Council's next succeeding business day, deliver to the Council a statement in writing setting forth—

(*aa*) his name and address;

(*bb*) the nature of the work executed;

(*cc*) the place where, the date on which and the time when the work was commenced and completed;

(*dd*) the names of the employees concerned; and

(*ee*) the reason why permission was not applied for in terms of paragraph (*b*) of this subclause.

(*c*) Overtime required of an employee in terms of this clause shall be on a voluntary basis and the refusal of an employee to work such overtime shall not constitute good cause for the summary dismissal of such employee.

(*d*) The limitations prescribed in paragraph (*a*) of this subclause shall not apply in respect of employees referred to in—

(i) subparagraph (7) of clause 3 (iv);

(ii) subparagraphs (50) to (52), inclusive, of clause 3 (v); and

(iii) subparagraphs (91) to (112), inclusive, of clause 3 (xxv);

provided that such employees shall not be required or permitted to work overtime for a period exceeding two hours on any working day or ten hours in any week.

(*e*) The ordinary hours of work prescribed in subclause (1) plus overtime shall not exceed 56 hours in any week.

(8) *Payment for Overtime.*—An employer shall pay an employee who is required or permitted to work any time outside the hours of work prescribed in clause 16 (1) at the rate of not less than—

(*a*) in respect of overtime up to one hour worked daily between Monday to Friday, inclusive—

(ii) slegs een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n bepaalde dag nie deel van die gewone werkure uitmaak nie;

(iii) 'n bestuurder van 'n meganiese voertuig wat gedurende so 'n pouse geen ander werk verrig as om vir 'n voertuig verantwoordelik te wees of te bly nie, vir die toepassing van hierdie subklousule geag word nie gedurende so 'n pouse te gewerk het nie.

(4) *Ruspouse.*—'n Werkgewer moet aan elk van sy werknemers 'n ruspouse van 9 vm. tot 9.10 vm. op elke werkdag toestaan, en gedurende so 'n pouse mag daar nie van so 'n werknemer vereis word of hy mag nie toegelaat word om werk te verrig nie, en so 'n pouse word geag deel uit te maak van die gewone werkure van so 'n werknemer.

(5) *Werkure moet aaneenlopend wees.*—Behoudens die bepalings van subklousule (3), moet alle werkure van 'n werknemer op 'n bepaalde dag aaneenlopend wees.

(6) *Oortyd.*—Alle tyd wat 'n werknemer langer werk as die gewone werkure, voorgeskryf in subklousule (1), is oortyd.

(7) *Beperking van oortyd*:—

(*a*) 'n Werkgewer mag 'n werknemer toelaat om oortyd te werk vir 'n tydperk van hoogstens een uur daagliks van Maandag tot en met Vrydag; met dien verstande dat die werkgewer die Raad vooraf skriftelik in kennis gestel het van sy voorneme om dié oortyd te werk; voorts met dien verstande dat die Raad in geval van oormatige werkloosheid die bevoegdheid het om die oortyd, voorgeskryf in hierdie paragraaf, te verminder of in te trek.

(*b*) Behoudens die bepalings van paragraaf (*a*) van hierdie subklousule, mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe—

(i) met die toestemming van die Raad waarvoor skriftelik by die Raad om toestemming aansoek gedoen word vóór 12-uur middag op die dag waarop dié oortyd gewerk gaan word, of in die geval van werk wat op 'n Saterdag of Sondag verrig gaan word, vóór 12-uur middag op die voorafgaande Donderdag. Die aansoeker moet die volgende besonderhede meld—

(*aa*) sy naam en adres;

(*bb*) die aard van die werk wat verrig gaan word;

(*cc*) die plek waar, die datum waarop en die ure waarop dit begin en voltooi gaan word;

(*dd*) die name van die betrokke werknemers; en

(*ee*) die rede waarom die werk buite die gewone werkure voorgeskryf in klousule (1) hiervan, verrig moet word.

(ii) in die geval van noodwerk, en dan moet die werkgewer wat sodanige werk laat uitvoer, vóór of op 1 nm. op die eersvolgende kantoordag van die Raad 'n skriftelike opgawe aan die Raad voorlê, met vermelding van—

(*aa*) sy naam en adres;

(*bb*) die aard van die werk wat hy verrig het;

(*cc*) die plek waar, die datum en ure waarop die werk begin en voltooi is;

(*dd*) die name van die betrokke werknemers; en

(*ee*) die rede waarom daar nie ingevolge paragraaf (*b*) van hierdie subklousule om toestemming aansoek gedoen is nie.

(*c*) 'n Werknemer van wie ingevolge hierdie klousule vereis word om oortyd te werk, verrig dié werk op 'n vrywillige grondslag en die weiering van 'n werknemer om dié oortydwerk te verrig, verskaf nie 'n grondige rede vir die summiere ontslag van so 'n werknemer nie.

(*d*) Die beperkings voorgeskryf in paragraaf (*a*) van hierdie subklousule is nie van toepassing nie ten opsigte van werknemers bedoel in—

(i) subparagraaf (6) van klousule 3 (iv);

(ii) subparagrawe (50) tot en met (52) van klousule 3 (v); en

(iii) subparagrawe (91) tot en met (112) van klousule 3 (xxv);

met dien verstande dat daar nie van dié werknemers vereis mag word of hulle nie toegelaat mag word om oortyd te werk vir 'n tydperk van langer as twee uur op 'n werkdag of tien uur in 'n week nie.

(*e*) Die gewone werkure voorgeskryf in subklousule (1), plus oortyd, mag nie 56 uur in 'n week te bowe gaan nie.

(8) *Betaling vir oortyd.*—'n Werkgewer moet 'n werknemer van wie vereis word of wat toegelaat word om buite die werkure voorgeskryf in klousule 16 (1), te werk, minstens die volgende betaal—

(*a*) ten opsigte van oortyd tot een uur daagliks gewerk van Maandag tot en met Vrydag—

(i) apprentices, trainees and employees employed during the probationary period allowed under the Apprenticeship Act, 1944, one and one-tenth times his hourly wage;

(ii) employees for whom wages are prescribed in clause 17 (1) (*a*): His hourly wage plus the amount prescribed in clause 23 (3) (*a*);

(iii) all other employees for whom wages are prescribed in clause 17 (1): His hourly wage plus the holiday fund payment prescribed for the class of employee concerned in clause 22 (1) (*b*);

(*b*) in respect of each hour or part of an hour worked—
(i) in excess of one hour overtime daily between Monday and Friday, inclusive;
(ii) on Saturday prior to 5 p.m.: One and one-quarter times his hourly wage;

(*c*) in respect of each hour or part of an hour worked—
(i) after 5 p.m. on Saturday;
(ii) on a Sunday and until 7.15 a.m. on Monday;
(iii) during the holiday periods mentioned in clause 20 (1) (*a*): One and one-third times his hourly wage.

(9) *Savings*:

(*a*) The provisions of this clause shall not apply to a general foreman if and for so long as such general foreman is in receipt of a regular wage of more than R39.00 per week.

(*b*) The provisions of subclauses (3), (4), (5) and (7) shall not apply to an employee who is engaged on emergency work as defined *in* clause 3 of this Agreement.

(*c*) The provisions of subclause (4) shall not apply to a driver of a mechanical vehicle.

(*d*) The provisions of this clause shall not apply to a watchman whose employer grants him a day off of 24 consecutive hours in respect of every week of employment and provided that—
(i) he makes no deduction from his watchman's wage in respect thereof;
(ii) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage he would have received if he had worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

(*e*) The provisions of paragraphs (*a*) and (*b*) of subclause (8) shall not apply in respect of employees referred to in—
(i) subparagraph (7) of clause 3 (iv);
(ii) subparagraphs (50) to (52), inclusive, of clause 3 (v); and
(iii) subparagraphs (91) to (113), inclusive, of clause 3 (xxv);

provided that an employer shall pay to such employee who is required or permitted to work overtime an amount calculated at a rate not less than—

(*aa*) one and one-quarter times his hourly wage in respect of overtime up to one hour worked daily, Monday to Friday;

(*bb*) one and one-third times his hourly wage in respect of each hour or part of an hour worked in excess of one hour overtime daily, Monday to Friday, and on a Saturday prior to 5 p.m.

17. Wages

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

	Category of Employee	*Per Hour (Cents)*
(*a*)	(i) General Foreman	97.5
	(ii) Chargehand	97.5
	(iii) Artisan	97.5
(*b*)	Artisan's Assistant, qualified	45
(*c*)	Artisan's Assistant, unqualified—	
	(i) during the first year of experience	30
	(ii) during the second year of experience	35
	(iii) during the third year of experience	40
(*d*)	Learner Asphalters, ceiling fixers, floorlayers, glaziers and roofing fixers—	
	(i) from 1 to 6 months of learnership	47
	(ii) from 7 to 12 months of learnership	55
	(iii) from 13 to 18 months of learnership	70
	(iv) thereafter, the wage prescribed for an artisan	
(*e*)	Operator of a Power Crane	48

(i) vakleerlinge, kwekelinge en werknemers in diens gedurende die proeftydperk toegelaat kragtens die Wet op Vakleerlinge, 1944: Een en een-tiende maal hul uurloon;

(ii) werknemers vir wie lone in klousule 17 (1) (*a*) voorgeskryf word: Hul uurloon plus die bedrag voorgeskryf in klousule 19 (3) (*a*);

(iii) alle ander werknemers vir wie lone in klousule 17 (1) voorgeskryf word: Hul uurloon plus die vakansiefondsbetaling wat vir die betrokke klas werknemer in klousule 22 (1) (*b*) voorgeskryf word;

(*b*) ten opsigte van elke uur of deel van 'n uur gewerk—
(i) langer as een uur oortyd daagliks van Maandag tot en met Vrydag;
(ii) op Saterdag vóór 5nm.: Een en 'n kwart maal die uurloon van die werknemer.

(*c*) Ten opsigte van elke uur of deel van 'n uur gewerk—
(i) ná 5 nm. op Saterdag;
(ii) op 'n Sondag en tot 7.15 nm. op Maandag;
(iii) gedurende die vakansietydperke bedoel in klousule 20 (1) (*a*): Een en een-derde maal sy uurloon.

(9) *Voorbehoude*:

(*a*) Die bepalings van hierdie klousule is nie van toepassing nie op 'n algemene voorman indien en solank so 'n algemene voorman wat gereeld 'n loon van meer as R39.00 per week ontvang.

(*b*) Die bepalings van subklousules (3), (4), (5) en (7) is nie van toepassing nie op 'n werknemer wat noodwerk verrig soos omskryf in klousule 3 van hierdie Ooreenkoms.

(*c*) Die bepalings van subklousule (4) is nie op 'n bestuurder van 'n meganiese voertuig van toepassing nie.

(*d*) Die bepalings van hierdie klousule is nie van toepassing nie op 'n wag wie se werkgewer hom 'n vry dag van 24 agtereenvolgende ure toestaan ten opsigte van elke week diens: Met dien verstande dat—
(i) hy geen bedrae van sy wag se loon ten opsigte daarvan aftrek nie;
(ii) 'n werkgewer, in plaas daarvan om aan sy wag so 'n vry dag toe te staan, dié wag die loon kan betaal wat hy sou ontvang het indien hy so 'n dag gewerk het, plus 'n bedrag van minstens twee maal sy dagloon ten opsigte van so 'n dag wat nie toegestaan is nie.

(*e*) Die bepalings van paragrawe (*a*) en (*b*) van subklousule (8) is nie van toepassing nie ten opsigte van werknemers bedoel in—
(i) subparagraaf (7) van klousule 3 (iv);
(ii) subparagrawe (50) tot en met (52) van klousule 3 (v); en
(iii) subparagrawe (91) tot en met (113) van klousule 3 (xxv);

Met dien verstande dat 'n werkgewer so 'n werknemer van wie vereis word of wat toegelaat word om oortyd te werk, 'n bedrag moet betaal wat minstens teen die volgende skaal bereken is—

(*aa*) een en 'n kwart maal sy uurloon ten opsigte van oortyd tot een uur daagliks gewerk van Maandag tot Vrydag;

(*bb*) een en 'n derde maal sy uurloon ten opsigte van elke uur of deel van 'n uur wat hy langer as een uur oortyd daagliks werk van Maandag tot Vrydag en op 'n Saterdag vóór 5 nm.

17. Lone

(1) Geen laer lone as die volgende (gelees met die oorblywende bepalings van hierdie klousule mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

	Kategorie werknemer	*Per uur (sent)*
(*a*)	(i) Algemene voorman	97.5
	(ii) Onderbaas	97.5
	(iii) Ambagsman	97.5
(*b*)	Ambagsman se assistent, gekwalifiseer	45
(*c*)	Ambagsman se assistent, ongekwalifiseer—	
	(i) gedurende eerste jaar ondervinding	30
	(ii) gedurende tweede jaar ondervinding	35
	(iii) gedurende derde jaar ondervinding	40
(*d*)	Leerlinge in die volgende beroepe: Asfaltwerk, die vassit van plafonne, die lê van vloere, glaswerk en die vassit van dakmateriaal—	
	(i) van 1 tot 6 maande leerlingskap	47
	(ii) van 7 tot 12 maande leerlingskap	55
	(iii) van 13 tot 18 maande leerlingskap	70
	(iv) daarna die loon vir 'n ambagsman voorgeskryf.	
(*e*)	Bediener van 'n kragkraan	48

Category of Employee	Per Hour (Cents)
(f) Driver of a mechanical vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle is—	
(i) up to and including 2,000 lb.	28
(ii) over 2,000 lb. to 6,000 lb.	29
(iii) over 6,000 lb. to 7,700 lb.	34
(iv) over 7,700 lb.	48
(g) Operative	28
(h) Labourer	17.5
	Per Week R c
(i) Watchman	11.76

Provided that—

(aa) the wages prescribed in this paragraph shall be in respect of a six day week comprising six shifts not exceeding twelve hours per shift;

(bb) in the event of a lesser number of shifts being worked than that prescribed in sub-paragraph (aa) the rate per week may be reduced pro rata;

(j) Employees employed during the probationary period allowed under the Apprenticeship Act:
The rate laid down for a first year Apprentice.

(2) The wages prescribed in subclause (1) (a) and (1) (b) hereof shall be subject to the following annual adjustments on the second pay day after the publication of the *Government Gazette* in January each year reflecting a change in the consumer price index figure, the adjustment shall be upwards or downwards—

(a) at the rate of one cent per hour for each notch of 1.20 points traversed by the consumer price index figure in respect of employees for whom wages are prescribed in subparagraphs (i), (ii) and (iii) of subclause (1) (a) hereof on the basis that 108.40 points equal 85.5 cents;

(b) at the rate of ½ cent per hour for each notch of 1.20 points traversed by the consumer price index figure in respect of employees for whom wages are prescribed in subclause (1) (b) hereof on the basis that 108.40 points equal 45 cents:

Provided that the first adjustment, if any, shall be made on the date on which this Agreement is published and any resulting increase or decrease shall become effective on the second Monday following such day of publication; provided further that such adjustment shall be based on the consumer price index published in the *Government Gazette* immediately prior to the date of publication of this Agreement.

For the purpose of this clause the term "consumer price index figure" means the consumer price index figure for Bloemfontein relating to all items as published by the Director of Statistics in the *Government Gazette* in respect of such area compared with itself for October 1958 and "notch" means each completed stage of 1.20 points variation in the consumer price index figure upwards or downwards from 108.40 points, viz upwards 108.40, 109.60, 110.80 etc. and downwards 107.20, 106.00, 104.80 etc.

(3) *Differential Rates.*—An employer who requires or permits an employee of one class of his employees to perform for longer than one hour in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class, or

(b) a rising scale of wages terminating in a wage higher than that of his own class,

is prescribed in subclause (1) hereof, shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph (a), not less than the daily wage calculated at the higher wage, and

(ii) in the case referred to in (b), not less than the daily wage calculated on the notch in the rising scale immediately above the wage the employee was receiving for his ordinary work:

Provided that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(4) *Payment for dangerous work.*—In addition to the wages prescribed in subclause (1) of this clause, an employee shall be paid not less than 10 per cent of such wage in respect of each hour or part of an hour during which he is engaged in performing dangerous work. For the purpose of this subclause "dangerous work" means any work—

Kategorie werknemer	Per uur (sent)
(f) Bestuurder van 'n meganiese voertuig, waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat aan so 'n voertuig vasgeheg is of deur so 'n voertuig getrek word—	
(i) tot en met 2,000 lb. is	28
(ii) meer as 2,000 tot 6,000 lb.	29
(iii) meer as 6,000 tot 7,000 lb.	34
(iv) meer as 7,700 lb.	48
(g) Werkman	28
(h) Arbeider	17.5
	Per week R c
(i) Wag	11.76

Met dien verstande dat—

(aa) die lone voorgeskryf in hierdie paragraaf, ten opsigte van 'n sesdagweek met ses skofte hoogstens 12 uur moet wees;

(bb) indien daar minder skofte gewerk word as dié voorgeskryf in subparagraaf (aa), die weekloon *pro rata* verminder mag word;

(j) werknemers in diens gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge toegelaat word: Die loon wat vir 'n vakleerling in sy eerste jaar voorgeskryf word.

(2) Die lone voorgeskryf in subklousules (1) (a) en (1) (b) hiervan is onderworpe aan die volgende jaarlikse aanpassings op die tweede betaaldag ná die publikasie van die *Staatskoerant* in Januarie elke jaar wat 'n verandering in die verbruikersprysindeks weergee. Die aanpassing styg of daal—

(a) teen een sent per uur vir elke kerf van 1.20 punte wat die verbruikersprysindekssyfer styg of daal, ten opsigte van werknemers vir wie lone in subparagrawe (i), (ii) en (iii) van subklousule (1) (a) hiervan voorgeskryf word, op die grondslag dat 108.40 punte gelyk is aan 45 sent;

(b) teen 'n halfsent per uur vir elke kerf van 1.20 punte wat die verbruikersprysindekssyfer styg of daal, ten opsigte van werknemers vir wie lone in subklousule (1) (b) hiervan voorgeskryf word, op die grondslag dat 108.40 punte gelyk is aan 45 sent:

Met dien verstande dat die eerste aanpassing (as daar een is) moet geskied op die datum waarop hierdie Ooreenkoms gepubliseer word en enige resulterende styging of daling word van krag op die tweede Maandag wat op dié publikasiedag volg; voorts met dien verstande dat dié aanpassing gebaseer moet word op die verbruikersprysindeks wat onmiddellik vóór die datum van publikasie van hierdie ooreenkoms in die *Staatskoerant* gepubliseer word.

Vir die toepassing van hierdie klousule beteken die term „verbruikersprysindekssyfer" die verbruikersindekssyfer vir Bloemfontein wat betrekking het op alle items soos gepubliseer deur die Direkteur van Statistiek in die *Staatskoerant* ten opsigte van dié gebied vergeleke met dieselfde gebied in Oktober 1958, en „kerf" beteken elke voltooide stadium van 1.20 punte waarmee die verbruikersprysindekssyfer hoër styg of laer daal as 108.40 punte, d.w.s. styg tot 108.40, 109.60, 110.80, ens. en daal tot 107.20, 106.00, 104.80, ens.

(3) *Differensiële lone.*—'n Werkgewer wat van 'n werknemer van een klas van sy werknemers vereis of hom toelaat om langer as altesaam een uur op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te doen waarvoor òf—

(a) 'n hoër loon as dié van sy eie klas; òf

(b) 'n stygende loonskaal wat tot 'n hoër loon as dié van sy eie klas lei;

in subklousule (i) hiervan voorgeskryf is, moet so 'n werknemer ten opsigte van daardie dag—

(i) in die geval bedoel in paragraaf (a), minstens die dagloon bereken teen die hoër loon betaal; en

(ii) in die geval bedoel in paragraaf (b), minstens die dagloon bereken volgens die kerf in die stygende skaal onmiddellik bokant die loon wat die werknemer vir sy gewone werk ontvang het:

Met dien verstande dat, tensy 'n skriftelike kontrak tussen 'n werkgewer en sy werknemer uitdruklik anders bepaal, geen bepaling in hierdie Ooreenkoms so uitgelê mag word nie dat dit 'n werkgewer belet om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf word as dié vir so 'n werknemer voorgeskryf.

(4) *Betaling vir gevaarlike werk.*—Benewens die lone voorgeskryf in subklousule (1) van hierdie klousule, moet 'n werknemer minstens 10 persent van so 'n loon betaal word ten opsigte van elke uur of deel van 'n uur waarin hy gevaarlike werk verrig. Vir die toepassing van hierdie subklousule beteken „gevaarlike werk" werk wat—

(*a*) classified as dangerous in any statute, provincial ordinance, municipal by-laws or in any regulation relating to the Building Industry and operative within a radius of 15 miles from the General Post Office, Bloemfontein;
(*b*) performed on the outside of a building or structure, other than in the course of the erection of a new building or structure, or from a swinging scaffold, boatswain's chair, or a roof or extension ladder at a height of more than 30 feet from ground level in connection with the renovation, alteration or repair of such building or structure, or the erection of illuminations or the hanging of bunting;
(*c*) performed on an independant chimney or steel stack at a height of more than 30 feet from the ground level;
(*d*) performed in old sewers or in trenches over 15 feet in depth; and
(*e*) performed in connection with under-pinning and shoring.

(5) *Suspension of Employment due to inclement weather.*—An employer may suspend the employment of an employee on account of inclement weather and shall not be liable for payment of any remuneration during the period of such suspension.

(6) Nothing in this Agreement shall operate to reduce the wage of an employee who, on the date on which this Agreement comes into operation, was paid by his employer a wage at a rate higher than the minimum rate prescribed in this clause for an employee of his class, and such employee shall, whilst employed by the same employer on the same class of work, continue to be paid at such higher rate, as if such higher rate was the minimum rate prescribed in subclause (1) of this clause for any employee of his class.

(7) For the purpose of this clause, the contract of employment of an employee shall be on a weekly basis, and save as provided in Clause 18 (5) an employee shall be paid in respect of a week not less than his hourly wage prescribed in subclause (1) read with subclauses (2), (3), (4) and (5) hereof multiplied by the number of ordinary hours of work prescribed in clause 16 for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

(8) *Calculation of Wages.*—(*a*) The weekly wage of an employee shall be his hourly wage multiplied by—

(i) 40, in the case of employees for whom wages are prescribed in paragraphs (*a*), (*b*), (*c*) and (*d*) of subclause (1) of this clause; and
(ii) 45, in the case of employees for whom wages are prescribed in paragraphs (*e*), (*f*), (*g*) and (*h*) of subclause (1) of this clause.

(*b*) The daily wage of an employee, other than a watchman, shall be his weekly wage divided by 5.

(*c*) The monthly wage of an employee shall be 4⅓ times his weekly wage.

18. Payment of Remuneration

(1) Except where otherwise provided in this Agreement, wages, earnings for overtime, allowances and all other remuneration due to an employee shall be paid in cash weekly not later than the normal finishing time on Friday or on termination of employment if this takes place before Friday; provided that—

(*a*) payment may be made on a day prior to Friday if agreed to by the employer and employee and notification, in writing, of such alteration is forwarded to the Council by the employer;
(*b*) when Friday is a holiday in the Building Industry payment shall be made on the Thursday preceding such holiday.

(2) Wages, earnings for overtime, allowances and all other remuneration due to an employee shall be contained in a sealed envelope or container on which shall be recorded or which shall be accompanied by a statement showing—

(*a*) the employer's name;
(*b*) the employee's name or his number on the pay roll and his occupation;
(*c*) the number of ordinary hours worked by the employee;
(*d*) the number of overtime hours worked by the employee;
(*e*) the employee's wage;
(*f*) the details of any other remuneration arising out of the employee's employment;
(*g*) the details of any deductions made;
(*h*) the actual amount paid to the employee; and
(*i*) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee; provided that information in respect of time worked need not be furnished in the case of an employee who is excluded from the hours of work provisions by virtue of clause 16 (9).

(*a*) as gevaarlik geklassifiseer word in 'n wet, provinsiale ordonnansie, munisipale verordening of 'n regulasie wat betrekking het op die Bounywerheid en geldig is binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein;
(*b*) aan die buitekant van 'n gebou of struktuur, uitgesonderd tydens die oprigting van 'n nuwe gebou of struktuur, of van 'n swaaisteier, bootsmanstoel, dak of skuifleer op 'n hoogte van meer as 30 voet van die grondvlak af verrig word in verband met die opknapping, verbouing of herstel van so 'n gebou of struktuur of die oprigting van ligte of die hang van vlagversiering;
(*c*) op 'n vrystaande skoorsteen of bundelskoorsteen verrig word op 'n hoogte van meer as 30 voet van die grondvlak af;
(*d*) in ou vuilriole of in slote wat meer as 15 voet diep is, verrig word; en
(*e*) in verband met onderstutting en skoring verrig word.

(5) *Opskorting van diens weens gure weer.*—'n Werkgewer mag die diens van 'n werknemer opskort weens gure weer en is nie vir betaling van besoldiging gedurende die tydperk van sodanige opskorting aanspreeklik nie.

(6) Geen bepaling in hierdie Ooreenkoms mag die loon verminder van 'n werknemer wie se werkgewer hom op die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon betaal het as die minimum loon voorgeskryf in hierdie klousule vir 'n werknemer van sy klas, en so 'n werknemer moet, terwyl hy by dieselfde werkgewer dieselfde klas werk verrig, steeds dié hoër loon betaal word asof so 'n hoër loon die minimum loon is wat in subklousule (1) van hierdie klousule vir 'n werknemer van sy klas voorgeskryf word.

(7) Vir die toepassing van hierdie klousule moet die dienskontrak van 'n werknemer op 'n weeklikse grondslag gebaseer wees, en behoudens die bepalings van klousule 18 (5), moet 'n werknemer minstens die volgende ten opsigte van 'n week betaal word: Sy uurloon voorgeskryf in subklousule (1) (gelees met subklousules (2), (3), (4) en (5) hiervan), vermenigvuldig met die getal gewone werkure voorgeskryf in klousule 16 vir 'n werknemer van sy klas, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat op hom van toepassing is, of minder gewerk het.

