



REPUBLIC OF SOUTH AFRICA  
**GOVERNMENT GAZETTE**

**STAATSKOERANT**  
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1683

Registered at the Post Office as a Newspaper

PRICE 10c PRYS  
OVERSEAS 15c OORSEE  
POST FREE — POSVRY

REGULASIEKOERANT No. 1683

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 88]

PRETORIA, 27 OCTOBER 1972  
27 OKTOBER 1972

[No. 3690

**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 1963 27 October 1972

**INDUSTRIAL CONCILIATION ACT, 1956**

**BUILDING INDUSTRY, WESTERN PROVINCE.—  
AGREEMENT FOR THE CAPE PENINSULA**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 1 November 1972 and for the period ending 31 January 1976, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (2), 6, 17 (5) (b), 27, 31, 32, 33 and 36, shall be binding, with effect from 1 November 1972 and for the period ending 31 January 1976, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of The Cape, Wynberg, Simonstown and Bellville and in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from 1 November 1972 and for the period ending 31 January 1976, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (2), 6, 17 (5) (b), 27, 31, 32, 33 and 36, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

A-5745

**GOEWERMENTSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 1963 27 Oktober 1972

**WET OP NYWERHEIDSVERSOENING, 1956**

**BOUNYWERHEID, WESTELIKE PROVINSIE.—  
OOREENKOMS VIR DIE KAAPSE SKIEREILAND**

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 Bounywerheid betrekking het, met ingang van 1 November 1972 en vir die tydperk wat op 31 Januarie 1976 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, 5 (2), 6, 17 (5) (b), 27, 31, 32, 33 en 36, met ingang van 1 November 1972 en vir die tydperk wat op 31 Januarie 1976 eindig, bindend is vir alle ander werkgewers en werknemers as die genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Die Kaap, Wynberg, Simonstad en Bellville en in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962, binne die landdrosdistrik Bellville gevall het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (2), 6, 17 (5) (b), 27, 31, 32, 33 en 36, met ingang van 1 November 1972 en vir die tydperk wat op 31 Januarie 1976 eindig, in die gebiede gespesifieer 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.

1-3690

## SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY  
(WESTERN PROVINCE)

## AGREEMENT

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

Master Builders' and Allied Trades' Association (Cape Peninsula);

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

(hereinafter called the "employers" or the "employers' organisations"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa; South African Operative Masons' Society; South African Woodworkers' Union; Western Province Building and Allied Trades' Union; Western Province Building Workers' Union

(hereinafter called the "employees" or the "trade unions"), of the other part,

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

## 1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Cape Peninsula by all employers in the Building and Monumental Masonry Industries who are members of the employers' organisations and by all employees employed in the said Industries who are members of the trade unions.

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

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

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

(c) apply to trainees under the Training of Artisans Act (Act 38 of 1951) only in so far as they are not inconsistent with any regulations made or any conditions fixed under that Act.

(3) The provisions of clauses 20, 21 and 22 shall not apply to employees engaged on unskilled work.

(4) The provisions of clauses 13 and 29 shall not apply to foremen who are not employed in factories and workshops.

## 2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act and shall remain in force from that date until 31 January 1976 or for such other period as the Minister may determine.

## 3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered under the Apprenticeship Act, 1944, and shall include an employee employed during the probationary period allowed under that Act;

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

"builder's hoist" means an appliance used in connection with building work for raising or lowering material by means of a platform, skip, cage or other receptacle on a fixed guide or guides;

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material 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

## BYLAE

NYWERHEIDSRAAD VÍR DIE BOUNYWERHEID  
(WESTELIKE PROVINSIE)

## OOREENKOMS

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

Master Builders' and Allied Trades' Association (Cape Peninsula);

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

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

Amalgamated Society of Woodworkers of South Africa; South African Operative Masons' Society; South African Woodworkers' Union; Western Province Building and Allied Trades' Union; Western Province Building Workers Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

## 1. TOEPASSINGSBESTEK

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die Kaapse Skiereiland deur alle werkgewers in die Bou- en Monumentklipmesselnywerhede wat lede van die werkgewersorganisasies is en deur alle werknelers wat in genoemde Nywerhede in diens is en lede van die vakverenigings is.

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

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

(b) van toepassing op vakleerlinge slegs in dié mate wat dit nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, of 'n kontrak aangegaan of voorwaardes voorgeskryf ingevolge daarvan;

(c) van toepassing op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne (Wet 38 van 1951) slegs in dié mate wat dit nie onbestaanbaar is nie met regulasies gemaak of voorwaardes voorgeskryf ingevolge daardie Wet.

(3) Die bepalings van klosules 20, 21 en 22 is nie van toepassing op werknelers wat ongeskoolde werk verrig nie.

(4) Die bepalings van klosules 13 en 29 is nie van toepassing op voormanne wat nie in fabrieke en werkinkels werkzaam is nie.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vaststel en bly van krag van daardie datum af tot 31 Januarie 1976 of vir dié tydperk wat die Minister mag bepaal.

## 3. WOORDOMSKRYWING

Alle terme en uitdrukings wat in hierdie Ooreenkoms gespesifiseer en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en enige verwysings na 'n wet sluit alle wysigings van sodanige wet in; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werkneler wat diens doen ingevolge 'n skriftelike leerkontrakt wat geregistreer is ooreenkomsdig die Wet op Vakleerlinge, 1944, en sluit in 'n werkneler wat in diens is gedurende die proeftydperk waarvoor daar in dié Wet voorseenig gemaak is;

"bootsmansstoel" 'n hangende platformsitplek wat bedoel is om een persoon in 'n verhewe posisie te hou in verband met bou- of uitgrawingswerk;

"bouhyser" 'n toestel wat gebruik word in verband met bouwerk vir die opphys of neerlaat van materiaal deur middel van 'n platform, bak, hok of ander houer of a vaste leier of leiers;

"Bounywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin die werkewer en die werknelers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat ook alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde werkzaamhede of onderverdeling daarvan betrokke is, met

activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations:

*Bricklaying*, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work and asphalt and sheeting;

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

*joinery*, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the article used;

*lead light-making*, which includes the manufacture and/or fixing of lights, and display signs and glazing relating thereto;

*masonry*, which includes stone cutting and building, also the cutting and building of ornamental and monumental stone work and the manufacture and erection of grave-stones and cemetery memorials of all types, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stone-working machinery other than stone polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

*metal work*, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames, 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 a building or structure is done by the person making or preparing the article used;

*painting*, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, paper-hanging, spraying, glazing, wax-polishing, distempering, lime and colour washing, woodwork preservation, and which also includes paint removal, scraping, washing and cleaning of painted or distempered walls and washing and cleaning woodwork when such removal, scraping, washing and cleaning is preparatory to any of the said processes;

*plastering*, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, pre-cast or artificial stone work, wall and floor tiling, paving and mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

*steel reinforcing*, which includes the making and erection of shuttering, supervising of the bending, placing and fixing in position of steel and concrete;

*steel construction*, which includes the fixing of all classes of steel or other metal columns, girders, steel joists, or metal in any other form which forms part of a building or structure;

*woodworking*, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling, and wall covering, plugging of walls, covering of woodwork with metal block and other flooring, including wood, cork and rubber, and sandpapering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure, the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

"Cape Peninsula" means the Magisterial Districts of The Cape, Wynberg, Simonstown and Bellville and those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior

inbegrip van uitgravings en die voorbereiding van terreine vir geboue en ook die sloping van geboue, tensy die betrokke werkewer bewys kan lewer dat sodanige sloping nie uitgevoer is met die doel om die terreine vir bouwerksaamhede voor te berei nie:

*Messelwerk*, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -platblokke of -plate en glastene, die beteeling van mure en vloere, voegwerk, plaveiwerk, mosaiekwerk, voorwerk met leiklip, marmer en komposisiemateriaal, rioolaanlegwerk, lei- en teelwerk op dakke, bitumen-, asfalt- en plaatwerk;

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

*skrynwerk*, wat die vervaardiging van alle skrynwerkartikels insluit, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

*ruit-in-loodwerk*, wat die vervaardiging en/of aanbring van ligte en reklameborde en die glasuring wat daar mee in verband staan, insluit;

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap van klippe vir en die bou van sier- en monumentklipwerk en die vervaardiging en oprigting van grafstene en begraafplaasgedenktes van alle soorte, betonwerk en die aanbring van bou van vooraf gegigte en/of kunsklip of -marmer, plaveiwerk, mosaiekwerk, voegwerk, muur- en vloerbeteeling, die bediening van klipwerkmasjinerie, uitgesond klippoleermasjinerie, en die skerpmaak van klipmessaalgeredeskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

*metaalwerk*, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en plaatmetaal en uitgedrukte metaal, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

*verfwerk*, wat die volgende insluit: Die prosesse van versierwerk, emaljeerwerk, vlamskilderwerk, marmering, beitswerk, verniswerk, verguldwerk, belegwerk, sjabloonwerk, muurplakwerk, spuitverfwerk, glasuurwerk, waspoleerwerk, distemperwerk, wit-en kleurkalkwerk, houtverduursaming, en wat ook insluit die verwijdering van verf, skraap, was en skoonmaak van geverfde of gedistemperde mure en was en skoonmaak van houtwerk wanneer sodanige verwijdering, skraap, was en skoonmaak enig een van die genoemde prosesse voorafgaan;

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, granoliese en komposisievloerwerk, komposisiemuurbedecking en die poleerwerk daarvan, vooraf gegigte of kunsklipwerk, muur- en vloerbeteeling, plavei- en mosaiekwerk, met inbegrip van die aanbring van asfaltmastik of bitumineuse mastik vir doeleinades van waterdigtig op horizontale of vertikale vlakte, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

*loodgieterswerk*, wat die volgende insluit: Loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandbestrydingsinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

*winkel-, kantoor- en bankuitrusting*, wat die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, vertoonkaste, toonbank, skerms en binnenshuise los en vas toebehore insluit;

*staalwapening*, wat die maak en oprig van bekisting, en toesighouding oor die buig, plasing en vassit van staal en beton in die regte posisie insluit;

*staalkonstruksie*, wat insluit die aanbring van alle klasse staal- of ander metaalsuite, -leers, staalbalke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

*houtwerk*, wat die volgende insluit: Timmerwerk, houtwerk, masjiwerk, draaiwerk, houtsneewerk, die aanbring van gegolfde sinkplate, asbesteëls, dakspanbedekking en ander dakbedekkingswerk, klanke- en akoestiek materiaal, kurk- en asbesisolasië, houtbelatting, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, kurk en rubber, en die skuur daarvan met skuurpapier, kurkaptwykwerk en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, die aanbring van versadigde asfaltvilt of materiaal aan vloere en/of mure en/of dakke, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, fell within the Magisterial District of Bellville;

"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 recognised by the Department of National Education of the Republic of South Africa as equivalent to such first mentioned degree;

"consumer price index" means the weighted average consumer price index figure relating to Cape Town as assessed by the Secretary for Statistics and published in the *Government Gazette* from time to time;

"contribution book" means the official card or book issued by the Council to employees each year for the purpose of safeguarding their stamps, and "holiday fund card" or "book" shall have the same meaning for the purpose of this Agreement;

"Council" means the Industrial Council for the Building Industry (Western Province), registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section 19 of the Act;

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

"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 13 and which is necessary to ensure the health or safety of the public and/or the safety of property or the carrying on of any other industry or any work which owing to causes such as fire, storm, flood or accident or act of violence, must be performed without delay;

"foreman" means an employee who is in receipt of a wage in excess of R70 per week and is placed in charge of a job or jobs or a particular section of a job or jobs in a purely supervisory capacity and who allotted 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 is not required to do the work of an artisan except intermittently or in an instructional capacity;

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

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

"learner" means an employee of the age of 21 years and over serving under a written contract of learnership approved and registered by the Council in terms of clause 8;

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

"Monumental Masonry Industry" means the Industry in which employers and employees are associated for the purpose of making and erecting gravestones and cemetery memorials of all types;

"motor vehicle" means a mechanically propelled vehicle, excluding two-wheeled vehicles, used for conveying goods and includes a mechanical horse and a tractor;

"operative" means an employee over the age of 21 who, with the prior written approval of the Council, is employed on any or all of the following activities:

#### *A. In the Bricklaying and/or Plastering Trades*

(1) Building walls of blocks except setting out or building corners and laying of decorative blocks;

(2) building of manholes;

(3) drainlaying;

(4) laying of precast surface channels;

(5) laying of precast concrete slabs or brick on flat paving in stretcher bond, including bedding and jointing but excluding setting out;

(6) pointing and jointing;

(7) random stone walling other than part of a building or structure;

(8) rough brick work except for setting out and building of corners;

(9) fixing of metal lathing;

(10) floating of concrete;

(11) laying on of mortar on walls by hand or machine;

"vrydraer- of kraanarmsteier" 'n werkplatform wat op vrydraende of verspande kraanbalke steun;

"Kaapse Skiereiland" die landdrosdistrikte Die Kaap, Wynberg, Simonstad en Bellville en daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat, voor die publikasie van Goewermentskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962, binne die landdrosdistrik Bellville geval het;

"bevoegde persoon" iemand wat minstens vyf jaar praktiese ondervinding in bouwerk gehad het of iemand wat 'n graad in siviele ingenieurswese aan 'n Suid-Afrikaanse universiteit verwerf het of 'n graad verwerf het wat deur die Departement van Nasionale Opvoeding van die Republiek van Suid-Afrika erken word as gelykstaande met sodanige uersgenoemde graad;

"verbruikersprysindeks" die beswaarde gemiddelde verbruikersprysindeksyfer met betrekking tot Kaapstad soos bepaal deur die Sekretaris van Statistiek en soos van tyd tot tyd in die *Staalskoerant* gepubliseer;

"bydraeboek" die amptelike kaart of boek wat jaarliks deur die Raad aan werknemers uitgereik word met die doel om hul seëls te beveilig, en vir die toepassing van hierdie Ooreenkoms het "vakansiefondskaart" of "boek" dieselfde betekenis;

"Raad" die Nywerheidssraad vir die Bouwywerheid (Westelike Provincie) wat ooreenkonsig die bepalings van artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ooreenkonsig die bepalings van artikel 19 van die Wet;

"drywer" 'n werknemer wat 'n motorvoertuig dryf en vir die toepassing van hierdie woordomskrywing sluit "'n motorvoertuig dryf", alle tydperke in wat daar gedryf word en alle tyd wat 'n drywer aan werk in verband met die voertuig of vrag bestee en alle tydperke wat daar van hom vereis word om op sy pos te bly gereed om te dryf;

"loodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werkure soos in klosule 13 voorgeskryf verrig kan word nie en wat nodig is ten einde die gesondheid of veiligheid van die publiek en/of die veiligheid van eiendom of die beoefening van enige ander nywerheid of enige werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of gewelddaad, sonder versuim verrig moet word;

"voorman" 'n werknemer wat in ontvangs is van 'n loon van meer as R70 per week en in beheer geplaas is van 'n stuk werk of stukke werk of 'n bepaalde afdeling van 'n stuk werk of stukke werk, uitsluitend in 'n toesighoudende hoedanigheid, en wat werk uitdeel aan die werknemers onder sy beheer en toesig hou oor die vordering wat gemaak word in die voltooiing van die werk, wat dissipline handhaaf en in die algemeen aan die werkgever verantwoordelik is vir die doeltreffendheid waarmee die stuk werk of stukke werk verrig word, en van wie daar nie verwag word om die werk van 'n ambagsman te verrig nie, tensy dit met tussenpose of in 'n opleidingshoedanigheid gedoeno word;

"swaar hangsteier" 'n werkplatform wat aan vrydraende hoëbaanstutte hang deur middel van meer as een afsonderlike hanger aan elke vrydraende stut;

"Nywerheid" die Bou- en Monumentklipmesselnywerhede;

"leerling" 'n werknemer van 21 jaar en oor wat diens doen ingevolge 'n skriftele leerkontrak wat deur die Raad ooreenkonsig klosule 8 goedgekeur en geregistreer is;

"ligte hangsteier" 'n werkplatform wat aan vrydraende hoëbaanstutte hang deur middel van 'n enkele hanger aan elke vrydraende stut;

"Monumentklipmesselnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om grafstene en begraafplaasgedenktes van alle soorte op te rig;

"motorvoertuig" 'n meganies aangedrewe voertuig, uitgesonderd tweewielvoertuie wat vir die vervoer van goedere gebruik word en sluit 'n voorhaker en 'n trekker in;

"werksman" 'n werknemer wat ouer is as 21 jaar en wat met die voorafverkree goedekeuring van die Raad vir enige van of al die volgende werksaamhede gebruik word:

#### *A. In die Ambagte Messelwerk en/of Pleisterwerk*

(1) Mure bou van blokke behalwe die uitlê of bou van hoeke en die lê van sierblokke;

(2) bou van mangate;

(3) lê van riele;

(4) lê van voorafgegiette grondgeute;

(5) lê van voorafgegiette betonblaaie of stene op plat plaveisel in strykverband, met inbegrip van bedding en voegstryking maar nie uitlê nie;

(6) voegvulling en voegstryking;

(7) klipmure wat nie deel van 'n gebou of bouwerk uitmaak nie met ongelaagde ruklip oprig;

(8) rusteenwerk, uitgesonderd die uitlê en bou van hoeke;

(9) aanbring van plaatgaaswerk;

(10) afstryking van beton;

(11) dagha met die hand of masjien aan mure aanbring;

- (12) operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and other machinery;
- (13) laying to jigs or guides of blocks bedded in mortar or mastic where no artisans' tools are used;
- (14) operating portable grinding and similar machines;
- (15) spraying of acoustic material;
- (16) stopping of joints in moulds for precasting;
- (17) stripping and setting up of moulds for casting;
- (18) use of tyrolean and similar machines;
- (19) floating up of concrete panels and walls in moulds at the factory for prefabricated building units.