(8) *Berekening van lone.*—(*a*) Die weekloon van 'n werknemer is sy uurloon vermenigvuldig met—

(i) 40, in die geval van werknemers vir wie lone in paragrawe (*a*), (*b*), (*c*) en (*d*) van subklousule (1) van hierdie klousule voorgeskryf word; en
(ii) 45, in die geval van werknemers vir wie lone in paragrawe (*e*), (*f*), (*g*) en (*h*) van subklousule (1) van hierdie klousule voorgeskryf word.

(*b*) Die dagloon van 'n werknemer, uitgesonderd 'n wag, is sy weekloon vermenigvuldig met vyf.

(*c*) Die maandloon van 'n werknemer is vier en een-derde maal sy weekloon.

18. Betaling van Besoldiging

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, moet lone, oortydbetaling, toelaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, weekliks in kontant betaal word voor of op die gewone ophoutyd op Vrydag of by beëindiging van diens indien dit vóór Vrydag geskied: Met dien verstande dat—

(*a*) die werknemer op 'n dag vóór Vrydag betaal mag word indien die werkgewer en werknemer só ooreenkom en indien die werkgewer 'n skriftelike kennisgewing van so 'n verandering aan die Raad stuur;
(*b*) wanneer Vrydag 'n vakansiedag in die Bounywerheid is, die werknemer op die Donderdag wat so 'n vakansiedag voorafgaan betaal moet word.

(2) Lone, oortydbetaling, toelaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, moet in 'n verseëlde koevert of houer wees waarop die volgende besonderhede verskyn of wat van 'n staat vergesel gaan wat die volgende besonderhede vertoon:

(*a*) Die werkgewer se naam;
(*b*) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
(*c*) die getal gewone ure wat die werknemer gewerk het;
(*d*) die getal korttydure wat die werknemer gewerk het;
(*e*) die werknemer se loon;
(*f*) besonderhede van alle ander besoldiging wat uit die werknemer se diens voortvloei;
(*g*) besonderhede van alle aftrekkings wat gemaak is;
(*h*) die werklike bedrag wat aan die werknemer betaal is; en
(*i*) die tydperk ten opsigte waarvan die betaling geskied;

en so 'n koevert of houer waarop hierdie besonderhede verskyn of so 'n staat word die eiendom van die werknemer: Met dien verstande dat inligting ten opsigte van tyd gewerk nie verskaf hoef te word in die geval van 'n werknemer wat kragtens klousule 16 (9) van die bepalings ten opsigte van werkure vrygestel is nie.

(3) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(4) *Board and Lodging.*—Save as provided in the Bantu (Urban Areas) Consolidated Act, 1945, an employer shall not require his employee to board or lodge or board and lodge with him or with any person or at any place nominated by his employer or to purchase goods from his employer.

(5) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration; provided that he may make the following—

(*a*) deductions in terms of clauses 23 and 33;

(*b*) with the written consent of his employee, deductions for sick benefits, insurance, savings, provident or pension funds not provided for in this Agreement;

(*c*) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;

(*d*) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;

(*e*) with the written consent of his employee, a deduction in respect of subscriptions to a trade union which is a party to this Agreement;

(*f*) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidated Act, 1945, to accept board and lodging or lodging or board with his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week R	*Per Month* R
(i) Board	0.80	3.47
(ii) Lodging	0.40	1.73
(iii) Board and Lodging	1.20	5.20

(*g*) with the written consent of his employee, a deduction of any amount which an employer has paid to the Bloemfontein Municipal Council in respect of accommodation in any hostel occupied by such employee in any location or Bantu Village under the control of the said Council;

(*h*) wherever the ordinary hours of work prescribed in clause 16 are reduced on account of short-time a deduction equal to the amount of the employee's hourly wage in respect of each hour of such reduction; provided—

(i) that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;

(ii) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of material unless the employer has given the employee notice on the previous day of his intention to reduce the ordinary hours of work;

(iii) that no deduction shall be made in the case of short-time owing to a breakdown of plant or machinery in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available.

19. Travelling Allowance, Transport and Travelling Time

(1) Whenever a job is situated within the area to which this Agreement relates but outside a radius of three miles from the General Post Office, Bloemfontein, the employer shall pay to each employee employed by him on such job an allowance of 2½ cents for every half mile or portion of half mile of the distance beyond such three-mile radius. The allowance shall be payable both ways daily.

(2) An employer shall be entitled to provide suitable transport both ways in lieu of the travelling allowance as may be payable in terms of subclause (1) hereof.

(3) Time spent in travelling to and from work shall be outside the ordinary hours of work prescribed in clause 16.

(4) An employer shall pay the allowance referred to in subclause (1) weekly on the usual pay day.

(5) Where an employee is sent to work at more than one job on the same day, the time spent in travelling from job to job shall be paid for as time worked at the rates prescribed in clause 17.

(3) *Premies.*—Geen werkgewer mag, hetsy regstreeks of onregstreeks, 'n bedrag betaal of ontvang ten opsigte van die diens of opleiding van 'n werknemer nie.

(4) *Kos en inwoning.*—Behoudens die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, mag 'n werkgewer nie van sy werknemer vereis om by hom of enigeen of by enige plek deur die werkgewer aangewys, in te woon of te eet of te loseer nie of om goedere van sy werkgewer te koop nie.

(5) *Aftrekkings.*—'n Werkgewer mag nie sy werknemer boetes oplê of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende mag aftrek—

(*a*) aftrekkings ingevolge klousules 23 en 33;

(*b*) met die skriftelike toestemming van sy werknemer, aftrekkings vir siektebystand-, versekerings-, spaar-, voorsorg- of pensioenfondse waarvoor daar nie in hierdie Ooreenkoms voorsiening gemaak word nie;

(*c*) behoudens andersluidende bepalings in hierdie Ooreenkoms, waar 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van sy afwesigheid en bereken of die grondslag van die loon wat so 'n werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;

(*d*) 'n bedrag wat 'n werkgewer ingevolge of kragtens 'n wet of bevel van 'n bevoegde hof moet of mag aftrek;

(*e*) met die skriftelike toestemming van sy werknemer, 'n aftrekking ten opsigte van ledegeld aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is;

(*f*) wanneer 'n werknemer toestem of daar van hom ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, vereis word om kos en inwoning of losies by sy werkgewer te aanvaar, 'n aftrekking van hoogstens onderstaande bedrae:—

	Per week R	*Per maand* R
(i) Kos	0.80	3.47
(ii) Inwoning	0.40	1.73
(iii) Losies	1.20	5.20

(*g*) met die skriftelike toestemming van sy werknemer, die aftrekking van 'n bedrag wat 'n werkgewer aan die Bloemfonteinse Stadsraad betaal het ten opsigte van akkommodasie in 'n koshuis in 'n lokasie of Bantoedorp onder die beheer van genoemde Raad waar so 'n werknemer inwoon;

(*h*) waar die gewone werkure voorgeskryf in klousule 16 verminder word weens korttyd, 'n aftrekking gelyk aan die bedrag van die werknemer se uurloon ten opsigte van elke uur van sodanige vermindering: Met dien verstande dat—

(i) so 'n aftrekking hoogstens een-derde van die werknemer se weekloon mag uitmaak, afgesien van die getal ure waarmee die gewone werkure aldus verminder word;

(ii) geen bedrag afgetrek mag word in die geval van korttyd weens 'n handelslapte of 'n tekort aan materiaal nie, tensy die werkgewer die werknemer op die vorige dag kennis gegee het van sy voorneme om die gewone werkure te verminder;

(iii) geen bedrag afgetrek mag word nie in die geval van korttyd weens die onklaarraking van uitrusting of masjinerie, ten opsigte van die eerste uur waarin nie gewerk word nie, tensy die werkgewer sy werknemer op die vorige dag kennis gegee het dat geen werk beskikbaar sal wees nie.

19. Reistoelae, Vervoer en Reistyd

(1) Waar 'n werkplek binne die gebied waarop hierdie Ooreenkoms betrekking het, geleë is, maar buite 'n straal van drie myl van die Hoofposkantoor, Bloemfontein, moet die werkgewer elke werknemer in sy diens wat by sodanige werkplek werksaam is, 'n toelae van 2½c betaal vir elke halfmyl of deel van 'n halfmyl van die afstand buite sodanige straal van drie myl. Die toelae moet elke dag vir sowel die heen- as die terugreis betaal word.

(2) 'n Werkgewer is daarop geregtig om geskikte vervoer in albei rigtings te verskaf in plaas van die reistoelae wat ingevolge subklousule (1) hiervan betaalbaar mag wees.

(3) Die tyd wat die werknemer bestee om na en van die werk te reis, val buite die gewone werkure wat in klousule 16 voorgeskryf word.

(4) 'n Werkgewer moet die toelae bedoel in subklousule (1) weekliks op die gewone betaaldag betaal.

(5) Waar 'n werknemer na meer as een werkplek op dieselfde dag gestuur word, moet hy betaal word vir die tyd wat hy bestee om van die een werkplek na die ander te reis asof dit tyd gewerk is, teen die lone voorgeskryf in klousule 17.

20. Annual Leave and Public Holidays

(1) No employer shall require or permit an employee to perform and no employee and no working employer shall undertake and/or perform work in the Industry—

(*a*) during the following periods (hereinafter referred to as the "holiday period")—

(i) between finishing time on Friday, 12th December, 1969 and starting time on Monday, 5th January, 1970;

(ii) between finishing time on Friday, 11th December, 1970 and starting time on Monday, 4th January, 1971;

(iii) between finishing time on Friday, 10th December, 1971 and starting time on Monday, 3rd January, 1972;

(*b*) on Good Friday, Easter Monday and Ascension Day and Republic Day in each year,

unless the written consent of the Council has first been obtained.

(2) The Day of the Covenant, Christmas Day and New Year's Day falling within the periods prescribed in subclause (1) (*a*) shall be paid holidays for all employees, other than watchmen.

(3) *Watchman*:

(*a*) An employer shall grant to a watchman in respect of each completed period of twelve months' employment with him, three consecutive weeks' leave on full pay. Payment of the annual leave shall be made on the last pay day prior to the commencement of the said leave period; provided that in the event of a watchman whose contract of employment is terminated prior to having completed a priod of twelve months' employment from the time of commencing employment with the employer or since last qualifying for leave, whichever is the later, the employer shall pay to such watchman an amount not less than one-quarter of the weekly wage in respect of each completed month of employment with him.

(*b*) The leave referred to in paragraph (*a*) of this subclause shall be granted at a time to be fixed by the employer; provided that if such leave had not been granted earlier it shall be granted so as to commence within two months after the completion of the twelve months of employment to which it relates.

(4) Annual leave and public holidays due to an employee, other than a watchman, shall be paid for in accordance with the provisions of clauses 21 and 22 of this Agreement.

21. Payment in Respect of Public Holidays

(1) Subject to the provisions of clause 18 (5), if an employee, other than an employee for whom wages are prescribed in clause 17 (1) (*a*), does not work on the public holidays referred to in clause 20 (1) (*b*), his employer shall pay him for the week in which such public holiday falls not less than his weekly wage.

(2) Whenever an employee, other than an employee for whom wages are prescribed in clause 17 (1) (*a*), works on the public holidays referred to in clause 20 (1) (*b*), his employer shall pay him in respect of the week in which such public holiday falls not less than his weekly wage plus an amount calculated at a rate of not less than one third of his ordinary wage for the total period worked by him on such public holiday.

(3) The provisions of subclauses (1) and (2) shall *mutatis mutandis* apply to apprentices and employees employed during the probationary period allowed under the Apprenticeship Act, 1944.

(4) Public holidays due to employees for whom wages are prescribed in clause 17 (1) (*a*) shall be paid for in accordance with the provisions of clauses 23 and 34.

(5) The provisions of this clause shall not apply to a watchman.

22. Payment in Respect of Annual Leave

(1) In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay to—

(*a*) an apprentice or minor in his employ on the last pay day prior to the commencement of the holiday period referred to in clause 20 (1) (*a*), the wages which such apprentice or minor would have earned if he had worked for his employer during the said holiday period; provided that in the event of an apprentice or minor whose contract of employment is terminated prior to the last pay day preceding the holiday period, the employer shall pay to such apprentice or minor an amount of not less than one quarter of his weekly wage in respect of each completed month of employment with him during the year preceding such holiday period;

20. Jaarlikse Verlof en Openbare Vakansiedae

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om werk in die Nywerheid te verrig nie, en geen werknemer of werkende werkgewer mag werk in die Nywerheid onderneem en/of verrig nie—

(*a*) gedurende die volgende tydperke (hieronder die „vakansietydperk" genoem)—

(i) tussen ophoutyd op Vrydag, 12 Desember 1969 en begintyd op Maandag, 5 Januarie 1970;

(ii) tussen ophoutyd op Vrydag, 11 Desember 1970 en begintyd op Maandag, 4 Januarie 1971;

(iii) tussen ophoutyd op Vrydag, 10 Desember 1971 en begintyd op Maandag, 3 Januarie 1972;

(*b*) op Goeie Vrydag, Paasmaandag, Hemelvaartdag en Republiekdag in elke jaar,

tensy die skriftelike toestemming van die Raad eers verkry is nie.

(2) Geloftedag, Kersdag en Nuwejaarsdag, wat binne die tydperke, voorgeskryf in subklousule (1) (*a*), val, is betaalde vakansiedae vir alle werknemers, uitgesonderd wagte.

(3) *Wag*:

(*a*) 'n Werkgewer moet drie agtereenvolgende weke verlof met volle besoldiging toestaan aan 'n wag ten opsigte van elke voltooide tydperk van 12 maande diens by hom. Betaling vir die jaarlikse verlof geskied op die laaste betaaldag vóór die aanvang van genoemde verloftydperk: Met dien verstande dat indien 'n wag wie se dienskontrak beëindig word voor hy 12 maande diens voltooi het vanaf die tydstip waarop hy by die werkgewer in diens getree het of sedert hy laas vir verlof gekwalifiseer het, nl. die laaste datum, moet die werkgewer so 'n wag 'n bedrag betaal wat minstens gelyk is aan eenkwart van die weekloon ten opsigte van elke voltooide maand diens by hom.

(*b*) Die verlof bedoel in paragraaf (*a*) van hierdie subklousule word toegestaan op 'n tyd wat die werkgewer bepaal: Met dien verstande dat indien dié verlof nie vroeër toegestaan was nie, dit binne twee maande na die voltooiing van die 12 maande diens waarop dit betrekking het, moet begin.

(4) Besoldiging vir jaarlikse verlof en openbare vakansiedae wat aan 'n werknemer, uitgesonderd 'n wag, verskuldig is, moet geskied ooreenkomstig die bepalings van klousules 21 en 22 van hierdie Ooreenkoms.

21. Betaling ten Opsigte van Openbare Vakansiedae

(1) Behoudens die bepalings van klousule 18 (5), moet 'n werkgewer 'n werknemer, uitgesonderd 'n werknemer vir wie lone in klousule 17 (1) (*a*) voorgeskryf word, indien die werknemer nie op die openbare vakansiedae bedoel in klousule 20 (1) (*b*) werk nie, vir minstens sy weekloon betaal vir die week waarin so 'n openbare vakansiedag val.

(2) Wanneer 'n werknemer, uitgesonderd 'n werknemer vir wie lone in klousule 17 (1) (*a*) voorgeskryf word, op die openbare vakansiedae bedoel in klousule 20 (1) (*b*) werk, moet sy werkgewer hom ten opsigte van die week waarin dié openbare vakansiedag val, minstens sy weekloon betaal plus 'n bedrag bereken teen 'n skaal van minstens een-derde van sy gewone loon vir die totale tydperk wat hy op so 'n openbare vakansiedag gewerk het.

(3) Die bepalings van subklousules (1) en (2) is *mutatis mutandis* van toepassing op vakleerlinge en werknemers in diens gedurende die proeftydperk toegelaat kragtens die Wet op Vakleerlinge, 1944.

(4) Betaling vir openbare vakansiedae wat aan werknemers verskuldig is vir wie lone in klousule 17 (1) (*a*) voorgeskryf word, moet geskied ooreenkomstig die bepalings van klousules 23 en 24.

(5) Die bepalings van hierdie klousule is nie op 'n wag van toepassing nie.

22. Betaling ten Opsigte van Jaarlikse Verlof

(1) Benewens besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig mag wees, moet die werkgewer die volgende bedrae betaal:

(*a*) In die geval van 'n vakleerling of minderjarige in sy diens op die laaste betaaldag vóór die aanvang van die vakansietydperk bedoel in klousule 20 (1) (*a*), die loon wat so 'n vakleerling of minderjarige sou verdien het indien hy gedurende genoemde vakansietydperk vir sy werkgewer gewerk het: Met dien verstande dat 'n werkgewer 'n vakleerling of minderjarige wie se dienskontrak beëindig word vóór die laaste betaaldag wat die vakansietydperk voorafgaan, 'n bedrag moet betaal wat minstens gelyk is aan eenkwart van sy weekloon ten opsigte van elke voltooide maand diens by hom gedurende die jaar wat dié vakansietydperk voorafgaan;

(*b*) each of the following classes of employees in his employ on the last pay day immediately preceding the holiday period referred to in clause 20 (1) (*a*), the amounts set forth hereunder in respect of each hour of part of an hour worked by such employee since the previous holiday period; provided that, where an employee's contract of employment terminates prior to such pay day, any amount in the process of accrual in terms of this subclause shall be paid to the employee on such termination.

Class of Employee.	*Per Hour Cents.*
(i) Artisan's Assistant, qualified	3.3
(ii) Artisan's Assistant, unqualified—	
(*aa*) during the first year of experience ...	2.2
(*bb*) during the second year of experience ...	2.6
(*cc*) during the third year of experience ...	2.9
(iii) Learner Asphalters, ceiling fixers, floorlayers, glaziers and roofing fixers—	
(*aa*) from 1 to 6 months of learnership ...	3.4
(*bb*) from 7 to 12 months of learnership ...	4.0
(*cc*) from 13 to 18 months of learnership ...	5.0
(*dd*) Thereafter the amounts prescribed in Clause 23.	
(iv) Operator of a Power Crane	3.5
(v) Driver of a mechanical vehicle, the unladen weight of which together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle is—	
(*aa*) up to and including 2,000 lb.	2.0
(*bb*) over 2,000 lb. to 6,000 lb.	2.1
(*cc*) over 6,000 lb. to 7,700 lb.	2.5
(*dd*) over 7,700 lb.	3.5
(vi) Operative	2.0
(vii) Labourer	1.3

(2) Save as provided in clause 16 (8) (*a*) (iii), no payment shall be made to an employee in terms of subclause (1) (*b*) hereof in respect of overtime.

(3) Annual leave due to an employee for whom wages are prescribed in clause 17 (1) (*a*) shall be paid for in accordance with the provisions of clauses 23 and 34.

23. Supplementary Remuneration and Contributions

(1) Except in respect of an employee who works for an employer for less than 12 hours in any one week, and subject to the provisions of subclause (5) hereof, each employer shall pay each week to the Secretary of the Council in respect of each employee for whom wages are prescribed in clause 17 (1) (*a*) the total sum prescribed in item (i) hereunder; provided that such sum shall be allocated as follows and provided further that the amount referred to in subclause (4) (*b*) shall be added to the sum payable in terms of this clause—

	A Until 31 December 1970 Per week R	B From 1 January 1971 Per week R	C From 1 January 1972 Per week R
(*a*) Holiday Pay	6.00	6.10	6.20
(*b*) Pension Scheme Contributions	2.40	2.40	2.40
(*c*) Sick Fund Contributions	0.40	0.40	0.40
(*d*) Medical Aid Fund Contributions	1.60	1.60	1.60
(*e*) Contributions to Industrial Council Expenses	0.12	0.12	0.12
(*f*) Contributions to National Development Fund	0.08	0.08	0.08
(*g*) Special Membership levy	0.02	0.02	0.02
(*h*) Tool Insurance Fund Contributions	0.01	0.01	0.01
(*i*) Total Sum	R10.63	R10.73	R10.83

(2) The amounts paid or payable to the Secretary of the Council in terms of this clause shall be disposed of by him in the manner and for the purpose described in clauses 33 to 40 inclusive.

(3) Subject to the provisions of subclause (5) hereof, each employer shall, in addition to any remuneration to which an employee for whom wages are prescribed in clause 17 (1) (*a*) may be entitled, pay to such employee the total sum prescribed in item (*e*) hereunder—

(*b*) in die geval van onderstaande klasse werknemers in sy diens op die laaste betaaldag wat die vakansietydperk bedoel in klousule 20 (1) (*a*) onmiddellik voorafgaan, die bedrae hieronder uiteengesit ten opsigte van elke uur of deel van 'n uur wat deur so 'n werknemer sedert die vorige vakansietydperk gewerk is: Met dien verstande dat wanneer 'n werknemer se dienskontrak voor dié betaaldag beëindig word, 'n bedrag wat besig is om kragtens hierdie subklousule op te loop, aan die werknemer by sodanige beëindiging betaal moet word.

Klas werknemer	*Per uur sent*
(i) Ambagsman se assistent, gekwalifiseer	3.3
(ii) Ambagsman se assistent, ongekwalifiseer:	
(*aa*) Gedurende die eerste jaar ondervinding	2.2
(*bb*) gedurende die tweede jaar ondervinding	2.6
(*cc*) gedurende die derde jaar ondervinding	2.9
(iii) Leerlinge in die volgende beroepe: Asfaltwerk, die vassit van plafonne, die lê van vloere, glaswerk en die vassit van dakmateriaal:	
(*aa*) van 1 tot 6 maande leerlingskap	3.4
(*bb*) van 7 tot 12 maande leerlingskap	4.0
(*cc*) van 13 tot 18 maande leerlingskap	5.0
(*dd*) Daarna die bedrae in klousule 23 voorgeskryf.	
(iv) Bediener van 'n kragkraan	3.5
(v) Bestuurder van 'n meganiese voertuig, waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat aan so 'n voertuig geheg is of deur so 'n voertuig getrek word,—	
(*aa*) tot en met 2,000 lb. is	2.0
(*bb*) meer as 2,000 tot 6,000 lb. is	2.1
(*cc*) meer as 6,000 tot 7,000 lb. is	2.5
(*dd*) meer as 7,700 lb. is	3.5
(vi) Werkman	2.0
(vii) Arbeider	1.3

(2) Behoudens die bepalings van klousule 16 (8) (*a*) (iii), mag geen bedrag aan 'n werknemer ingevolge subklousule (1) (*b*) hiervan betaal word ten opsigte van oortyd nie.

(3) Betaling vir jaarlikse verlof wat aan 'n werknemer verskuldig is vir wie 'n loon in klousule 17 (1) (*a*) voorgeskryf word, moet ooreenkomstig die bepalings van klousules 23 en 34 geskied.

23. Aanvullende Besoldiging en Bydraes

(1) Elke werkgewer moet, uitgesonderd ten opsigte van 'n werknemer wat minder as 12 ure in een bepaalde week vir hom werk, en behoudens die bepalings van subklousule (5) hiervan, moet elke werkgewer elke week die totale som, voorgeskryf in item (i) hieronder, betaal aan die Sekretaris van die Raad ten opsigte van elke werknemer vir wie 'n loon in klousule 17 (1) (*a*) voorgeskryf word: Met dien verstande dat dié bedrag soos volg toegewys word en voort met dien verstande dat die bedrag bedoel in subklousule (4) (*b*) gevoeg word by die bedrag wat ingevolge hierdie klousule betaalbaar is:

	A tot 31 Desember 1970 Per week R	B van 1 Januarie 1971 Per week R	C van 1 Januarie 1972 Per week R
(*a*) Vakansiebesoldiging	6.00	6.10	6.20
(*b*) Bydraes tot pensioenskemas	2.40	2.40	2.40
(*c*) Siektefondsbydraes	0.40	0.40	0.40
(*d*) Mediese Bystandfondsbydraes	1.60	1.60	1.60
(*e*) Bydraes tot Nywerheidsraad se uitgawes	0.12	0.12	0.12
(*f*) Bydraes tot Nasionale Ontwikkelingsfonds	0.08	0.08	0.08
(*g*) Spesiale lidmaatskapheffing	0.02	0.02	0.02
(*h*) Bydraes tot gereedskapversekeringsfonds	0.01	0.01	0.01
(*i*) Totale Bedrag	B10.63	R10.73	R10.83

(2) Die Sekretaris van die Raad moet die bedrae wat ingevolge hierdie klousule aan hom betaal word of betaalbaar is, bestee op die wyse en vir die doel wat in klousules 33 tot en met 40 beskryf word.

(3) Behoudens die bepalings van subklousule (5) hiervan, moet elke werkgewer, benewens die besoldiging waarop 'n werknemer vir wie 'n loon in klousule 17 (1) (*a*) voorgeskryf word, geregtig mag wees, aan so 'n werknemer die totale bedrag, voorgeskryf in item (*e*) hieronder betaal:

	A Until 31 December 1970 Cents Per hour	B From 1 January 1971 Cents Per hour	C From 1 January 1972 Cents Per hour
(*a*) Holiday Pay	15	15¼	15¼
(*b*) Pension Scheme Contributions	3	3	3
(*c*) Sick Fund Contributions	1	1	1
(*d*) Medical Aid Fund Contributions	4	4	4
(*e*) TOTAL SUM	23	23¼	23½

(4) (*a*) Subject to the provisions of subclause (5), each employer shall deduct weekly from the remuneration due to each employee for whom wages are prescribed in clause 17 (1) (*a*), the amount prescribed in item (vii) hereunder—

	A Until 31 December 1970 R	B From 1 January 1971 R	C From 1 January 1972 R
(i) Holiday Pay	6.00	6.10	6.20
(ii) Pension Scheme Contributions	2.40	2.40	2.40
(iii) Sick Fund Contributions	0.40	0.40	0.40
(iv) Medical Aid Fund Contributions	1.60	1.60	1.60
(v) Contributions to Industrial Council Expenses	0.06	0.06	0.06
(vi) Tool Insurance Fund Contributions	0.01	0.01	0.01
(vii) TOTAL SUM	R10.47	R10.57	R10.67

(*b*) Subject to the provisions of subclause (5) hereof, each employer who is a member of any of the employers' organisations which are parties to this Agreement shall, in respect of each of his employees for whom wages are prescribed in subparagraphs (ii) and (iii) of clause 17 (1) (*a*) who is a member of one of the trade unions, deduct from such employee's weekly remuneration the amount payable by such employee as a subscription to the trade union concerned in terms of the constitution of that union.