**B. In the Joinery, Woodmachining, Shop, Office and Bank Fittings, Carpentry and Woodworking Trades**

- (1) Cramping frames, doors and tops;
- (2) cutting of wedges;
- (3) repetitive drilling of holes by machine;
- (4) feeding of cross-cut machines excluding mitres and bevels;
- (5) assembling of pre-cut components for remaking, repairing and renovating of form-work panels;
- (6) assembling of stock standard pattern doors, such as flush panelled doors, frame braced and ledged batten doors and single light panel doors;
- (7) operating end trimming saws, only if article is cradle mounted or jigged;
- (8) in charge of stripping of shuttering;
- (9) feeding materials to manually fed woodworking machines in workshops, excluding spindle and surfacer;
- (10) feeding materials to mechanically fed woodworking machines;
- (11) fixing of glazing beads and flats;
- (12) gluing and fixing edging to shelves and flat board mass-produced in workshop;
- (13) nailing backs to fittings;
- (14) nailing up drawers and trays (including bottoms) by nailing machine in workshop;
- (15) facing framing with boards in workshop;
- (16) operating automatic press;
- (17) operating door or sash clamps;
- (18) operating drum or belt sanders;
- (19) operating edge trimming machines;
- (20) sandpapering counter tops and similar surfaces;
- (21) framing with corrugated fasteners;
- (22) fixing of cork or other insulating materials;
- (23) laying of floors, excluding strip floors and wood block floors, but including wood mosaic floors;
- (24) placing joists, excluding setting levels;
- (25) morticing or drilling of doors for locks in the workshop;
- (26) fixing of wall covering or similar materials to shelves, counter tops, panels, etc.;
- (27) nailing stiffening battens to ceiling boards in predetermined positions in a jig or guide under supervision;
- (28) fixing waterproof sheeting;
- (29) fixing of steel spring clips to aluminium cover strips;
- (30) operating a power driven grinding machine on metal or filling by hand;
- (31) assembling metal windows;
- (32) using glazing sprigg guns in workshop;
- (33) drilling or punching metal by hand or power machine under supervision;
- (34) bending or body forming of metal by machine;
- (35) brazing or welding in workshop where jig or welding machine is used.

**C. In the Plumbing Trade**

- (1) 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 workshop in mass produced units for housing;
- (2) assembling on site and fixing of asbestos, galvanised iron and plastic gutters and downpipes, excluding downpipes in columns;
- (3) bending and/or body forming by machine;
- (4) brazing and welding in workshop where jig or welding machine is used;
- (5) jointing to asbestos and metal gutters;
- (6) rivetting of side laps to metal sheeting and flashings.

**D. In the Painting and Glazing Trade**

- (1) Composition wall covering by machine;
- (2) frosting;
- (3) knotting or priming;
- (4) applying powder distemper, excluding first and final coats;
- (5) cement and lime washing;

- (12) bediening van 'n Mall en Biax of 'n soortgelyke tipe vervoerbare skuurmasjien, buigsame sny-, afwerk- en ander masjiene;
- (13) die lê volgens setmaat of leirame van blokke in dagha-of mastiklaag waarby die gereedskap van 'n ambagsman nie gebruik word nie;

- (14) bediening van vervoerbare slypmasjiene en soorgelyke masjiene;
- (15) spuitkilderwerk aan akoustiekmateriaal;
- (16) opval van vooë in vorms vir voorafgieting;
- (17) uitmekhaarhaal en oprigting van vorms vir gieting;
- (18) gebruik van Tiroolse en soortgelyke masjiene;
- (19) afstryking van betonpanele en -mure in vorms by die fabriek vir voorafvervaardigde bou-eenhede.

**B. In die Ambage Skrynwerk, Houtmasjienvirk, Winkel-, Kantoor- en Bankuitrustingswerk, Timmerwerk en Houtwerk**

- (1) Kosyne, deure en blaale klamp;
- (2) wie saag;
- (3) gate by herhaling met 'n masjiën boor;
- (4) dwarsneemasjiene voer, behalwe verstekke en sweie;
- (5) inmekaaarsit van voorafgesnyde komponente vir die her-nuwig, herstel en opknapping van panele vir bekisting;
- (6) inmekaaarsit van tipedeure van standaardpatrone, soos vlak-paneeldeure, plankdeure met verspande en geklampte raamwerk (Z-plankdeure) en enkelligpaneeldeure;
- (7) entafwerksaag bedien, slegs indien die artikel in 'n raamwerk of setmaat gemonteer is;
- (8) belas is met die uitmekhaarhaal van bekisting;
- (9) materiaal voer in handgevoerde houtwerkmasjiene in werkinkels, uitgesonderd houtfrees- en vlakskaafmasjiene;
- (10) materiaal in meganies gevoerde houtwerkmasjiene voer;
- (11) aanbring van ruitkraallyste en plat lyste;
- (12) vaslym en aanbring van omranding aan rakke en platbord wat in groot maat in werkinkels geproduceer word;
- (13) agtervlakte van toebehoere vasspyker;
- (14) laaie en bakke (met inbegrip van bome) aanmekaar spyker met spykermasjiën in werkinkel;
- (15) plankvlakte op rame in werkinkel aanbring;
- (16) outomatiese pers bedien;
- (17) deur- of vensterraamklampe bedien;
- (18) rol- of bandskuurders bedien;
- (19) randafwerkmasjiene bedien;
- (20) toonbankblaarie en soortgelyke vlakke met skuurpapier skuur;
- (21) raamwerk met kartelkramme;
- (22) aanbring van kurk of ander isoleremaateriaal;
- (23) lê van vloere, met uitsondering van strook- en blokkies-vloere, maar met inbegrip van houtmosaïekvloere;
- (24) balke plaas maar nie vlakte bepaal nie;
- (25) deure in die werkinkel vir slotte tap of boor;
- (26) aanbring van muurbedekking of soortgelyke materiale aan rakke, toonbankblaarie, panele, ens.
- (27) versterkstroke in vooraf bepaalde posisies in 'n setmaat of leiraam onder toesig aan plafonplanke vasspyker;
- (28) aanbring van waterdigte beplating;
- (29) aanbring van staalveerknippe aan aluminiumdekstroke;
- (30) 'n kragaangedrewe slypmasjiën op metaal of vulling met die hand bedien;
- (31) metaalvensters inmekaaarsit;
- (32) glasuurruitspykersuite in werkinkel gebruik;
- (33) metaal met die hand of kragmasjiën onder toesig boor of pons;
- (34) buig of fatsoenering van metaal met 'n masjiën; en
- (35) swissoldeer- of sveiswerk in werkinkel waar setmaat of sveismasjiën gebruik word.

**C. In die Ambag Loodgieterswerk**

- (1) Inmekaaarsit en pas van lood-, koper- en plastiekpype vir afval-, vuil-, water- (warm en koud), sentraleverwarming-, koel-, vuur-, gas- en soortgelyke installasies—wanneer dit in die werkinkel in massaproduksie-eenhede vir behuising inmekaaarsit gesit en gepas word;
- (2) inmekaaarsit op die terrein en aanbring van asbes-, gegalvaniseerde yster- en plastiekgeute en -geutyppe maar nie geutyppe in suile nie;
- (3) buig en/of fatsoenering met 'n masjiën;
- (4) sveissoldeer- en sveiswerk in werkinkel waar setmaat of sveismasjiën gebruik word;
- (5) voegstryking van asbes- en metaalgeute;
- (6) vasklink van oorslae aan die kante van metaalbeplating en oorslaglasse.

**D. In die Ambage Verfwerk en Beglasing**

- (1) Komposisiemuurbedekking met 'n masjiën;
- (2) mattering;
- (3) kwaslakwerk of verf van grondlaag;
- (4) aanwending van pocierdistemper, uitgesonderd eerste en finale lae;
- (5) cementstryksel en afwitting;

- (6) applying first coats to shop primed work;
- (7) priming to all surfaces;
- (8) application of anti-corrosive paints to structural steel work and tanking;
- (9) zising and/or oiling.

*E. In the Monumental and Stonemasonry Trade*

- (1) Operating swing saws and compressors for stone work;
- (2) punching in masonry where such work consists purely of the removal and reduction of excess rough on surfaces under supervision of an artisan;
- (3) operating a dunter, excluding a hand dunter;
- (4) operating a stone turning-lathe under supervision, excluding setting up;
- (5) flame treatment of stone under supervision;
- (6) operating a sandblasting machine under supervision;
- (7) placing blocks into position for swing saws excluding levelling and lining up;
- (8) operating pneumatic tool on precast stone;
- (9) grouting of stone, excluding pointing;
- (10) operating a jib hoist without a platform carrying a load of not more than 0,056 m<sup>3</sup> of material.

"operatives' work" means employment in any one or more of the operations or subdivisions thereof enumerated under the definition of "operative";

"overtime" means all time worked outside or in excess of the ordinary hours of work prescribed in clause 13 (1);

"pay-load" means the maximum mass which a motor vehicle is authorised to carry in terms of any motor carrier certificate or certificate of exemption from obligations to take out such motor carrier certificate issued by the local Road Transportation Board (Cape Town), in terms of the Motor Carrier Transportation Act and the regulations promulgated thereunder;

"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;

"public transport" means transport by rail or public motor bus;

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

"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;

"stamp" means the official stamp voucher sold by the Council to employers;

"structure" includes walls, boundary, garden and retaining walls and monuments;

"suitable sleeping accommodation" means a waterproof shelter capable of being securely locked with a damp-proof floor and furnished with beds or stretchers and the necessary washing and lavatory accommodation;

"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 for the payment of the wages prescribed in clause 16;

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

"unskilled work" means any work (other than driving mechanical vehicles, operating a power-driven crane or operating a hoist), not included in—

(a) the operations specifically referred to in the list of trades, viz. "bricklaying" to "woodworking" in the definition of "Building Industry";

(b) the operations referred to under the definition of "operative";

and includes sandpapering by hand on building sites;

"watchman" means an employee engaged in guarding premises, buildings, gates, vehicles, building materials or other property;

"working employer" or "partner" means any employer or any partner who is an employer and who himself performs any work included in the definition of "Building Industry";

"wage" means that portion of remuneration payable in money to an employee in terms of clause 16 in respect of the ordinary hours laid down in clause 13 (1): Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 16, it shall mean such higher amount.

#### 4. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry, who at the date on which this agreement comes into operation, has not already registered with the Council in pursuance of a previous Agreement,

- (6) aanwending van eerste lae aan werk wat in werkinkel 'n grondlaag toegedien is;
- (7) grondlae op alle oppervlakte verf;
- (8) aanwending van korrosiebestande verf aan boustaalwerk en waterdigmaking;
- (9) planering en/of oliewerk.

*E. In die Ambag Monument- en Klipmesselwerk*

- (1) Hangsae en kompressors vir klipmesselwerk bedien;
- (2) ponswerk in klipmesselwerk waar sodanige werk uitsluitlik die verwijdering en vermindering van oortollige oneffenheid op oppervlakte onder toesig van 'n ambagsman behels;

(3) 'n duntermasjien, uitgesonderd 'n handduntermasjien, bedien;

(4) 'n klipdraaibank onder toesig bedien, uitgesonderd die opstel daarvan;

(5) hittebehandeling van klip onder toesig;

(6) 'n sandstraalmasjien onder toesig bedien;

(7) blokke vir hangsae in posisie plaas, uitgesonderd gelykmaking en haaks maak;

(8) lugdrukgereedskap op voorafgegiste klip bedien;

(9) klip met voegbry invul, uitgesonderd voegvulling;

(10) 'n kraanarmhystoestel bedien wat sonder platform is en wat 'n vrag materiaal van hoogstens 0,056 m<sup>3</sup>, dra;

"werksmanne se werk" werk in enige of meer van die werkzaamhede of onderafdelings daarvan wat onder die omskrywing van "werksman" genoem is;

"oortyd" alle tyd gewerk buite of meer as die gewone werkure voorgeskryf in klosule 13 (1);

"loonvrag" die maksimum massa wat 'n motorvoertuig mag dra ooreenkomsig die bepalings van 'n motortransportsertifikaat of sertifikaat van vrystelling van die verpligting om sodanige motortransportsertifikaat uit te neem wat, ooreenkomsig die bepalings van die Motortransportwet en die regulasies daaroor afgekondig, deur die plaaslike Padvervoerraad (Kaapstad) uitgereik is;

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

"openbare vervoer" vervoer per spoor of openbare motorbus;

"kortelingsteier" 'n steier wat deur 'n enkele ry staanders en deur die bouwerk in verband waarmee dit gebruik word, gestut word;

"steier" 'n struktuur of raamwerk wat in verband met bou- of uitgravingswerk gebruik word om persone, uitrusting en materiaal in posisies bokant die grond te stut;

"seël" die amptelike seëlbewys wat deur die Raad aan werkgewers verkoop word;

"bouwerk" ook mure, grens-, tuin- en keermure en monumente;

"geskikte slaapplek" 'n waterdigte skuiling wat stewig toegesluit kan word, wat 'n vogdigte vloer het en gemeubileer is met beddens of kampbeddens en wat die nodige was- en latrinegeriewe het;

"taakwerk" 'n werkstelsel waarvolgens die minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of geproduseer moet word, vasgestel word as 'n voorwaarde vir die betaling van die loon voorgeskryf in klosule 16;

"kocksteier" 'n werkplatform wat gestut word deur bokke, en trapiere, drievooete en dergelyke stutte;

"ongeskoolde werk" enige werk (uitgesonderd die dryf van meganies aangedrewe voertuie, die bediening van 'n kraag-aangedrewe hyskraan of hystoestel), wat nie ingesluit is nie in—

(a) die werkzaamhede wat uitdruklik genoem word in die lys van ambagte, naamlik "messelwerk" tot "houtwerk" in die omskrywing van "Bounywerheid";

(b) die werkzaamhede genoem in die omskrywing van "werksman";

en dit omvat ook skuurwerk met skuurpapier wat met die hand op bouterreine verrig word;

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

"werkende werkewer" of "venoot" 'n werkewer of venoot wat 'n werkewer is en wat self werk verrig wat in die omskrywing van "bounywerheid" ingesluit word;

"loon" dié deel van die besoldiging wat in geld aan 'n werknemer betaalbaar is ingevolge klosule 16 ten opsigte van die gewone werkure voorgeskryf in klosule 13 (1): Met dien verstaande dat indien 'n werkewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié voorgeskryf in klosule 16, dit sodanige hoër bedrag beteken.

#### 4. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkewer wat op die datum waarop hierdie Ooreenkoms in werking tree, in die Nywerheid is en wat hom nie alreeds ingevolge 'n vorige ooreenkoms by die Raad laat

shall within one week of such date forward to the Secretary of the Council on a form prescribed by the Council the following particulars:

- (i) His full name;
- (ii) his business address;
- (iii) the trade or trades carried on by him in the Industry;
- (iv) the number of employees in his employment in the various categories for which wages are prescribed in this Agreement.

(b) Every employer in the Industry who enters the Industry on or after the date on which this Agreement comes into operation shall, within 30 days of becoming an employer forward to the Secretary of the Council on a form prescribed by the Council the following particulars:

- (i) His full name;
- (ii) his business address;
- (iii) the trade or trades carried on by him in the Industry;
- (iv) the number of employees in his employment in the various categories for which wages are prescribed in this Agreement.

(2) Where the employer is a partnership or company, information in accordance with subclauses (1) (a) and (b) shall be furnished to the Council in respect of each partner, director, manager or secretary, and in the event of a company, details of the certificate of incorporation issued by the Registrar of Companies.

(3) Every individual employer, partnership or company shall upon registration furnish to the Council the full title or style under which such business is conducted.

(4) Every employer shall notify the Council, in writing, of any change in the particulars furnished on registration or of ceasing operations in the Industry within 14 days of such change or of ceasing operations.

(5) A certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to each employer registered.

(6) 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 of two weeks' wages as prescribed in clause 16 for his employees and also to cover the payment of two weeks' levies due to the Council in terms of clause 28 and the payment of two weeks' contributions and allowances due to his employees in terms of clauses 21, 29 and 30: Provided that the guarantee lodged by any employer shall not be for an amount of less than R150 irrespective of the number of employees in the employment of such employer.

(7) The Council shall have the right at any time to call upon any employer to submit a return, in a form and manner prescribed by the Council, showing the total number of employees employed in the various categories for which wages are prescribed in this Agreement.

(8) Where in the opinion of the Council the guarantee lodged by any employer is insufficient to cover the payment of wages and levies referred to in subclause (6), the employer shall on demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

The Council shall likewise permit any employer to reduce the amount of such guarantee where a reduction in the number of employees employed warrants such a reduction: Provided the amount of such guarantee shall at no time be less than R150.

(9) Notwithstanding the provisions of subclause (7), no adjustment of the amount of the guarantee shall be required or permitted at intervals of less than six months.

## 5. NOTICE BOARD

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out, display in a conspicuous place, accessible to the public, a notice board of a size not less than 60 cm by 45 cm or a notice board approved by the Council showing clearly the name and address of such employer or partnership in letters not less than 75 mm high: Provided that subcontractors may use letters not less than 50 mm high.

(2) Every employer who is a member of the Master Builders' and Allied Trades' Association (Cape Peninsula) shall, in addition to the above, display a sign approved by the Council indicating that such employer is a member of the said Association.

registreer het nie, moet binne een week vanaf sodanige datum die volgende besonderhede aan die Sekretaris van die Raad stuur op 'n vorm wat deur die Raad voorgeskryf word:

- (i) Sy volle naam;
- (ii) sy besigheidsadres;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen;
- (iv) die getal werknemers in sy diens in die verskillende kategorieë waarvoor lone in hierdie Ooreenkoms voorgeskryf word.

(b) Elke werknemer in die Nywerheid wat op of na die datum waarop hierdie Ooreenkoms in werking tree tot die Nywerheid toetree, moet binne 30 dae vanaf die datum waarop hy 'n werknemer geword het die volgende besonderhede aan die Sekretaris van die Raad stuur op 'n vorm wat deur die Raad voorgeskryf word:

- (i) Sy volle naam;
- (ii) sy besigheidsadres;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen;
- (iv) die getal werknemers in sy diens in die verskillende kategorieë waarvoor lone in hierdie Ooreenkoms voorgeskryf word.