(5) (*a*) Save as provided in clause 16 (8) (*a*) (ii) no payment as referred to in subclause (3) shall be made in respect of hours worked outside the ordinary hours of work prescribed in clause 16 (1).

(*b*) No payment as referred to in subclause (1) or deduction as referred to in subclause (4) shall be made in respect of an employee who works for less than twelve hours for an employer in any one week.

(*c*) In the event of an employee working for an employer for less than twelve hours in any one week, the amounts due in terms of subclause (3) shall be paid to such employee immediately upon termination of employment or at the end of the last working day of the week, whichever is the earlier.

(*d*) Where an employee is employed by two or more employers during the same week, the payments in terms of subclause (1) and the deduction in terms of subclause (4) shall be made by the employer by whom he was first employed during that week for not less than twelve hours.

(6) The amounts referred to in subclauses (1) and (4) (*b*) shall be paid by the employer to the Secretary of the Council not later than Friday in each week.

(7) The amounts payable by an employer to the Secretary of the Council in terms of subclauses (1) and (4) (*b*) hereof shall be accompanied by a statement which shall be in such form and contain such information as the Council may from time to time decide.

(8) *Purchase of Vouchers*:—

(*a*) The Secretary of the Council shall, in respect of the amounts paid to him in terms of subclause (1), issue vouchers to the employer making payment.

(*b*) An adequate reserve of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made by the employer on or before the 30th June in the year following that in which the vouchers were issued.

(9) *Issue of Vouchers to Employees*:—

(*a*) An employer shall, in respect of the amounts paid by him to the Secretary of the Council in terms of subclause (1), on each day issue to each of his employees concerned a voucher as referred to in subclause (8).

	A tot 31 Desember 1970 Sent per uur	B van 1 Januarie 1971 Sent per uur	C van 1 Januarie 1972 Sent per uur
(*a*) Vakansiebesoldiging	15	15¼	15½
(*b*) Bydraes tot pensioenskema	3	3	3
(*c*) Siektefondsbydraes	1	1	1
(*d*) Mediese Bystandfondsbydraes	4	4	4
(*e*) TOTALE BEDRAG	23	23¼	23½

(4) (*a*) Behoudens die bepalings van subklousule (5), moet elke werkgewer weekliks die bedrag voorgeskryf in item (vii) hieronder, aftrek van die besoldiging wat aan elke werknemer vir wie lone in klousule 17 (1) (*a*) voorgeskryf word, verskuldig is:

	A tot 31 Desember 1970 R	B van 1 Januarie 1971 R	C van 1 Januarie 1972 R
(i) Vakansiebesoldiging	6.00	6.10	6.20
(ii) Bydraes tot pensioenskema	2.40	2.40	2.40
(iii) Siektefondsbydraes	0.40	0.40	0.40
(iv) Mediese Bystandfondsbydraes	1.60	1.60	1.60
(v) Bydraes tot uitgawes van Nywerheidsraad	0.06	0.06	0.06
(vi) Bydraes tot gereedskapversekeringsfonds	0.01	0.01	0.01
(vii) TOTALE BEDRAG	R10.47	R10.57	R10.67

(*b*) Behoudens die bepalings van subklousule (5) hiervan, moet elke werkgewer wat lid is van enigeen van die werkgewersorganisasies wat partye by hierdie Ooreenkoms is, van die weekloon van elk van sy werknemers vir wie 'n loon in subparagrawe (ii) en (iii) van klousule 17 (1) (*a*) voorgeskryf word, wat lid van een van die vakverenigings is, die bedrag aftrek wat deur so 'n werknemer betaalbaar is as ledegeld aan die betrokke vakvereniging ingevolge die konstitusie van dié vereniging.

(5) (*a*) Behoudens die bepalings van klousule 16 (8) (*a*) (ii), word geen bedrag, bedoel in subklousule (3), betaal ten opsigte van ure wat buite die gewone werkure, voorgeskryf in klousule 16 (1), gewerk word nie.

(*b*) Geen bedrag bedoel in subklousule (1) mag betaal word en geen bedrag bedoel in subklousule (4) mag afgetrek word ten opsigte van 'n werknemer wat minder as 12 uur in een bepaalde week vir 'n werkgewer werk nie.

(*c*) Wanneer 'n werknemer minder as 12 uur in een bepaalde week vir 'n werkgewer werk, moet die bedrae wat ingevolge subklousule (3) verskuldig is, onmiddellik ná beëindiging van diens of aan die einde van die laaste werkdag van die week, naamlik die vroegste, aan so 'n werknemer betaal word.

(*d*) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die bedrae ingevolge subklousule (1) en subklousule (4) betaal en afgetrek word deur die werkgewer by wie hy die eerste gedurende daardie week minstens 12 uur gewerk het.

(6) Die werkgewer moet die bedrae bedoel in subklousules (1) en (4) (*b*) voor of op Vrydag in elke week aan die Sekretaris van die Raad betaal.

(7) Die bedrae betaalbaar aan die Raad kragtens subklousules (1) en (4) (*b*) hiervan moet vergesel gaan van 'n staat wat in so 'n vorm moet wees en sulke inligting bevat as wat die Raad van tyd tot tyd mag vasstel.

(8) *Koop van bewyse*:

(*a*) Die Sekretaris van die Raad moet ten opsigte van die bedrae wat ingevolge subklousule (1) aan hom betaal word, bewyse uitreik aan die werkgewer wat die bedrag betaal.

(*b*) 'n Werkgewer moet altyd 'n voldoende hoeveelheid bewyse in voorraad hou: Met dien verstande dat die Raad die waarde van ongebruikte bewyse aan die werkgewer kan terugbetaal. Die werkgewer moet aansoek doen om so 'n terugbetaling voor of op 30 Junie in die jaar wat volg op dié waarin die bewyse uitgereik is.

(9) *Uitreiking van bewyse aan werknemers*:

(*a*) 'n Werkgewer moet op elke betaaldag aan elkeen van sy werknemers wat daarby betrokke is, 'n bewys, bedoel in subklousule (8), uitreik ten opsigte van die bedrae wat hy aan die Sekretaris van die Raad ingevolge subklousule (1) betaal het.

(*b*) Each voucher issued to an employee in terms of paragraph (*a*) hereof, shall be legibly cancelled with the name of the employer and the date of issue.

(*c*) The employee shall affix the voucher issued to him in terms of this subclause to a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain.

(10) *Contribution Books*:—

(*a*) An application for a contribution book shall be made by the employee completing a form to be obtained by him from the Council.

(*b*) Contribution books and vouchers issued to an employee in terms of this clause shall not be transferable nor shall they be ceded or pledged. Vouchers acquired by any person otherwise than in accordance with this clause or paragraph (2) (*a*) (i) of the schedule to clause 35 (10) may be confiscated by the Council for the benefit of its general funds.

(11) No vouchers shall be issued to an employee except in accordance with this clause or paragraph (2) (*a*) (i) of the schedule to clause 35 (10) and no employee shall be entitled to credit or payment in respect of such vouchers in excess of 49 for any period of 12 months ending on the first pay day in November.

24. Termination of Contract of Employment

(1) Subject to the provisions of this clause, an employer or his employee who desires to terminate the contract of employment, shall give—

(*a*) during the first forty-nine weeks of employment not less than one work day's notice; and

(*b*) after the first forty-nine weeks of employment, not less than one week's notice,

of termination of employment; provided that an employer or employee may at any time terminate the contract of employment without notice by paying to the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice an amount of not less than—

(i) in the case of one day's notice, the daily wage which the employee is receiving at the time of such termination; and

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination.

(2) The provisions of subclause (1) shall not affect—

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

(*b*) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in subclause (1); or

(*c*) the operation of any forfeiture or penalties which by law may be applicable in respect of an employee who deserts.

(3) Where there is in existence such an agreement as is referred to in paragraph (*b*) of subclause (2), the payment or forfeiture referred to in subclause (1) shall be commensurate with the period of notice agreed upon between the employer and employee.

(4) The notice prescribed in subclause (1) shall be given on or before the usual pay day of the establishment for such employee and shall run from the day after such pay day; provided that—

(i) a period of notice shall not run concurrently with, and notice shall not be given during an employee's absence on leave granted in terms of clause 20;

(ii) notice shall not be given during an employee's absence on sick leave;

(iii) where only one work day's notice is required to be given, such notice may be given on any work day.

(5) For the purpose of this clause the expression "wage" includes any cost of living allowance which is paid or payable to an employee in terms of any law or otherwise.

25. Storage, Responsibility for Loss, Insurance and Provision of Tools

(1) An employer shall—

(*a*) provide a lock-up on every job and at every workshop for locking up employees' tools; provided that this paragraph shall not apply to jobbing work;

(*b*) be responsible for keeping lock-ups properly and/or securely locked outside normal working hours;

(*b*) Elke bewys wat aan 'n werknemer ingevolge paragraaf (*a*) hiervan uitgereik is, moet op leesbare wyse met die naam van die werkgewer en die datum van uitreiking gekanselleer wees.

(*c*) Die werknemer moet die bewys wat ingevolge hierdie subklousule aan hom uitgereik is, plak in 'n bydraeboek wat hy by die Sekretaris van die Raad verkry en wat in die werknemer se besit moet bly.

(10) *Bydraeboeke*:

(*a*) Die werknemer doen aansoek om 'n bydraeboek deur 'n vorm in te vul wat hy by die Raad verkry.

(*b*) Bydraeboeke en bewyse wat ingevolge hierdie klousule aan 'n werknemer uitgereik is, is nie oordraagbaar nie en mag ook nie gesedeer of verpand word nie. Die Raad mag bewyse wat deur enigeen verkry is op 'n ander wyse as ooreenkomstig hierdie klousule of paragraaf (2) (*a*) (i) van die bylae tot klousule 35 (10), konfiskeer tot voordeel van sy algemene fondse.

(11) Geen bewyse mag aan 'n werknemer uitgereik word nie, behalwe in ooreenstemming met hierdie klousule of paragraaf (2) (*a*) (i) van die bylae tot klousule 35 (10), en 'n werknemer is geregtig op kredit of betaling ten opsigte van hoogstens 49 bewyse vir 'n tydperk van 12 maande wat op die eerste betaaldag in November eindig.

24. Beëindiging van Dienskontrak

(1) Behoudens die bepalings van hierdie klousule, moet 'n werkgewer of sy werknemer wat die dienskontrak wil beëindig—

(*a*) gedurende die eerste 49 weke diens, minstens een werkdag; en

(*b*) na die eerste 49 weke diens, minstens een week kennis van diensbeëindiging gee; met dien verstande dat 'n werkgewer of werknemer te eniger tyd die dienskontrak sonder kennisgewing mag beëindig deur aan die werknemer te betaal of aan die werkgewer te betaal of te verbeur, na gelang van die geval, in plaas van sodanige kennisgewing 'n bedrag van minstens—

(i) in die geval van een dag kennis, die dagloon wat die werknemer ten tyde van sodanige beëindiging ontvang het; en

(ii) in die geval van een week kennis, die weekloon wat die werknemer ten tyde van sodanige beëindiging ontvang het:

(2) Die bepalings van subklousule (i) raak nie—

(*a*) die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om 'n regsgeldige rede te beëindig nie;

(*b*) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n kennisgewingtydperk van gelyke duur vir albei partye en vir langer as dié voorgeskryf in subklousule (1) nie; of

(*c*) die inwerkingtreding van verbeurings of boetes wat kragtens wet van toepassing mag wees op 'n werknemer wat dros nie.

(3) Waar daar 'n ooreenkoms soos bedoel in paragraaf (*b*) van subklousule (2) bestaan, is die betaling of verbeuring bedoel in subklousule (1) eweredig met die kennisgewingtydperk waarop die werkgewer en werknemer ooreengekom het.

(4) Die kennisgewing voorgeskryf in subklousule (1) moet vóór of op die gewone betaaldag van die werknemer in die bedryfsinrigting geskied, en geld vanaf die dag ná dié betaaldag: Met dien verstande dat—

(i) 'n kennisgewingtydperk nie mag saamval met, en kennisgewing nie mag geskied gedurende 'n werknemer se verlof toegestaan kragtens klousule 20 nie;

(ii) kennisgewing nie gedurende 'n werknemer se afwesigheid met siekteverlof mag geskied nie;

(iii) waar slegs een werkdag kennis gegee hoef te word, dié kennis op enige werkdag gegee mag word.

(5) Vir die toepassing van hierdie klousule omvat die uitdrukking „loon" enige duurtetoeslag wat ingevolge 'n wet of andersins aan 'n werknemer betaal word of betaalbaar is.

25. Bewaring, Verantwoordelikheid vir Verlies, Versekering en Verskaffing van Gereedskap

(1) 'n Werkgewer—

(*a*) moet 'n toesluitplek by elke werkplek en elke werkwinkel verskaf waarin werknemers se gereedskap toegesluit kan word: Met dien verstande dat hierdie paragraaf nie op kontrakwerk van toepassing is nie;

(*b*) is daarvoor verantwoordelik dat toesluitplekke buite die gewone werkplekke behoorlik en/of veilig toegesluit gehou word;

(c) be responsible for any loss of or damage to tools belonging to an employee, in sheds, lock-ups and workshops due to fire, and such tools shall be insured by an employer against such loss or damage.

(2) If an employer—

(a) fails to provide or maintain a lock-up in terms of subclause (1) (a) and (1) (b); or

(b) fails to insure the tools of an employee against loss and/or damage by fire in terms of subclause (1) (c),

such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools.

(3) An employee wishing to claim compensation from his employer for lost tools, shall lodge a written application with the Council in such form as the Council may determine; provided that no application shall be considered unless an applicant has—

(a) prior to the loss furnished the employer with a written inventory of the tools placed in the lock-up concerned;

(b) reported the loss of his tools to the Police as soon as practicable; and

(c) supplied the Council with such relevant information as the Council may require.

(4) The provisions of subclause (2) in relation to the loss of tools—other than the loss or damage of tools by fire—shall not apply in respect of an employee, unless such tools are stored in a tool box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools; provided that—

(a) the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature, shall be deemed to be in compliance with the requirements of this clause; and

(b) in the event of such tools as are referred to in paragraph (a) above being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of subclause (2).

(5) Subject to the foregoing provisions, an employee shall be responsible for placing his tools in a tool-box and for keeping such tool-box properly locked.

(6) The decision of the Council under the provisions of this clause in any respect whatsoever and particularly regarding the amount of any compensation to be paid by an employer to an employee for tools lost by fire or any other cause shall be final.

(7) An employer shall provide grindstones for sharpening tools. Where no grindstone is provided on a job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(8) An employer shall provide in the case of—

(a) *Asphalters.*—Rollers, brushes and straightedges.

(b) *Bricklayers.*—

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

(ii) cutting tools used for reinforced concrete;

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

(c) *Carpenters.*—All cramps, handscrews, gluebrushes, wrenches, crowbars, augers and bits over 12 inches long and all hammers 3 lb. and over, and all saws and/or tools used for cutting corrugated asbestos or other material of similar hardness.

(d) *Masons and Stone-cutters.*—

(i) Tools for working granite or hard stone and claws;

(ii) a competent toolsmith or suitable means and equipment for sharpening tools.

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

(f) *Plasterers.*—Mortar boards and stands of suitable height, roller, straightedges and all tools exclusively used for laying granolithic.

(g) *Plumbers and Gasfitters.*—

(i) Machines used in a workshop or on a job;

(c) is verantwoordelik vir die verlies of beskadiging van die gereedskap van 'n werknemer weens brand in skure, toesluitplekke en werkwinkels en 'n werkgewer moet dié gereedskap teen sodanige verlies of beskadiging verseker.

(2) Indien 'n werkgewer—

(a) versuim om 'n toesluitplek ingevolge subklousules (1) (a) en (1) (b) te verskaf of in stand te hou; of

(b) versuim om die gereedskap van 'n werknemer teen verlies en/of skade weens brand ingevolge subklousule (1) (c) te verseker;

is so 'n werkgewer, indien 'n werknemer sy gereedskap verloor as gevolg van dié optrede of versuim, vir die verlies van dié gereedskap verantwoordelik.

(3) 'n Werknemer wat skadevergoeding van sy werkgewer vir verlore gereedskap wil eis, moet 'n skriftelike aansoek by die Raad indien in dié vorm wat die Raad mag bepaal: Met dien verstande dat geen aansoek oorweeg word nie, tensy die aansoeker—

(a) die werkgewer van 'n skriftelike inventaris van die gereedskap wat in die betrokke toesluitplek geplaas is, voorsien het vóór die verlies;

(b) die verlies van sy gereedskap so gou moontlik aan die polisie gerapporteer het; en

(c) die Raad van alle toepaslike inligting voorsien het wat die Raad mag vereis.

(4) Die bepalings van subklousule (2) ten opsigte van die verlies van gereedskap (uitgesonderd die verlies of beskadiging van gereedskap weens brand) is nie op 'n werkgewer van toepassing nie, tensy dié gereedskap weggepak is in 'n gereedskapkis wat veilig toegesluit kan word en wat altyd behoorlik toegesluit word, behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat—

(a) indien 'n werknemer gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander dergelike eienskap, in toesluitplekke plaas, hierdie plasing geag word in ooreenstemming te wees met die vereistes van hierdie klousule; en

(b) indien die gereedskap bedoel in paragraaf (a) hierbo, verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het, sy regte en voorregte kragtens subklousule (2) ontsê word nie.

(5) Behoudens die voorafgaande bepalings, is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapkis te plaas en dié gereedskapkis behoorlik toegesluit te hou.

(6) Die beslissing van die Raad is, ingevolge die bepalings van hierdie klousule, in alle opsigte en veral ten opsigte van die bedrag wat 'n werkgewer aan 'n werknemer as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is, deurslaggewend.

(7) 'n Werknemer moet slypstene verskaf waarop gereedskap skerp gemaak kan word. Waar geen slypsteen op die werkplek verskaf word nie, moet 'n geskikte tyd en geskikte fasiliteite voor diensbeëindiging aan timmermanne en skrynwerkers verleen word om hul gereedskap in orde te bring.

(8) 'n Werkgewer moet die volgende verskaf in die geval van:—

(a) *Asfalters.*—Rollers, kwaste en reihoute.

(b) *Messelaars.*

(i) Alle snygereedskap wat gebruik word vir die sny van silikabakstene of enige soort baksteen wat net so hard is;

(ii) snygereedskap wat gebruik word vir gewapende beton;

(iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmaak van gereedskap.

(c) *Timmermans.*—Alle klampe, handskroewe, lymkaste, moersleutels, koevoete, awegare en bore wat meer as 12 duim lank is en alle hamers wat 3 lb. en meer weeg en alle sae en/of gereedskap wat gebruik word vir die sny van gegolfde asbes of ander materiaal wat net so hard is.

(d) *Klipmesselaars en klipkappers.*

(i) Gereedskap vir die bewerking van graniet of harde klip en kloue;

(ii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmaak van gereedskap.

(e) *Skilders en plakkers.*—Alle gereedskap met uitsondering van stopverfmesse, stoffers, plakkwaste en skêre.

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

(g) *Loodgieters en gasaanlêers.*

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

(ii) stake and rivetting bars and drills of all sizes;
(iii) screwing tackle, such as stocks, dies, taps and ratchets;
(iv) pipe-cutting tools and vices;
(v) special and heavy caulking irons and firepots;
(vi) metal pots and large ladles;
(vii) chisels; punches and wall pins over 9 inches in length;
(viii) soldering irons and blow lamps;
(ix) files and hacksaw blades;
(x) mandrills over two inches in diameter;
(xi) rivet sets from No. 12 rivet and over, grooving tools;
(xii) sheetmetal workers' mallets and heavy dressers;
(xiii) punches over ¼ inch in diameter, hollow or solid;
(xiv) wrenches and tongs over 18 inches in length.

(*h*) *Electricians.*—Large files, blowlamps, draw vices, large chisels, saw blades and screw cutting tools.

26. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN WORK

(1) *Concrete work.*—All concreting shall be carried out under the constant supervision of an employee for whom wages are prescribed in clause 17 (1) (*a*).

(2) *Joinery.*—

(*a*) An employer shall not utilise in the erection of buildings or structures within the area to which this Agreement relates, joinery made for the erection in a particular building or structure and which has been manufactured or prepared in any area in the Republic of South Africa, in which a scale of wages for the work involved in such operation or process is lower than that laid down for such work in any statutory wage regulating instrument applicable to the Industry in that area, or in the absence of such instrument in such area, than the rate laid down in any statutory wage regulating instrument operating nearest to such area.

(*b*) (i) All joinery made within the area to which this Agreement relates shall be marked or stamped in such a manner or form as the Council may from time to time determine.

(ii) An employer shall not utilise in the erection of buildings or structures, joinery made for erection in a particular building which is not so marked or stamped.

(3) (*a*) An employer shall not permit masons' bankers to be less than six feet apart, nor shall he permit dust to be blown off with exhaust or other air during working hours.

(*b*) All squared or hammer dressed stone shall be worked in the employer's yard or on the job, but may be reduced in size at the quarry by use of a spall hammer only. When the employer's yard is situated at the quarry, it shall be at a reasonable safe distance from the working face of the quarry.

(*c*) An employer shall provide suitable sheds for stone cutters, the roof of which shall be not less than 10 feet high; provided that this paragraph shall not apply to small jobs on building sites.

(*d*) It shall be the duty of an employer to ensure that the dunter machines shall not be worked, and it shall be the duty of an employee not to operate such machines—

(i) in the sheds where men are employed cutting stones; or

(ii) within 30 yards from any mason whilst cutting stones;

unless suitable protection is provided for employees working in the vicinity of the said dunter machines.

(*e*) An employer shall not utilise in the Industry or in the area to which this Agreement relates gravestones or cemetery memorials or stone of any other type manufactured, dressed, or partly dressed, as the case may be, in any area in 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 wage regulating instrument applicable to the 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.

(ii) afsteekpenne en klinkstawe en bore van alle groottes;
(iii) draadsnygereedskap soos stokke en snymoere, snytappe en ratels;
(iv) pypsnygereedskap en -skroewe;
(v) spesiale en swaar kalfaatysters en vuurkonkas;
(vi) metaalpotte en groot gietlepels;
(vii) beitels, ponse en muurpenne wat langer as 9 duim is;
(viii) soldeerboute en blaaslampe;
(ix) vyle en ystersaaglemme;
(x) drewels wat meer as twee duim in deursnee is;
(xi) klinknaelstelle van grootte No. 12 en groter en groefgereedskap;
(xii) plaatmetaalwerkershamers en swaar klophamers;
(xiii) ponse, hol en solied, wat meer as ¼ duim in deursnee is;
(xiv) moersleutels en tange wat langer as 18 duim is.

(*h*) *Elektrisiëns.*—Groot vyle, blaaslampe, spanskroewe, groot beitels, saaglemme en draadsnygereedskap.

26. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE WERKE

(1) *Betonwerk*: Alle betonwerk moet verrig word onder die voortdurende toesig van 'n werknemer vir wie 'n loon in klousule 17 (1) (*a*) voorgeskryf word.

(2) *Skrynwerk*:

(*a*) 'n Werknemer mag nie by die oprigting van geboue of strukture binne die gebied waarop hierdie Ooreenkoms betrekking het, gebruik maak van skrynwerk vir die oprigting van 'n besondere gebou of struktuur wat in 'n gebied in die Republiek van Suid-Afrika vervaardig of berei is, waarvoor die loonskaal vir die werk wat so 'n werksaamheid of proses omvat, laer is as dié voorgeskryf vir sodanige werk in 'n statutêre loonreëlende maatreël wat op die Nywerheid in daardie gebied van toepassing is, of by ontstentenis van so 'n maatreël in dié gebied, laer as die skaal voorgeskryf in 'n statutêre loonreëlende maatreël wat in die gebied naaste aan dié gebied geld.

(*b*) (i) Alle skrynwerk wat gemaak word binne die gebied waarop hierdie Ooreenkoms betrekking het, moet gemerk of gestempel word op dié wyse of in dié vorm wat die Raad van tyd tot tyd mag bepaal.

(ii) 'n Werkgewer mag nie by die oprigting van geboue of strukture gebruik maak van skrynwerk wat vir die oprigting van 'n besondere gebou gemaak is en nie aldus gemerk of gestempel is nie.

(3) (*a*) 'n Werkgewer mag nie toelaat dat klipwerkbanke minder as ses voet van mekaar is nie of dat stof gedurende werkure met uitlaat- of ander lug weggeblaas word nie.

(*b*) Alle haakse of gekapte klip moet in die werkgewer se werf of by die werkplek bewerk word, maar mag by die klipgroef kleiner gemaak word, en slegs deur middel van 'n splinterhamer. Indien die werkgewer se werf by die klipgroef geleë is, moet dit 'n redelike veilige afstand van die werfvlak van die klipgroef af wees.

(*c*) 'n Werkgewer moet geskikte skure vir klipkappers verskaf. Die dak van die skuur moet minstens 10 voet hoog wees: Met dien verstande dat hierdie paragraaf nie op klein take by bouterreine van toepassing is nie.