(2) Waar die werkewer 'n vennootskap of maatskappy is, moet die inligting wat by subklousule (1) (a) en (b) vereis word, aan die Raad verstrek word ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris en in die geval van 'n maatskappy, besonderhede van die sertifikaat van inkorporasie uitgereik deur die Registrateur van Maatskappye.

(3) Elke individuele werkewer, vennootskap of maatskappy moet by registrasie die volle naam en betiteling waaronder sodanige besigheid gedryf word, aan die Raad verstrek.

(4) Elke werkewer moet die Raad skriftelik in kennis stel van enige verandering in die besonderhede by registrasie verstrek of van staking van werksaamhede in die Nywerheid, binne 14 dae na sodanige verandering of van staking van werksaamhede.

(5) 'n Registrasiesertifikaat, onderteken deur of die Voorsitter of die Sekretaris van die Raad, moet aan elke geregistreerde werkewer uitgereik word.

(6) Elke werkewer wat in die Nywerheid is op die datum waarop hierdie Ooreenkoms in werking tree en elke werkewer wat na daardie datum tot die Nywerheid toetree, moet binne sewe dae vanaf sodanige datum of vanaf die datum waarop sodanige werkewer met werksaamhede begin, na gelang van die geval, aan die Raad 'n waarborg verskaf, wat vir die Raad aanneemlik is, om die betaling van twee weke se lone vir sy werknemers te dek, soos voorgeskryf in klousule 16 en ook om die betaling van twee weke se heffings wat aan die Raad ingevolge klousule 28 verskuldig is, en die betaling van twee weke se bydraes en toelaes verskuldig aan sy werknemers ingevolge klousules 21, 29 en 30 te dek: Met dien verstande dat die waarborg deur 'n werkewer ingedien vir 'n bedrag van minstens R150 moet wees, ongeag die getal werknemers in diens van so 'n werkewer.

(7) Die Raad is daar toe geregtig om 'n werkewer te eniger tyd te versoek om 'n opgawe in te dien, in die vorm en op die wyse deur die Raad voorgeskryf, waarin die totale getal werknemers in diens in die verskillende kategorieë waarvoor lone in hierdie Ooreenkoms voorgeskryf word, aangetoon word.

(8) Indien die waarborg wat deur 'n werkewer ingedien word, na die mening van die Raad ontoereikend is om die betaling van lone en heffings in subklousule (6) vermeld, te dek, moet die werkewer wanneer die Raad dit versoek, die bedrag van sodanige waarborg verhoog tot 'n bedrag wat voldoende is om sodanige betaling te dek.

Insgelyks moet die Raad 'n werkewer toelaat om die bedrag van so 'n waarborg te verminder wanneer 'n vermindering van die getal werknemers in diens van die werkewer so 'n vermindering regverdig: Met dien verstande dat die bedrag van so 'n waarborg nooit minder as R150 mag wees nie.

(9) Ondanks die bepalings van subklousule (7) word geen aanpassing van die bedrag van die waarborg met tussenpose van minder as ses maande vereis of toegelaat nie.

## 5. KENNISGEWINGBORD

(1) Elke werkewer en alle werkewers in vennootskap moet wanneer bouwerk verrig word, 'n kennisgewingbord van minstens 60 cm by 45 cm of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek waartoe die publiek toegang het, en daarop moet in letters wat minstens 75 mm hoog is die naam en adres van sodanige werkewer of vennootskap duidelik voorkom: Met dien verstande dat subkontrakteurs letters wat minstens 50 mm hoog is, kan gebruik.

(2) Elke werkewer wat lid is van die Master Builders' and Allied Trades' Association (Cape Peninsula) moet bemeens bogenoemde, 'n teken wat deur die Raad goedgekeur is, vertoon wat aandui dat sodanige werkewer lid van genoemde Vereniging is.

## 6. ENGAGEMENT OF EMPLOYEES

(1) Subject to the provisions of subclause (3) and of section 51 (10) of the Act—

(a) no member of any of the trade unions shall accept employment with any employer who is not a member of any of the Employers' Organisation or shall remain in the employment of any employer whose membership of the Employers' Organisations has been terminated;

(b) no member of any of the Employer's Organisations shall employ any employee who is not a member of any of the Trade Unions.

(2) Proof of membership of one of the trade unions shall be the production of a valid 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.

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

(a) to apprentices, learners and to employees for whom wages are prescribed in clause 16 (1) (a), (b), (c), (d) and (l);

(b) to foremen;

(c) where membership to a party to this Agreement has been refused without reasonable cause in the opinion of the Council, and the employee or employer concerned reported such refusal to the Council within 14 days;

(d) to an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the Trade Union concerned to become a member of it, the provisions of this clause shall immediately come into operation;

(e) unless an employee whose services may not be utilised in terms of subclause (1) can be replaced through the agency of the trade unions by an employee in possession of a valid membership card;

(f) to the employment of any employee who in the opinion of the Minister, has a good cause for objecting to becoming or remaining a member of a trade union.

## 7. EMPLOYMENT OF MINORS

No person under the age of 15 years shall be employed in the Industry.

## 8. 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.

(2) Application for permission to employ a learner shall be made to the Council by the employer in the form and manner prescribed which shall provide, inter alia, for the furnishing of the following particulars:

(a) The full name and date of birth or age of the person concerned;

(b) the nature of the work he is required to learn;

(c) the number of registered and approved learners already employed on such work; and

(d) the total number of employees, other than learners, who are employed on such work.

(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 contract in respect of such conditions and period which conditions and/or period shall not be varied without the prior consent of the Council.

(4) Notwithstanding any written contract which may have been entered into terms of subclause (3), 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 within seven days disperse with the services of the learner to whom the notification refers.

(5) When permission is withdrawn in terms of subclause (4), the employer shall within seven days of the notification return the contract referred to in subclause (3) to the Council for cancellation.

(6) No employer shall employ in any capacity any person who is employed under a registered contract of learnership with another employer unless prior permission is obtained from the Council and no employee who is employed under a registered contract of learnership shall offer himself for or accept employment with another employer unless he has obtained the prior permission of the Council.

## 6. INDIENSNEMING VAN WERKNEMERS

(1) Behoudens subklousule (3) en van artikel 51 (10) van die Wet—

(a) mag geen lid van enigeen van die vakverenigings werk aanneem by enige werkgewer wat nie 'n lid van enigeen van die werkgewersorganisasies is nie of in die diens bly van 'n werkgewer wie se lidmaatskap van die werkgewersorganisasie bestindig is nie;

(b) mag geen lid van enigeen van die werkgewersorganisasies 'n werknemer in diens neem wat nie 'n lid van enigeen van die vakverenigings is nie.

(2) Bewys van lidmaatskap van een van die vakverenigings is die voorlegging van 'n geldige lidmaatskapkaart uitgereik deur die betrokke vakvereniging, en hierdie kaart moet deur die werknemer getoon word wanneer hy om werk aansoek doen en daarom deur die werkgewer gevra word.

(3) Subklousule (1) is nie van toepassing nie—

(a) op vaseerlinge en leerlinge en op werknemers vir wie daar lone voorgeskryf word in klosule 16 (1) (a), (b), (c), (d) en (l);

(b) op voormanne;

(c) waar lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder redelike gronde geweier is, en die betrokke werknemer of werkgewer sodanige weiering binne 14 dae by die Raad aangemeld het;

(d) op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika: Met dien verstande dat, as 'n immigrant te eniger tyd na verloop van die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakvereniging, lid daarvan te word, hierdie klosule onmiddellik in werkung tree;

(e) tensy 'n werknemer wie se dienste nie ingevolge subklousule (1) hiervan gebruik mag word nie, deur tussenkom van die vakverenigings vervang kan word deur 'n werknemer wat in besit is van 'n geldige lidmaatskapkaart;

(f) op die indiensneming van 'n werknemer wat, na die mening van die Minister, 'n grondige beswaar daarteen het om lid te word of om lid te bly van 'n vakvereniging.

## 7. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

## 8. LEERLINGE

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

(2) Aansoek om toestemming om 'n leerling in diens te neem, moet by die Raad gedoen word deur die werkgewer in die vorm en op 'n wyse soos voorgeskryf waarin onder andere vir die verskaffing van die volgende besonderhede voorsiening gemaak moet word:

(a) Die volle naam en geboortedatum of ouerdom van die betrokke persoon;

(b) die aard van die werk wat die leerling moet leer;

(c) die getal geregistreerde en goedgekeurde leerlinge wat reeds in diens is om sodanige werk te verrig; en

(d) die totale aantal werknemers, uitgesonder leerlinge, wat in diens geneem is om sodanige werk te verrig.

(3) Die Raad is bevoegd om die diensvooraardes en leertyd in elke geval vas te stel en moet van die werkgewer en die betrokke leerling vereis om 'n skriftelike kontrak aan te gaan ten opsigte van sodanige voorwaardes en tydperk en sodanige voorwaardes en/of leertyd mag nie gewysig word nie tensy die toestemming van die Raad vooraf verkry.

(4) Ondanks enige skriftelike kontrak wat ingevolge subklousule (3) aangegaan mag word het, kan die Raad te eniger tyd by wyse van skriftelike kennisgewing sy toestemming vir die indiensneming van 'n leerling terugtrek indien hy bekou dat daar grondige redes bestaan om dit te doen, en by ontvangs van sodanige kennisgewing van die Raad moet die werkgewer binne sewe dae afsien van die dienste van die leerling op wie die kennisgewing betrekking het.

(5) Wanneer toestemming ooreenkomstig subklousule (4) teruggetrek word, moet die werkgewer binne sewe dae vanaf die kennisgewing die kontrak in subklousule (3) vermeld, vir kansellering aan die Raad terugstuur.

(6) Geen werkgewer mag 'n persoon wat ooreenkomstig 'n geregistreerde leerkontrak by 'n ander werkgewer in diens is in enige hoedanighede in diens neem nie tensy die toestemming van die Raad vooraf verkry is, en geen werknemer wat ooreenkomstig 'n geregistreerde leerkontrak in diens is, mag homself vir diens by 'n ander werkgewer aanbied of sodanige diens aanvaar nie tensy hy vooraf die toestemming van die Raad verkry het.

## 9. ILLEGAL EMPLOYMENT OF PERSONS

(1) No employer shall employ any person other than an artisan, apprentice or trainee under the Training of Artisans Act, 1951, on artisans' work.

(2) No employee shall instruct or permit any employee (whether working under his supervision or not) other than an artisan, apprentice or trainee under the Training of Artisans Act, 1951, to do artisans' work.

(3) For the purpose of this clause—

(a) "artisan" means any person employed in the Industry and/or in any one or more of the trades or subdivisions thereof enumerated under the definition of "Building Industry", who is not a trainee under the Training of Artisans Act, 1951, an apprentice, an operator of a hoist, or power-driven crane, an operator of a floor sandpapering machine, an employee engaged in the polishing of stone and terrazzo, a driver, an employee engaged on unskilled work, a watchman or an operative;

(b) "artisans' work" means employment in any one or more of the trades or subdivisions thereof enumerated under the definition of "Building Industry" but excluding operatives' work as defined in this Agreement.

(4) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement, outside of the Industry, whether for remuneration or not, on the public holidays and during the holiday period specified in clause 15 (1) and outside the ordinary hours of work prescribed in clause 13 (1), save that such employee may perform work for himself only.

## 10. PROHIBITION OF PIECE-WORK, TASK WORK AND LABOUR ONLY CONTRACTS

(1) The giving out by an employer or the performance by an employee of work on a piece-work and/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) Notwithstanding the provisions of subclause (1), it shall be permissible, by mutual agreement between any individual employer and his employees, other than apprentices, to introduce and to operate a system of incentive payments: Provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in this Agreement: Provided further that the other provisions of this Agreement are adhered to in every respect and the Council is advised, in writing, of the introduction of such scheme. Any dispute arising out of the operation of this subclause may be submitted by either party to the Council for decision.

### *Labour Only Contracts*

(3) No employer shall give out and/or perform work on a "labour only contract" basis.

(4) No employee shall perform work on such a basis.

For the purposes of this clause, "labour only contract" shall include any contract in respect of which the contractor does not supply the required materials for the completion of the contract or the performance of the work.

## 11. OPERATIVES

(1) (a) No employee other than an artisan, apprentice or trainee shall undertake operatives' work and no employer shall require or permit any employee other than an artisan to perform such work unless the employee concerned has been registered as an operative with the Council and issued by the Council with a certificate to that effect.

(b) No employer shall employ any person as an operative unless the written consent of the Council has first been obtained.

(2) An operative shall on demand by any duly authorised 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 or artisans in his employ for the purpose of replacing them with an operative or operatives.

(4) No person under the age of 21 shall qualify for registration as operative.

(5) Registration as operative shall be obtained by applying through the medium of the employer concerned to the Council on the form prescribed by the Council.

(6) The Council may at any time, by notice in writing, withdraw its consent to employ any operative, if in the opinion of the Council, good reason exists to do so.

## 9. ONWETTIGE INDIENSNEMING VAN PERSONE

(1) Geen werkewer mag 'n ander persoon as 'n ambagsman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, vir ambagswerk in diens neem nie.

(2) Geen werknemer mag 'n werknemer (hetso so 'n werknemer onder sy toesig werk of nie), uitgesonderd 'n ambagsman, vakleerling, of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, opdrag gee of toelaat om ambagswerk te verrig nie.

(3) Vir die toepassing van hierdie klousule beteken—

(a) "ambagsman" 'n persoon wat in diens is in die Nywerheid en/of in een of meer van die ambagte of onderafdelings daarvan wat in die omskrywing van "Bouwverheid" genoem word, wat nie 'n kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, 'n vakleerling, 'n bediener van 'n hystoestel of kragaangedrewe hyskraan, 'n bediener van 'n vloerskumasjien, 'n werknemer wat klip en terrasso poleer, 'n drywer, 'n werknemer wat ongeskoole werk verrig, 'n wag of 'n werksman is nie;

(b) "ambagswerk" werk in een of meer van die ambagte of onderafdelings daarvan wat in die omskrywing van "Bouwverheid" genoem word, maar sluit nie werksmanne se werk in soos in hierdie Ooreenkoms omskrywe nie.

(4) Geen werknemer mag, terwyl hy by 'n werkewer in diens is, op die openbare vakansiedae en gedurende die vakansietyd in klousule 15 (1) vermeld en buite die gewone werkure in klousule 13 (1) voorgeskryf enige werk wat in hierdie Ooreenkoms omskryf word, buite die Nywerheid—hetso teen vergoeding of nie—werf, onderneem of verrig nie, behalwe dat so 'n werknemer slegs vir homself werk kan verrig.

## 10. VERBOD OP STUKWERK, TAAKWERK EN KONTRAKTE VIR SLEGS ARBEID

(1) Die uitbesteding deur 'n werkewer, of die verrigting deur 'n werknemer, van werk op 'n stukwerk- en/of taakwerkgrondslag word verbied. Hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n gedeelte van die materiaal of uitrusting wat nodig is, verskaf.

(2) Ondanks subklousule (1) is dit toelaatbaar om deur middel van 'n onderlinge ooreenkoms tussen 'n individuele werkewer en sy werknemers, uitgesonderd vakleerlinge, 'n stelsel van aanspringsbetalings te voer en te handhaaf: Met dien verstande dat die besoldiging en ander geldelike voordele wat die werknemers toekom, as gevolg van die invoering en handhawing van sodanige stelsel nie minder mag wees nie as dié voorgeskryf in hierdie Ooreenkoms: Voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in alle opsigte nagekom word en die Raad skriftelik van die instelling van sodanige skema in kennis gestel word. 'n Geskil wat uit die toepassing van hierdie subklousule ontstaan, kan deur enige van die partye aan die Raad voorgelê word vir 'n beslissing.

### *Kontrakte vir slegs Arbeid*

(3) Geen werkewer mag werk op 'n kontrakgrondslag van "slegs arbeid" uitbestee en/of verrig nie.

(4) Geen werknemer mag werk op so 'n grondslag verrig nie. By die toepassing van hierdie klousule sluit 'n kontrak van "slegs arbeid" ook in 'n kontrak ten opsigte waarvan die kontrakteur nie die benodigde materiaal vir die voltooiing van die kontrak of die verrigting van die werk verskaf nie.

## 11. WERKSMANNE

(1) (a) Geen werknemer, uitgesonderd 'n ambagsman, vakleerling of kwekeling, mag werksmanne se werk verrig nie en geen werkewer mag van 'n werknemer, uitgesonderd 'n ambagsman, vereis of hom toelaat om sodanige werk te verrig nie, tensy die betrokke werknemer by die Raad as 'n werksman geregistreer is en 'n sertifikaat te dien effekte deur die Raad aan hom uitgereik is.

(b) Geen werkewer mag 'n persoon as 'n werksman in diens neem nie tensy die skriftelike toestemming van die Raad vooraf verkry is.

(2) Op aanvraag van 'n behoorlik gemagtigde beampete van die Raad of wanneer hy daarom deur 'n werkewer versoek word, moet 'n werksman die registrasiekaart wat deur die Raad aan hom uitgereik is, voorlê.

(3) Geen werkewer mag 'n ambagsman of ambagsmanne in sy diens ontslaan met die doel om hulle deur 'n werksman of werksmanne te vervang nie.

(4) Niemand onder die leeftyd van 21 mag in aanmerking kom vir registrasie as 'n werksman nie.

(5) Om registrasie as 'n werksman te verkry, moet deur bemiddeling van die betrokke werkewer daarom aansoek gedoen word by die Raad op die vorm deur die Raad voorgeskryf.

(6) Die Raad kan te eniger tyd, by wyse van skriftelike kennis, sy toestemming vir die indiensneming van 'n werksman terugtrek indien daar na die Raad se mening grondige redes bestaan om dit te doen.

## 12. TRANSPORT, WALKING TIME AND LODGING ALLOWANCE

(1) In addition to other remuneration payable in terms of this Agreement an employer shall pay to each employee for whom wages are prescribed in clause 16 (1) (a) to (j) inclusive, an allowance of 3c per hour in respect of ordinary time worked, and overtime worked on Saturdays and Sundays, such allowance to be deemed to be a walking time and/or transport allowance: Provided that such allowance shall not be payable in the case of an employee to whom the provisions of subclause (2) applies.

(2) An employee who in the performance of his duties is required to work away from his ordinary place of residence in a job so situated that such employee can be said to be unable to return to his normal place of residence daily, shall be paid the following transport allowance and/or allowance for keeping accommodation by his employer:

(a) In the absence of transport being provided by his employer, first-class railway fare and in the case of employees engaged in unskilled work, third-class railway fare to and from the place of work at the commencement and termination of such job respectively;

(b) suitable sleeping accommodation in proximity to the place of work or an allowance of—

(i) R2 in the case of employees engaged on artisans' or operatives' work;

(ii) R1,20 in the case of employees engaged on unskilled work;

n lieu thereof in respect of every night such employee spends away from his ordinary place of residence.

(3) No employer shall make it a condition of employment of an employee that such employee shall use his motor-car or other vehicle in connection with the employer's business.

## 13. HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME

(1) *Ordinary hours of work.*—Save as otherwise provided in this clause, no employer shall require or permit an employee, other than a watchman, to work, and no working employer or his partner shall perform any of the work of any of his employees for whom wages are prescribed in this Agreement and no employee whilst in the employ of an employer shall, for remuneration or not solicit, undertake or perform building work normally undertaken by the building industry—

(a) on a Saturday or on a Sunday;

(b) on any of the public holidays prescribed in clause 15 (1) (b);

(c) during the holiday periods prescribed in clause 15 (1) (a);

(d) on more than five days in any week from Monday to Friday inclusive;

(e) (i) in the case of motor vehicle drivers—

(aa) for more than 44 hours in any week;

(bb) for more than eight hours and 30 minutes daily from Monday to Friday inclusive; and

(cc) notwithstanding the provisions of paragraph (a), for more than four hours on Saturday;

(ii) in the case of employees engaged in performing unskilled work—

(aa) for more than 42 hours and 30 minutes in any week;

(bb) for more than eight hours and 30 minutes daily from Monday to Friday inclusive; and

(cc) before 7.30 a.m. or after 5.05 p.m. except on Fridays when finishing time shall be not later than 5 p.m.;

(iii) in the case of all other employees—

(aa) for more than 40 hours in any week;

(bb) for more than eight hours daily from Monday to Friday inclusive; and

(cc) before 8 a.m. or after 5 p.m.

(2) *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 45 minutes during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

(a) save as provided in subclause (3), periods of work interrupted by intervals of less than 45 minutes shall be deemed to be continuous;

(b) a driver of a motor 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.

## 12. VERVOER-, LOOPTYD- EN LOSIESTOELAE

(1) Benewens die ander besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, moet 'n werkewer aan elke werknemer vir wie lone voorgeskryf word in klosule 16 (1) (a) tot en met (j), van 'n toelae van 3c per uur betaal ten opsigte van gewone tyd werk, en oortydwerk wat op Saterdae en Sondae verrig is, en sodanige toelae word geag 'n looptyd- en/of vervoertoelae te wees: Met dien verstande dat sodanige toelae nie betaalbaar is nie in die geval van 'n werknemer op wie die bepalings van subklousule (2) van toepassing is.

(2) Aan 'n werknemer, van wie daar vereis word om by die uitvoering van sy pligte weg van sy gewone woonplek af te werk by 'n werksplek wat so geleë is dat daar beweer kan word dat so 'n werknemer nie in staat sal wees om daagliks na sy gewone woonplek terug te keer nie, moet daar die volgende vervoertoelae en/of toelae vir slaapplek deur sy werkewer betaal word:

(a) Waar sy werkewer nie vervoer verskaf nie: 'n Eersteklasspoorwegkaartjie en in die geval van werknemers wat ongeskoolde werk verrig, 'n derdeklasspoorwegkaartjie na en van die werkplek by die aanvang en beëindiging van sodanige werk;

(b) geskikte slaapplek in die nabijheid van die werksplek of 'n toelae van—

(i) R2 in die geval van werknemers wat ambagsmanne of werksmanne se werk verrig;

(ii) R1,20 in die geval van werknemers wat ongeskoolde werk verrig;

in plaas daarvan ten opsigte van elke nag wat so 'n werknemer weg van sy gewone woonplek af deurbring.

(3) Geen werkewer mag as 'n voorwaarde vir die indienstneming van 'n werknemer stel dat so 'n werknemer sy motor of ander voertuig in verband met die werkewer se sake moet gebruik nie.

## 13. WERKURE, GEWONE EN OORTYD-, EN BETALING VIR OORTYDWERK

(1) *Gewone werkure.*—Behoudens andersluidende bepalings in hierdie klosule, mag 'n werkewer nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n wag, werk nie, en geen werkende werkewer of sy venoot mag enige van die werk van enige van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word verrig nie, en geen werknemer mag, terwyl hy in diens van 'n werkewer is, bouwerk wat normaalweg deur die Bouwywerheid onderneem word, teen vergoeding al dan nie, werk, onderneem of verrig nie—

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

(b) op enige van die openbare feesdae in klosule 15 (1) (b) voorgeskryf;

(c) gedurende die vakansietydperke in klosule 15 (1) (a) voorgeskryf;

(d) op meer as vyf dae in 'n week van Maandag tot en met Vrydag;

(e) (i) in die geval van motorvoertuigdrywers—

(aa) vir meer as 44 uur in enige week;

(bb) vir meer as agt uur en 30 minute daagliks van Maandag tot en met Vrydag; en

(cc) ondanks paragraaf (a) vir meer as vier uur per Saterdag;

(ii) in die geval van werknemers wat ongeskoolde werk verrig—

(aa) vir meer as 42 uur en 30 minute in enige week;

(bb) vir meer as agt uur en 30 minute daagliks van Maandag tot en met Vrydag; en

(cc) voor 7.30 v.m. of na 5.05 n.m., behalwe op Vrydae wanneer uitskeityd nie later as 5 n.m. mag wees nie;

(iii) in die geval van alle ander werknemers—

(aa) vir meer as 40 uur in 'n week;

(bb) vir meer as agt uur daagliks vanaf Maandag tot en met Vrydag; en

(cc) voor 8 v.m. of na 5 n.m.

(2) *Etenespouses.*—'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens 45 minute te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

(a) werktydperke wat onderbreek word deur pouses van minder as 45 minute, behoudens subklousule (3), geag word aaneenlopend te wees;

(b) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 15 minutes as near as possible in the middle of each morning work period, and not less than 10 minutes as near as possible in the middle of each afternoon work period, and during such intervals such employee shall not be required or permitted to perform any work. The latter interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Shift work.*—Subject to the consent of the Council, an employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours, except under the conditions prescribed in subclauses (6), (7) and (8). One of these shifts shall be worked during the ordinary hours of work prescribed in subclause (1) (e). An employee working any shift other than the shift during the ordinary hours of work shall receive the wages payable under clause 16, plus 15 per cent: Provided that the provisions of this subclause shall not apply to watchmen.

(5) *Overtime.*—Subject to the provisions of subclause (4), all time worked in excess of the number of ordinary hours of work prescribed in subclause (1) shall be overtime.

(6) *Limitation of overtime.*—(a) An employer may require or permit his employees to work overtime for a period not exceeding two hours daily from Mondays to Thursdays inclusive: Provided that such overtime shall not be worked prior to the normal starting time of the establishment in the mornings unless the written permission of the Council has first been obtained.

(b) An employer may not require or permit an employee who is a motor vehicle driver to work overtime for more than—

(i) three hours on any day from Monday to Saturday inclusive; and

(ii) fifteen hours in any one week.

(c) Save as provided in paragraphs (a) and (b), no overtime shall be worked except—

(i) in the case of emergency work as defined;

(ii) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12 noon on the last working day prior to the day on which such overtime is to be worked. Such application shall give—

(aa) the name and address of the employer;

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

(cc) the place where, the date on which and the times when the work is to be commenced and completed;

(dd) the reasons why the work cannot be executed within the ordinary hours of work prescribed; and

(ee) the number of employees in each category.

(7) *Payment for overtime.*—An employer shall pay an employee, who works overtime, at a rate of not less than—

(a) in respect of overtime up to one hour daily on Mondays to Thursdays inclusive, his wage plus all allowances in respect of each hour or part of an hour so worked in any week;

(b) in respect of overtime worked—

(i) in excess of one hour daily on Mondays to Thursdays inclusive;

(ii) on Fridays;

(iii) on Saturdays prior to 5 p.m.;

(iv) during the holiday periods prescribed in clause 15 (1) (a);

one and one-third times his hourly wage in respect of each hour or part of an hour so worked in any week;

(c) in respect of overtime worked—

(i) after 5 p.m. on Saturdays;

(ii) on Sundays and up to the normal starting time on Mondays;

(iii) on the public holidays referred to in clause 15 (1) (b); one and two-thirds times his hourly wage in respect of each hour or part of an hour so worked in any week.

(8) (a) Notwithstanding the provisions of subclause (5), where, in any working week, an employee absents himself from work during any or all or the ordinary hours of work which are observed by his employer's establishment, such ordinary hours

(3) *Ruspouses.*—'n Werkewer moet aan elkeen van sy werknemers so na as doenlik aan die middel van elke werktydperk in die voormiddag 'n ruspouse van minstens 15 minute en so na as doenlik aan die middel van elke werktydperk in die namiddag 'n ruspouse van minstens 10 minute toestaan, en gedurende sodanige ruspouses mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om werk te verrig nie. Laasgenoemde ruspouse moet geag word deel van die gewone werkure van sodanige werknemer uit te maak.

(4) *Skofwerk.*—'n Werkewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk mits hy die toestemming van die Raad verkry: Met dien verstande egter dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie behalwe op die voorwaardes in subklousules (6), (7) en (8) voorgeskryf. Een van hierdie skofte moet gewerk word gedurende die gewone werkure in subklousule (1) (e) voorgeskryf. 'n Werknemer wat enige ander skof werk as die skof gedurende die gewone werkure moet die loon ontvang wat ingevolge klousule 16, betaalbaar is plus 15 persent: Met dien verstande dat hierdie subklousule nie op 'n wag van toe-passing is nie.

(5) *Oortydwerk.*—Behoudens subklousule (4) is alle tyd wat gewerk word bo en behalwe die gewone werkure in subklousule (1) voorgeskryf oortydwerk.

(6) *Beperking van oortydwerk.*—(a) 'n Werkewer kan van sy werknemer vereis of hom toelaat om daagliks van Maandag tot en met Donderdag vir 'n tydperk van meer as twee uur oortydwerk te verrig: Met dien verstande dat sodanige oortydwerk nie verrig mag word voor die normale aanvangsystd van die bedryfsinrigting se werk in dieoggende nie, tensy die skriftelike toestemming van die Raad vooraf verkry is.

(b) 'n Werkewer mag nie van 'n werknemer wat 'n motorvoertuigdrywer is, vereis of hom toelaat om—

(i) vir meer as drie uur op enige dag van Maandag tot en met Saterdag;

(ii) vir meer as 15 uur in enige week; oortyd te verrig nie.

(c) Behoudens paragraawe (a) en (b), mag geen oortydwerk verrig word nie behalwe—

(i) in die geval van noodwerk soos omskryf;

(ii) met die toestemming van die Raad, en aansoek om die Raad se toestemming moet skriftelik by die Raad ingedien word voor 12-ur op die laaste werkdag voor die dag waarop sodanige oortydwerk verrig moet word. Sodaanige aansoek moet die volgende besonderhede bevat:

(aa) Die naam en adres van die werkewer;

(bb) die aard van die werk wat verrig moet word;

(cc) die plek waar, die datum waarop en die tye wanneer die werk 'n aanvang moet neem en voltooi moet word;

(dd) die redes waarom die werk nie in die gewone werkure soos voorgeskryf, verrig kan word nie; en

(ee) die getal werknemers in elke klas.

(7) *Betaling vir oortydwerk.*—'n Werkewer moet 'n werknemer wat oortydwerk verrig, betaal teen minstens—

(a) ten opsigte van oortydwerk van hoogstens een uur daagliks op Maandae tot en met Donderdae, sy loon plus alle toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in enige week werk;

(b) vir oortydwerk verrig—

(i) vir meer as een uur daagliks op Maandae tot en met Donderdae;

(ii) op Vrydae;

(iii) op Saterdae voor 5 nm.;

(iv) gedurende die vakansietydperke voorgeskryf in klousule 15 (1) (a);

een en een-derde maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy aldus in enige week gewerk het;

(c) vir oortydwerk verrig—

(i) na 5 nm. op Saterdae;

(ii) op Sondae en tot by die normale aanvangsystd op Maandae;

(iii) op die openbare vakansiedae in klousule 15 (1) (a) vermeld;

een en twee-derde maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy aldus in enige week gewerk het.

(8) (a) Ondanks subklousule (5), wanneer 'n werknemer ir enige werksweek van sy werk af wegblly gedurende enige van al die gewone werkure wat vir sy werkewer se inrigting geld kan sodanige gewone werkure wat die werknemer nie gewerk het nie, afgetrek word van die aantal ure wat die werkneme

not worked by such employee may be deducted from the hours of overtime worked by such employee and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

(i) if the number of ordinary hours of work during which the employee is absent in any one working week, is in excess of the number of overtime hours worked, all such overtime hours may be paid for at the employee's ordinary rate;

(ii) overtime up to one hour worked daily from Monday to Thursday inclusive shall not be regarded as overtime for the purpose of this subclause;

(iii) where an employee is absent from work with the permission of his employer, or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rates applicable to the overtime hours worked: Provided further that an employer may call on an employee for a medical certificate as proof of cause of absence due to sickness.

(b) Any employee who is aggrieved by the application to him of any of the provisions of paragraph (a) may appeal to the Council against the decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(9) *Watchmen*.—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 provided that—

(i) he makes no deduction from his watchman's wages in respect thereof;

(ii) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted.

For the purpose of this paragraph "daily wage" means the weekly wage divided by six.

#### 14. RECORDS TO BE KEPT BY EMPLOYERS

(1) The provisions of section 57 (1) of the Act, prescribing that every employer shall at all times keep, in respect of all persons employed by him, records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation, and the provisions of any regulations made in pursuance of subsection (2) of the said section, shall be deemed to be incorporated in this Agreement.

(2) In addition to the particulars referred to in subclause (1), every employer shall keep a record, readily available for inspection at any time, of the Industrial Council number (otherwise known as the Holiday Fund or Pension Fund number) of every employee employed by him. In the case of Bantu employees the National Identity number, as reflected in the employee's pass or reference book, shall be deemed to be his Industrial Council number for the purposes of this clause. In the case of all other employees the Industrial Council number is the number in the Council's records against which Holiday Fund, Medical Aid Fund or Pension Fund contributions are credited to such employee and is the number reflected in the employee's contribution book.

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

#### 15. ANNUAL AND PUBLIC HOLIDAYS

(1) No employer shall perform or require or allow an employee other than a watchman to perform work, and no employee other than a watchman shall undertake or perform work, whether for remuneration or not, other than emergency work—

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

(i) commencing at 5 p.m. on 15 December 1972 and ending at 8 a.m. on 8 January 1973;

(ii) commencing at 5 p.m. on 14 December 1973 and ending at 8 a.m. on 7 January 1974;

(iii) commencing at 5 p.m. on 20 December 1974 and ending at 8 a.m. on 13 January 1975;

(iv) commencing at 5 p.m. on 19 December 1975 and ending at 8 a.m. on 12 January 1976;

oortydwerk verrig het, en vir die ure wat aldus agetrek word, moet die werknemer betaal word teen sy gewone loonskaal: Met dien verstande dat—

(i) as die aantal gewone werkure wat die werknemer in enige week nie gewerk het nie meer is as die aantal ure waarin hy oortydwerk verrig het, daar vir al sodanige ure van oortydwerk betaal moet word teen die werknemer se gewone loonskaal;

(ii) oortydwerk wat vir hoogstens een uur daagliks van Maandag tot en met Donderdag verrig word vir die toepassing van hierdie subklousule nie as oortydwerk beskou moet word nie;

(iii) wanneer 'n werknemer van sy werk afwesig is met die toestemming van sy werkgever, of afwesig is weens siekte of omstandighede buite sy beheer, hierdie subklousule nie van toepassing is nie en daar vir die ure van oortydwerk wat verrig is in so 'n geval betaal moet word teen die oortydariewe wat van toepassing is op die ure van oortydwerk wat verrig is: Voorts met dien verstande dat 'n werkgever van 'n werknemer kan vereis om 'n mediese sertifikaat voor te lê as bewys dat hy weens siekte van sy werk afwesig was.

(b) 'n Werknemer wat verontreg voel omdat enige van die bepalings van paragraaf (a) op hom toegepas is, kan by die Raad aanteken teen die besluit wat op hom toegepas is en die Raad kan, na oorweging van enige redes wat vir sodanige besluit aangevoer word, daardie besluit bekratig of sodanige ander uitspraak gee as wat na sy mening in so 'n geval gegee moes gewees het.

(9) *Wagte*.—Hierdie klosule is nie van toepassing nie op 'n wag wie se werkgever hom 'n diensvrye dag van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan: Met dien verstande dat—

(i) hy geen bedrag van sy wag se loon ten opsigte daarvan afstruk nie;

(ii) 'n werkgever, in plaas daarvan dat hy sodanige diensvrye dag aan sy wag toestaan, sodanige wag dié loon kan betaal wat hy sou ontvang het indien hy nie op sodanige diensvrye dag gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige diensvrye dag wat nie toegestaan is nie.

Vir die toepassing van hierdie paragraaf beteken "dagloon" die weekloon gedeel deur ses.

#### 14. REKORDS WAT DEUR WERKGEWERS GEHOU MOET WORD

(1) Daar word geag dat die bepalings van artikel 57 (1) van die Wet, waarin voorgeskryf word dat elke werkgever te alle tye ten opsigte van alle persone in sy diens rekord moet hou van besoldiging aan hulle betaal, van tyd wat hulle gewerk het en van sodanige ander besonderhede as wat by regulasie voorgeskryf is, en die bepalings van enige regulasies wat ingevolge subartikel (2) van genoemde artikel gemaak is, in hierdie Ooreenkoms ingelyf is.