(*d*) Dit is die plig van 'n werkgewer om te verseker dat die duntermasjiene nie bedien word, en dit is die plig van 'n werknemer om nie dié masjiene te bedien nie—

(i) in die skure waar werknemers besig is om klippe te kap; of

(ii) binne dertig treë van 'n klipmesselaar terwyl hy klippe kap;

tensy geskikte beskerming verskaf word vir werknemers wat in die omgewing van genoemde duntermasjiene werk.

(*e*) 'n Werkgewer mag nie in die Nywerheid of in die gebied waarop hierdie Ooreenkoms van toepassing is, grafstene of begraafplaasgedenktekens van klip van enige soort gebruik nie wat, na gelang van die geval, vervaardig, afgewerk of gedeeltelik afgewerk is in 'n gebied van die Republiek van Suid-Afrika waarin die loon wat vir die betrokke werk betaal word, laer is as dié wat vir sodanige werk voorgeskryf word in 'n statutêre loonreëlende maatreël wat op die Nywerheid in daardie gebied van toepassing is of, as daar nie so 'n maatreël in dié gebied bestaan nie, wat laer is as die loon voorgeskryf in 'n statutêre loonreëlende maatreël wat van toepassing is op die gebied wat naaste aan dié gebied is.

(*f*) (i) All stone-work of any type manufactured, dressed or partly dressed within the area to which this Agreement relates shall be marked or stamped in such manner or form as the Council may from time to time determine;

(ii) an employer shall not utilise in the erection of buildings or structures stone of any type manufactured, dressed or partly dressed for erection in a particular building which is not so marked or stamped.

27. SCAFFOLDING AND PLANT

Employers and employees shall observe the following rules in so far as they are applicable to the one or the other; 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—

A. *Construction and Selection of Plant*

An employer shall ensure that all plant and all machinery and every part thereof is of good construction, of suitable and sound material and of adequate strength for the purpose for which it is used.

B. *Supervision*

(1) An employer shall cause the erection of every building and structure to be under the supervision of a responsible person who shall be a competent person and who shall be appointed by him, in writing.

(2) The person who is appointed in terms of this clause shall be in general charge of all the building work and shall ensure that—

(*a*) the provisions of this clause are complied with;

(*b*) all plant and machinery is maintained in good condition and properly used;

(*c*) that all work is carried out in a safe manner and in accordance with the designs and specifications as approved by the appropriate authority.

C. *General Safety Measures*

(1) An employer shall cause—

(*a*) all stairways, passageways, gangways, basements and other places where danger may exist through lack of natural light, to be adequately lighted;

(*b*) all stairways, passageways and gangways where practicable to be kept free from materials, waste or any other obstructions;

(*c*) all openings in floors, hatchways and stairways or any other opening through or from which persons are liable to fall, to be adequately boarded over or to be fenced or enclosed with suitable rails or guards to a height of not less than three feet and not more than three feet six inches from the ground floor; provided that such boarding or guarding may be omitted or removed for the time and to the extent necessary for the access of persons or the movement of materials;

(*d*) a suitable catch platform or net to be erected above an entrance or passageway or above a place where persons regularly work or pass, or the danger area to be adequately fenced off, if work is being performed above such entrance, passageway or place and there is a danger of persons being struck by falling material.

(2) No employer shall require or permit any person to, and no person shall, dispose of debris and material from an elevated position except by hoist or chute unless effective arrangements have been made to secure the safety of persons.

D. *Work in Elevated Position*

No employer shall require or permit any person employed on building work to perform any work in an elevated position unless such work can be performed safely from a ladder or a scaffold or from a position which is as safe as on a scaffold.

E. *Scaffolds*

(1) An employer shall cause—

(*a*) scafford standards to be firmly supported and secured against displacement and to be kept vertical except in the case of putlog scaffolds which shall incline slightly towards the structure;

(*f*) (i) Alle klipwerk van enige aard wat binne die gebied waarop hierdie Ooreenkoms betrekking het, vervaardig, afgewerk of gedeeltelik afgewerk word, moet gemerk of gestempel word op dié wyse of in dié vorm wat die Raad van tyd tot tyd mag bepaal;

(ii) 'n werknemer mag nie by die oprigting van geboue of strukture klip gebruik van enige aard wat vir die oprigting van 'n besondere gebou vervaardig, afgewerk of gedeeltelik afgewerk is, wat nie aldus gemerk of gestempel is nie.

27. STEIERWERK EN UITRUSTING

Werkgewers en werknemers moet onderstaande reëls nakom vir sover dit op die een of die ander van toepassing is: Met dien verstande dat waar die regulasies ten opsigte van bou-, sloop- en uitgrawingswerk wat ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, gepubliseer is, bepalings bevat wat strydig is met die bepalings van hierdie klousule of bepalings bevat wat nie in hierdie klousule verskyn nie, die bepalings van genoemde regulasies van toepassing is.

A. *Konstruksie en Keuse van Uitrusting*

'n Werkgewer moet verseker dat alle uitrusting en masjinerie en elke deel daarvan goed saamgestel en van geskikte en gawe materiaal is en wat sterk genoeg is vir die doel waarvoor dit gebruik word.

B. *Toesighouding*

(1) 'n Werkgewer moet toesien dat elke gebou of struktuur opgerig word onder die toesig van 'n verantwoordelike en bevoegde persoon wat hy skriftelik moet aanstel.

(2) Die persoon wat ingevolge hierdie klousule aangestel word, voer oor die algemeen beheer oor al die bouwerk en moet verseker dat—

(*a*) die bepalings van hierdie klousule nagekom word;

(*b*) alle uitrusting en masjinerie in 'n goeie toestand gehou en reg gebruik word;

(*c*) alle werk op 'n veilige manier verrig word, ooreenkomstig die ontwerpe en spesifikasies soos deur die betrokke owerheid goedgekeur.

C. *Algemene Veiligheidsmaatreëls*

(1) 'n Werkgewer moet toesien dat—

(*a*) alle trappe, gange, deurgange, kelders en ander plekke waar daar gevaar mag bestaan weens gebrek aan natuurlike lig, voldoende verlig word;

(*b*) waar moontlik, alle trappe, gange en deurgange vry van materiaal, afval of enige ander obstruksies gehou word;

(*c*) alle openings in vloere, luikgate en trappe of enige ander opening waardeur of waarin persone moontlik kan val, moet deeglik met planke bedek of omhein moet word of met geskikte relings of skutrelings ingesluit is tot 'n hoogte van minstens drie voet en hoogstens drie voet ses duim van die grondvloer af: Met dien verstande dat sodanige planke of skutrelings vir 'n tyd lank weggelaat of verwyder mag word in dié mate nodig vir die toegang van persone of verskuiwing van materiaal;

(*d*) 'n geskikte vangplatform of -net opgerig word bokant 'n ingang of deurgang of bokant 'n plek waar persone gewoonlik werk of verbygaan, of toesien dat die gevaargebied deeglik omhein word indien werk bokant die ingang, deurgang of plek verrig word en daar gevaar bestaan dat persone deur vallende materiaal getref kan word.

(2) Geen werkgewer mag van enigeen vereis of hom toelaat om, en geeneen is toegelaat om van puin en materiaal op 'n hoogliggende posisie ontslae te raak nie, uitgesonderd deur middel van 'n hyser of stortgeut, tensy doeltreffende maatreëls getref is om die veiligheid van persone te verseker.

D. *Werk op Hoë Plekke*

Geen werkgewer mag 'n persoon wat bouwerk verrig, verplig of toelaat om werk op 'n hoë plek te verrig nie, tensy dié werk veilig verrig kan word vanaf 'n leer of steier of 'n posisie wat net so veilig as 'n steier is.

E. *Steiers*

(1) 'n Werkgewer moet toesien dat—

(*a*) steierstaanders stewig gestut en vasgemaak is sodat dit nie kan verskuif nie en dat dit vertikaal gehou word, behalwe in die geval van kortelingsteiers wat effens na die struktuur moet oorhel;

(*b*) (i) standards to be spaced not more than six feet, eight feet and ten feet apart in the case of heavy, medium and light loads, respectively, if constructed of steel and not more than ten feet apart if constructed of timber;

(ii) ledgers to be spaced not more than seven feet apart vertically;

(iii) putlogs or transoms to be spaced not more than five feet, six feet and eight feet apart in the case of heavy, medium and light loads, respectively.

For the purpose of this subclause, light, medium and heavy loads shall mean loads of not more than twenty-five, fifty and seventy-five pounds per square foot, respectively;

(*c*) every member of a scafford frame which is constructed of timber to have a diameter of not less than three inches or to have a section of equivalent strength.

(2) No employer shall use, or cause to be used, any scaffold unless it is—

(*a*) securely and effectively branched to ensure stability in all directions;

(*b*) secured at suitable vertical and horizontal distances to the structure on which work is being performed unless it is designed to be completely self-supporting;

(*c*) so constructed as to have a factor of safety of not less than four;

(*d*) inspected by a competent person at least once a week and after inclement weather.

(3) No employer shall require or permit—

(*a*) scaffolding, the supporting frame of which is constructed of timber, to exceed a height of 80 feet;

(*b*) scaffolding to be erected, altered or taken down other than by or under the personal supervision of a competent person.

F. *Platforms*

(1) An employer shall cause—

(*a*) every scaffold platform which is constructed of timber to be of planks at least nine inches by one and a half inches thick;

(*b*) every plank which forms part of a scaffold platform to rest on at least three supports, except in the case of trestle scaffolds, and to project at least six inches at intermediate supports and not more than nine inches at the end supports;

(*c*) every board of a scaffold platform to be securely fastened to prevent its displacement;

(*d*) every platform to be so boarded as to prevent materials and tools from falling through.

(2) An employer shall cause every working platform of a scaffold—

(*a*) to be not less than three feet wide, which shall include a clear and unobstructed passageway of not less than eighteen inches; provided that where a platform is used only as a gangway, a total platform width of eighteen inches shall be sufficient;

(*b*) which is more than six feet six inches above the floor or ground to be provided with—

(i) substantial guard rails at least three feet and not more than three feet six inches high on all sides of the platform except the side facing the structure;

(ii) toe-boards on all sides of the platform, except the side facing the structure, which shall be not less than six inches high from the level of the platform and in the case of wood not less than one inch thick so affixed that no open space exists between the toe-board and the platform;

(*c*) to be so arranged that the gap between the platform and structure does not exceed three inches, provided that where workmen are required to sit whilst working, this distance may be increased to not more than twelve inches;

(*d*) to be kept free of waste, projecting nails or any other obstructions and to be maintained in a non-slippery state.

(3) No employer shall require or permit a working platform which is higher than two feet to be supported on a scaffold platform.

(4) An employer shall cause an additional guard rail to be provided at a height of three feet above every working platform which is supported on a scaffold platform.

(5) An employer shall cause convenient and safe access to be provided to every scaffold platform. Where such access is by means of ladders, the ladders shall be firmly supported at the base, shall extend to at least three feet beyond the platform at the top and shall be firmly secured.

(6) The provisions of this subclause shall also apply to any working platform from which building, demolition or excavation work is being performed.

(*b*) (i) standers hoogstens ses voet, agt voet en tien voet van mekaar gespasieer is in die geval van onderskeidelik swaar, medium en ligte vragte, in die geval van staalstaanders en hoogstens tien voet van mekaar in die geval van houtstaanders;

(ii) steierbalke hoogstens sewe voet van mekaar vertikaal gespasieer is;

(iii) kortelinge of dwarsbalke hoogstens vyf voet, ses voet en agt voet van mekaar gespasieer word in die geval van onderskeidelik swaar, medium en ligte laste.

Vir die toepassing van hierdie subklousule, beteken ligte, medium en swaar laste laste van onderskeidelik hoogstens 25, 50 en 75 pond per vierkante voet.

(*c*) elke deel van 'n steierraam wat van hout gebou is, 'n deursnee van minstens drie duim of 'n profiel van gelyke sterkte het.

(2) Geen werkgewer mag 'n steier gebruik of laat gebruik nie, tensy die steier—

(*a*) stewig en doeltreffend vertak om stabiliteit in alle rigtings te verseker;

(*b*) op geskikte vertikale en horisontale afstande vasgemaak is aan die struktuur waarop werk verrig word, tensy dit ontwerp is om geheel en al vry te staan;

(*c*) só opgerig is dat dit 'n veiligheidsfaktor van minstens vier het;

(*d*) minstens een keer per week en ná gure weer deur 'n bevoegde persoon geïnspekteer word.

(3) Geen werkgewer mag vereis of toelaat—

(*a*) dat steierwerk met 'n draraam van hout hoër as 80 voet is nie;

(*b*) dat steierwerk opgerig, verander of afgebreek word nie, uitgesonderd deur 'n bevoegde persoon of onder 'n bevoegde persoon se persoonlike toesig;

F. *Platforms*

(1) 'n Werkgewer moet toesien dat—

(*a*) elke steierplatform van hout gemaak, van planke wat minstens nege by een en 'n half duim dik is;

(*b*) elke plank wat deel van 'n steierplatform uitmaak, op minstens drie stutte rus, uitgesonderd in die geval van boksteiers, en dat elke plank minstens ses duim by tussenstutte en hoogstens nege duim by entstutte uitsteek;

(*c*) elke plank van 'n steierplatform stewig vasgemaak is om te voorkom dat dit kan skuif;

(*d*) elke platform op so 'n wyse met planke bedek is dat materiaal en gereedskap nie kan deurval nie.

(2) 'n Werkgewer moet toesien dat elke werkplatform van 'n steier—

(*a*) minstens drie voet wyd is, en dit moet 'n vrye en onversperde gang van minstens 18 duim insluit: Met dien verstande dat waar 'n platform slegs as 'n deurgang gebruik word, 'n totale platformwydte van 18 duim voldoende is;

(*b*) wat meer as ses voet ses duim bokant die vloer of grond is, voorsien is van—

(i) deeglike skutrelings wat minstens drie voet en hoogstens drie voet ses duim hoog is, aan alle kante van die platform, uitgesonderd die kant wat op die bouwerk front;

(ii) stootstukke aan alle kante van die platform, uitgesonderd die kant wat op die bouwerk front, en die stootstukke moet minstens ses duim bokant die platform uitstaan en in die geval van hout minstens een duim dik en so vasgesit wees dat daar geen opening tussen die stootstuk en die platform bestaan nie;

(*c*) so opgerig is dat die gaping tussen die platform en die bouwerk nie wyer as drie duim is nie: Met dien verstande dat waar daar van werkers vereis word om te sit terwyl hulle werk, hierdie afstand tot minstens 12 duim vergroot mag word;

(*d*) vry gehou word van afval, spykers wat uitsteek of enige ander opstruksie en dat dit altyd glyvas gehou word.

(3) Geen werkgewer mag vereis of toelaat dat 'n werkplatform wat hoër as twee voet is, op 'n steierplatform gestut word nie.

(4) 'n Werkgewer moet 'n bykomende stutreling verskaf op 'n hoogte van drie voet bokant elke werkplatform wat op 'n steierplatform rus.

(5) 'n Werkgewer moet gerieflike en veilige toegang tot elke steierplatform verskaf. Waar werknemers met lere na die steierplatforms opklim, moet die lere stewig op die grond gestut, by die bokant minstens drie voet bokant die platform uitsteek en stewig vasgemaak wees.

(6) Die bepalings van hierdie subklousule is ook van toepassing op werkplatforms waarvandaan bou-, sloop- of uitgrawingswerk verrig word.

G. *Ramps*

(1) No employer shall require or permit a ramp to be installed or used, the slope of which exceeds one vertical to one and one-half horizontal.

(2) An employer shall cause every ramp—

(*a*) the slope of which renders additional foothold necessary, and in every case where the slope is more than one vertical to four horizontal, to be provided with proper stepping laths which shall—

(i) be placed at suitable intervals; and

(ii) extend the full width of the ramp, except that they may be interrupted over a width of not more than nine inches to facilitate the movement of barrows;

(*b*) which is more than six feet six inches high to be provided on both sides with hand rails and toe-boards to comply in all respects with the provisions of subclause F (2) (*b*) (i) and (ii).

H. *Suspended Scaffolds*

No employer shall require or permit a suspended scaffold to be used unless—

(1) out-riggers are—

(*a*) of steel, and have a factor of safety of not less than four;

(*b*) properly supported, suitably spaced and securely anchored other than by weight, at the inner end;

(*c*) provided with a stop at the outer end, or other means, to prevent displacement of the rope;

(2) the platform is suspended by steel wire ropes the factor of safety of which is not less than ten based on the maximum load which each rope is required to support;

(3) winches or other hoisting appliances are so constructed and maintained as to prevent accidental movement of the platform and so situated that these are readily accessible for inspection and that the rope connection to the out-rigger is vertically above the platform attachment;

(4) the working platform is—

(*a*) not less than 18 inches and not more than 36 inches wide for light suspended scaffolds and not less than 36 inches wide for heavy suspended scaffolds;

(*b*) so suspended as to be as close as practicable to the structure on which work is being performed and secured at every working position to prevent relative horizontal movement between the platform and the structure;

(*c*) provided with substantial guard rails at least three feet and not more than three feet six inches above and on all sides of the platform except the side facing the structure; provided that in the case of a light suspended scaffold, guard rails, which may be not less than two feet six inches high, shall be provided on all sides of the platform.

(*d*) provided on all sides, with toe-boards which shall be not less than six inches high from the level of the platform and in the case of wood not less than one inch thick and which shall be so installed that no open space exists between the toe-board and the platform; provided that in the case of heavy suspended scaffolds the toe-boards facing the structure may be not less than two inches high from the level of the platform.

I. *Boatswain's Chair*

An employer shall cause every boatswain's chair or similar appliance to be securely suspended and to be of such construction as to prevent any occupant from falling therefrom.

J. *Cantilever and Jib Scaffolds*

No employer shall require or permit a cantilever or jib scaffold to be used unless—

(i) the out-riggers are of steel and have a factor of safety of not less than four;

(ii) it complies with the provisions of subclause F of this clause.

K. *Trestle Scaffolds*

No employer shall require or permit a trestle scaffold to be used which is more than ten feet high or which is constructed in more than two tiers.

G. *Oplope*

(1) Geen werkgewer mag vereis of toelaat dat 'n oploop geïnstalleer of gebruik word waarvan die helling een vertikaal tot een en 'n half horisontaal te bowe gaan nie.

(2) 'n Werkgewer moet toesien dat elke oploop—

(*a*) waarvan die helling bykomende vastrapplek nodig maak, en elke oploop waarvan die helling meer as een vertikaal tot vier horisontaal is, voorsien is van behoorlike traplatte wat—

(i) op geskikte afstande van mekaar geplaas moet word; en

(ii) oor die hele wydte van die oploop moet strek, behalwe dat dit onderbreek mag word deur 'n strook van hoogstens nege duim wyd, om die beweging van kruiwaens te vergemaklik;

(*b*) wat meer as ses voet ses duim hoog is, aan albei kante voorsien is van handrelings en stootstukke om in alle opsigte aan die bepalings van subklousule F (2) (*b*) (i) en (ii) te voldoen.

H. *Hangsteiers*

Geen werkgewer mag vereis of toelaat dat 'n hangsteier gebruik word nie, tensy—

(1) die uithouers—

(*a*) van staal is en 'n veiligheidsfaktor van minstens vier het;

(*b*) behoorlik gestut en gespasieer en stewig aan die binnenste ent geanker is op 'n ander wyse as met 'n gewig;

(*c*) by die buitenste ent van 'n steier of ander middele voorsien is om te verhoed dat die tou verskuif;

(2) die platform aan toue van staaldraad hang met 'n veiligheidsfaktor van minstens 10, gebaseer op die maksimum gewig wat elke tou moet dra;

(3) windasse en ander hystoestelle op so 'n wyse gebou en in stand gehou word dat dit toevallige beweging van die platform verhoed en op so 'n wyse geleë is dat dit geredelik vir inspeksiedoeleindes toeganklik is en dat die touverbinding met die kraanbalk vertikaal bokant die hegstuk van die platform is;

(4) die werkplatform—

(*a*) minstens 18 duim en hoogstens 36 duim wyd is wat ligte hangsteiers betref, en minstens 36 duim wyd wat swaar hangsteiers betref;

(*b*) op so 'n wyse hang dat dit so na as moontlik is aan die bouwerk waarop werk verrig word en by elke werkposisie vasgemaak word om relatiewe horisontale beweging tussen die platform en die bouwerk te verhoed;

(*c*) voorsien is van deeglike skutrelings, minstens drie voet en hoogstens drie voet ses duim bokant en aan al die kante van die platform, behalwe die kant wat op die bouwerk front: Met dien verstande dat in die geval van 'n ligte hangsteier, skutrelings wat minstens twee voet ses duim hoog is, aan alle kante van die platform aangebring moet word;

(*d*) aan alle kante voorsien is van stootstukke wat minstens ses duim hoog bokant die vlak van die platform moet uitsteek en in die geval van hout minstens een duim dik moet wees, en wat op so 'n wyse geïnstalleer moet word dat daar geen gaping tussen die stootstuk en die platform is nie: Met dien verstande dat in die geval van swaar hangsteiers die stootstukke wat op die bouwerk front, minstens twee duim hoog bokant die vlak van die platform moet uitsteek.

I. *Bootsmanstoel*

'n Werkgewer moet toesien dat elke bootsmanstoel of dergelike toestel stewig hang en só gemaak is dat 'n persoon wat daarin is, nie kan uitval nie.

J. *Vrydraer- en kraanarmsteiers*

Geen werkgewer mag vereis of toelaat dat 'n vrydraer- of kraanarmsteier gebruik word nie, tensy—

(i) die kraanbalke van staal is en 'n veiligheidsfaktor van minstens vier het;

(ii) dit voldoen aan die bepalings van subklousule F van hierdie klousule.

K. *Boksteiers*

Geen werkgewer mag vereis of toelaat dat 'n boksteier gebruik word wat meer as 10 voet hoog is of wat uit meer as twee verdiepings bestaan nie.

L. *Roof Work*

An employer shall provide, and cause to be used, suitable roof ladders or duck or crawling boards for persons required to work on any roof having a pitch of more than 34 degrees or on any roof which is covered or is to be covered with material through which a person is liable to fall; provided that suitable safety belts with an adequate length of rope attached to the structure may be used in place of roof ladders, duck or crawling boards on pitched roofs covered with non-fragile material.

M. *Demolition Work*

(1) The terms of this Agreement shall be observed in the work incidental thereto to be carried out unless such work is done by or under the constant personal supervision of a responsible person who has had at least two years' practical experience in the demolition of structures and who has been appointed specifically for that purpose. Joint general charge of demolition work shall in no case be exercised by two or more persons

(2) The responsible person shall ensure that—

(*a*) all electric, water, gas or other supply lines have been effectively disconnected from the source of supply before demolition work is commenced;

(*b*) no floor, roof or other part of the structure is so overloaded with debris or material as to render it unsafe;

(*c*) all practicable precautions are taken to avoid danger from collapse of the structure when any part of the framing of a framed or partly framed building is removed or when cutting reinforced concrete;

(*d*) precautions are taken by adequate shoring or by such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure.

N. *Builder's Hoists*

(1) An employer shall cause the tower of every builder's hoist—

(*a*) to be secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least three feet for overtravel;

(*b*) to be enclosed on all sides at the bottom, and at all floors where persons are liable to be struck by moving parts of the hoist, except on the side or sides giving access to the conveyance, with walls or other effective means, to a height of at least seven feet from the ground or floor level;

(*c*) to be provided with a door or gate at least five feet high at each landing.

(2) An employer shall ensure that—

(*a*) the conveyance and counterweight, if any, of every builder's hoist is guided throughout its travel by rigid guides;

(*b*) no suspension rope is used unless it is constructed of steel wire of good quality and manufacture and has a factor of safety of not less than six based on the maximum load it is required to support, provided that where persons are permitted to be conveyed in terms of paragraph (4) of this subclause the factor of safety shall be not less than ten;

(*c*) each suspension rope is free of joints and secured to the conveyance by splicing or suitable rope clamps or other means approved by an inspector;

(*d*) the suspension rope is securely attached to the drum and that at least two turns of rope remain on the drum at all times;

(*e*) the winding drum is provided with flanges to prevent the rope from slipping off and that the diameter of such drum, as well as any deflector pulley or sheave, is not less than 350 times the diameter of the largest outer wire in the rope;

(*f*) the hoist is provided with—

(i) an efficient brake by means of which the load can be effectively controlled and which will automatically stop the hoist when the devices referred to in paragraph (4) (*b*) operate;

(ii) an effective device on the operating lever so arranged as to prevent accidental movement of the lever;

L. *Dakwerk*

'n Werkgewer moet geskikte daklere of plankmatte of kruipplanke verskaf aan, en toesien dat dit gebruik word deur, persone van wie vereis word om werk te verrig op 'n dak met 'n helling van meer as 34 grade of op 'n dak wat bedek is met of wat bedek gaan word met materiaal waardeur 'n persoon maklik kan val: Met dien verstande dat geskikte veiligheidsgordels met 'n tou wat lank genoeg is, wat aan die bouwerk vasgemaak is, in plaas van daklere, plankmatte of kruipplanke, gebruik mag word op staandakke wat met nie-breekbare materiaal bedek is.

M. *Sloopwerk*

(1) Geen werkgewer mag vereis of toelaat dat sloopwerk of werk wat daarmee in verband staan, verrig word nie, tensy dié werk verrig word deur of onder die gedurige persoonlike toesig van 'n verantwoordelike persoon met minstens twee jaar praktiese ondervinding in die sloop van strukture en wat spesifiek vir daardie doel aangestel is. Twee of meer persone mag in geen omstandighede gesamentlik algemene beheer oor sloopwerk voer nie.

(2) Die verantwoordelike persoon moet verseker dat—

(*a*) alle elektriese, water-, gas- of ander toevoerlyne heeltemal van die toevoerbron gediskonnekteer is voordat sloopwerk begin;

(*b*) geen vloer, dak of ander deel van die struktuur so oorlaai is met puin of materiaal dat dit gevaarlik is nie;

(*c*) alle moontlike voorsorgsmaareëls getref word om die gevaar van 'n ineenstorting van die struktuur te vermy wanneer 'n deel van die raamwerk van 'n skeletgebou of 'n gebou wat gedeeltelik 'n skeletgebou is, verwyder word of wanneer gewapende beton gesny word;

(*d*) voorsorgsmaatreëls getref word deur voldoende skoring of dié ander maniere wat nodig mag wees om te voorkom dat 'n deel van die struktuur of aangrensende struktuur per ongeluk inmekaar stort.