(2) Benewens die besonderhede in subklousule (1) vermeld, moet elke werkgever 'n rekord hou, wat geredelik beskikbaar is vir inspeksie te eniger tyd, van die Nywerheidsraadnommer (anders bekend as die Vakansiefonds- of Pensioenfondsnommer) van elke werknemer in sy diens. In die geval van Bantoe-werknemers moet die Nasionale persoonsnommer, soos in die werknemer se pas- of bewyssboek aangeteken, vir die toepassing van hierdie klosule as sy Nywerheidsraadnommer geag word. In die geval van alle ander werknemers is die Nywerheidsraadnommer die nommer in die Raad se rekords wat gekrediteer word met so 'n werknemer se bydrae tot die Vakansiefonds, Mediese Hulpfonds of Pensioenfonds en dit is die nommer wat in die werknemer se bydraeboek verskyn.

(3) Die rekords in hierdie klosule vermeld, moet op materiaal van duursame aard in duidelik leesbare letters in ink ingeskryf of ingetik word.

#### 15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Geen werkgever mag werk verrig of van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om werk te verrig, en geen werknemer, uitgesonderd 'n wag, mag werk onderneem of verrig nie, hetsy teen vergoeding al dan nie, uitgesonderd noodwerk—

(a) gedurende die tydperke (hierna die "vakansietydperk" genoem)—

(i) wat om 5 nm. op 15 Desember 1972 begin en om 8 vm. op 8 Januarie 1973 eindig;

(ii) wat om 5 nm. op 14 Desember 1973 begin en om 8 vm. op 7 Januarie 1974 eindig;

(iii) wat om 5 nm. op 20 Desember 1974 begin en om 8 vm. op 13 Januarie 1975 eindig;

(iv) wat om 5 nm. op 19 Desember 1975 begin en om 8 vm. op 12 Januarie 1976 eindig;

(b) on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, Republic Day or on Family Day;

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

(2) Employees who are required to work during the holiday period or the public holidays referred to in subclause (1) with the prior consent of the Council, shall be paid at the rates laid down in clause 13 (7).

(3) Watchmen who are required to work during the holiday period shall be granted a period of three calendar weeks' leave within three months of the commencement of the building activities during the ensuing new year.

#### 16. WAGES

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

	Per hour R
(a) Employees engaged in unskilled work: Provided that any employee engaged in unskilled work who in addition to his ordinary work performs the duties of a watchman shall be paid R1 per week extra .....	0,38
(b) Operator of a hoist .....	0,45
(c) Operator of a power-driven crane .....	0,47
(d) Operator of a floor sandpapering machine; employees engaged in the polishing of stone and terrazzo .....	0,60
(e) Employees engaged on bituminous work and/or on the laying of asphalt and sheeting:	
Learners, during first year of learnership .....	0,48
Learners, during second year of learnership .....	0,54
Thereafter .....	0,62
(f) Employees engaged on putty glazing:	
Learners, during first year of learnership .....	0,51
Learners, during second year of learnership .....	0,56
Thereafter .....	0,69
(g) Employees engaged on roof tiling and roof slating, corrugated asbestos fixers:	
Learners, during first year of learnership .....	0,55
Learners, during second year of learnership .....	0,65
Thereafter .....	0,76
(h) Operatives .....	0,58
(i) Employees in the painting trade other than operatives and labourers .....	1,13
(j) Employees engaged in all other trades excluding apprentices and trainees but including motor and plant mechanics, fitters and turners exclusively employed in the Building Industry .....	1,17

	Per week R
(k) Drivers of motor vehicles of a pay load of six metric tons and over .....	31,76
Drivers of motor vehicles of a pay load of three to six metric tons .....	26,64
Drivers of all other motor vehicles .....	21,51
(l) Watchmen .....	17,64

(2) The wages prescribed in subclause (1) shall be subject to adjustments, according to the following formula, with effect from the commencement of the second pay-week of any employee following publication in the *Government Gazette* by the Department of Statistics of the consumer price index figure, all items, for Cape Town for the months of May and November each year:

Current wage rate multiplied by new consumer price index figure and divided by the index figure on which the current wage rate was calculated, the adjustment to be rounded off to the nearest cent.

For the purpose of this clause, the term "current wage rate" shall mean the minimum prescribed wage as adjusted in accordance with the formula set out in this subclause which is payable immediately prior to the commencement of the aforesaid second pay-week and the term "new consumer price index" shall mean the price index figures for the months of May and November immediately preceding the adjustment as the case may be.

(3) *Differential wage.*—An employee who on any day performs two or more classes of work for which different rates of wages are prescribed in subclause (1), shall be paid at the rate of the highest wage for all hours worked on that day.

(4) *Minors.*—A minor employed with the consent of the Registrar of Apprenticeship and in terms of the provisions of the Apprenticeship Act for a period without a contract of apprenticeship shall be paid wages not less than those laid down by the National Apprenticeship Committee for the Building Industry during such period.

(b) op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofdag, Kersdag, Tweede Kersdag, Nuwejaarsdag, Republiekdag of op Gesinsdag;

tensy die skriftelike toestemming van die Raad vooraf verkry is.

(2) Werknemers van wie daar vereis word om, met die voorafverkree toestemming van die Raad, te werk gedurende die vakansietydperk of die openbare vakansiedae bedoel in subklou-sule (1) van hierdie klousule, moet besoldig word teen die skale in klousule 13 (7) voorgeskryf.

(3) Aan 'n wag van wie vereis word om gedurende die vakansietydperk te werk, moet verlof vir 'n tydperk van drie kalendereweke toegestaan word binne drie maande na die aanvang van die bouwerkzaamhede gedurende die volgende nuwe jaar.

#### 16. LONE

(1) Behoudens die ander bepalings van hierdie klousule, mag geen loon wat laer is as die volgende deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

	Per uur R
(a) Werknemers wat ongeskoonde werk verrig: Met dien verstande dat 'n werknemer wat ongeskoonde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer, 'n addisionele R1 per week betaal moet word .....	0,38
(b) Bediener van 'n histoestel .....	0,45
(c) Bediener van 'n kragaangedrewe hyskraan .....	0,47
(d) Bediener van 'n vloerskuurmasjién; werknemers wat kliippe en terrasso poleer .....	0,60
(e) Werknemers wat bitumineuse werk doen en/of asfalt en beplating lê:	
Leerlinge, gedurende eerste jaar as leerling .....	0,48
Leerlinge, gedurende tweede jaar as leerling .....	0,54
Daarna .....	0,62
(f) Werknemers wat ruite met stopverf insit:	
Leerlinge, gedurende eerste jaar as leerling .....	0,51
Leerlinge, gedurende tweede jaar as leerling .....	0,56
Daarna .....	0,69
(g) Werknemers wat pan- en leidekking doen:	
Leerlinge, gedurende eerste jaar as leerling .....	0,55
Leerlinge, gedurende tweede jaar as leerling .....	0,65
Daarna .....	0,76
(h) Werksmanne .....	0,58
(i) Werknemers in die verfambag, uitgesonderd werksmanne en arbeiders .....	1,13
(j) Werknemers in alle ander ambagte, uitgesonderd vakleerlinge en kwekelinge maar met inbegrip van motor-en installasiewerktuigkundiges, passers en draaiers wat uitsluitlik in die Bouwywerheid werkzaam is .....	1,17

	Per week R
(k) Drywers van motorvoertuie met 'n loonvrag van ses metriekie ton en meer .....	31,76
Drywers van motorvoertuie met 'n loonvrag van drie tot ses metriekie ton .....	26,64
Drywers van alle ander motorvoertuie .....	21,51
(l) Wagte .....	17,64

(2) Die lone in subklousule (1) voorgeskryf, is onderworpe aan aanpassings, ooreenkomsdig die formule hieronder aangegee, vanaf die aanvang van die tweede betaalweek van enige werknemer wat volg op die publikasie in die *Staatskoerant* deur die Departement van Statistiek van die verbruikersprysindekssyfer, alle items, vir Kaapstad vir die maande Mei en November in elke jaar:

Geldende loontarief vermenigvuldig met nuwe verbruikersprysindekssyfer en gedeel deur die indekssyfer waarvolgens die geldende loontarief bereken was, en die aanpassing moet tot die naaste sent afgerond word.

Vir die toepassing van hierdie klousule beteken die uitdrukking "geldende loontarief" die minimum voorgeskrewe loon soos aangepas ooreenkomsdig die formule in hierdie subklousule uitengesit wat betaalbaar is onmiddellik voor die aanvang van die genoemde tweede betaalweek en die uitdrukking "nuwe verbruikersprysindekssyfers" beteken die prysindekssyfers vir die maande Mei en November wat die aanpassing onmiddellik voorafgaan, na gelang van die gevall.

(3) *Differensiële loon.*—'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in subklousule (1) voorgeskryf word, moet vir al die ure op so 'n dag gewerk, teen die hoër loon besoldig word.

(4) *Minderjariges.*—'n Minderjarige wat met die toestemming van die Registrateur van Vakleerlinge en ingevolge die Wet op Vakleerlinge vir 'n tydperk sonder 'n leerkontrak in diens geneem word of in diens geneem is, moet gedurende sodanige tydperk 'n loon ontvang van minstens dié wat die Nasionale Komitee vir Vakleerlinge in die Bouwywerheid voorgeskryf het.

(5) Nothing in this Agreement shall operate to reduce the wage of an employee who, on the date or immediately prior to the date of coming into force of this Agreement, 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, continue to be paid such higher rate, as if such higher rate was the minimum prescribed in subclause (1) for an employee of his class.

(6) *Dangerous work.*—In addition to the wages prescribed in subclause (1), an employer shall pay to his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which such employee is engaged in performing dangerous work.

For the purposes of this subclause, "dangerous work" means any work—

(a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;

(b) performed on the outside of a building other than in the course of the erection of a new building, on or from a swinging scaffold, boatswain's chair, or a roof or extension ladder at a height of more than 10 m from ground level in connection with the renovation, alteration or repair of such building or the erection of illuminations or the hanging of bunting;

(c) performed on an independent chimney or steel stack at a height of more than 10 m from the ground level; and

(d) performed in old sewers or in trenches over 5 m in depth.

## 17. PAYMENT OF WAGES AND OVERTIME

(1) Except where otherwise provided in this Agreement, all remuneration due to an employee shall be paid in cash weekly between 1 p.m. and 5 p.m. but not later than normal finishing time on Friday or on termination of employment if such termination takes place before Friday: Provided that—

(i) payment may be made on a day prior to Friday if agreed to by the employer and the employee and notification, in writing, of such alteration is forwarded to the Council by the employer; and

(ii) when Friday is a holiday in the Industry payment shall be made on the Thursday preceding such holiday.

(2) Payment of all remuneration to which an employee is entitled shall be made on the site where such employee is employed or at the office or workshop of the employer.

(3) Subject to the provisions of clause 18 (1) (c) any employer who fails to make payment on termination of employment as laid down in subclause (1), shall make such payment not later than finishing time on the next working day and shall, subject to a minimum payment in respect of a period of one hour, pay such employee all remuneration in respect of every working hour or part thereof from the time of termination of employment until the time of final payment, which time shall be fixed by the employer who shall give notice thereof, in writing, to the employee.

(4) Every employer shall pay wages, remuneration for overtime, allowances and all other remuneration payable to employees and enclose all stamps to which an employee is entitled, in sealed envelopes endorsed with the name of the employer, the name and trade or occupation of the employee, the date on which the week ended together with a statement, either specified on the face of the envelope or on a separate statement enclosed in the envelope, stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom and the net remuneration contained in the envelope. Such envelope, together with any statement enclosed in the envelope, shall remain the property of the employee.

The reverse side of such envelope shall be endorsed as follows:

"ALL STAMPS MUST BE AFFIXED IMMEDIATELY IN A CONTRIBUTION BOOK OBTAINABLE FROM THE COUNCIL".

(5) 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 provided for in clauses 18, 28, 29 and 30;

(b) deductions provided for in clauses 31 and 32;

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

(5) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder van 'n werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms of onmiddellik voor sodanige datum deur sy werkgever 'n hoër loon betaal is as die minimum loon wat in hierdie klousule vir 'n werknemer van sy klas voorgeskryf word, en so 'n werknemer moet, solank hy in die diens van dieselfde werkgever is, steeds sodanige hoër loon betaal word, asof sodanige hoër loon die minimum is wat in subklousule (1) vir 'n werknemer van sy klas voorgeskryf word.

(6) *Gevaarlike werk.*—Benevens die loon voorgeskryf in subklousule (1), moet 'n werkgever aan sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur waarin so 'n werknemer geværlike werk verrig.

Vir die toepassing van hierdie subklousule beteken "gevaarlike werk" enige werk—

(a) wat as geværlik geklassifiseer is in enige wet, provinsiale ordonnansie, munisipale verordening of regulasie wat op die Bouwyeverheid betrekking het en wat van krag is in enige dorp of plek waarin of waar sodanige werk verrig word;

(b) wat op 'n hoogte van meer as 10 m van die grond af aan die buitekant van 'n gebou (uitgesonderd in die oprigting van 'n nuwe gebou), op of van 'n hangsteier, bootsmanstoel, of 'n dak of skuifleer verrig word in verband met die opknapping, verbouing of herstel van sodanige gebou of die aanbring van verligting of die ophang van feestooisels;

(c) wat aan 'n alleenstaande skoorsteen of staalbundel verrig word op 'n hoogte van meer as 10 m van die grond af; en

(d) wat in ou riele of in slotte wat meer as 5 m diep is, verrig word.

## 17. BETALING VAN LONE EN OORTYDBESOLDIGING

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, moet alle besoldiging wat aan 'n werknemer verskuldig is, weekliks in kontant tussen 1 nm. en 5 nm. betaal word maar nie later nie as die gewone sluitingstyd op Vrydag of by diensbeëindiging as dit voor Vrydag plaasvind: Met dien verstande dat—

(i) besoldiging op 'n dag voor Vrydag betaal mag word indien die werkgever en die werknemer daartoe ooreengekom het en die werkgever die Raad skriftelik in kennis gestel het van sodanige verandering; en

(ii) wanneer 'n Vrydag 'n vakansiedag in die Nywerheid is, betaling moet geskied op die Donderdag voor sodanige vakansiedag.

(2) Betaling van alle besoldiging waarop 'n werknemer geregtig is, moet op die terrein waar so 'n werknemer werk of by die kantoor of werkinkel van die werkgever betaal word.

(3) Behoudens klousule 18 (1) (c) moet 'n werkgever wat versuim om, soos in subklousule (1) voorgeskryf, sy werknemer by diensbeëindiging te betaal, so 'n werknemer betaal nie later nie as die sluitingstyd op die eersvolgende werkdag en, onderworpe aan 'n minimum betaling ten opsigte van 'n tydperk van een uur, aan so 'n werknemer alle besoldiging betaal ten opsigte van elke werkruuk of gedeelte daarvan van of die tyd van diensbeëindiging tot die tyd van finale betaling, en laasgenoemde tyd word vasgestel deur die werkgever wat skriftelik kennis daarvan aan die werknemer moet gee.

(4) Elke werkgever moet die lone, besoldiging vir oortyd, toelaes en alle ander besoldiging wat aan werknemers verskuldig is, betaal, en alle seëls waarop 'n werknemer geregtig is, insluit in versëilde koeverte waarop die naam van die werkgever, die naam en ambag of beroep van die werknemer en die datum waarop die week geëindig het, gemeld word, en voorts moet daar of op die voorkant van die koevert of op 'n afsonderlike staat daarin ingesluit, breedvoerig gemeld word hoe die bruto besoldiging bereken is, watter bedrae daarvan afgetrek is en wat die netto besoldiging is wat die koevert bevat. Sodanige koevert en ook die staat daarin ingesluit, bly die eiendom van die werknemer.

Op die keersy van sodanige koevert moet die volgende woorde verskyn:

"ALLE SEËLS MOET ONMIDDELLIK IN 'N BYDRAEBOEK WAT VAN DIE RAAD VERKRYGBAAR IS, GEPLAK WORD".

(5) 'n Werkgever mag sy werknemer geen boetes ople of enige bedrae van sy werknemer se besoldiging afgrek nie: Met dien verstande dat hy die volgende kan afgrek:

(a) Aftrekkings waarvoor in klousules 18, 28, 29 en 30 voorsiening gemaak is;

(b) aftrekkings waarvoor in klousules 31 en 32 voorsiening gemaak is;

(c) enige bedrag wat 'n werkgever regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet afgrek;

(d) with the written consent of his employee a deduction in respect of the repayment or part repayment of any loan or advance on wages owing by such employee to his employer: Provided that such deduction shall not in any one week be more than one-third of the employee's total remuneration; (e) deductions provided for in any other agreement of the Council.

#### 18. TERMINATION OF EMPLOYMENT

(1) Subject to the right of an employer or employee to terminate employment without notice for any good cause recognized as such by law, an employer desirous of terminating the services of an employee and any employee desirous of terminating an engagement with an employer shall give not less than two hours' notice on any working day, the minimum period of which notice shall become operative at the commencement of the last two hours before finishing time on the day on which notice is given: Provided that—

(i) an employer who gives notice to an employee shall not require such employee to work the minimum period of such notice which period shall, for the purpose of this subclause, be deemed to be time worked at the rates laid down in clause 16;

(ii) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged, save that an employee engaged as a carpenter or joiner shall during the minimum period of such notice be allowed to put his tools in working order but shall nevertheless continue until finishing time at the work for which he was engaged for any portion of such minimum period not required for this purpose; and

(iii) an employee who desires to give notice and requires payment of wages due to be made on the day of termination of employment, shall give his notice to the employer before 10 a.m. on the day of such termination; otherwise payment of wages due may, in consequence, take place on the next working day.

For the purpose of this clause "working day" means any day prescribed in or as may be laid down in accordance with the provisions of clause 13.

(2) Should an employee cease work without having given to his employer the notice prescribed in subclause (1), the employer may deduct from any wages due to such employee an amount equivalent to the wages payable in terms of clause 16 for a period equal to such notice.