N. *Bouershysers*

(1) 'n Werkgewer moet toesien dat die toring van elke bouershyser—

(*a*) aan die bouwerk vasgemaak of deur middel van ankertoue van staaldraad verspan is en dat die toring ver genoeg bokant die hoogste platform uitsteek om 'n vrye en onversperde ruimte van minstens drie voet te laat indien die hyser verby beweeg;

(*b*) op die bodem aan alle kante omsluit is asook op alle vloere waar persone moontlik deur bewegende dele van die hyser getref kan word, behalwe aan die kant of kante wat toegang tot die hyser verleen, met mure of ander doeltreffende middele tot 'n hoogte van minstens sewe voet van die grond- of vloervlak af;

(*c*) voorsien is van 'n deur of hek op elke platform wat minstens vyf voet hoog is.

(2) 'n Werkgewer moet verseker dat—

(*a*) die hyser en teengewig (as daar een is) van elke bouershyser deurgaans deur vaste leiers gelei word;

(*b*) geen hangtou gebruik word nie, tensy dit van staaldraad van goeie gehalte en fabrikaat gemaak is met 'n veiligheidsfaktor van minstens ses, gebaseer op die maksimum gewig wat dit moet dra: Met dien verstande dat waar persone toegelaat word om kragtens paragraaf (4) van hierdie subklousule vervoer te word, die veiligheidsfaktor minstens 10 moet wees;

(*c*) elke hangtou sonder laste is en aan die hyser vasgemaak is deur middel van splitslaswerk of geskikte touklampe of ander middele wat deur 'n inspekteur goedgekeur is;

(*d*) die hangtou stewig aan die trommel vasgemaak is en dat die tou altyd minstens twee keer om die trommel gedraai is;

(*e*) die toutrommel van flense voorsien is om te voorkom dat die tou afgly, en dat die deursnee van so 'n trommel, sowel as dié van 'n deflektorkatrol of katrolwiel, minstens 350 keer groter is as die deursnee van die grootste buitedraad in die tou;

(*f*) die hyser voorsien is van—

(i) 'n doeltreffende rem waarmee die vrag doeltreffend beheer kan word, en wat die hyser outomaties sal stop wanneer die toestelle, bedoel in paragraaf (4) (*b*), in werking is;

(ii) 'n doeltreffetnde toestel op die werkhefboom wat so 'n wyse opgestel is dat dit verhoed dat die hefboom per ongeluk beweeg;

(*g*) effective arrangements are made for clear signals for the operation of the hoist to be given from each landing at which the hoist is being used;
(*h*) the conveyance is so constructed as to prevent material from falling out.

(3) No employer shall require or permit and no person shall cause trucks, barrows or material to be conveyed on or in the conveyance unless such trucks, barrows or material are so secured or contained that displacement cannot take place during conveyance.

(4) No employer shall require or permit any person to and no person shall ride on a builder's hoist unless—
(*a*) such hoist is provided with a cage enclosed on all sides which are not entrances, and covered with a substantial roof;
(*b*) it is provided with suitable automatic devices which will prevent the cage from being raised beyond the safe limit and will ensure that the cage comes to rest above the lowest point to which the cage can travel;
(*c*) the doors or gates required to be provided in terms of paragraph (1) (*c*) are so arranged that the hoist cannot be moved whilst any door or gate is open;
(*d*) the speed of the cage does not exceed 120 feet per minute;
(*e*) control of the hoist, whilst persons are being conveyed, is from the cage only;
(*f*) such person is engaged on the construction of the structure in connection with which the hoist is being used;
(*g*) permission for the use thereof has been obtained from the inspector in writing.

(5) An employer shall cause every builder's hoist to be inspected at least once every week by a person who has had at least one year's experience in the erection and maintenance of builder's hoists or similar work and who shall examine the entire hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices and who shall enter and sign the result of each such inspection in a record book which shall be retained by the builder for inspection by an inspector at any time. If, as a result of any examination any weakness or defect is found, such weakness or defect shall be reported immediately to the builder and the hoist shall not be used until such weakness or defect has been rectified.

O. *Excavations*

(1) An employer shall cause every excavation which is accessible to the public or which is adjacent to public roads, or thoroughfares or whereby the safety of persons may be endangered to be—
(*a*) adequately protected by a barrier or fence at least two feet high and as close to the excavation as practicable;
(*b*) provided with red warning lights at night.

(2) No employer shall, except for the purpose of erecting, shoring or bracing, require or permit any person to, and no person shall, work in an excavation under supported overhanging material or in an excavation which is more than five feet deep and which has not been adequately shored and braced; provided that shoring and bracing shall not be necessary where the sides of the excavation are sloped to at least the angle of repose of the earth or where such excavation is in solid rock.

(3) An employer shall cause all shoring and bracing to be supported by cross-braces of adequate strength, cleated and wedged into position or secured by other suitable means. Where the width of the excavation is such that cross-bracing is not possible, supporting braces shall bear against footings so arranged as to prevent the braces from kicking out.

(4) An employer shall ensure that the shoring and bracing is of sufficient strength to support all excavated or other material, equipment or other loads.

(5) An employer shall ensure that all excavated or other material and equipment is prevented from falling into the excavation.

(6) An employer shall cause convenient and safe means of access to be provided to every excavation in which persons are required to work and which is more than five feet deep; provided that where an excavation is longer than 150 feet a safe means of access shall be provided at intervals of not more than 150 feet.

(7) An employer shall ascertain as far as practicable the location and nature of underground services likely to be affected by the excavation and take such steps as may be necessary to prevent danger to persons.

(8) Where the stability of a structure is likely to be affected by an excavation, adequate steps shall be taken to ensure the stability of the structure and every employer shall take such steps as are necessary to ensure the safety of persons.

(*g*) doelmatige reëlings getref word dat duidelike seine gegee word vir die werking van die hyser op elke platform waar die hyser gebruik word;
(*h*) die hyser op so 'n wyse gemaak is dat materiaal nie kan uitval nie;

(3) Geen werkgewer mag vereis of toelaat dat, en niemand mag dit bewerkstellig dat stootwaens, kruiwaens of materiaal op of in die hyser vervoer word nie, tensy dié stootwaens, kruiwaens of materiaal op so 'n wyse vasgemaak of gepak is dat dit nie kan verskuif wanneer die hyser beweeg nie.

(4) Geen werkgewer mag van enigeen vereis of hom toelaat om, en geeneen word toegelaat om op 'n bouershyser te ry nie, tensy—
(*a*) so 'n hyser voorsien is van 'n kooi wat aan alle kante wat nie ingange is nie, omsluit en met 'n soliede dak bedek is;
(*b*) dit voorsien is van geskikte outomatiese toestelle wat sal verhoed dat die hok bokant die veiligheidsgrens gelig word en sal verseker dat die hok bokant die laagste punt waartoe die hok kan daal, tot stilstand kom;
(*c*) die deure of hekke waarvan dit ingevolge paragraaf (1) (*c*) voorsien moet wees, só opgestel is dat die hyser nie beweeg kan word terwyl 'n deur of hek oop is nie;
(*d*) die hok nie vinniger as 120 voet per minuut beweeg nie;
(*e*) die hyser, terwyl persone daarin vervoer word, slegs vanuit die hok beheer kan word;
(*f*) so 'n persoon werksaam is by die oprigting van die bouwerk ten opsigte waarvan die hyser gebruik word;
(*g*) skriftelike toestemming vir die gebruik daarvan van die inspekteur verkry is.

(5) 'n Werkgewer moet elke bouershyser minstens een keer per week laat ondersoek deur 'n persoon met minstens een jaar ondervinding in die oprigting en instandhouding van bouershysers of dergelike werk, wat die hele hyser moet ondersoek, met inbegrip van leiers, toue en hul verbindings, trommels, katrolwiele of katrolle en alle veiligheidstoestelle wat die resultaat van elke sodanige ondersoek in 'n verslagboek moet aanteken en die aantekening moet onderteken. Die bouer moet die verslagboek in sy besit hou om te eniger tyd aan 'n inspekteur vir inspeksiedoeleindes te toon. Indien 'n swak plek of fout gedurende 'n ondersoek gevind word, moet so 'n swak plek of fout onmiddellik aan die bouer gerapporteer word en die hyser mag nie gebruik word nie totdat so 'n swak plek of fout herstel is.

O. *Uitgrawings*

(1) 'n Werkgewer moet toesien dat elke uitgrawing wat vir die publiek toeganklik is of wat grens aan openbare paaie of deurgange of wat die veiligheid van persone kan bedreig,—
(*a*) voldoende deur 'n versperring of heining beskerm word, wat minstens twee voet hoog en so na aan die uitgrawing as moontlik is;
(*b*) snags van rooi waarskuwingsligte voorsien is.

(2) Geen werknemer mag, behalwe vir doeleindes van oprigting, skoring of verspanning, van enigeen vereis of hom toelaat om, en geeneen word toegelaat om te werk in 'n uitgrawing onder oorhangende materiaal wat gestut word, of in 'n uitgrawing wat meer as vyf voet diep is, wat nie voldoende geskoor en verspan is nie: Met dien verstande dat skoring en verspanning nie nodig is nie waar die kante van die uitgrawing dieselfde helling as die rushoek van die aarde het of waar so 'n uitgrawing in soliede rots is.

(3) 'n Werkgewer moet alle skoring en verspanstukke laat stut met kruisverspanstukke wat sterk genoeg is en wat in posisie geklamp en gewig of op ander geskikte maniere vasgemaak moet word. Waar die uitgrawing so wyd is dat kruisverspanning onmoontlik is, moet die verspanstukke teen stutlae rus wat opgestel is om te verhoed dat die verspanstukke uitskop.

(4) 'n Werkgewer moet verseker dat die skoring en verspanstukke sterk genoeg is om al die uitgegrawe of ander materiaal, uitrusting of ander laste te dra.

(5) 'n Werkgewer moet verseker dat daar verhoed word dat uitgegrawe of ander materiaal en uitrusting in die uitgrawing inval.

(6) 'n Werkgewer moet toesien dat gerieflike en veilige toegang verskaf word tot elke uitgrawing waarin persone werk moet verrig en wat meer as vyf voet diep is: Met dien verstande dat waar 'n uitgrawing langer as 150 voet is, 'n veilige toegang op afstande van hoogstens 150 voet van mekaar verskaf moet word.

(7) 'n Werkgewer moet sover moontlik vasstel wat die ligging en aard is van ondergrondse dienste wat moontlik deur die uitgrawing geraak kan word en moet die nodige stappe doen om gevaar vir persone te voorkom.

(8) Waar die stewigheid van 'n struktuur moontlik deur 'n uitgrawing geraak kan word, moet paslike stappe gedoen word om die stabiliteit van die struktuur te verseker en elke werkgewer moet die nodige stappe doen om die veiligheid van persone te verseker.

(9) An employer shall cause every excavation which is more than five feet deep, including all bracing and shoring, to be inspected by a person who is competent to do so, at least once in every shift and before the commencement of work after rain, to ensure the safety of persons.

P. *Protective Clothing and Appliances*

An employer shall provide free of charge and maintain in good condition adequate protective clothing, appliances and material including, where necessary, safety belts, safety helmets, goggles, gloves or footwear, to any person who is exposed to the danger of falling, or to danger from falling or flying objects, or who is exposed to wet or dusty work which may be injurious to health, or to any person where required by an inspector.

28. FIRST-AID EQUIPMENT

(1) Each employer shall provide on all jobs and in all workshops, and maintain in good condition a satisfactory equipped first-aid box, made of wood, metal or plastic or any composition thereof, fitted with a suitable door or lid to ensure cleanliness.

(2) On all jobs and in all workshops where more than one hundred persons are employed, an additional box for every additional one hundred persons shall be provided. The number of first-aid boxes shall be calculated on the largest number of persons employed at any one time and any fraction of 100 shall be reckoned as 100.

(3) Each first-aid box shall contain suitable appliances and requisites in accordance with the nature of the activities carried on, and such minimum items of equipment as may from time to time be prescribed by the Council.

(4) Nothing except appliances and requisites for first-aid shall be kept in first-aid boxes.

(5) Each first-aid box shall be kept in a place readily accessible in case of accident, and there shall be at least one such box on each floor of the building, if the Council so requires.

(6) A notice shall be fixed in a prominent and accessible place indicating where a first-aid box is placed and the name of the person in charge of such box.

29. WET WEATHER SHELTER

At any site where building operations are being carried on an employer shall provide suitable accommodation in which employees may take shelter during wet weather.

30. SANITARY ACCOMMODATION

(1) An employer shall provide proper and adequate sanitary accommodation on each job for Whites and non-Whites separately and shall maintain it in a clean state at all times.

(2) Sanitary accommodation shall in all instances conform to the requirements of the relative municipal by-laws.

31. REFRESHMENTS

(1) Every employer shall provide on all contract sites and working premises, a person for the preparation of tea in the morning, at noon and in the afternoon.

(2) An employee shall not leave the position where he is working for the purpose of partaking of tea in the morning or the afternoon.

32. ADMINISTRATION AND CONTROL OF FUNDS

In respect of the financial control and/or dissolution or winding-up of the funds referred to in clauses 34, 35 and 36, the following conditions shall *mutatis mutandis* apply in respect of each fund:—

(1) All moneys accruing to such funds shall be deposited in a banking account opened in the name of the relevant fund and all moneys received shall be deposited therein within three days of the date of receipt.

(2) (*a*) Any amount held by the Council to the credit of a fund may be invested from time to time in—
- (i) Stock of the Government of the Republic of South Africa or Local Government Stock;
- (ii) National Savings Certificates;
- (iii) Post Office Savings Accounts or Certificates;
- (iv) Savings Accounts, permanent shares or fixed deposits in building societies or banks; or
- (v) any other manner approved by the Registrar.

(*b*) If at any time the amount to the credit of the Sick Fund or Medical Aid Fund drops below R20,000.00, payment of benefits shall cease and shall not be resumed until the amount to the credit of—

(9) 'n Werkgewer moet toesien dat elke uitgrawing wat meer as vyf voet diep is, met inbegrip van alle verspanning en skoring, minstens een keer elke skof en voor die aanvang van werk na reën ondersoek word deur 'n persoon wat bevoeg is om dit te doen, ten einde die veiligheid van persone te verseker.

P. *Beskermende Klere en Toestelle*

'n Werkgewer moet aan alle persone wat aan die gevaar blootgestel is om te val of wat aan gevaar weens vallende of vlieënde voorwerpe blootgestel is, of wat werk doen waar hy blootgestel is aan nat of stowwerige werk wat sy gesondheid kan benadeel, of aan enigeen indien 'n inspekteur dit vereis, doelmatige beskermende klere, toestelle en materiaal, met inbegrip van veiligheidsgordels, veiligheidhelms, skermbrille, handskoene of skoeisel, kosteloos verskaf en in 'n goeie toestand hou.

28. EERSTEHULPUITRUSTING

(1) Elke werkgewer moet by alle werkplekke en in alle werkwinkels 'n eerstehulpkas verskaf wat bevredigend toegerus is en in 'n goeie toestand gehou word. Die eerstehulpkas moet van hout, metaal of plastiek of 'n samestelling daarvan gemaak wees en daar moet 'n geskikte deur of deksel aan wees om te verseker dat dit skoon bly.

(2) Daar moet by alle werkplekke en in alle werkwinkels waar meer as 100 persone werk, 'n bykomende kas vir elke bykomende 100 persone verskaf word. Die getal eerstehulpkaste word bereken op die grootste getal persone wat op een bepaalde tydstip in diens is en 'n deel van 100 word as 100 gereken.

(3) Elke eerstehulpkas moet geskikte toestelle en benodigdhede bevat na gelang van die aard van die werksaamhede wat verrig word, asook dié minimum uitrusting wat die Raad van tyd tot tyd mag voorskryf.

(4) Niks behalwe toestelle en benodigdhede vir eerstehulp mag in eerstehulpkaste gehou word nie.

(5) Elke eerstehulpkas moet gehou word op 'n plek wat geredelik toeganklik is in geval van 'n ongeluk, en daar moet minstens een sodanige kas op elke vloer van die gebou wees indien die Raad dit vereis.

(6) 'n Kennisgewing, wat aandui dat daar 'n eerstehulpkas geleë is asook die naam van die persoon wat vir so 'n kas verantwoordelik is, moet op 'n opvallende en toeganklike plek geplak word.

29. NATWEERSKUILING

'n Werkgewer moet op alle terreine waar bouwerksaamhede verrig word, geskikte akkommodasie verskaf waarin werknemers gedurende nat weer kan skuil.

30. SANITÊRE GERIEWE

(1) 'n Werkgewer moet behoorlike en voldoende sanitêre geriewe by elke werkplek verskaf vir Blankes en nie-Blankes afsonderlik, en moet dit altyd skoon hou.

(2) Sanitêre geriewe moet altyd aan die vereistes van die betrokke munisipale verordeninge voldoen.

31. VERVERSINGS

(1) Elke werkgewer moet by alle kontrakterreine en werkpersele iemand aansê om tee in die oggend, middag en namiddag te maak.

(2) 'n Werknemer mag nie sy werkplek in die oggend of namiddag verlaat om tee te drink nie.

32. ADMINISTRASIE EN BEHEER VAN FONDSE

Die volgende voorwaardes is *mutatis mutandis* van toepassing ten opsigte van die finansiële beheer en/of ontbinding of likwidasie van elkeen van die Fondse bedoel in klousules 34, 35 en 36:

(1) Alle geld wat dié Fondse toeval, moet in 'n bankrekening gedeponeer word wat op die naam van die betrokke Fonds geopen word en alle geld wat ontvang word, moet binne drie dae ná die ontvangsdatum daarin gedeponeer word.

(2) (*a*) Die Raad mag 'n bedrag wat hy in die kredit van die Fonds hou, van tyd tot tyd belê in—
- (i) effekte van die Regering van die Republiek van Suid-Afrika of plaaslike besture;
- (ii) Nasionale Spaarsertifikate;
- (iii) Posspaarbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito in bouverenigings of banke; of
- (v) op enige ander wyse wat deur die Registrateur goedgekeur word.

(*b*) Indien die bedrag in die kredit van die Siekefonds of Mediese Bystandfonds te eniger tyd tot onder R20,000 daal, word die betaling van bystand gestaak en nie hervat nie voordat die bedrag in die kredit van—

(i) the Sick Fund exceeds R30,000.00; and
(ii) the Medical Aid Fund exceeds R40,000.00.

Upon payment of benefits being resumed, claims shall be met in the order in which they were received.

(3) Any interest accruing from the investments of the Sick Fund and the Medical Aid Fund shall be the sole property of the relevant fund and any interest accruing from the investments of the Holiday Fund shall be the sole property of the Council as recompense for the administration of the Holiday Fund. No employer or employee shall have any claim in respect of such interest, nor shall they be responsible for any contributions towards the expenses of administering the Funds.

(4) The Council shall cause full and true accounts of each of the Funds to be kept and shall cause to be prepared an annual account for the period ending on the 31st December of each year of all revenue and expenditure of the funds and a statement showing their assets and liabilities. Every such account and statement shall be certified by the auditors of the Council who shall be public accountants, and shall be countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Industrial Registrar together with any report made thereon by the auditors. A copy of the annual accounts and balance sheets shall be available for inspection by the members of the funds.

(5) (*a*) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Holiday Fund shall continue to be administered by the Council until it is either liquidated, in the manner set forth in subclause (7) (*a*) of this clause, or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(*b*) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Sick Fund and the Medical Aid Fund not being negotiated within a period of 12 months from the date of such expiry or the funds not being transferred by the Council within such period to any other funds constituted for the same purpose as that for which the original funds were created, the funds shall be liquidated, in the manner set forth in subclause (7) (*b*) of this clause, by the Management Committee in office at the time. The funds shall during the said period of 12 months or until such time as they are transferred to any other funds referred to above, be administered by the Management Committee in office at the time.

(6) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation of both sides to administer the Holiday Fund while the Sick Fund and Medical Aid Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on any committee may be filled by the Registrar from employers and employees, as the case may be, so as to ensure an equality of employer and employee representatives on that committee. In the event of any such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence, the funds shall be liquidated upon the expiry of this Agreement by the committee functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (7) of this clause, and if upon the expiration of this Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the funds shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(7) (*a*) Upon liquidation of the Holiday Fund in terms of subclauses (5) (*a*) and (6) of this clause, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(*b*) Upon liquidation of the Sick Fund and Medical Aid Fund in terms of subclauses (5) (*b*) and (6) of this clause, the provisions of clause 13 of the Council's Constitution shall *mutatis mutandis* apply.

(i) die Siekefonds meer as R30,000 is; en
(ii) die Mediese Bystandfonds meer as R40,000 is.

Sodra die betaling van bystand weer hervat word, moet die eise betaal word in die volgorde waarin hulle ontvang is.

(3) Alle rente op die beleggings van die Siekefonds en die Mediese Bystandfonds is die eiendom van die betrokke fonds alleen en alle rente op die belegging van die Vakansiefonds is die eiendom van die Raad alleen as beloning vir die administrasie van die Vakansiefonds. Geen werkgewer of werknemer het enige aanspraak op dié rente nie, en is hulle ook nie verantwoordelik vir bydraes tot die uitgawes van die Fondse se administrasie nie.

(4) Die Raad moet toesien dat volledige en korrekte rekenings van elk van die Fondse bygehou word en dat 'n jaarlikse rekening vir die tydperk eindigende 31 Desember elke jaar opgestel word ten opsigte van alle inkomste en uitgawes van die Fondse asook 'n staat wat hul bates en laste toon. Elke sodanige rekening en staat moet deur die ouditeurs van die Raad (wat openbare rekenmeesters moet wees) gesertifiseer word en moet deur die Voorsitter van die Raad mede-onderteken word en binne drie maande ná die einde van die tydperk wat daardeur gedek word, aan die Nywerheidsregistrateur gestuur word tesame met 'n verslag van die ouditeurs daaroor. 'n Kopie van die jaarlikse rekenings en balansstate moet beskikbaar wees vir insae deur lede van die Fondse.

(5) (*a*) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om 'n ander rede gestaak word, moet die Vakansiefonds nog deur die Raad geadministreer word totdat dit òf gelikwideer word op die wyse uiteengesit in subklousule (7) (*a*) van hierdie klousule, òf deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike fonds in die lewe geroep is.

(*b*) By verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en indien geen daaropvolgende Ooreenkoms vir die voortsetting van die Siekefonds en Mediese Bystandfonds nie aangegaan word binne 12 maande vanaf die datum van sodanige verstryking, of indien die Raad nie die Fondse binne sodanige tydperk na ander fondse oordra wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike fonds geskep was nie, moet die Bestuurskomitee wat op daardie tydstip diens doen, die Fondse likwideer op die wyse uiteengesit in subklousule (7) (*b*) van hierdie klousule. Die Bestuurskomitee wat op daardie tydstip diens doen, moet die Fondse administreer gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit na ander fondse soos hierbo bedoel, oorgedra word.

(6) Ingeval die Raad ontbind of ophou om te funksioneer gedurende 'n tydperk waarin die Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, mag die Nywerheidsregistrateur 'n komitee van werkgewers en werknemers in die Nywerheid aanstel op 'n grondslag van gelyke verteenwoordiging van albei partye om die Vakansiefonds te administreer, terwyl die Siekefonds en Mediese Bystandfonds steeds deur die Bestuurskomitee wat op daardie tydstip diens doen, geadministreer moet word. Vakatures wat in die komitee ontstaan, mag deur die Registrateur gevul word uit die werkgewers en werknemers, na gelang van die geval, om te verseker dat daar 'n gelyke getal verteenwoordigers van die werkgewers en werknemers in die komitee is. Indien so 'n komitee nie sy pligte kan of wil uitvoer nie, of 'n dooie punt ontstaan wat die administrasie van die fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee te vervul en dié trustee beskik dan vir dié doel oor al die bevoegdhede van die komitee. Indien daar geen Raad bestaan nie, moet die komitee wat ingevolge hierdie subklousule funksioneer of die trustee of trustees, na gelang van die geval, die fonds likwideer op die wyse uiteengesit in subklousule (7) van hierdie klousule, en as die sake van die Raad by verstryking van hierdie Ooreenkoms reeds gelikwideer en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig die bepalings van artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(7) (*a*) By likwidasie van die Vakansiefonds ooreenkomstig subklousules (5) (*a*) en (6) van hierdie klousule, moet die geld wat nog in die kredit van die Fonds staan ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiekoste, in die algemene fondse van die Raad gestort word.

(*b*) By likwidasie van die Siekefonds en Mediese Bystandfonds ooreenkomstig subklousule (5) (*b*) en (6) van hierdie klousule, is die bepalings van klousule 13 van die Raad se konstitusie *mutatis mutandis* van toepassing.

33. Expenses of the Council

(1) The amounts paid or payable by employers in terms of clause 23 (1) (*e*) of this Agreement and subclause (2) hereof shall accrue to the general funds of the Council, which funds shall be vested in and administered by the Council.

(2) Subject to the provisions of subclause (3) hereof, every employer shall pay weekly to the Secretary of the Council an amount of six cents in respect of each of his employees for whom wages are prescribed in paragraphs (*b*), (*c*), (*d*), (*e*), (*f*), (*g*), (*h*) and (*i*) of clause 17 (1); provided that—

(*a*) no payment shall be made in respect of an employee who has worked for an employer for less than twelve hours in any week;

(*b*) where an employee is employed by two or more employers during the same week the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than twelve hours;

(3) An employer may deduct week by week from the earnings of each of his employees referred to in subclause (2) an amount of three cents; provided that—

(*a*) not more than one such deduction shall be made from the earnings of an employee in any week;

(*b*) no deduction shall be made from the earnings of an employee who has worked for an employer for less than twelve hours in any week;

(*c*) where an employee is employed by two or more employers during the same week the deduction in respect of that week shall be made by the employer by whom he was first employed during that week for not less than twelve hours.