(3) The provisions of subclauses (1) and (2) shall not apply unless an employee has worked for at least three consecutive days for the same employer.

(4) (a) Nothing in this clause shall prevent an employer from laying off an employee on account of inclement weather and the employer shall not be liable for payment of any remuneration during such suspension.

(b) Nothing in this clause shall prevent an employer from laying off an employee on account of shortage of materials and the employer shall not be liable for payment of any remuneration during suspension: Provided that, unless the employer has given the employee notice on the previous day that his services will not be required because of a shortage of materials, the employer shall pay to such an employee, who reports for work, a minimum of one hour's remuneration in respect of such day not worked because of a shortage of materials.

(c) No employer shall suspend an employee from work for any period as a disciplinary measure.

#### 19. PROHIBITED EMPLOYMENT

Subject to the provisions of section 83 of the Act, and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an 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.

#### 20. STORAGE AND PROVISION OF TOOLS, ETC.

(1) Suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. All employees' tools in workshops and in lock-up places provided in terms of this

(d) met die skriftelike toestemming van sy werknemer 'n bedrag vir die terugbetaling of gedeelte terugbetaling van enige lening of voorskot op sy loon wat so 'n werknemer aan sy werkgever verskuldig is: Met dien verstande dat sodanige aftrekking in enige bepaalde week hoogstens een derde van die werknemer se totale besoldiging is;

(e) bedrae waarvoor in enige ander ooreenkoms van die Raad voorsiening gemaak is.

#### 18. DIENSBEEINDIGING

(1) Behoudens die reg van 'n werkgever of werknemer om diens sonder kennisgewing te beëindig om 'n regsgeldige rede, moet 'n werkgever wat die dienie van 'n werknemer wil beëindig en 'n werknemer wat sy diens by 'n werkgever wil beëindig, minstens twee uur op enige werkdag kennis gee, en die minimum tydperk van sodanige kennisgewing tree in werking by die begin van die laaste twee uur voor uitskeityd op die dag waarop kennis gegee is: Met dien verstande dat—

(i) 'n werkgever wat aan 'n werknemer kennis gee, nie van sodanige werknemer mag vereis om die minimum tydperk van sodanige kennisgewing te werk nie, en sodanige tydperk word vir die toepassing van hierdie subklousule geag tyd te wees wat gewerk is teen die loon voorgeskryf in klousule 16;

(ii) 'n werknemer wat aan 'n werkgever kennis gee, nogtans tot by uitskeityd moet aanhou met die werk waarvoor hy in diens geneem is, maar dat 'n werknemer wat as 'n timmerman of skrynwerker in diens geneem is, gedurende die minimum tydperk van sodanige kennisgewing toegelaat moet word om sy gereedskap in werkende orde te bring, dog hy moet nogtans vir enige gedeelte van sodanige minimum tydperk wat nie vir hierdie doel nodig is nie, tot by uitskeityd voortgaan met die werk waarvoor hy in diens geneem is; en

(iii) 'n werknemer wat kennis wil gee en wat wil hê dat die loon wat aan hom verskuldig is betaal moet word op die dag van diensbeëindiging, die werkgever voor 10 vm. op die dag van sodanige diensbeëindiging kennis moet gee; so nie, kan die loon wat verskuldig is op die daaropvolgende werkdag betaal word.

Vir die toepassing van hierdie klousule beteken "werkdag" enige dag wat voorgeskryf is in of wat bepaal mag word ooreenkomsdig klousule 13.

(2) Indien 'n werknemer ophou werk sonder dat hy sy werkgever kennis gegee het soos voorgeskryf in subklousule (1) kan die werkgever van die loon wat aan so 'n werknemer verskuldig is, 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 16 betaalbaar is vir 'n tydperk gelyk aan sodanige kennisgewing-tydperk.

(3) Subklousules (1) en (2) is nie van toepassing nie tensy 'n werknemer vir minstens drie agtereenvolgende dae vir dieselfde werkgever gewerk het.

(4) (a) Niks in hierdie klousule vervat, belet 'n werkgever om 'n werknemer as gevolg van gure weer tydelik te ontslaan nie, en die werkgever is nie aanspreeklik vir betaling van enige besoldiging gedurende sodanige skorsing nie.

(b) Niks in hierdie klousule vervat, belet 'n werkgever om 'n werknemer as gevolg van 'n tekort aan materiaal tydelik te ontslaan nie, en die werkgever is nie aanspreeklik vir die betaling van enige besoldiging tydens sodanige skorsing nie: Met dien verstande dat, indien die werkgever die werknemer nie op die vorige dag in kennis gestel het dat sy dienie nie nodig sal wees nie vanweë 'n tekort aan materiaal, die werkgever so 'n werknemer wat hom vir diens aanmeld 'n minimum van een uur se besoldiging moet betaal ten opsigte van sodanige dag wat hy nie gewerk het nie vanweë 'n tekort aan materiaal.

(c) 'n Werkgever mag 'n werknemer nie as 'n dissiplinêre maatreel vir enige tydperk uit sy werk skors nie.

#### 19. VERBOD OP INDIENSNEMING

Behoudens artikel 83 van die Wet, soos gewysig, en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepalings waarby die aanwerwing of indiensneming van 'n werknemer vir enige klas werk of op enige voorwaarde verbied word, geag die werkgever vry te stel van die betaling van die besoldiging wat hy moes betaal het en die nakoming van die voorwaardes wat hy moes nagekom het as sodanige aanwerwing of indiensneming nie verbied was nie; en die werkgever moet aanhou om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige aanwerwing of indiensneming nie verbied was nie.

#### 20. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkgever moet op elke werkplek 'n gesikte toelate plek vir gereedskap verskaf, en die werkgever moet 'n verantwoordelike persoon op elke werkplek aanstel wat moet sorg dat sodanige plekke toegesluit word. Hierdie bepaling is nie op stukwerk van toepassing nie. Al die gereedskap van werknemers

subclause, shall be insured by the employer against loss by fire: Provided that this provision shall apply only when an employee's tools are marked with his name and such employee has provided the employer with an inventory of such tools and has furnished the employer a reasonable opportunity of checking such inventory. If any such tools are not insured the employer shall in any case be liable for any such loss.

(2) Employers shall supply in good order and condition 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.

(3) Employers shall provide in good order and condition in the case of:

(a) *Carpenters*.—All cramps, handscrews, glue-brushes, wrenches, crowbars, augurs and bits over 30 cm long, and all hammers over 1 360 gm, and saws for cutting asbestos sheets, formica and similar material.

(b) *Masons and stone-cutters*.—(i) Tools for working granite or other stone, precast stone or artificial granite.

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

(iii) An employee to sharpen all tools.

(c) *Painters and paper hangers*.—All tools except putty knives, dusters and paper-hangers' brushes and scissors.

(d) *Plasterers*.—Dagha boards and stands of a suitable height, rollers, straight edges and special granolithic tools.

(e) *Plumbers and gas-fitters*.—(i) Machines used in shop or on job.

(ii) Stake and rivetting bars and drills of all sizes.

(iii) Screwing tackle, such as stock, 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) Soldering-irons and blow lamps.

(viii) Chisels, punches and wall-pins over 22½ cm in length.

(ix) Files and hack-saw blades.

(x) Mandrels over 5 cm in diameter.

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

(xii) Sheet-metal worker's mallet and heavy dressers.

(xiii) Punches over 6 mm in diameter.

(xiv) Wrenches and tongs over 30 cm in length.

## 21. TOOL INSURANCE FUND

(1) (a) The operation of the Tool Insurance Fund for the Building Industry (Western Province), hereinafter referred to as the "Fund", established under Government Notice R. 1213 of 11 August 1967, for the purpose of compensating employees for the loss of tools by theft, which fund shall be administered by the Council, is hereby continued.

(b) The Fund shall consist of—

(i) contributions from employers paid into the Fund in accordance with paragraphs (g) and (j);

(ii) interest derived from the investment of any moneys of the Fund;

(iii) any other sums to which the Fund may become entitled.

(c) All moneys accruing to the Fund shall be deposited in a separate account with a bank to the credit of the Fund.

(d) The moneys of the Fund shall be applied to the payment of compensation as prescribed in paragraph (k), and to payment of any expenditure incurred in connection with the administration of the Fund.

(e) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in—

(i) stock 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 registered building societies or banks or in any other manner approved by the Registrar.

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

in werkinkels en in toesluitplekke wat ooreenkomsdig die bepalings van hierdie subklousule verskaaf is, moet deur die werkewer verseker word teen verliese deur brand: Met dien verstaande dat hierdie bepaling van toepassing is slegs wanneer 'n werknemer se gereedskap gemerk is met sy naam en so 'n werknemer die werkewer van 'n inventaris van sodanige gereedskap voorsien en die werkewer 'n redelike geleenthed gegee het om sodanige inventaris na te gaan. Indien sodanige gereedskap nie verseker is nie, is die werkewer in elk geval aanspreeklik vir sodanige verliese.

(2) Werkewers moet slystene wat in 'n goeie orde en in 'n grotte toestand is, verskaaf vir die slyp van gereedskap. Waar geen slysteen op 'n werkplek verskaaf word nie, moet geskikte fasiliteite en tyd aan timmermans en skrynwewers voor die beëindiging van hul dienste toegestaan word om hul gereedskap in orde te bring.

(3) Werkewers moet ondergenoemde gereedskap in goeie orde en in 'n goeie toestand verskaaf in die geval van:

(a) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, aewegare en bore wat meer as 30 cm. lank is, alle hamers met 'n massa van meer as 1 360 g en sae waarmee asbesplate, formica en dergelyke materiaal gesaag kan word.

(b) *Klipmesselaars en klipkappers*.—(i) Gereedskap vir die bewerking van graniet of ander klip, voorafgegroepte klip of kunstgraniot.

(ii) 'n Geskikte skuur vir klipkappers, waarvan die dak minstens 3 m hoog moet wees. Hierdie reël is nie op klein werkies op bouterreine van toepassing nie.

(iii) 'n Werknemer om alle gereedskap skerp te maak.

(c) *Verwers en plakkars*.—Alle gereedskap met uitsondering van stopvermesse, stoffers, plakkwaste en skêre.

(d) *Pleisteraars*.—Daghapanke en staanders van 'n geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granoliet.

(e) *Loodgieters en gasaanleers*.—(i) Masjiene wat in 'n werkplek gebruik word.

(ii) Afsteekpenne en klinkstawe en bore van alle groottes.

(iii) Draadsnygereedskap soos stokke en snymoere, snytappe en ratels.

(iv) Pypsnycereedskap en skroewe.

(v) Spesiale en swaar kalfaaysters en vuurkonkas.

(vi) Metaalpotte en groot gietelepels.

(vii) Soldeerboute en blaaslampe.

(viii) Beitel, ponse en muurpenne wat langer as 22½ cm is.

(ix) Vyle en ystersaaglemme.

(x) Drewels wat meer as 5 cm in deursnee is.

(xi) Klinknaelstelle van grootte No. 12 en groter en groefgereedskap.

(xii) Plaatmetaalwerkershamer en swaar klophamers.

(xiii) Ponse wat meer as 6 mm in deursnee is.

(xiv) Moersleutels en tange wat langer as 30 cm is.

## 21. GEREDSKAPVERSEKERINGSFONDS

(1) (a) Die Gereedskapversekeringsfonds vir die Bouweryheid (Westelike Provinsie), hierna die "Fonds" genoem, ingestel by Goewermentskennisgewing R. 1213 van 11 Augustus 1967 met die doel om werknemers te vergoed vir die verlies van gereedskap deur diefstal, welke fonds deur die Raad geadministreer word, word hierby voortgesit.

(b) Die Fonds bestaan uit—

(i) bydraes van werknemers wat ooreenkomsdig paragraue (g) en (j) in die Fonds gestort word;

(ii) rente ontvang uit die belegging van geld van die Fonds;

(iii) enige ander bedrae waarop die Fonds geregely mag word.

(c) Enige geld wat die Fonds toeval, moet in 'n aparte rekening by 'n bank in die kredit van die Fonds gestort word.

(d) Die geld van die Fonds moet gebruik word vir die uitbetaling van vergoeding soos in paragraaf (k) voorgeskryf, en vir die betaling van uitgawe wat aangegaan word in verband met die administrasie van die Fonds.

(e) Alle geld wat nie nodig is om lopende uitbetalings en uitgawes te dek nie, moet slegs in die volgende belê word:

(i) Effekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) posspaarbankrekenings of -sertifikate;

(iv) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke of op enige ander manier wat die Registratore goedkeur.

(f) Alle uitbetalings uit die Fonds moet per tiek geskied wat onderteken is deur die Voorsitter of Ondervoorsitter van die Raad, of sodanige ander lede van die Raad waartoe die Raad van tyd tot tyd mag besluit, en moet deur die Sekretaris of sodanige ander beampete waartoe die Raad van tyd tot tyd mag besluit, medeonderteken word.

(g) The moneys of the Fund shall be acquired by means of a contribution by an employer of 1c per week in respect of each employee employed by such employer for whom wages are prescribed in clause 16 (1) (i) and (j).

(h) No payment in terms of paragraph (g) shall be made by an employer in respect of an employee who works less than 17 hours for him in any week.

(i) Where an employee is employed by two or more employers during the same week, the payment in terms of paragraph (g) for that week shall be made by the employer by whom such employee was first employed during that week for not less than 17 hours.

(j) The contribution referred to in paragraph (g) shall be paid by an employer to the Council, *mutatis mutandis* in the manner and in accordance with the procedure and conditions laid down in clause 28: Provided that the value of the stamp issued on each pay day to each of the employees concerned in respect of the Fund shall be 1c.

(k) Subject to the provisions of subclause (2) (c) the principal objects of the fund shall be to compensate employees for the loss of their tools by theft from lock-ups: Provided that, subject to the provisions of clause 20 an employer shall, in respect of such claim irrespective of the number of artisans concerned in each claim admitted by the Council be responsible for the first R6 or any lesser amount should the total value of the claim as admitted by the Council not exceed R6: Provided further that if an employee loses his tools due to the acts and/or omissions of an employer as described in clause 20 (1), the employer of such employee shall be responsible for the whole amount of such lost tools.

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

(m) (a) The provisions of clause 20 and subclause (1) relating to the loss of tools, other than the loss of tools by fire, shall not apply in respect of an employee unless tools placed in a lock-up for safekeeping 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 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 Agreement, and, in the event of such tools 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 this Agreement.

(n) Subject to the foregoing proviso, an employee shall be responsible for placing his tools in a tool box and for keeping such tool box properly locked.

(o) Notwithstanding the provisions of subclause (1) (k) or any other provisions to the contrary herein contained, the Council may in its discretion entertain claims in respect of tools lost or presumed to have been lost by theft during authorised working hours: Provided that in respect of such claims—

(i) payment shall not be in excess of 50 per cent of the proved amount thereof;

(ii) the employer shall not be required to make any payment in terms of subclause (1) (k); and

(iii) the provisions of subclause (2) (a) and (b) shall not apply.

(p) A public accountant or public accountants whose remuneration shall be fixed by the Council, shall be appointed annually by the Council and shall audit the accounts of the Fund at least once annually and not later than 30 June in each year, prepare a statement showing income received and expenditure incurred under all headings, during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. The audited statement and the balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof duly certified by

(q) Die geld van die Fonds word verkry deur middel van 'n werkewer se bydrae van 1c per week ten opsigte van elk werkewer wat by so 'n werkewer in diens is en vir wie daar in klosusule 16 (1) (i) en (j) lone voorgeskryf word.

(r) 'n Werkewer mag geen bydrae ingevolge paragraaf (g) maak ten opsigte van 'n werkewer wat minder as 17 uur in 'n bepaalde week vir hom werk nie.

(s) Waar 'n werkewer deur twee of meer werkewer gedurende dieselfde week in diens geneem word, moet die bydrae ingevolge paragraaf (g) vir daardie week betaal word deur die werkewer by wie so 'n werkewer eerste gedurende dié week vir minstens 17 uur in diens was.

(t) Die bydrae in paragraaf (g) bedoel moet deur 'n werkewer aan die Raad betaal word, *mutatis mutandis* op die wyse en in ooreenstemming met die prosedure en voorwaarde voor geskryf in klosusule 28: Met dien verstande dat die waarde var die sel wat op elke betaaldag aan elkeen van die betrokke werkewers uitgereik word ten opsigte van die fonds, 1c moet wees.

(u) Behoudens die bepalings van subklosusule (2) (c) hiervan is die hoofdoelstellings van die fonds om werkewers te vergoed vir die verlies van hul gereedskap as gevolg van diefstal of toesluitplekke: Met dien verstande dat, onderworpe aan die bepalings van klosusule 20, 'n werkewer ten opsigte van sodanige eis, ongeag die getal ambagsmanne wat betrokke is in iedere ei wat deur die Raad erken word, verantwoordelik is vir die eerste R6 of 'n kleiner bedrag indien die totale waarde van die ei soos deur die Raad erken, nie R6 te bowe gaan nie: Voorts met dien verstande dat, indien 'n werkewer sy gereedskap verloor as gevolg van handelinge en/of versuim van 'n werkewer soos in klosusule 20 (1) omskryf, die werkewer van so 'n werkewer verantwoordelik is vir die totale bedrag van sodanige verlore gereedskap.

(v) 'n Werkewer wat van die Fonds vergoeding wil eis vir verlore gereedskap, moet 'n skriftelike aansoek by die Raad indien op dié wyse wat deur die Raad bepaal word. Geen uitbetaling word deur die Fonds gemaak nie, tensy 'n aansoeker die diefstal van sy gereedskap so gou doenlik by die polisi aangemeld het of indien 'n aansoeker nie die Raad alle inligting gee wat ter sake is en wat die Raad mag vereis nie. Die Raad beskik oor volstrekte diskresie in verband met uitbetalings uit die Fonds; sy beslissing is bindend en hy is nie verplig om redes vir 'n beslissing te verstrek nie: Met dien verstande dat uitbetalings uit die Fonds nie meer gemaak moet word nie sodra die bedrag in die kredit van die Fonds minder as R100 beloop en dat verdere uitbetalings nie hervat word nie totdat die bedrag in die kredit van die Fonds R400 beloop.

(w) (a) Die bepalings van klosusule 20 en subklosusule (1) wa betrekking het op die verlies van gereedskap op 'n ander manier as verlies van gereedskap weens brand, is nie ten opsigte van 'n werkewer van toepassing nie tensy gereedskap wat in 'n toe sluitplek vir bewaring geplaas word, in 'n gereedskapskist weg gepak is wat stewig toegesluit kan word en wat ten alle tyd behoorlik toegesluit gehou word behalwe wanneer dit oopgemaal word met die doel om 'n werkewer toegang tot sy eie gereedskap te verleen: Met dien verstande dat die plasing, deur 'n werkewer, in toesluitplekke, van gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander soortgelyke kenmerk, geag word in ooreenstemming ti wees met die vereistes van hierdie Ooreenkoms, en ingeva sodanige gereedskap verlore raak weens diefstal, 'n werkewer nie vanweë die feit dat hy nie sodanige gereedskap in 'n ki geplaas en toegesluit het nie, sy regte en voorregte kragten hierdie Ooreenkoms ontnem word nie.

(x) Behoudens die voorafgaande voorbehoud, is 'n werkewer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapskist te plaas en sodanige gereedskapskist behoorlik gesluit te hou.

(y) Ondanks die bepalings van subklosusule (1) (k) of enig ander andersluidende bepaling wat hierin voorkom, kan die Raad na goedvind eise oorweeg ten opsigte van gereedskap wa verloor is of vermoedelik verloor is weens diefstal gedurende gemagtigde werkure: Met dien verstande dat ten opsigte van sodanige eise—

(z) uitbetaling hoogstens 50 persent van die bewese bedra daarvan mag wees;

(aa) daar nie van die werkewer vereis mag word om enig uitbetaling ingevolge subklosusule (1) (k) te maak nie; en

(bb) subklosusule (2) (a) en (b) nie van toepassing is nie.

(cc) 'n Openbare rekenmeester of openbare rekenmeesters wi se vergoeding deur die Raad vasgestel moet word, moet jaarlik deur die Raad aangestel word en moet die rekeningstate van die Fonds minstens een maal per jaar ouditeer, voor of op 31 Junie in elke jaar, 'n staat opstel wat inkomste ontvang en uit gawes onder alle hoofde aangegaan gedurende die 12 maand gesindig 31 Desember van die vorige jaar toon, asook 'n balans staat wat die bates en laste van die Fonds op daardie datum toon. Die geouditeerde staat en balansstaat moet daarna by di kantoor van die Raad ter insae lê en kopieë daarvan, behoorlik gesertifiseer deur die ouditeur en medeonderteken deur di

the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be transmitted to the Secretary for Labour, Pretoria, within eight months of the close of the period covered by such statement and balance sheet.

(e) Should this Agreement expire through effluxion of time or cease to be binding for any reason, the Fund shall continue to be administered by the Council until liquidated or transferred by the Council to any other fund established for the same purpose as that for which this Fund was created.

(f) 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 Registrar may appoint a committee consisting of an equal number of representatives of employers and employees in the Industry for the purpose of administering the Fund. Any vacancies occurring on the committee may be filled by the Registrar from amongst employers or employees in the Industry, as the case may be. Where the committee is unable or unwilling to discharge its duties the Registrar may appoint a trustee or trustees to administer the Fund. The committee or trustees so appointed shall have the powers vested in the Council for the purpose of this clause. Unless within 12 months of its expiration the Agreement is declared effective for a further period or a new agreement is published providing for the continuation or transfer of the Fund, the Fund shall be liquidated and any unexpended amount disposed of in accordance with paragraph (g).

(g) If the Fund is liquidated in terms of this Agreement, the moneys remaining to the credit of the Fund, after payment of all claims against the Fund, including administration and liquidation expenses, shall, in the event of the Council being in existence as at the time of liquidation, be paid into the general funds of the Council. In the event of the Council not being in existence as at the time of liquidation, the unexpended funds shall be distributed in accordance with the following provisions:

(i) Two-thirds of such funds shall be paid to the employers' organisations who were parties to the Council at its dissolution;

(ii) one-third of such funds shall be disposed of in terms of section 34 (4) (c) of the Act.

## 22. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

(1) (a) *Concreting*.—All concreting shall be carried out under the continuous supervision of a skilled employee who shall be paid the wage prescribed in clause 16 (1) (j).

(b) *Caulking*.—Notwithstanding anything to the contrary, caulking may be carried out by unskilled employees under the supervision of a skilled employee who shall be paid not less than the wages prescribed in clause 16 (1) (j).

(2) *Stonework*.—(a) Operators of stone-turning and planing machines, and diamond and carborundum sawing machines shall be paid not less than the wages prescribed in clause 16 (1) (j).

(b) Employees engaged in sharpening tools, fixing sawblades and setting stone ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the wages prescribed in clause 16 (1) (j).

(c) Masons' bankers must not be less than 2 m apart and no dust shall be blown off with exhaust or other air during working hours.

(d) No grave-stone or cemetery memorial of any type manufactured, and no stone dressed in a district of the Republic of South Africa in which wages lower than those prescribed for such work in clause 16 (1) (j) are paid shall be utilised in the Industry.

(e) All square stone must be worked in the employer's yard or on the job, but may be reduced in size at the quarry by the use of a spall hammer only. When the employer's yard is situated at the quarry, it must be at a reasonably safe distance from the working face of the quarry.

(3) *Joinery*.—No purpose-made joinery, shopfittings or shopfronts manufactured in a district in the Republic of South Africa where the wage paid to journeymen employed on such manufacture is lower than that prescribed in clause 16 (1) (j), shall be utilised in the Building Industry.

## 23. SCAFFOLDING AND 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.

Vorsitter van die Raad, tesame met enige verslag wat die ouditeur daaroor gedoen het, moet binne ses maande na die einde van die tydperk wat deur sodanige staat en balansstaat gedek word, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(e) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om enige rede ophou om bindend te wees, moet die Fonds nog deur die Raad geadministreer word totdat dit gelikwieder is of deur die Raad oorgedra is aan 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor hierdie Fonds gestig is.

(f) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee aanstel bestaande uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers in die Nywerheid ten einde die Fonds te administreer. Vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of werknemers in die Nywerheid, na gelang van die geval. Ingeval die komitee nie in staat is nie of onwillig is om sy pligte uit te voer, kan die Registrateur 'n trustee of trustees aanstel om die Fonds te administreer. By die toepassing van hierdie klousule beskik die komitee of trustees wat aldus aangestel is, oor die bevoegdhede van die Raad. Tensy die Ooreenkoms binne 12 maande nadat dit verval het vir 'n verdere tydperk van krag gemaak word of 'n nuwe ooreenkoms, wat voorsiening maak vir die voortsetting of oordrag van die Fonds, gepubliseer is, moet die Fonds gelikwieder word en moet enige onbestede bedrag aangewend word ooreenkomsdig die bepalings van paraaf (g).

(g) Indien die Fonds ingevolge hierdie Ooreenkoms gelikwieder word, moet die geld wat in die kredit van die Fonds staan na betaling van alle eise teen die fonds, insluitende administrasie- en likwidasiiekoste, ingeval die Raad bestaan ten tye van likwidasië, in die algemene fondse van die Raad gestort word. Ingeval die Raad ten tye van likwidasië nie bestaan nie, moet die onbestede fondse verdeel word in ooreenstemming met die volgende bepalings:

(i) Twee-derdes van sodanige fondse moet uitbetaal word aan die werkgewersorganisasies wat partye is by die Raad by sy ontbinding;

(ii) een-derde van sodanige fondse moet aangewend word ingevolge artikel 34 (4) (c) van die Wet.

## 22. SPESIALE BEPALINGS BETREFFENDE DIE VERIGTING VAN SEKERE KLASSE WERK

(1) (a) *Betonwerk*.—Alle betonwerk moet uitgevoer word onder die voortdurende toesig van 'n geskoonde werknemer aan wie die loon betaal moet word wat in klousule 16 (1) (j) van hierdie Ooreenkoms voorgeskryf word.

(b) *Kalfaatwerk*.—Kalfaatwerk mag, ondanks andersluidende bepalings, deur ongeskoonde werknemers uitgevoer word onder die toesig van 'n geskoonde werknemer wat minstens die loon moet ontvang wat in klousule 16 (1) (j) voorgeskryf word.

(2) *Klipwerk*.—(a) Bedieners van kliptdraai- en skaafmasjiene, en diamant- en karborundumsaagmasjiene moet minstens die loon ontvang wat in klousule 16 (1) (j) voorgeskryf word.

(b) Werknemers wat in diens geneem word om gereedskap skerp te maak, saaglemme te sit, klip reg te sit vir saagwerk en klip vas en gelyk te sit vir poleermasjiene, moet minstens die loon ontvang wat in klousule 16 (1) (j) voorgeskryf word.

(c) Klipwerkbanke mag nie minder as 2 m van mekaar af wees nie, en geen stof mag gedurende werkure met uitlaat- of ander lug afgelaas word nie.

(d) Geen grafsteen of begraafplaasgedenktes van enige tipe en geen klip wat vervaardig of afgewerk is in 'n distrik van die Republiek van Suid-Afrika waarin lone betaal word wat laer is as dié wat vir sodanige werk in klousule 16 (1) (j) voorgeskryf word, mag in die Nywerheid gebruik word nie.

(e) Alle haakse klip moet op die werkewer se werf of op die werkplek bewerk word, maar mag by die klipgroep kleiner gemaak word deur alleenlik 'n splinterhamer te gebruik. Wannekker die werkewer se werf by die klipgroep geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef af wees.

(3) *Skrynwerk*.—Geen doelgemaakte skrynwerk, winkeluitrusting of winkelfronte wat vervaardig is in 'n distrik in die Republiek van Suid-Afrika waar die lone wat betaal word aan vakmanne wat vir sodanige vervaardiging in diens geneem is, laer is as dié in klousule 16 (1) (j) voorgeskryf, mag in die Bouwywerheid gebruik word nie.

## 23. STEIERWERK EN INSTALLASIES

'n Werkewer moet verseker dat alle installasies en alle masjienerie en elke deel daarvan goed gebou of opgerig is, dat dit sterk gemaak is vir die doel waarvoor dit gebruik word en dat dit gemaak is van materiaal wat geskik en sonder defekte is.

**A. 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.

**B. 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 or 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.

**C. 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 safe as on a scaffold.

**D. Scaffolds**

(1) An employer shall cause—

(a) scaffold 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;

(b) (i) standards to be spaced not more than six feet, eight feet and 10 feet apart in the case of heavy, medium and light loads, respectively, if constructed of steel and not more than 10 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 25, 50 and 75 pounds per square foot, respectively;

(c) every member of a scaffold 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 braced 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.

**A. Toesighouding**

(1) 'n Werkewer moet sorg dat elke gebou en bouwerk opge rig word onder die toesig van 'n verantwoordelike en bevoegde persoon wat hy skriftelik aangestel het.

(2) Die persoon wat ingevolge hierdie klousule aangestel word, moet aan die hoof staan van al die bouwerk en moet verseker dat—

- (a) die bepalings van hierdie klousule nagekom word;
- (b) alle installasies en masjinerie in 'n goeie toestand gehou en behoorlik gebruik word;
- (c) alle werk uitgevoer word op 'n veilige manier en ooreenkomsdig die ontwerpe en spesifikasies wat die betrokke owerheid goedgekeur het.

**B. Algemene Veiligheidsmaatreëls**

(1) 'n Werkewer moet sorg dat—

(a) alle trappe, gange, deurgange, kelderverdiepings en ander plekke waar daar weens gebrek aan natuurlike lig gevær mag bestaan, op 'n toereikende wyse verlig is;

(b) alle trappe, gange en deurgange, waar doenlik, vry gehou word van materiaal, afval of ander hindernisse;

(c) alle openings in vloere, luikgate en trappe of alle ander openings waardeur of waarvandaan persone waarskynlik kan val, op 'n doeltreffende wyse toegemaak is met beskotte of omhein of omsluit is met geskikte relings of skutte op 'n hoogte van minstens drie voet en uitera drie voet ses duim van die grond of vloer af: Met dien verstande dat sodanige beskot of skut van tyd tot tyd wegelaat of verwijder kan word en wel in dié mate wat nodig is om persone toegang te verleen of materiaal te vervoer;

(d) 'n geskikte vangplatform of net bokant 'n ingang of deurgang of bokant 'n plek waar persone gereeld werk of verbygaan, opgerig word, of dat die geværlike plek behoorlik afgekamp word as werk bokant sodanige ingang, deurgang of plek verrig word en daar gevær bestaan dat persone deur vallende voorwerpe getref kan word.

(2) Geen werkewer mag van enigiemand vereis of hom toelaat op 'n ander manier as per hystoestel of stortgeut puin en materiaal van of 'n punt bokant die grond weg te doen nie, tensy doeltreffende maatreëls getref is om die veiligheid van persone te verseker, en niemand mag so iets doen nie.

**C. Werk in Posisies Bokant die Grond**

Geen werkewer mag van enigiemand wat vir bouwerk in diens geneem is, vereis of hom toelaat om werk in 'n posisie bokant die grond te doen nie tensy sodanige werk veilig van of 'n leer of 'n steier of van of 'n posisie wat net so veilig as op 'n steier is, verrig kan word.

**D. Steiers**

(1) 'n Werkewer moet sorg—

(a) dat steierstaanders stewig gestut en vasgemaak word sodat dit nie kan verskuif nie en dat dit regop gehou word, behalwe in die geval van kortelingsteiers, wat effens na die kant van die bouwerk moet oorhel;

(b) (i) dat staanders in die geval van swaar, middelmatige en lige vrakte nie verder as onderskeidelik ses voet, agt voet en 10 voet van mekaar af, indien dit van staal gemaak is, en nie verder as 10 voet van mekaar af, indien dit van hout gemaak is aangebring word nie;

(ii) dat steierbalke vertikaal nie meer as sewe voet van mekaar af aangebring word nie;

(iii) dat kortelings of kalfs in die geval van swaar, middelmatige en lige vrakte nie verder as onderskeidelik vyf voet, ses voet en agt voet van mekaar af aangebring word nie.

Vir die toepassing van hierdie subklousule beteken lige, middelmatige en swaar vrakte onderskeidelik vrakte van hoogstens 25, 50 en 75 pond per vierkante voet;

(c) dat elke deel van 'n steieraam wat van hout gemaak is, 'n deursnee van minstens drie duim of 'n deursnee van dieselfde sterkte het.

(2) Geen werkewer mag 'n steier gebruik of laat gebruik nie tensy—

(a) dit stewig en op 'n doeltreffende wyse verspan is ten einde te verseker dat dit in alle rigtings stabiel is;

(b) dit op geskikte vertikale en horizontale afstande vasgemaak is aan die bouwerk waaraan die werk verrig word, tensy dit so ontwerp is dat dit heeltemal vrystaande is;

(c) dit so opgerig is dat dit 'n veiligheidsfaktor van minstens vier het;

(d) dit minstens een maal per week en na gure weer deur 'n bevoegde persoon geïnspekteer is.

## (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.

*E. 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 18 inches; Provided that where a platform is used only as a gangway, a total platform width of 18 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 12 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.

*F. 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 E (2) (b) (i) and (ii).

*G. Suspended Scaffolds*

No employer shall require or permit a suspended scaffold to be used unless—

## (1) outriggers 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;

## (3) Geen werkewer mag vereis of toelaat—

- (a) dat steierwerk waarvan die stutraam van hout gemaak is, 'n hoogte van 80 voet te boewe gaan nie;
- (b) dat steierwerk deur of onder die persoonlike toesig van enigmeland anders as 'n bevoegde persoon opgerig, verander of afgebreek word nie.

*E. Platforms*

## (1) 'n Werkewer moet sorg—

- (a) dat elke steierplatform wat van hout gemaak is, bestaan uit planke wat minstens nege duim breed en een en 'n half duim dik is;

(b) dat elke plank wat deel van 'n platform uitmaak, op minstens drie stutte rus, behalwe in die geval van boksteiers, en dat sodanige plank minstens ses duim by die tussenstutte en hoogstens nege duim by die eindstutte verbysteek;

(c) dat elke plank van 'n steierplatform stewig vasgemaak is sodat dit nie kan verskuif nie;

(d) dat die planke van elke platform so aangebring word dat materiaal en gereedskap nie kan deurval nie.

## (2) 'n Werkewer moet sorg dat elke werkplatform van 'n steier—

- (a) minstens drie voet wyd is, met 'n vry en onbelemmerde deurgang van minstens 18 duim: Met dien verstande dat, waar 'n platform alleenlik 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) sterk skutrelings wat aan die kante van die platform, uitgesonder die kant van die bouwerk, minstens drie voet en uiters drie voet ses duim hoog is;

(ii) stootstukke aan al die kante van die platform, uitgesonder die kant van die bouwerk, wat minstens ses duim hoog van die vlak van die platform af moet wees en in die geval van hout minstens een duim dik moet wees, en sodanige stootstukke moet so aangebring word dat daar geen oop ruimte tussen die stootstuk en die platform is nie;

(c) so aangebring word dat die opening tussen die platform en die bouwerk nie wyer as drie duim is nie: Met dien verstande dat, waar daar van werkslui vereis word om te sit terwyl hulle werk, hierdie opening hoogstens 12 duim mag wees;

(d) vry gehou word van afvalmateriaal, spykers wat uitsteek of enige ander belemmering en in so 'n toestand gehou word dat dit nie glibberig is nie.

## (3) Geen werkewer mag vereis of toelaat dat 'n werkplatform wat hoër as twee voet is, op 'n steierplatform gestut word nie.

## (4) 'n Werkewer moet 'n addisionele skutreling laat aanbring op 'n hoogte van drie voet bokant elke werkplatform wat deur 'n steierplatform gestut word.

(5) 'n Werkewer moet sorg dat daar gerieflike en veilige toegange tot elke steierplatform verskaf word. Waar sodanige toegang deur middel van lere verskaf word, moet die lere stewig by die voetstuk gestut word, minstens drie voet bokant die platform verbysteek en stewig vasgemaak word.