34. Building Industry Holiday Fund

(1) *Continuation.*—The operation of the Fund established under Government Notice No. 1926 dated the 20th November, 1959, and known as the "Building Industry Holiday Fund" (hereinafter referred to as "The Holiday Fund" or "The Fund") is hereby continued.

(2) *Contributions.*—Subject to the provisions of clause 32, the amounts paid or payable by employers to the Secretary of the Council in terms of clause 23 (1) (*a*) and by the Sick Fund in terms of clause (2) (*a*) (i) of the Schedule to clause 35 (10) shall be paid by the Council into the Building Industry Holiday Fund and shall be applied for the purpose and in the manner hereinafter set out.

(3) *Administration of the Holiday Fund.*—The Holiday Fund shall be administered by the Council.

(4) *Assessment and payment of Holiday Pay.*—As early as possible after the first pay day in November of each year, and not later than one week thereafter, each employee shall deposit with the Secretary of the Council the contribution book obtained by him in terms of clause 23 (10). The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed to his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period referred to in clause 20 (1) (*a*), less payments, if any, made by the Council in terms of subclause (9) hereof. Unless otherwise authorized by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognized.

(5) Payment for the Day of the Covenant, Christmas Day and New Year's Day is included in the payment referred to in subclause (4).

(6) *Unclaimed Holiday Pay.*—Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorize payment thereof.

(7) The Council shall not be liable to make payment in terms of subclause (4) of this clause in respect of any vouchers issued to employees in terms of clause 23 (9) or clause (2) (*a*) (i) of the Schedule to clause 35 (10) unless—

(*a*) such vouchers are affixed in a contribution book obtained from the Council in terms of clause 23 (10); and

(*b*) such book is deposited with the Secretary of the Council before the commencement of the holiday period referred to in clause 20 (1) (*a*); provided that the Council may authorize payment to any employee who has not lodged his contribution book by such date.

33. Uitgawes van die Raad

(1) Die bedrae wat werkgewers ingevolge klousule 23 (1) (*e*) van hierdie Ooreenkoms en subklousule (2) hiervan betaal of deur hulle betaalbaar is, val die algemene fondse van die Raad toe en dié fondse berus by en word geadministreer deur die Raad.

(2) Behoudens die bepalings van subklousule (3) hiervan, moet elke werkgewer elke week 'n bedrag van 6c aan die Sekretaris van die Raad betaal ten opsigte van elk van sy werknemers vir wie lone in paragrawe (*b*), (*c*), (*d*), (*e*), (*f*), (*g*), (*h*) en (*i*) van klousule 17 (1) voorgeskryf word: Met dien verstande dat—

(*a*) geen betaling geskied ten opsigte van 'n werknemer wat minder as 12 uur in 'n week vir 'n werkgewer gewerk het nie;

(*b*) waar 'n werknemer gedurende dieselfde week by twee of meer werknemers in diens was, die werkgewer by wie hy die eerste gedurende daardie week minstens 12 uur lank in diens was, die bedrag ten opsigte van daardie week moet betaal;

(3) 'n Werkgewer mag elke week 'n bedrag van 3c van die verdienste van elk van sy werknemers, bedoel in subklousule (2), aftrek: Met dien verstande dat—

(*a*) dié bedrag hoogstens een keer per week van die verdienste van 'n werknemer afgetrek mag word;

(*b*) geen bedrag afgetrek mag word van die verdienste van 'n werknemer wat minder as 12 uur in 'n week vir 'n werkgewer gewerk het nie;

(*c*) waar 'n werknemer by twee of meer werkgewers gedurende dieselfde week in diens is, die bedrag ten opsigte van daardie week afgetrek moet word deur die werkgewer by wie hy eerste gedurende daardie week vir minstens 12 uur in diens was.

34. Vakansiefonds van die Bounywerheid

(1) *Voortsetting.*—Die Fonds gestig by Goewermentskennisgewing No. 1926 van 20 November 1959 en bekend as die „Vakansiefonds vir die Bounywerheid" (hieronder die „Vakansiefonds" of „Fonds" genoem) word hierby voortgesit.

(2) *Bydraes.*—Behoudens die bepalings van klousule 32, moet die bedrae wat werkgewers betaal of deur hulle betaalbaar is aan die Sekretaris van die Raad ingevolge klousule 23 (1) (*a*) en deur die Siekefonds ingevolge klousule 2 (*a*) (i) van die bylae tot klousule 35 (10), deur die Raad in die Vakansiefonds vir die Bounywerheid gestort word en dié bedrae moet bestee word vir die doel en op die wyse wat hieronder uiteengesit word.

(3) *Administrasie van die Vakansiefonds.*—Die Vakansiefonds word deur die Raad geadministreer.

(4) *Berekening en betaling van vakansiebesoldiging.*—Elke werknemer moet so vroeg moontlik ná die eerste betaaldag in November elke jaar en nie later as 'n week daarna nie, die bydraeboek wat hy kragtens klousule 23 (10) gekry het, by die Sekretaris van die Raad indien. Die Raad moet die bedrag bepaal wat aan die werknemer verskuldig is. Hierdie bedrag word aangedui deur die bates van die bewyse wat in die werknemer se bydraeboek geplak is. Die Raad moet dié bedrag aan die werknemer betaal op 'n datum wat die Raad vasstel, maar in elk geval vóór of op die dag voor die aanvang van die vakansietydperk, nadat bedrae (as daar is) wat die Raad ingevolge klousule 20 (1) (*a*) hiervan betaal het, afgetrek is. Tensy die Raad anders gelas, moet betalings per tjek ten gunste van die werknemer geskied, en geen bevel of magtiging om dit aan 'n ander persoon te betaal, word erken nie.

(5) Betaling vir Geloftedag, Kersdag en Nuwejaarsdag is ingesluit in die betaling bedoel in subklousule (4).

(6) *Onopgeëiste vakansiebesoldiging.*—Indien 'n werknemer versuim om sy vakansiebesoldiging te eis binne 'n tydperk van ses maande vanaf die datum waarop dié tydperk begin, word dit verbeur en val dit die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling oorweeg wat ná genoemde tydperk ingedien word en hy mag na goedvinde magtiging daartoe verleen.

(7) Die Raad is nie aanspreeklik daarvoor om bedrae te betaal ingevolge subklousule (4) van hierdie klousule ten opsigte van bewyse uitgereik aan werknemers ingevolge klousule 23 (9) of klousule (2) (*a*) (i) van die bylae tot klousule 35 (10) nie, tensy—

(*a*) dié bewyse in 'n bydraeboek geplak is wat van die Raad ingevolge klousule 23 (10) verkry is; en

(*b*) so 'n boek voor die begin van die vakansietydperk, bedoel in klousule 20 (1) (*a*), by die Sekretaris van die Raad ingedien word: Met dien verstande dat die Raad magtiging mag verleen vir betaling aan 'n werknemer wat nie sy bydraeboek teen dié datum ingedien het nie.

(8) Subject to the provisions of subclause (9) of this clause, an employee shall not be entitled to claim payment for any vouchers issued to him until the day prescribed by the Council in terms of subclause (4) of this clause. The Council shall, however, have the right to authorize such payment if in its discretion it is considered advisable to do so. In the case of death of an employee the amount due to him from the Fund shall be paid to his Estate by cheque drawn in favour of such Estate, upon his contribution book being lodged with the Secretary of the Council.

(9) *Payment for Public Holidays. (Good Friday, Easter Monday, Ascension Day and Republic Day)*:

(*a*) Each contribution book issued by the Council to employees for whom wages are prescribed in clause 17 (1) (*a*) shall contain detachable coupons for payment in respect of Good Friday, Easter Monday, Ascension Day and Republic Day.

(*b*) The coupon shall be in such form as the Council may decide and each coupon shall bear a number corresponding to the number of the employee's contribution book, and shall stipulate the amount to be paid to the employee in respect of one day's pay and the minimum number of vouchers that must be affixed in the contribution book to entitle the employee to payment in respect of such coupon.

(*c*) (i) On the pay day for the week in which the public holiday falls, an employer shall pay to the employee the amount stipulated on the coupon referred to in paragraph (*a*), subject to the employee surrendering to the employer at least two working days before the relevant pay day the appropriate coupon, duly signed by such employee.

(ii) Provided that an employer lodges the relevant coupon, fully completed, with the Secretary of the Council within 30 days of the relevant public holiday, he shall be entitled to recover from the Council any payment made by him in terms of subparagraph (i) hereof.

(iii) An employer shall not be entitled to a refund of the amount paid in terms of subparagraph (i) hereof if the employee concerned has no vouchers in his contribution book, and in the event of the amount paid by the employer to the employee being in excess of the value of the vouchers in his contribution book, the employer shall be refunded only the actual value of such vouchers.

(10) *Benefits may not be assigned, charged or set-off.*—Benefits provided by the Fund shall not—

(*a*) be capable of being assigned or charged;

(*b*) be attached by the order of any court;

(*c*) be set-off against any debt due by the employee entitled to such benefits.

35. Building Industry Sick Fund

(1) *Establishment of Fund.*—There is hereby established a fund which shall be known as the "Building Industry Sick Fund" (hereinafter referred to as "The Sick Fund" or "The Fund"), which shall consist of—

(*a*) the moneys transferred to the Fund in terms of clause 36 (5);

(*b*) the contributions paid or payable by employers to the Secretary of the Council in terms of clauses 23 (1) (*c*) and 23 (1) (*h*) and clause (2) (*a*) (i) of the Schedule to subclause (10) of this clause;

(*c*) any interest from investments of the Fund; and

(*d*) any other sums to which the Fund may become entitled.

(2) *Objects.*—The objects of the Sick Fund shall be—

(*a*) to recompense members for loss of earnings arising out of sickness or accident;

(*b*) to provide gratuities and/or annuities for members in the case of permanent disability;

(*c*) to compensate employees for the loss of their tools by theft from lock-ups and workshops; provided that if an employee loses his tools due to the acts or omissions described in clause 25 (2) of this Agreement, the employer of such employee shall be responsible for the total value of such lost tools.

(3) *Application of Fund.*—The Fund shall, subject to the provisions of this clause and of clause 32, be under the control of a management committee appointed by the Council in terms of subclause (5) hereof and its moneys shall be applied by the management committee to—

(8) Behoudens die bepalings van subklousule (9) van hierdie klousule, is 'n werknemer nie daarop geregtig nie om betaling te eis vir bewyse wat aan hom uitgereik is vóór die dag wat die Raad ingevolge subklousule (4) van hierdie klousule voorskryf. Die Raad het egter die bevoegdheid om magtiging vir dié betaling te verleen indien hy dit na goedvinde gerade ag. Indien 'n werknemer te sterwe kom, moet die bedrag uit die Fonds wat aan hom verskuldig is, in sy boedel inbetaal word met 'n tjek wat ten gunste van dié boedel getrek is, nadat sy bydraeboek by die Sekretaris van die Raad ingedien is.

(9) *Betaling vir openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartdag en Republiekdag)*:

(*a*) Elke bydraeboek wat die Raad uitreik aan werknemers vir wie lone in klousule 17 (1) (*a*) voorgeskryf word, moet koepons, wat uitgeskeur kan word, bevat vir betaling ten opsigte van Goeie Vrydag, Paasmaandag, Hemelvaartdag en Republiekdag.

(*b*) Die koepons moet in dié vorm wees waaroor die Raad mag besluit en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se bydraeboek, en moet die bedrag vasstel wat aan die werknemer betaal moet word ten opsigte van betaling vir een dag, asook die minimum getal bewyse wat in die bydraeboek geplak moet word voordat die werknemer op betaling ten opsigte van so 'n koepon geregtig is.

(*c*) (i) 'n Werkgewer moet 'n werknemer op die betaaldag vir die week waarin die openbare vakansiedag val, die bedrag betaal wat aangedui word op die koepon bedoel in paragraaf (*a*), met die voorbehoud dat die werknemer minstens twee werkdae vóór die betrokke betaaldag die toepaslike koepon, behoorlik deur so 'n werknemer geteken, aan die werkgewer moet oorhandig.

(ii) 'n Werkgewer is daarop geregtig om alle bedrae wat hy ingevolge subparagraaf (1) betaal het, op die Raad te verhaal: Met dien verstande dat die werkgewer die betrokke koepon, behoorlik ingevul, binne 30 dae ná die betrokke openbare vakansiedag by die Sekretaris van die Raad moet indien.

(iii) 'n Werkgewer is nie geregtig op terugbetaling van die bedrag wat ingevolge subparagraaf (i) hiervan betaal is nie indien die betrokke werknemer geen bewyse in sy bydraeboek het nie, en indien die bedrag wat aan die werknemer betaal is, hoër is as die waarde van die bewyse in sy bydraeboek, moet die werkgewer slegs die werklike waarde van dié bewyse betaal word.

(10) *Voordele mag nie afgestaan, gedebiteer of afgetrek word nie.*—Voordele deur die Fonds verskaf, mag nie—

(*a*) afgestaan of gedebiteer word nie;

(*b*) ingevolge 'n hofbevel beslag opgelê word nie;

(*c*) afgetrek word van skuld wat 'n werknemer wat op dié voordele geregtig is, verskuldig is nie.

35. Siekefonds vir die Bounywerheid

(1) *Stigting van Fonds.*—Hierby word 'n fonds gestig wat as die „Siekefonds vir die Bounywerheid" (hieronder die „Siekefonds" of die „Fonds" genoem) bekend staan, en wat bestaan uit—

(*a*) die gelde wat kragtens klousule 36 (5) na die Fonds oorgedra is;

(*b*) die bydraes betaal of betaalbaar deur werkgewers aan die Sekretaris van die Raad ingevolge klousule 23 (1) (*c*) en 23 (1) (*h*) en klousule (2) (*a*) (i) van die bylae tot subklousule (10) van hierdie klousule;

(*c*) rente op beleggings van die Fonds; en

(*d*) enige ander bedrae waarop die Fonds geregtig mag word.

(2) *Doelstellings.*—Dit is die doelstellings van die Siekefonds om—

(*a*) lede te vergoed vir die verlies van verdienste weens siekte of 'n ongeluk;

(*b*) om gratifikasies en/of jaargelde aan lede te verskaf in geval van permanente ongeskiktheid;

(*c*) werknemers te vergoed vir die verlies van hul gereedskap weens diefstal uit toesluitplekke en werkwinkels: Met dien verstande dat as 'n werknemer sy gereedskap verloor weens optrede of versuim soos in klousule 25 (2) van hierdie Ooreenkoms beskryf, die werkgewer van so 'n werknemer vir die totale waarde van dié verlore gereedskap verantwoordelik is.

(3) *Aanwending van Fonds.*—Behoudens die bepalings van hierdie klousule en klousule 32, is die Fonds onder beheer van 'n bestuurskomitee aangestel deur die Raad ingevolge subklousule (5) hiervan en moet die bestuurskomitee die gelde daarvan aanwend vir—

(*a*) the payment of the benefits prescribed in the Schedule to subclause (10) of this clause;

(*b*) the reimbursement of the Council with the amount determined by the Committee in terms of subclause (7);

(*c*) the payment of any allowances, which may be prescribed by the Council, to members of the management committee;

(*d*) the payment of any other expenditure incurred by the management committee in the administration of the Fund.

(4) *Membership of the Fund.*—Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 17 (1) (*a*).

(5) *Administration of the Fund.*—

(*a*) The Fund shall be administered by a management committee appointed by the Council from amongst its members and shall consist of an equal number of representatives of the employers and the employees. The provisions of the Council's Constitution relating to the election of a Chairman and Vice-chairman, their period of office and the calling and conduct of meetings of the Council, shall *mutatis mutandis* apply in the case of the management committee.

(*b*) The Sick Fund shall be administered in accordance with the provisions of this clause and clause 32.

(*c*) The management committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members; provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council whose decision shall be final.

(*d*) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Fund, which the management committee is unable to settle, shall be referred to the Council for its decision.

(6) *Appointment of Staff.*—The Council shall appoint a Secretary who shall be known as the Secretary of the Sick Fund and such other staff as may be necessary for the proper administration of the Fund.

(7) *Expenditure of the Fund.*—

(*a*) The management committee shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that financial year and shall reimburse the Council with the amount thereof.

(*b*) All other expenditure necessarily incurred in connection with the administration of the Fund, including expenditure incurred in connection with the performance of the functions of the Committee, shall be defrayed from the Fund.

(8) *Indemnification of members of the Committee, Secretary, Officers and Employees of the Fund.*—The members of the Management Committee, Secretary, officers and employees of the Fund shall not be liable for the debts of the Fund and they are hereby indemnified against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

(9) *Benefits paid in Error.*—If an employee has received benefits to which he is not entitled under the provisions of this clause, he shall be liable to repay to the Fund the amount of the benefits so received; provided that if the management committee deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such employee of the repayment of the whole amount.

(10) *Payment of Benefits.*—Benefits accruing to members shall be of the nature, and to the extent prescribed in the following Schedule:

SCHEDULE

(1) *General Provisions.*—(*a*) No payment shall be made to a member in terms of this Schedule—

(i) if the applicant fails to supply any relevant information which the management committee may require;

(ii) unless his employer has made contributions to the Fund in terms of clause 23 (1) (*c*) of this Agreement in respect of at least twenty-six weeks.

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

(*c*) In the event of a member leaving the Industry, the following provisions shall apply—

(*a*) die betaling van voordele voorgeskryf in die bylae tot subklousule (10) van hierdie klousule;

(*b*) die terugbetaling aan die Raad van die bedrag wat die Komitee ooreenkomstig subklousule (7) vasstel;

(*c*) die betaling van toelaes, wat deur die Raad voorgeskryf mag word, aan lede van die bestuurskomitee;

(*d*) die betaling van enige ander onkoste deur die bestuurskomitee vir die administrasie van die Fonds aangegaan.

(4) *Lidmaatskap van die Fonds.*—Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 17 (1) (*a*) voorgeskryf word.

(5) *Administrasie van die Fonds*:

(*a*) Die Fonds word geadministreer deur 'n bestuurskomitee wat die Raad uit sy lede aanstel en moet bestaan uit ewe veel verteenwoordigers van die werkgewers en die werknemers. Die bepalings van die Raad se konstitusie betreffende die verkiesing van 'n voorsitter en ondervoorsitter, hul ampstermyne en die byeenroep en bestuur van vergaderings van die Raad is *mutatis mutandis* van toepassing in die geval van die bestuurskomitee.

(*b*) Die Siekefonds word ooreenkomstig die bepalings van hierdie klousule en klousule 32 geadministreer.

(*c*) Die bestuurskomitee mag enige of alle bystand weier en/of terughou van 'n lid en/of sy afhanklikes wat na sy mening gehandel het op 'n wyse wat bereken is om die belange van die Fonds en sy lede skade te berokken, of wat in alle redelike waarskynlikheid sodanige skade kan berokken: Met dien verstande dat so 'n lid die geleentheid gegee moet word om by die Raad, wie se beslissing deurslaggewend is, appèl aan te teken teen die beslissing van die komitee.

(*d*) Geskille in verband met die uitlê, betekenis of bedoeling van enigeen van die bepalings van hierdie klousule of betreffende die administrasie van die Fonds wat die komitee nie in staat is om te besleg nie, moet na die Raad vir sy beslissing verwys word.

(6) *Aanstelling van personeel.*—Die Raad moet 'n Sekretaris aanstel wat as die Sekretaris van die Siekefonds bekend staan, asook die ander personeel wat nodig mag wees vir die behoorlike administrasie van die Fonds.

(7) *Uitgawes van die Raad*:

(*a*) Die bestuurskomitee moet so gou moontlik na die einde van elke boekjaar die waarde bepaal van die dienste wat die Raad gedurende daardie boekjaar aan die Fonds gelewer het, en die Raad daarvoor vergoed.

(*b*) Alle ander onkoste wat noodsaaklikerwyse aangegaan is in verband met die administrasie van die Fonds, met inbegrip van onkoste aangegaan in verband met die uitvoering van die funksies van die Komitee, moet uit die Fonds bestry word.

(8) *Vrywaring van lede van die Komitee, Sekretaris, beamptes en werknemers van die Fonds.*—Die lede van die Bestuurskomitee, Sekretaris, beamptes en werknemers van die Fonds is nie vir die skulde van die Fonds aanspreeklik nie en hulle word hierby gevrywaar teen alle verliese en onkoste wat hulle aangaan tydens of in verband met die *bona fide*-uitvoering van hul pligte.

(9) *Bystand per abuis betaal.*—As 'n werknemer bystand ontvang het waarop hy nie kragtens die bepalings van hierdie klousule geregtig is nie, is hy daarvoor aanspreeklik om die bedrag wat aldus ontvang is, aan die Fonds terug te betaal: Met dien verstande dat as die Bestuurskomitee dit in 'n besondere geval onbillik ag om terugbetaling van die hele bedrag te eis, hy na sy goedvinde terugbetaling van 'n kleiner bedrag mag eis of so 'n werknemer mag vrystel van terugbetaling van die hele bedrag.

(10) *Betaling van bystand.*—Lede ontvang bystand soos en in die mate voorgeskryf in onderstaande bylae:

BYLAE

(1) *Algemene bepalings.*—(*a*) Geen bedrag mag kragtens hierdie bylae aan 'n lid betaal word nie—

(i) indien die aansoeker versuim om toepaslike inligting te verskaf wat die Bestuurskomitee mag vereis;

(ii) tensy sy werkgewer ingevolge klousule 23 (1) (*c*) van hierdie Ooreenkoms bydraes tot die Fonds gemaak het ten opsigte van minstens 26 weke.

(*b*) Lede wat vir aktiewe diens of militêre diens opgeroep word, is vrygestel van die betaling van bydraes tot die Fonds en is nie op bystand van die Fonds geregtig terwyl hulle dié diens verrig nie.

(*c*) Indien 'n lid die Nywerheid verlaat, is die volgende bepalings van toepassing—

(i) if his absence from the Industry does not exceed three months, he shall be entitled to full benefits immediately upon returning;

(ii) if his absence exceeds three months but not one year, he shall be entitled to full benefits after his employer has made contributions in respect of not less than twelve weeks;

(iii) if his absence exceeds one year, he shall be entitled to benefits only after his employer has made contributions in respect of not less than twenty-six weeks.

(*d*) Notwithstanding anything to the contrary contained in this clause, a member shall not be entitled to the benefits referred to in clause (2) (*a*) of this Schedule—

(i) if he is in receipt of periodical payments as defined in the Workmen's Compensation Act, 1941;

(ii) if he is suffering from alcoholism, drug addiction or their sequelae or is incapacitated through sickness due to his own wilful negligence or misconduct;

(iii) if he fails or declines to observe the instructions of a general practitioner or if, in the opinion of a general practitioner, he has by his own wilful actions aggravated his condition or retarded his recovery.

(2) *Benefits.*—(*a*) *Sickness or Accident.*—A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick benefits in accordance with the following provisions:—

(i) In any cycle of one year from the date on which he is unable to work, he shall be entitled to R3.00 per working day for a period not exceeding sixty-five working days and, in addition, the total sum prescribed in item (*f*) hereunder, in respect of each completed consecutive period of five working days; provided that such sum shall accrue in the form of a voucher which shall be affixed in the member's contribution book and redeemed annually in the manner prescribed in clause 34 of this Agreement; provided further that such sum shall be allocated as follows:

	Until 31st December 1970 R	From 1st January 1971 R	From 1st January 1972 R
(*a*) Holiday Pay	6.00	6.10	6.20
(*b*) Pension Scheme Contributions	2.40	2.40	2.40
(*c*) Sick Fund Contributions	0.40	0.40	0.40
(*d*) Medical Aid Fund Contributions	1.60	1.60	1.60
(*e*) Contributions to Industrial Council Expenses	0.12	0.12	0.12
(*f*) Total sum	R10.52	R10.62	R10.72

(ii) (*aa*) A member shall not be entitled to sick benefits if the period of his absence from work due to sickness or accident does not exceed two consecutive working days;

(*bb*) should the period of absence due to sickness or accident exceed two consecutive working days, sick benefits will commence from the first day from which he is unable to follow his employment.

(iii) Where a member after receiving sick benefits in terms of sub-paragraph (i) of this paragraph resumes work and his employer makes contributions to the Fund for a period of at least 12 weeks a new cycle of one year shall start from the date on which such member is again unable to work, and thereafter the provisions of paragraph (i) shall *mutatis mutandis* apply.

(*b*) *Permanent Disability.*—(i) Application for benefits under this heading will be considered from—

(*aa*) persons who, in the opinion of the management committee, satisfactorily show that they are or were bona fide employees in any operations normally performed by employees in the building industry covered by this Agreement;

(*bb*) persons included in the category referred to in the foregoing paragraph who are incapable of working at their trade due to an injury, loss of sight and physical incapacity, including incapacity due to old age, other than cases adequately covered by the Workmen's Compensation Act;

(*cc*) persons in receipt of benefits as prescribed in paragraph (2) (*a*) who are permanently disabled and incapable of working at their trade.

(ii) The scale of benefits shall be based on an applicant's potential earning capacity, if any, outside the Industry, and in relation to years of employment in the capacity mentioned in sub-paragraph (i) (*aa*), but shall not be in excess of an amount of R144 per annum for any one member.

(i) as hy nie langer as drie maande uit die Nywerheid afwesig was nie, is hy onmiddellik by sy terugkeer op die volle bystand geregtig;

(ii) as sy afwesigheid langer as drie maande maar nie langer as 'n jaar duur nie, is hy op volle bystand geregtig nadat sy werkgewer bydraes ten opsigte van minstens 12 weke betaal het;

(iii) as hy langer as een jaar afwesig is, is hy slegs op bystand geregtig nadat sy werkgewer bydraes ten opsigte van minstens 26 weke betaal het.

(*d*) Ondanks andersluidende bepalings in hierdie klousule, is 'n lid nie geregtig op bystand bedoel in klousule (2) (*a*) van hierdie bylae nie—

(i) as hy periodieke betalings ontvang soos omskryf in die Ongevallewet, 1941;

(ii) as hy aan alkoholisme ly, aan verdowingsmiddels verslaaf is of aan die gevolge daarvan ly of as hy ongeskik is weens siekte wat aan sy eie opsetlike nalatigheid of wangedrag te wyte is;

(iii) as hy versuim of weier om die opdragte van 'n algemene praktisyn uit te voer, of as hy, na die mening van 'n algemene praktisyn, weens sy eie opsetlike optrede sy toestand vererger of sy herstelling vertraag het.

(2) *Bystand.*—(*a*) *Siekte of 'n ongeluk.*—'n Lid wat weens siekte of 'n ongeluk nie daartoe in staat is om sy werk te verrig nie, is geregtig op siektebystand ooreenkomstig die volgende bepalings.—

(i) In 'n siklus van een jaar vanaf die datum waarop hy ongeskik vir 'n werk raak, is hy geregtig op R3.00 per werkdag vir 'n tydperk van hoogstens 65 werkdae en daarbenewens op die totale bedrag voorgeskryf in item (*f*) hieronder, ten opsigte van elke voltooide agtereenvolgende tydperk van vyf werkdae: Met dien verstande dat so 'n bedrag oploop in die vorm van 'n bewys wat in die lid se bydraeboekie geplak en jaarliks afgelos moet word op die wyse voorgeskryf in klousule 34 van hierdie Ooreenkoms: Voorts met dien verstande dat so 'n bedrag soos volg toegewys word:

	Tot 31 Desember 1970 R	Vanaf 1 Januarie 1971 R	Vanaf 1 Januarie 1972 R
(*a*) Vakansiebesoldiging ...	6.00	6.10	6.20
(*b*) Bydraes tot Pensioenskema	2.40	2.40	2.40
(*c*) Bydraes tot Siekefonds	0.40	0.40	0.40
(*d*) Bydraes tot Mediese Bystandfonds	1.60	1.60	1.60
(*e*) Bydraes tot onkoste van Nywerheidsraad	0.12	0.12	0.12
(*f*) Totale bedrag	R10.52	R10.62	R10.72

(ii) (*aa*) 'n Lid is nie op siektebystand geregtig nie as hy nie langer as twee agtereenvolgende werkdae weens siekte of 'n ongeluk van die werk wegbly nie;

(*bb*) indien hy langer as twee agtereenvolgende werkdae weens siekte of 'n ongeluk van die werk wegbly, word siektebystand betaal vanaf die eerste dag waarop hy nie in staat is om sy werk te verrig nie.

(iii) Waar 'n lid sy werk hervat nadat hy siektebystand kragtens subparagraaf (i) van hierdie paragraaf ontvang het, en sy werkgewer bydraes tot die Fonds betaal vir 'n tydperk van minstens 12 weke, begin 'n nuwe siklus van een jaar vanaf die datum waarop so 'n lid weer nie in staat is om te werk nie, en daarna is die bepalings van paragraaf (i) *mutatis mutandis* van toepassing.

(*b*) *Permanente ongeskiktheid.*—(i) Aansoeke om bystand onder hierdie hoof sal oorweeg word van—

(*aa*) persone wat, na die mening van die Bestuurskomitee, afdoende bewys dat hulle *bona fide*-werknemers is of was in werksaamhede wat gewoonlik verrig word deur werknemers in die Bounywerheid wat deur hierdie Ooreenkoms gedek word;

(*bb*) persone in die kategorie bedoel in die voorafgaande paragraaf wat nie in staat is om hul bedryf te beoefen nie weens 'n besering, gesigsverlies en fisiese ongeskiktheid, met inbegrip van ongeskiktheid weens ouderdom, uitgesonderd gevalle wat voldoende deur die Ongevallewet gedek word;

(*cc*) persone wat bystand ontvang soos voorgeskryf in paragraaf (2) (*a*), wat permanent ongeskik en nie in staat is om hul bedryf te beoefen nie.

(ii) Die bystandskaal word gebaseer op 'n aansoeker se potensiële verdienvermoë (as hy dit het) buite die Nywerheid en met betrekking tot die jare diens in die hoedanigheid bedoel in subparagraaf (i) (*aa*), maar mag nie R144 per jaar vir een bepaalde lid te bowe gaan nie.

(iii) Payments made under this subclause are *ex gratia*, and at the absolute discretion of the management committee, whose decision shall be final, and the management committee shall not be obliged to give any reason for any decision.

(*c*) *Loss of Tools.*—(i) Benefits may be granted at the discretion of the management committee to recompense members for tools lost by theft from workshops and lock-ups.

(ii) No benefits shall be granted unless an applicant has reported the theft of his tools to the Police within forty-eight hours of the loss becoming apparent, or if an applicant fails to supply the committee with such relevant information as the committee may require.

(iii) An application for benefits in terms of this clause shall not be considered unless the tools concerned had been in a lock-up for safe-keeping and stored in a toolbox capable of being securely locked and kept properly locked at all times, except when opened for the purpose of obtaining access by an employee to his own tools; provided that the placing by an employee in a lock-up of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature shall be deemed to be in compliance with the requirements of this clause and the employee shall not, by reason of the fact that he had not placed and locked such tools in a box, be deprived of his privileges in terms of this clause.

(iv) A benefit granted in terms of this clause shall not be paid in money, but by means of an order issued by the management committee on a supplier or suppliers appointed by the committee.

(*d*) *Ex gratia Payments.*—The committee may at its discretion, make an *ex gratia* payment to a member on such terms and conditions as the committee may determine.

(3) Subject to the provisions of clause (1) (*c*) hereof, the provisions of clause (1) (*a*) (ii) of this Schedule shall not apply in respect of a member who has made the requisite number of contributions to the Building Industry Benefit Fund in terms of Schedule A of clause 23 of the Agreement published under Government Notice No. R.771 of the 28th May, 1965, as amended and extended.

(4) *Application for Benefit.*—All applications for benefits provided in this Schedule shall be lodged in such manner as may be prescribed by the management committee from time to time.

(5) *Benefits inalienable.*—The benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights, shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund shall be terminated.

36. Building Industry Medical Aid Fund

(1) *Establishment of Fund.*—There is hereby established a Fund which shall be known as the "Building Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid Fund" or the "Fund", which shall consist of—

(*a*) subject to the provisions of subclause (5) hereof, the assets of the Building Industry Benefit Fund established under Government Notice No. 65 of the 13th January, 1956;

(*b*) the contributions paid or payable by employers in terms of clause 23 (1) (*d*) and by the Sick Fund in terms of clause (2) (*a*) (i) of the Schedule to clause 35 (10);

(*c*) any interest from investments of the Fund; and

(*d*) any other sums to which the Fund may become entitled.

(2) *Objects.*—The objects of the Fund shall be—

(*a*) to assist members and their dependants in regard to the costs of medical and other services as may be specified in the rules from time to time;

(*b*) to take such measures and do such things as the Council deems necessary for the prevention of sickness or accidents and for the improvement and promotion of health amongst members, dependants and persons engaged or employed in the Industry;

(*c*) without in any way detracting from or interfering with a member's free choice of service, to contract—

(i) with any hospital, registered nursing home or similar institution for care of the sick and convalescent members and their dependants;

(ii) with any other person, body, institution or authority in respect of auxiliary medical services as may be specified in the rules of the Medical Aid Fund from time to time.

(*d*) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects.

(iii) Betalings kragtens hierdie subklousule is *ex gratia* en geskied absoluut na goedvinde van die Bestuurskomitee, wie se beslissing deurslaggewend is, en die Bestuurskomitee is nie verplig om 'n rede vir 'n beslissing te verstrek nie.

(*c*) *Verlies van gereedskap.*—(i) Bystand mag, na goedvinde van die Bestuurskomitee, verleen word om lede te vergoed vir gereedskap weens diefstal verloor uit werkwinkels en toesluitplekke.

(ii) Geen bystand word verleen nie, tensy 'n aansoeker die diefstal van sy gereedskap binne 48 uur nadat die verlies ontdek is, aan die polisie rapporteer, of as die aansoeker versuim om die Komitee te voorsien van toepaslike inligting wat die Komitee mag vereis.

(iii) Aansoek om bystand kragtens hierdie klousule word nie oorweeg nie, tensy die betrokke gereedskap in 'n toesluitplek was vir veilige bewaring en weggepak in 'n gereedskapkis wat veilig toegesluit kan word en wat altyd behoorlik toegesluit word, behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat as 'n werknemer gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of enige ander dergelike eienskap, in toesluitplekke plaas, dit geag word in ooreenstemming te wees met die vereistes van hierdie klousule en die werknemer word nie sy voorregte kragtens hierdie klousule ontneem weens die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het nie.

(iv) Bystand kragtens hierdie klousule word nie in geld betaal nie, maar by wyse van 'n order wat die Bestuurskomitee uitreik aan 'n leweransier of leweransiers wat die komitee aanstel.

(*d*) *Ex gratia-betalings.*—Die Komitee kan na goedvinde 'n *ex gratia*-betaling aan 'n lid doen op sulke bedinge en voorwaardes as wat die komitee mag vasstel.

(3) Behoudens die bepalings van klousule (1) (*c*) hiervan, is die bepalings van klousule (1) (*a*) (ii) van hierdie bylae nie van toepassing nie ten opsigte van 'n lid wat die vereiste getal bydraes tot die Bystandsfonds vir die Bounywerheid betaal het ingevolge bylae A van klousule 23 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.771 van 28 Mei 1965, soos gewysig en verleng.

(4) *Aansoek om bystand.*—Alle aansoeke om bystand waarvoor in hierdie bylae voorsiening gemaak word, moet ingedien word op dié wyse wat die Bestuurskomitee van tyd tot tyd mag voorskryf.

(5) *Bystand is onvervreembaar.*—Die bystand wat die Fonds verskaf is nie oordraagbaar nie en 'n lid wat sy regte probeer toewys, oordra, sedeer, verpand of verhipotekeer, is onmiddellik nie meer op enige bystand van welke aard ook al geregtig nie en word sy lidmaatskap van die Fonds beëindig.

36. Mediese Bystandfonds vir die Bounywerheid

(1) *Stigting van Fonds.*—Hierby word 'n fonds gestig wat as die „Mediese Bystandfonds vir die Bounywerheid" (hieronder die „Mediese Bystandfonds" of die „Fonds" genoem), bekend staan, wat bestaan uit—

(*a*) behoudens die bepaling van subklousule (5) hiervan, die bates van die Bystandfonds vir die Bounywerheid, gestig by Goewermentskennisgewing No. 65 van 13 Januarie 1956;

(*b*) bydraes betaal of betaalbaar deur werkgewers ingevolge klousule 23 (1) (*d*) en deur die Siekefonds ingevolge klousule (2) (*a*) (i) van die bylae tot klousule 35 (10);

(*c*) rente op beleggings van die Fonds; en

(*d*) enige ander bedrae waarop die Fonds geregtig mag word.

(2) *Doelstellings.*—Dit is die doelstellings van die Fonds—

(*a*) om lede en hul afhanklikes by te staan wat betref die koste van mediese en ander dienste soos van tyd tot tyd in die reëls gespesifiseer mag word;

(*b*) om dié maatreëls te tref en dié dinge te doen wat die Raad nodig ag vir die voorkoming van siekte of ongelukke en vir die verbetering en bevordering van gesondheid onder lede, afhanklikes en persone werksaam of in diens in die Nywerheid;

(*c*) om, sonder om op watter wyse ook al, afbreuk te doen of in te meng met 'n lid se vry keuse van diens, kontrakte aan te gaan met—

(i) enige hospitaal, geregistreerde verpleeginrigting of dergelike tehuis vir die versorging van die siek en herstellende lede en hul afhanklikes;

(ii) enige ander persoon, liggam, inrigting of bestuur ten opsigte van bykomende mediese dienste wat van tyd tot tyd in die reëls van die Mediese Bystandfonds gespesifiseer mag word.

(*d*) alles te doen wat nodig, bykomend of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die verwesenliking van bogenoemde doelstellings.

(3) *Application of Fund.*—The Fund shall, subject to the provisions of clause 32 and of the rules, be under the control of a management committee appointed by the Council and its moneys shall be applied by the management committee to—

(*a*) the payment of the benefits prescribed in the rules of the Fund;

(*b*) the reimbursement of the Council with the amount determined by the Committee in terms of subclause (9) (*a*) hereof;

(*c*) the payment of any allowances, which may be prescribed by the Council, to the members of the management committee;

(*d*) the payment of any other expenditure incurred by the management committee in the administration of the Fund.

(4) *Assets and Liabilities of the Building Industry Benefit Fund.*—Subject to the provisions of subclause (5) hereof, all the assets and all the records of the Building Industry Benefit Fund established under Government Notice No. 65 of the 13th January, 1956, shall on the date of coming into operation of this Agreement become the property of the Medical Aid Fund and shall be transferred to the Medical Aid Fund in such manner as the Council may direct, and all the liabilities of the said Building Industry Benefit Fund which are in existence at that date shall become the liabilities of the Medical Aid Fund and shall, subject to the provisions of this clause and of the rules, be a charge upon the Medical Aid Fund.

(5) On the date of coming into operation of this Agreement, the Council shall transfer an amount of R22,000.00 of the Funds of the Building Industry Benefit Fund established under Government Notice No. 65 of the 13th January, 1956 to the Building Industry Sick Fund established in terms of clause 35 of this Agreement, which sum shall become the property of the said Building Industry Sick Fund.

(6) *Membership of the Fund.*—(*a*) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 17 (1) (*a*).

(*b*) Persons other than those referred to in paragraph (*a*) hereof who are directly engaged or employed in the Industry may, at the discretion of the management committee, be admitted to membership, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(7) *Administration of the Medical Aid Fund.*—(*a*) The Medical Aid Fund shall be administered by a management committee appointed by the Council from amongst its members and consisting of an equal number of representatives of the employers and the employees. The provisions of the Council's Constitution relating to the election of a chairman and vice-chairman, their period of office and the calling and conduct of the meetings of the Council, shall *mutatis mutandis* apply in the case of the management committee.

(*b*) (i) The Medical Aid Fund shall be administered in accordance with the rules prescribed for the purpose by the Council.

(ii) The Council may at any time make new rules, 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 Labour.

(*c*) The management committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members; provided that such member shall be given the opportunity of submitting an appeal against the decision of the management committee to the Council, whose decision shall be final.

(*d*) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Medical Aid Fund, which the management committee is unable to settle, shall be referred to the Council for its decision.

(8) *Appointment of Staff.*—The Council shall appoint a secretary who shall be known as the secretary of the Medical Aid Fund and such other staff as may be necessary for the proper administration of the Fund.

(9) *Expenditure of the Fund.*—(*a*) The management committee shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that year and shall reimburse the Council with the amount thereof.

(*b*) All other expenditure necessarily incurred in connection with the administration of the Fund, including the expenditure incurred in connection with the performance of the functions of the management committee, shall be defrayed by the Fund.

(10) *Indemnification of the Members of the Management Committee and Staff.*—The members of the management committee, secretary, officers and employees of the Council shall not be liable for the debts of the Medical Aid Fund and they are hereby indemnified against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

(3) *Aanwending van Fonds.*—Die Fonds staan, behoudens die bepalings van klousule 32 en van die reëls, onder beheer van 'n bestuurskomitee deur die Raad aangestel en sy gelde moet deur die bestuurskomitee aangewend word vir—

(*a*) die betaling van die bystand voorgeskryf in die reëls van die Fonds;

(*b*) die terugbetaling deur die Raad van die bedrag vasgestel deur die Komitee kragtens subklousule (9) (*a*) hiervan;

(*c*) die betaling van alle toelaes, wat deur die Raad voorgeskryf mag word, aan die lede van die bestuurskomitee;

(*d*) die betaling van alle ander uitgawes deur die bestuurskomitee aangegaan by die administrasie van die Fonds.

(4) *Bates en laste van die Bystandfonds vir die Bounywerheid.*—Behoudens die bepalings van subklousule (5) hiervan, word al die bates en al die registers van die Bystandfonds vir die Bounywerheid, gestig by Goewermentskennisgewing No. 65 van 13 Januarie 1956, op die datum waarop hierdie Ooreenkoms in werking tree, die eiendom van die Mediese Bystandfonds en moet na die Mediese Bystandfonds oorgedra word op die wyse wat die Raad mag gelas, en al die laste van genoemde Bystandfonds vir die Bounywerheid wat op daardie datum bestaan, word die laste van die Mediese Bystandfonds en is, behoudens die bepalings van hierdie klousule en van die reëls, 'n las teen die Mediese Bystandfonds.

(5) Op die datum waarop hierdie Ooreenkoms in werking tree, moet die Raad 'n bedrag van R22,000.00 van die fondse van die Bystandfonds vir die Bounywerheid, gestig by Goewermentskennisgewing No. 65 vn 13 Januarie 1956, oordra na die Siekefonds vir die Bounywerheid gestig kragtens klousule 35 van hierdie Ooreenkoms, en dié bedrag word die eiendom van genoemde Siekefonds van die Bounywerheid.

(6) *Lidmaatskap van die Fonds.*—(*a*) Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 17 (1) (*a*) voorgeskryf word.

(*b*) Ander persone as dié genoem in paragraaf (*a*) hiervan wat regstreeks werksaam of in diens in die Nywerheid is, kan, na goedvinde van die bestuurskomitee, lede word, en die bepalings van hierdie klousule en van die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(7) *Administrasie van die Mediese Bystandfonds.*—(*a*) Die Mediese Bystandfonds word geadministreer deur 'n bestuurskomitee deur die Raad aangestel uit sy lede en bestaan uit 'n gelyke getal verteenwoordigers van die werkgewers en die werknemers. Die bepalings van die Raad se konstitusie betreffende die verkiesing van 'n voorsitter en ondervoorsitter, hul ampstermyn en die byeenroep en leiding van die vergaderings van die Raad, is *mutatis mutandis* van toepassing in die geval van die bestuurskomitee.

(*b*) (i) Die Mediese Bystandfonds word geadministreer ooreenkomstig die reëls wat vir dié doel deur die Raad voorgeskryf word.

(i) Die Raad kan te eniger tyd nuwe reëls opstel, enige bestaande reëls wysig of herroep; kopieë van die reëls wat geldig is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbied ingedien word.

(*c*) Die bestuurskomitee kan enige of alle bystand weier en/of onthou van enige lid en/of sy afhanklikes wat na sy mening gehandel het op 'n wyse wat bereken is om die belange van die Fonds en sy lede skade te berokken, of wat in alle redelike waarskynlik sodanige skade kan berokken: Met dien verstande dat so 'n lid die geleentheid verleen moet word om by die Raad appèl aan te teken teen die beslissing van die bestuurskomitee en die Raad se beslissing is deurslaggewend.

(*d*) Enige geskil betreffende die uitlê, betekenis of bedoeling van enigeen van die bepalings van hierdie klousule of betreffende die administrasie van die Mediese Bystandfonds, wat die bestuurskomitee nie in staat is om te besleg nie, moet verwys word na die Raad vir sy beslissing.

(8) *Aanstelling van personeel.*—Die Raad moet 'n sekretaris aanstel wat bekend staan as die sekretaris van die Mediese Bystandfonds en sodanige ander personeel as wat nodig mag wees vir die behoorlike administrasie van die Fonds.

(9) *Uitgawes van die Fonds.*—(*a*) Die bestuurskomitee moet so gou prakties moontlik ná die einde van iedere boekjaar die waarde vasstel van die dienste aan die Fonds deur die Raad gedurende daardie jaar gelewer en moet die Raad met die bedrag daarvan vergoed.

(*b*) Alle ander uitgawes wat noodwendig in verband met die administrasie van die Fonds aangegaan word, insluitende die uitgawes aangegaan in verband met die verrigting van die werksaamhede van die bestuurskomitee, moet deur die Fonds bestry word.

(10) *Vrywing van die lede van die bestuurskomitee en personeel.*—Die lede van die bestuurskomitee, sekretaris, ampsdraers en werknemers van die Raad is nie aanspreeklik vir die skulde van die Mediese Bystandfonds nie en word hulle hierby gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die *bona fide*-uitvoering van hul pligte.

(11) *Benefits Paid in Error.*—If any member and/or his dependant has received benefits to which he is not entitled under the provisions of this clause or the rules of the Medical Aid Fund, he shall be liable to repay to the Fund the amount of the benefits so received; provided that if the management committee deems is inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such member and/or his dependant of the repayment of the whole amount.

(12) *Payment of Benefits.*—Payment of benefits shall be made in respect of members and their dependants in accordance with the rules of the Medical Aid Fund.

(13) *Benefits.*—(i) Subject to the rules of the Medical Aid Fund, the total amount payable in respect of any member and his dependants in any one calendar year shall not exceed:

	Medical R	*Dental* R	*Medicines* R
(*a*) In the case of a single member	200.00	50.00	50.00
(*b*) In the case of a member with one dependant ...	300.00	80.00	100.00
(*c*) In the case of a member with two or more dependants	400.00	100.00	100.00

(ii) The Council shall supply each member with a brochure setting out the benefits payable under the Fund and such other particulars as the Council may from time to time decide.

(14) *Benefits inalienable.*—The benefits provided by the Medical Aid Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and his membership of the Medical Aid Fund in respect of himself and his dependants shall be terminated.

37. BLOEMFONTEIN BUILDING INDUSTRY PENSION SCHEME

(1) The amounts paid by employers in terms of clause 23 (1) (*b*) and by the Sick Fund in terms of clause (2) (*a*) (i) of the Schedule to clause 35 (10) of this Agreement shall be paid by the Council to the insurance company or companies with which an agreement or agreements referred to in subclause (2) (*b*) has or have been entered into for application of the objects of the Pension Scheme, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(2) *Objects.*—(*a*) The objects of the Pension Scheme shall be to provide benefits for members in the form of gratuities in the case of—

(i) retirement on account of old age;
(ii) death.

(*b*) The Council shall be empowered to enter into an agreement with an Insurance Company or Companies with the object of securing retirement and death benefits for members.

(3) *Membership.*—Membership of the Pension Scheme shall be compulsory for employees in the Building and Monumental Masonry Industries, Bloemfontein, for whom wages are prescribed in clause 17 (1) (*a*).

(4) *Administration of the Scheme.*—The Scheme shall be administered in accordance with the provisions of the agreement or agreements entered into in terms of subclause (2) (*b*).

(5) *Payment of Benefits.*—Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreements entered into in terms of subclause (2) (*b*).

38. 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 (hereinafter referred to as the National Fund), hereby authorizes, 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 stated hereunder, read with clause 23.

(2) The amounts paid or payable by employers to the Secretary of the Council in terms of clause 23 (1) (*f*) shall be paid by the Council monthly to the National Fund, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(3) Copies of the Constitution of the National Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited annual accounts of the National Fund shall be lodged with the Council and the Secretary for Labour 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.

(11) *Bystand per abuis betaal.*—As 'n lid en/of sy afhanklike bystand ontvang het waarop hy nie kragtens die bepalings van hierdie klousule of die reëls van die Mediese Bystandfonds geregtig is nie, is hy daarvoor aanspreeklik om aan die Fonds die bedrag van die bystand aldus ontvang, terug te betaal; met dien verstande dat as die bestuurskomitee dit in enige besondere geval onbillik vind om terugbetaling van die hele bedrag te eis, hy na goedvinde terugbetaling van enige kleiner bedrag kan eis, of dié lid en/of sy afhanklike van terugbetaling van die hele bedrag kan vrystel.

(12) *Betaling van bystand.*—Betaling van bystand word gedoen aan lede en hul afhanklikes ooreenkomstig die reëls van die Mediese Bystandfonds.

(13) *Bystand.*—(i) Behoudens die reëls van die Mediese Bystandfonds mag die totale bedrag betaalbaar ten opsigte van enige lid en sy afhanklikes in enige bepaalde kalenderjaar nie die volgende bedrae oorskry nie:—

	Medies R	*Tandheelkundig* R	*Medisyne* R
(*a*) In die geval van 'n ongetroude lid ...	200.00	50.00	50.00
(*b*) In die geval van 'n lid met een afhanklike	300.00	80.00	100.00
(*c*) In die geval van 'n lid met twee of meer afhanklikes ...	400.00	100.00	100.00

(ii) Die Raad moet elke lid van 'n brosjure voorsien waarin die bystand uiteengesit word wat kragtens die Fonds betaalbaar is asook alle ander besonderhede wat die Raad van tyd tot tyd oor mag besluit.

(14) *Bystand is onvervreembaar.*—Die bystand deur die Mediese Bystandfonds verskaf, is nie oordraagbaar nie en enige lid wat poog om sy regte af te staan, oor te dra, te sedeer, te verpand of te verhipotekeer is onmiddellik nie langer geregtig op enige bystand hoegenaamd nie en word sy lidmaatskap van die Mediese Hulpfonds ten opsigte van homself en sy afhanklikes beëindig.

37. PENSIOENSKEMA VAN DIE BLOEMFONTEINSE BOUNYWERHEID

(1) Die bedrae deur werkgewers betaal kragtens klousule 23 (1) (*b*) en deur die Siekefonds kragtens klousule (2) (*a*) (i) van die Bylae van klousule 35 (10) van hierdie Ooreenkoms moet deur die Raad betaal word aan die versekeringsmaatskappy of -maatskappye met wie 'n ooreenkoms of ooreenkomste, bedoel in subklousule (2) (*b*), aangegaan is vir die verwesenliking van die doelstellings van die Pensioenskema, min invorderingskoste van twee en 'n half persent, en dié bedrag val die algemene fondse van die Raad toe.

(2) *Doelstellings.*—(*a*) Die doelstellings van die Pensioenskema is om bystand aan lede te verskaf in die vorm van gratifikasies in die geval van—

(i) aftreding weens ouderdom;
(ii) sterfte.

(*b*) Die Raad word gemagtig om 'n ooreenkoms met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om aftredings- en sterftebystand vir lede te verkry.

(3) *Lidmaatskap.*—Lidmaatskap van die Pensioenskema is verpligtend vir werknemers in die Bou- en Monumentklipmesselnywerhede, Bloemfontein, vir wie lone in klousule 17 (1) (*a*) voorgeskryf word.

(4) *Administrasie van die Skema.*—Die Skema word geadministreer ooreenkomstig die bepalings van die ooreenkoms of ooreenkomste aangegaan kragtens subklousule (2) (*b*).

(5) *Betaling van bystand.*—Betaling van bystand word gedoen ten opsigte van lede ooreenkomstig die bepalings van die ooreenkoms of ooreenkomste aangegaan kragtens subklousule (2) (*b*).

38. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (hieronder die Nasionale Fonds genoem), verleen hy hierby magtiging om, ten einde die doelstellings gemeld in die konstitusie van genoemde Nasionale Fonds te verwesenlik, bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit, gelees met klousule 23.

(2) Die bedrae betaal of betaalbaar deur werkgewers aan die Sekretaris van die Raad kragtens klousule 23 (1) (*f*) moet maandeliks deur die Raad aan die Nasionale Fonds betaal word, min invorderingskoste van twee en 'n half persent, en dié bedrag val die algemene fondse van die Raad toe.

(3) Kopieë van die konstitusie van die Nasionale Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word en kopieë van die balansstaat en geouditeerde jaarlikse rekenings van die Nasionale Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word binne drie maande na die einde van die tydperk wat daardeur gedek word. Vir die toepassing van hierdie subklousule omvat „konstitusie" enige wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

39. Special Membership Levy: Employers

The amounts paid or payable by employers to the Secretary of the Council in terms of clause 23 (1) (*g*), shall be paid monthly by the Council to the Master Builders' and Allied Trades' Association, Bloemfontein, less a collection fee of two and a half per cent, which fee shall accrue to the general funds of the Council.

40. Trade Union Subscriptions

The amounts paid or payable by employers to the Secretary of the Council in terms of clause 23 (4) (*b*), shall be paid by the Council to the trade unions at such time and in such manner as the Council may decide, less a collection fee of two and a half per cent, which fee shall accrue to the general funds of the Council.

41. Building Industry Benefit Fund

(1) Subject to the provisions of subclause (2) hereof, the Building Industry Benefit Fund established under Government Notice No. 65 of the 13th January, 1956 and continued under Government Notice No. 1929 of the 20th November 1959 and No. R.771 of the 28th May, 1965, as amended and extended, shall, on the date of coming into operation of this Agreement, be divided into two separate funds to be known as the "Building Industry Sick Fund" and the "Building Industry Medical Aid Fund" and shall from that date be continued in the manner and for the purposes set forth in clauses 35 and 36 of this Agreement.

(2) (*a*) Subject to the provisions of subclause 36 (5), all the assets and all the records of the Building Industry Benefit Fund shall, on the date of coming into operation of this Agreement, become the property of the Building Industry Medical Aid Fund referred to in clause 36 and shall be transferred to the said Building Industry Medical Aid Fund in such manner as the Council may direct.

(*b*) All the liabilities of the Building Industry Benefit Fund which are in existence on the date of coming into operation of this Agreement shall on that date become the liabilities of the Building Industry Medical Aid Fund and shall, subject to the provisions of clause 36 and of the rules prescribed by the Council in terms of clause 36 (7) (*b*), be a charge upon the said Building Industry Medical Aid Fund.

42. Paid Sick Leave

(1) An employer shall grant to an employee employed by him, other than an employee for whom wages are prescribed in clause 17 (1) (*a*), and who is absent from work through incapacity, not less than twelve days sick leave in the aggregate during any period of twelve consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period; provided that—

(*a*) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at the rate of more than one working day in respect of each completed month of employment;

(*b*) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period up to eight weeks received payment in terms of this subclause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such certificate in respect of any absence from work;

(*c*) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, in respect of any incapacity, the amount so paid may be set-off against the payment due in terms of this subclause in respect of absence on sick leave because of such incapacity.

(2) For the purposes of this clause—

(*a*) "pay" or "wage" includes any cost-of-living allowance which is paid or payable in terms of any law or otherwise;

(*b*) "employment" includes any period during which an employee—

39. Spesiale Lidmaatskapheffing: Werkgewers

Die bedrae deur werkgewers aan die Sekretaris van die Raad kragtens klousule 23 (1) (*g*) betaal of betaalbaar, moet maandeliks deur die Raad aan die Master Builders' and Allied Trades' Association, Bloemfontein, oorbetaal word, min invorderingskoste van twee en 'n half persent, en dié bedrag val die algemene fondse van die Raad toe.

40. Vakvereningingledegeld

Die bedrae deur werkgewers aan die Sekretaris van die Raad kragtens klousule 23 (4) (*b*) betaal of betaalbaar, moet deur die Raad aan die vakverenigings op so 'n tyd en op so 'n wyse betaal word as wat die Raad mag besluit, min invorderingskoste van twee en 'n half persent, en dié bedrag val die algemene fondse van die Raad toe.

41. Bystandfonds vir die Bounywerheid

(1) Behoudens die bepalings van subklousule (2) hiervan, word die Bystandfonds vir die Bounywerheid, gestig by Goewermentskennisgewing No. 64 van 13 Januarie 1956 en voortgesit by Goewermentskennisgewing No. 1929 van 20 November 1959 en No. R.771 van 28 Mei 1965, soos gewysig en verleng, op die datum waarop hierdie ooreenkoms in werking tree, in twee afsonderlike fondse verdeel bekend as die „Siekefonds vir die Bounywerheid" en die „Mediese Bystandfonds vir die Bounywerheid" en word vanaf daardie datum voortgesit op die wyse en vir die doeleindes uiteengesit in klousules 35 en 36 van hierdie Ooreenkoms.

(2) (*a*) Behoudens die bepalings van subklousule 36 (5), word al die bates en al die registers van die Bystandfonds vir die Bounywerheid, op die datum waarop hierdie Ooreenkoms in werking tree, die eiendom van die Mediese Bystandfonds vir die Bounywerheid bedoel in klousule 36 en word dit na genoemde Mediese Bystandfonds vir die Bounywerheid oorgedra op die wyse wat die Raad mag gelas.

(*b*) Al die laste van die Bystandfonds vir die Bounywerheid wat bestaan op die datum waarop hierdie Ooreenkoms in werking tree, word op daardie datum die laste van die Mediese Bystandfonds vir die Bounywerheid en is, behoudens die bepalings van klousule 36 en van die reëls deur die Raad kragtens klousule 36 (7) (*b*) voorgeskryf, 'n las teen genoemde Mediese Bystandfonds vir die Bounywerheid.

42. Siekteverlof met Besoldiging

(1) 'n Werkgewer moet aan 'n werknemer by hom in diens, uitgesonderd 'n werknemer vir wie 'n loon in klousule 17 (1) (*a*) voorgeskryf word, en wat weens ongeskiktheid van die werk afwesig is, minstens 12 dae siekteverlof altesaam gedurende enige tydperk van 12 opeenvolgende maande diens by hom toestaan en dié werknemer ten opsigte van die tydperk van afwesigheid kragtens hierdie subklousule 'n bedrag betaal wat minstens so groot is as die loon wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het; met dien verstande dat—

(*a*) in die eerste 12 opeenvolgende maande diens 'n werknemer nie geregtig is op siekteverlof met volle besoldiging teen die koers van meer as een werkdag ten opsigte van elke voltooide maand diens nie;

(*b*) 'n werkgewer, as 'n voorwaarde wat vooraf gestel is aangaande die betaling deur hom van enige bedrag deur 'n werknemer geëis kragtens hierdie klousule ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as twee opeenvolgende dae, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid noem, en as 'n werknemer gedurende enige tydperk tot agt weke besoldiging twee of meer kere ontvang het sonder om so 'n sertifikaat in te dien, sy werkgewer van hom gedurende die tydperk van agt weke wat onmiddellik op die jongste van dié kere volg, kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk in te dien;

(*c*) wanneer van 'n werkgewer by wet vereis word om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en dié gelde wel betaal, ten opsigte van enige ongeskiktheid, die bedrag aldus betaal afgetrek kan word van die besoldiging verskuldig kragtens hierdie subklousule ten opsigte van afwesigheid met siekteverlof weens sodanige ongeskiktheid.

(2) Vir die toepassing van hierdie klousule omvat—

(*a*) „besoldiging" of „loon" enige lewenskostetoelae wat kragtens enige wet of andersins betaal of betaalbaar is;

(*b*) „diens" enige tydperk waarin 'n werknemer—
(i) met verlof kragtens klousule 20 (1) is; of

(i) is on leave in terms of clause 20 (1); or

(ii) is on sick leave in terms of subclause (1) hereof;

(iii) is absent from work on the instruction of his employer; or

(iv) is undergoing military training in pursuance of the Defence Act, 1957 (Act No. 44 of 1957),

amounting in the aggregate in any year to not more than ten weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii) plus up to four months of any period of military training referred to in subparagraph (iv) undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date on which this Agreement comes into operation shall for the purposes of this clause be deemed to be employment, and any sick leave on full pay granted to such an employee during such period shall for the purposes of this clause be deemed to have been granted;

(*c*) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(3) The provisions of this clause shall *mutatis mutandis* apply to apprentices and trainees.

43. Agents

(1) The Council may appoint one or more persons as agent or agents to assist in giving effect to the terms of this Agreement.

(2) An agent shall have the following powers (insofar as these powers concern only persons who are members of the employers' organization or trade unions):—

(*a*) To enter any premises or place, in which the Building Industry is carried on, at any time, when he has reasonable cause to believe that any person is employed therein.

(*b*) To question, in the presence of or apart, from others as he deems fit, regarding matters relating to this Agreement any person who he finds in or about the premises or place and to require such person to answer the questions.

(*c*) To require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(3) When exercising the powers conferred upon him by subclause (2) of this clause, an agent may be accompanied by an interpreter.

(4) Every employer who, or employers' organization or trade union which is a party to the Council and all persons who are members of such employers' organization or trade union shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclause (2) and (3) of this clause.

44. Exemptions

(1) (*a*) Whenever application is made for, or whenever circumstances exist which, in the opinion of the Council, justify the exemption of any person or persons from one or more or all of the provisions of this Agreement, the Council may if it deems it expedient to do so, grant exemption from one or more or all of such provisions to or in respect of that person or persons, for such period and subject to such terms and conditions as it may determine.

(*b*) The period for which any such exemption is granted may commence on a date prior to that date on which the exemption is granted but not earlier than the date on which the application was made or the said circumstances were brought to the Council's notice as the case may be.

(2) The terms and conditions of an exemption granted under subclause (1) shall be incorporated in the licence of exemption, signed by the Secretary and a copy thereof shall be transmitted to such person or persons as the Council considers necessary.

(3) Any exemption granted to or in respect of a person or persons under this clause, shall exempt any employer who employs such person or persons from the relevant provisions of the Agreement to the extent specified in the licence of exemption, and the terms and conditions incorporated in the licence of exemption shall be binding upon the person or persons to or in respect of whom the exemption was granted, and, if that person is an employee, upon every person who employs him.

(ii) met siekteverlof kragtens subklousule (1) hiervan is;

(iii) op las van sy werkgewer van die werk afwesig is; of

(iv) ingevolge die Verdedigingswet, 1957 (Wet No. 44 van 1957), militêre opleiding ondergaan

wat in enige bepaalde jaar van hoogstens 10 weke ten opsigte van die tydperke bedoel in subparagrawe (i), (ii) en (iii) plus tot vier maande van enige tydperk van militêre diens bedoel in subparagraaf (iv) wat in daardie jaar ondergaan is, en enige ononderbroke diens wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik vóór die datum waarop hierdie Ooreenkoms in werking tree, word, vir die toepassing van hierdie klousule, geag diens te wees, en word enige siekteverlof met volle besoldiging wat aan sodanige werknemer gedurende daardie tydperk toegestaan is, vir die toepassing van hierdie klousule geag toegestaan te gewees het;

(*c*) beteken „ongeskiktheid" ongeskiktheid om te werk weens enige siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige ongeskiktheid om te werk, veroorsaak deur 'n ongeluk of 'n ingelyste siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, slegs as ongeskiktheid geag word gedurende enige tydperk ten opsigte waarvan geen ongeskiktheidsbesoldiging kragtens daardie wet betaalbaar is nie.

(3) Die bepalings van hierdie klousule is *mutatis mutandis* van toepassing op vakleerlinge en kwekelinge.

43. Agente

(1) Die Raad kan een of meer persone as agent of agente aanstel om behulpsaam te wees met die tenuitvoerlegging van die bepalings van hierdie Ooreenkoms.

(2) 'n Agent het die volgende bevoegdhede (vir sover dié bevoegdhede slegs betrekking het op lede van die werkgewersorganisasie of vakverenigings):—

(*a*) Om enige perseel of plek, waarin die Bounywerheid uitgeoefen word, te eniger tyd binne te gaan wanneer hy redelike vermoede het om te glo dat enigiemand daarin in diens is.

(*b*) Om enige persoon wat hy in of by die perseel of plek vind, te ondervra, in die teenwoordigheid van of eenkant van ander persone soos hy dit goedvind, betreffende sake oor hierdie Ooreenkoms en om van sodanige persoon te vereis om op die vrae te antwoord.

(*c*) Om te vereis dat alle boeke, tydstate, registers of dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, aan hom oorhandig word, dit na te gaan, te bestudeer of afskrifte daarvan te maak.

(3) Wanneer 'n agent die bevoegdhede uitoefen wat aan hom by subklousule (2) van hierdie klousule verleen word, kan hy deur 'n tolk vergesel word.

(4) Elke werkgewer, werkgewersorganisasie of vakvereniging wat 'n party by die Raad is en almal wat lede van dié werkgewersorganisasie of vakvereniging is, moet die agent alle geriewe verleen om hom in staat te stel om die bevoegdhede uit te oefen wat kragtens subklousules (2) en (3) van hierdie klousule aan hom verleen word.

44. Vrystellings

(1) (*a*) Wanneer aansoek daarom gedoen word, of wanneer omstandighede sodanig is dat, na die mening van die Raad, die vrystelling geregverdig word van enige persoon of persone van een of meer of al die bepalings van hierdie Ooreenkoms, kan die Raad, as hy dit doenlik ag, vrystelling verleen aan een of meer of van al dié bepalings aan of ten opsigte van daardie persoon of persone, vir dié tydperk en onderworpe aan dié bepalings en voorwaardes wat hy mag vasstel.

(*b*) Die tydperk waarvoor sodanige vrystelling verleen word, kan begin op 'n datum voor dié datum waarop die vrystelling toegestaan word maar nie vóór die datum waarop die aansoek gedoen was nie of genoemde omstandighede onder die Raad se aandag gebring is, na gelang van die geval.

(2) Die bepalings en voorwaardes van 'n vrystelling toegestaan kragtens subklousule (1) moet ingelyf word in die vrystellingsertifikaat, onderteken deur die Sekretaris en waarvan 'n kopie aan sodanige persoon of persone, soos die Raad dit nodig vind, gestuur moet word.

(3) Enige vrystelling toegestaan aan of ten opsigte van 'n persoon of persone kragtens hierdie klousule stel enige werkgewer wat sodanige persoon of persone in diens het, vry van die betrokke bepalings van die Ooreenkoms in die mate wat in die vrystellingsertifikaat uitdruklik genoem word, en die bepalings en voorwaardes wat in die vrystellingsertifikaat ingelyf is, is bindend vir die persoon of persone aan wie of ten opsigte van wie die vrystelling verleen is, en, as daardie persoon 'n werknemer is, vir elke persoon wat hom in diens neem.

(4) Any exemption granted under this clause, may at any time be withdrawn or amended by the Council.

45. CERTIFICATE OF SERVICE

Except where a contract of employment of an employee is terminated on the ground of desertion, the employer shall upon termination of any contract of employment and at his request furnish the employee with a certificate of service, showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the wage rate of the employee on the date of such termination.

46. ORGANIZATIONAL FACILITIES

Organizational facilities shall be given to organizers of the trade unions to have access to their members by arrangement with the employer or his duly authorized representative.

47. TRADE UNIONS' REPRESENTATIVES ON THE COUNCIL

An employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

48. ADMINISTRATION OF AGREEMENT

The Council shall be responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

Signed at Bloemfontein on behalf of the parties, this 10th day of July, 1969.

L. C. STEYN,
Chairman.

R. C. MAYNE,
Vice-Chairman.

H. K. ARCHER,
Secretary.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

P.O. Box 693 Bloemfontein Telephone 7-7441

STATEMENT IN TERMS OF CLAUSE 5 OF THE AGREEMENT PUBLISHED IN THE SCHEDULE TO GOVERNMENT NOTICE

No.....Dated.....19....

The Secretary,
Industrial Council for
the Building Industry,
P.O. Box 693,
BLOEMFONTEIN.

Dear Sir,

In accordance with Clause 5 of the abovementioned Agreement, I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on.....
2. Address at which business is carried on.....
3. Nature of business.....
4. Description, full names and addresses of Management:

(*a*) Description:

	Name	Address
Proprietor	.....	.....
Partners	.....	.....
	.....	.....
	.....	.....
Directors (in case of Company)	.....	.....
	.....	.....
	.....	.....
Manager	.....	.....
Secretary	.....	.....

5. The following information is furnished regarding the persons employed:

(4) Enige vrystelling wat kragtens hierdie klousule verleen word, kan te eniger tyd deur die Raad herroep of gewysig word.

45. DIENSSERTIFIKAAT

Behalwe in die geval waar 'n dienskontrak van 'n werknemer op grond van drostery beëindig word, moet die werkgewer by beëindiging van enige dienskontrak en op sy versoek die werknemer voorsien van 'n dienssertifikaat wat die volle name van die werkgewer en van die werknemer toon, asook die beroep van die werknemer, die datum waarop die kontrak 'n aanvang geneem het en beëindig is en die loonskaal van die werknemer op die datum van sodanige beëindiging.

46. ORGANISASIEGERIEWE

Organisasiegeriewe moet aan organiseerders van die vakverenigings verleen word om toegang tot hul lede te hê op grond van reëlings getref met die werkgewer of sy behoorlik gemagtigde verteenwoordiger.

47. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

'n Werkgewer moet aan sy werknemers wat verteenwoordigers in die Raad is, alle redelike geriewe verleen om hul pligte in verband met die werk van die Raad na te kom.

48. TOEPASSING VAN OOREENKOMS

Die Raad is verantwoordelik vir die toepassing van hierdie Ooreenkoms en hy kan vir die leiding van werkgewers en werknemers, menings uitspreek wat nie onbestaanbaar met die bepalings daarvan is nie.

Namens die partye op hede die 10de dag van Julie 1969 in Bloemfontein onderteken.

L. C. STEYN,
Voorsitter.

R. C. MAYNE,
Ondervoorsitter.

H. K. ARCHER,
Sekretaris.

AANHANGSEL A

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID

Posbus 693 Bloemfontein Telefoon 7-7441

OPGAWE KRAGTENS KLOUSULE 5 VAN DIE OOREENKOMS GEPUBLISEER IN DIE BYLAE VAN GOEWERMENTSKENNISGEWING

No.....Van.....19.....

Die Sekretaris,
Nywerheidsraad vir die
Bounywerheid,
Posbus 693,
BLOEMFONTEIN.

Meneer,

Ingevolge klousule 5 van bogenoemde Ooreenkoms verstrek ek hierby onderstaande besonderhede in verband met hierdie besigheid:

1. Naam waaronder besigheid gedryf word.....
2. Adres waar besigheid gedryf word.....
3. Aard van besigheid.....
4. Beskrywing, volle name en adresse van Bestuur:

(*a*) Beskrywing

	Naam	Adres
Eienaar	.....	.....
Vennote	.....	.....
	.....	.....
	.....	.....
Direkteure (in die geval van 'n Maatskappy)	.....	.....
	.....	.....
	.....	.....
Bestuurder	.....	.....
Sekretaris	.....	.....

5. Onderstaande inligting word verstrek aangaande die persone in diens:

Artisans (All trades)	Apprentices	Trainees	Learners	Artisan's Assistant	Crane Operators
Drivers of Mechanical Vehicles			Operatives	Labourers	Other
Up to 2,000 lb.	2001–6,000 lb.	6,001–7,000.			

Yours faithfully,

.....

Employer or person authorised by him.

(i) Delete irrelevant headings at (*a*)
(ii) If space is insufficient, attach supplementary list.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

P.O. Box 693 Bloemfontein Telephone 7-7441

CERTIFICATE OF REGISTRATION OF EMPLOYER IN TERMS OF CLAUSE 5 OF GOVERNMENT NOTICE NO.....

Dated.....

THIS IS TO CERTIFY THAT.....

.....

.....

carrying on business under the style of.....

.....

at .....

has been registered as an employer in the Building and Monumental Masonary Industries, Bloemfontein in the area within a radius of 15 miles from the General Post Office, Bloemfontein.

For and on behalf of the INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY.

Number of Certificate.....

Date.....19.....

.....

Secretary.

NOTE:

(*a*) Every registered employer is required to notify the Council in writing within 14 days of any change in the particulars furnished by him on registration.
(*b*) This Certificate must be displayed by an employer in a conspicuous place on his premises.

Ambagsmanne (Alle bedrywe)	Vakleerlinge	Kwekelinge	Leerlinge	Ambagsmanse Assistent	Hyskraanbedieners
Bestuurders van meganiese voertuie			Werkmanne	Arbeiders	Ander
Tot 2,000 lb.	2,001–6,000 lb.	6,001–7,700 lb.			

Die uwe,

.....

Werkgewer of persoon deur hom gemagtig.

(i) Skrap opskrifte by (*a*) wat nie van toepassing is nie.
(ii) As ruimte onvoldoende is, heg aanvullende lys aan.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID

Posbus 693 Bloemfontein Telefoon 7-7441

REGISTRASIESERTIFIKAAT VAN WERKGEWER INGEVOLGE KLOUSULE 5 VAN GOEWERMENTSKENNISGEWING NO.....

Datum.....

HIERBY WORD GESERTIFISEER DAT.....

.....

.....

wat besigheid dryf onder die titel.....

.....

.....

by .....

geregistreer is as 'n werknemer in die Bou- en Monumentklipmesselnywerhede, Bloemfontein, in die gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein.

Vir en namens die NYWERHEIDSRAAD VIR DIE BOUNYWERHEID.

Nommer van sertifikaat.....

Datum.....19.....

.....

Sekretaris

LET WEL:

(*a*) Van elke geregistreerde werkgewer word vereis om die Raad binne 14 dae skriftelik in kennis te stel van enige verandering in die besonderhede wat deur hom by registrasie verstrek is,
(*b*) Hierdie sertifikaat moet deur 'n werkgewer in 'n opvallende plek op sy perseel vertoon word.

No. R.3689.] [7 November 1969.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN

I, MARAIS VILJOEN, Minister of Labour, —

(*a*) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industries, published under Government Notice R.3688 of the 7th November, 1969, 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; and

(*b*) in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the firstmentioned Act, in respect of employees who are entitled to sick benefits in terms of clause 35 of the said Agreement.

M. VILJOEN,
Minister of Labour.

No. R.3689.] [7 November 1969.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOU- EN MONUMENTKLIPMESSELNYWERHEID, BLOEMFONTEIN

Ek, MARAIS VILJOEN, Minister van Arbeid, —

(*a*) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid, gepubliseer by Goewermentskennisgewing R.3688 van 7 November 1969, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(*b*) stel hierby ingevolge artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderhewig is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat op siektevoordele kragtens klousule 35 van genoemde Ooreenkoms geregtig is.

M. VILJOEN,
Minister van Arbeid.

No. R.3690.] [7th November, 1969.

INDUSTRIAL CONCILIATION ACT, 1956

WORK RESERVATION DETERMINATION NO. 6—BUILDING INDUSTRY, TRANSVAAL AND ORANGE FREE STATE

EXEMPTION IN RESPECT OF THE URBAN AREA OF BLOEMFONTEIN

It is hereby notified for general information that the Minister of Labour has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination No. 6, published under Government Notice 17 of 2 June, 1961 and republished under Government Notice R.1871 of 6 December, 1963, with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement relating to the Building and Monumental Masonry Industries, Bloemfontein, published under Government Notice R.3688 of 7th November, 1969, may be binding in terms of the said Act, to all employers and em-

No. R.3690.] [7 November 1969.

WET OP NYWERHEIDSVERSOENING, 1956

WERKRESERVERINGVASSTELLING NO. 6—BOUNYWERHEID, TRANSVAAL EN ORANJE-VRYSTAAT

VRYSTELLING TEN OPSIGTE VAN DIE STADSGEBIED VAN BLOEMFONTEIN

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, vrystelling van die bepalings van Vasstelling No. 6 wat by Goewermentskennisgewing 17 van 2 Junie 1961 gepubliseer en by Goewermentskennisgewing R.3688 van 7 November 1969 bindend seer is, van alle werkgewers en werknemers vir wie die Ooreenkoms in verband met die Bou- en Monumentklipmesselnywerheid, Bloemfontein, gepubliseer by Goewermentskennisgewing R.3688 van 7 November 1969 bindend is, verleen het vanaf die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend

ployees bound by the said Agreement to the extent that persons who are not White persons may in the said Industry perform any work specified in the definitions of "Artisan's Assistant", "Operative" and "Labourer" in clause 3 of the said Agreement.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted, by a person who is not a White person.

mag wees, in dié mate dat persone wat nie Blanke persone is nie, toegelaat mag word om in genoemde Nywerheid enige werk gespesifiseer in die omskrywings van „ambagsman se assistent", „werkman" en „arbeider" in klousule 3 van genoemde Ooreenkoms, te verrig.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

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