(6) Die bepalings van hierdie subklousule is nie op werkplatforms waarvandaan bou-, slopings- of uitgravingswerk verrig word, van toepassing nie.

*F. Opolo*

(1) Geen werkewer mag vereis of toelaat dat 'n opolo geïnstalleer of gebruik word waarvan die helling meer as een vertikaal tot een en 'n half horisontaal is nie.

## (2) 'n Werkewer moet sorg dat elke opolo—

- (a) waarvan die helling addisionele vastrapplaat nodig maak, en ook in gevalle waar die helling meer as een vertikaal tot vier horisontaal is, voorsien word van behoorlike vastrapplatte wat—

(i) met geskikte tussenruimtes aangebring word; en

(ii) oor die hele breedte van die opolo strek, met dié uitsondering dat hulle oor 'n breedte van hoogstens nege duim onderbreek mag word ten einde die beweging van kruwaens te vergemaklik;

(b) hoër as ses voet ses duim is, aan albei kante voorsien word van handrelings en stootstukke wat in alle opsigte aan die vereistes van subklousule E (2) (b) (i) en (ii) voldoen.

*G. Hangsteiers*

Geen werkewer mag vereis of toelaat dat 'n hangsteier gebruik word nie tensy—

## (1) die kraanbalke—

(a) van staal is en 'n veiligheidsfaktor van minstens vier het;

(b) by die binnepunt behoorlik gestut, op 'n geskikte wyse gespasieer en stewig geanker is op 'n ander manier as deur middel van gewigte;

(c) by die buitepunt, of op 'n ander manier, van 'n stuiter voorsien is ten einde te voorkom dat die tone verskuif;

(2) the platform is suspended by steel wire ropes the factor of safety of which is not less than 10 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 outrigger 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.

#### *H. 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.

#### *I. Cantilever and Jib Scaffolds*

No employer shall require or permit a cantilever or jib scaffold to be used unless—

(i) the outriggers are of steel and have a factor of safety of not less than four;

(ii) it complies with the provisions of subclause E of this clause.

#### *J. Trestle Scaffolds*

No employer shall require or permit a trestle scaffold to be used which is more than 10 feet high or which is constructed in more than two tiers.

#### *K. 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.

#### *L. Demolition Work*

(1) No employer shall require or permit demolition work or 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.

(2) die platform aan staalkabels hang waarvan die veiligheidsfaktor, gebaseer op die maksimum vrag wat elke kabel moet dra, minstens 10 is;

(3) windasse of ander hystoestelle so gebou en onderhou word dat die platform nie per ongeluk kan verskuif nie, of sulke plekke aangebring word dat hulle geredelik toeganklik vir inspeksie is en die touverbinding met die kraanbalk vertikaal bokant die aanhegpunkt van die platform is;

(4) die werkplatform—

(a) minstens 18 duim en uiters 36 duim in die geval van ligte hangsteiers en minstens 36 duim in die geval van swaaihangsteiers, breed is;

(b) so hang dat dit so na as doenlik is aan die bouwerk waaraan daar gewerk word en in elke werkposisie so vasgemaak is dat horizontale bewegings tussen die platform en die bouwerk voorkom word;

(c) voorsien is van stetige skutrelings wat minstens drie voet en uiters drie voet ses duim bokant en aan alle kante van die platform, uitgesonder die kant van die bouwerk, is: Met dien verstande dat, in die geval van 'n ligte hangsteier, skutrelings wat minstens twee voet ses duim hoog is, aan al die kante van die platform aangebring moet word;

(d) aan al die kante voorsien is van stootstukke wat minstens ses duim hoog van die vlak van die platform af moet wees en in die geval van hout minstens een duim dik moet wees en so aangebring moet word dat daar geen oop ruimte tussen die stootstuk en die platform is nie: Met dien verstande dat, in die geval van swaar hangsteiers, die stootstuk aan die kant van die bouwerk minstens twee duim hoog van die vlak van die platform af moet wees.

#### *H. Bootsmansstoel*

'n Werkgewer moet sorg dat elke bootsmanstoel of soortgelyke toestel stetig hang en so gebou is dat die persoon wat daarin is, nie daaruit kan val nie.

#### *I. 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 aan die bepalings van subklousule E van hierdie klousule voldoen.

#### *J. Boksteiers*

Geen werkgewer mag vereis of toelaat dat 'n boksteier wat hoër as 10 voet is of wat so gebou is dat dit uit meer as twee rye bestaan, gebruik word nie.

#### *K. Dakwerk*

'n Werkgewer moet geskikte daklere of plankmatte of kruipplante verskaf en sorg dat dit gebruik word in die geval van persone wat werk moet verrig op 'n dak met 'n helling van meer as 34 grade of op 'n dak wat bedek is of bedek moet word met materiaal waardeur 'n persoon waarskynlik sal kan val: Met dien verstande dat geskikte veiligheidsgordels wat aan die bouwerk vasgemaak is, met 'n tou wat lank genoeg is, in plaas van daklere, plankmatte of kruipplanke gebruik kan word op staandakke wat met 'n nie-breekbare materiaal bedek is.

#### *L. Slopingswerk*

(1) Geen werkgewer mag vereis of toelaat dat slopingswerk of werk wat daarmee in verband staan, uitgevoer word nie, tensy sodanige werk gedoen word deur, of onder die gedurige persoonlike toesig van 'n verantwoordelike persoon wat minstens twee jaar praktiese ondervinding van die sloping van bouwerke het en wat uitdruklik vir daardie doel aangestel is. Gesamentlike verantwoordelikheid vir slopingswerk moet hoegenaamd nie deur twee of meer persone uitgeoefen word nie.

(2) Die verantwoordelike persoon moet verseker dat—

(a) alle elektrisiteit-, water-, gas- of ander toeleidings of 'n doeltreffende wyse van die tovoerbron afgesluit is voordaaar met die slopingswerk begin word;

(b) geen vloer, dak of ander deel van die bouwerk so me puin of materiaal oorlaai word dat dit onveilig is nie;

(c) alle praktiese voorsorgmaatreëls getref is ten einde dat gevaaar te voorkom dat die bouwerk intuimel wanneer 'n dee van die raamwerk van 'n skeletgebou of 'n gebou wat gedeel telik uit raamwerk bestaan, verwyder word of wanneer gewapende beton gesny word;

(d) voorsorgmaatreëls getref word deur middel van skoring of dié ander metodes wat nodig mag wees ten einde te voor kom dat 'n deel van die bouwerk of 'n aangrensende bouwerk per ongeluk intuimel.

*M. 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 and such door or gate shall be kept closed except when the conveyance is at rest at that 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 10;

(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;

(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 builders' 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 kept for that purpose and which shall be retained

*M. Bouhyzers*

(1) 'n Werkewer moet sorg dat die toring van elke bouhyzer—

(a) aan die bouwerk vasgemaak of verspan is met staalankertoue en dat dit soveel hoër as die hoogste bordes is dat daar 'n onversperde en onbelemmerde ruimte van minstens drie voet is vir 'n bak wat te hoog opgeheys word;

(b) aan die onderpunt en op elke verdieping waar persone deur bewegende dele van die hyser getref kan word, behalwe aan die kant of kante wat toegang tot die hyser verleen, deur mure of op 'n ander doeltreffende wyse omhein is tot op 'n hoogte van minstens sewe voet van die grond of vloervlak af;

(c) van 'n deur of hek wat minstens vyf voet hoog is, voorseen is op elke bordes, en sodanige deur of hek moet toegehou word tensy die hyser op daardie bordes stilstaan.

(2) 'n Werkewer moet verseker dat—

(a) die bak en die teenewig, as daar 'n teenewig is, van elke bouhyzer oor die hele beweegafstand daarvan deur onbuigbare leiers gelei word;

(b) geen hangtou gebruik word nie, tensy dit bestaan uit staaldraad van 'n goeie gehalte en fabrikaat en 'n veiligheidsfaktor van minstens ses het wat gebaseer is op die maksimum vrag wat dit sal moet dra: Met dien verstande dat waar persone toegelaat word om ooreenkomsdig paragraaf (4) van hierdie subklousule daarin vervoer te word, die veiligheidsfaktor minstens 10 moet wees;

(c) elke hangtou sonder lasse is en dat dit aan die bak vasgemaak is deur middel van 'n splitslas of geskikte touklemme of op 'n ander manier wat deur 'n inspekteur goedgekeur is;

(d) die hangtou stewig aan die wentol vasgemaak is en dat daar te alle tye minstens twee slae van die tou op die wentol agetby;

(e) die wentol voorsien is van flense wat sal voorkom dat die tou afgly en dat die deursnee van sodanige wentol, asook die van 'n aflekkatrol of -katrolwiel, minstens 350 maal die deursnee van die dikste buitedraad in die tou is;

(f) die hyser voorsien is van—

(i) 'n doeltreffende rem deur middel waarvan die vrag op 'n doeltreffende wyse beheer kan word en wat die hyser outomaties tot stilstand sal bring wanneer die toestelle wat in paragraaf (4) (b) bedoel word, in werkung is;

(ii) 'n doeltreffende toestel wat aan die bedieningshefboom vas is en so geplaas is dat die hefboom nie per ongeluk beweeg kan word nie;

(g) doeltreffende reëlings getref word waarvolgens duidelike tekens vir die werkung van die hyser gegee kan word vanaf elke bordes waar die hyser gebruik word;

(h) die bak so gebou is dat materiaal nie daaruit kan val nie.

(3) Geen werkewer mag vereis of toelaat dat trokke, kruwaens of materiaal op of in die bak vervoer word nie—en niemand mag dit ook laat doen nie—tensy sodanige trokke, kruwaens of materiaal so vasgemaak of so ingepak is dat dit nie kan verskuif terwyl dit vervoer word nie.

(4) Geen werkewer mag vereis of toelaat dat iemand op 'n bouhyzer ry nie—en niemand mag dit ook doen nie—tensy—

(a) sodanige hyser voorsien is van 'n hok wat aan alle kante wat nie ingange is nie, toegemaak en met 'n stewige dak bedek is;

(b) dit voorsien is van geskikte outomatiese toestelle wat sal voorkom dat die hok hoër as die veiligheidsperk opgeheys word en sal verseker dat die hok tot stilstand sal kom bokant die laagste punt tot waar die hok kan beweeg;

(c) die deure of hekke wat ingevolge paragraaf (1) (c) verskaf moet word, so aangebring is dat die hyser nie kan beweeg terwyl 'n deur of hek oop is nie;

(d) die snelheid van die hok hoogstens 120 voet per minuut is;

(e) die hyser, terwyl persone daarin vervoer word, alleenlik van binne die hok af beheer kan word;

(f) die persoon wat aldus vervoer word, besig is met die oprigting van die bouwerk in verband waarmee die hyser gebruik word;

(g) toestemming vir die gebruik daarvan skriftelik van die inspekteur verkry is.

(5) 'n Werkewer moet elke bouhyzer minstens een maal elke week laat inspekteer deur 'n persoon wat minstens een jaar ondervinding van die oprigting en onderhoud van bouhyzers of soortgelyke werk het, en sodanige persoon moet die hele hyser, met inbegrip van die leiers, tous en die aansluitings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheidstoestelle, ondersoek en die uitslag van elke sodanige inspeksie inskryf en onderteken in 'n verslagboek wat vir hierdie

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.

#### N. 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 unsupported 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.

(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.

#### O. 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.

For the purpose of this clause, "inspector" means an inspector appointed or deemed to have been appointed in terms of section 4 of the Factories, Machinery and Building Work Act, No. 22 of 1941.

#### 24. INCLEMENT WEATHER

(1) *Inclement weather allowance.*—In addition to any other remuneration payable in terms of this Agreement an employer shall pay to each of his employees for whom wages are prescribed in clause 16 (1) (i) and (j) an allowance of 1c per hour in cash in respect of ordinary time worked, such allowance to be deemed to be an inclement weather allowance: Provided that such allowance shall be payable for not more than 40 hours in any one week.

doel gehou moet word en wat deur die bouer bewaar moet word ter insae, te eniger tyd, deur 'n inspekteur. Indien daar, as gevolg van 'n ondersoek, 'n swakheid of defek gevind word, moet sodanige swakheid of defek onmiddellik aan die bouer gerapporteer word en mag die hyser nie gebruik word nie totdat sodanige swakheid of defek verhelp of herstel is.

#### N. Uitdrawings

(1) 'n Werkewer moet elke uitdrawing wat vir die publiek toeganklik is of 'wat aan openbare paaie of deurgange grens of wat die veiligheid van persone in gevaar kan stel—

- (a) op 'n doeltreffende wyse laat beskut deur 'n verspring of heining wat minstens twee voet hoog en so na aan die uitdrawing as doenlik is;
- (b) snags van rooi waarskuwingsligte laat voorsien.

(2) Geen werkewer mag behalwe vir die doel van oprigtings-, skorings- of verspanningswerk, van enigiemand vereis of hom toelaat—en niemand mag dit ook doen nie—om werk in 'n uitdrawing onder oorhangende materiaal wat nie ondersteun is nie of in 'n uitdrawing wat dieper as vyf voet is en nie op 'n doeltreffende wyse geskoor of verspan is nie, te verrig nie: Met dien verstande dat skoring en verspanning nie nodig is nie waar die kante van die uitdrawing minstens so 'n skuinstreep dat die grond nie inval van afskuif nie of waar sodanige uitdrawing in soliede rots is.

(3) 'n Werkewer moet sorg dat alle skorings en verspanningsgestut word deur kruisverspanstukke wat sterk genoeg is en in die regte posisie vasgeklamp, gekeil of op 'n ander geskikte manier vasgesit is. Waar die uitdrawing so wyd is dat kruisverspanning nie moontlik is nie, moet steunverspanstukke die voetskutte vasdruk en so aangebring word dat die verspannings nie kan uitskiet nie.

(4) 'n Werkewer moet verseker dat die skoring en verspanning sterke genoeg is om al die uitgegraafde of ander materiaal, uitrusting of ander vragte te kan stut.

(5) 'n Werkewer moet verseker dat alle uitgegraafde of ander materiaal en uitrusting nie in die uitdrawing kan afval nie.

(6) 'n Werkewer moet sorg dat gerieflike en veilige ingang verskaf word tot elke uitdrawing waarin mense moet werk en wat dieper as vyf voet is: Met dien verstande dat, waar 'n uitdrawing langer as 150 voet is, veilige ingange wat hoogstens 150 voet van mekaar af is, verskaf moet word.

(7) 'n Werkewer moet sover doenlik vasstel waar en wat die aard is van ondergrondse dienste wat waarskynlik deur die uitdrawing geraak sal word en moet dié stappe doen wat nodig is om te voorkom dat mense aan gevaar blootgestel word.

(8) Waar die stabiliteit van 'n bouwerk waarskynlik deur 'n uitdrawing geraak sal word, moet daar doeltreffende stappe gedoen word om die stabiliteit van die bouwerk te verseker en moet elke werkewer dié stappe doen wat nodig is om die veiligheid van persone te verseker.

(9) 'n Werkewer moet elke uitdrawing wat dieper as vyf voet is, met inbegrip van alle verspannings en skorings, minstens eenmaal gedurende elke skof en elke maal voordat daar met die werk begin word nadat dit gereën het, laat inspekteur deur iemand wat bevoeg is om dit te doen, om die veiligheid van persone te verseker.

#### O. Beskermende Klere en Toestelle

'n Werkewer moet toereikende beskermende klere, toestelle en materiaal, met inbegrip (waar nodig) van veiligheidsgordels, veiligheidshelms, stofbrille, handskoene of skoesciel, aan enigiemand wat blootgestel word aan die gevaar dat hy mag val of aan die gevaar van voorwerpe wat mag val of uitskiet of wat blootgestel word aan nat of stowwige werk wat nadelig vir sy gesondheid mag wees of aan enigiemand ten opsigte van wie 'n inspekteur dit mag vereis, gratis verskaf en dit in 'n goeie toestand hou.

Vir die toepassing van hierdie klousule beteken "inspekteur" 'n inspekteur wat ingevolge artikel 4 van die Wet op Fabriek, Masjinerie en Bouwerk, Wet 22 van 1941, aangestel is of geag word aangestel te wees.

#### 24. GURE WEER

(1) *Toelae vir gure weer.*—Bykomend tot enige ander besoldiging wat ingevolge die bepalings van hierdie Ooreenkoms betaalbaar is, moet 'n werkewer aan elkeen van sy werkneemers vir wie lone voorgeskryf word in klousule 16 (1) (i) en (j), 'n toelae van 1c per uur in kontant betaal ten opsigte van gewone tyd gewerk, en sodanige toelae word geag 'n toelae vir gure weer te wees: Met dien verstande dat sodanige toelae betaal moet word vir hoogstens 40 uur in 'n bepaalde week.

(2) *Wet weather shelter and change room.*—At any site where building operations are being carried out employers shall provide suitable accommodation—

(a) to serve as shelter for employees during wet weather; and/or

(b) to serve as a change room:

Provided that the provisions of this clause shall not apply to obbing work and on sites where less than 10 employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit of accommodation or a change room.

Such accommodation shall be any lockable shed, room or similar place constructed of walls and a roof composed of concrete, brickwork, wood, iron or any combination thereof or any other material approved by the Council and the whole to be so constructed as to provide a place for employees to change their clothes and to take shelter.

## 25. SANITARY ACCOMMODATION

(1) An employer shall provide proper and adequate sanitary accommodation on each job for Whites and Non-Whites separately: Provided that separate facilities shall also be provided for Bantu when the number employed on any job exceeds five in number.

(2) Sanitary accommodation shall at all times be maintained in a clean, hygienic and proper condition.

(3) Sanitary accommodation shall in all instances conform to the legislation of the local authority in whose area the job is situated.

## 26. REFRESHMENTS

(1) Every employer shall provide a person for the preparing of tea for his employees during the breaks provided for in clause 13 (2) and (3) and shall provide a proper hygienic utensil for boiling water.

(2) No employee may leave the position where he is working during the breakfast or tea breaks.

## 27. TRADE UNION OFFICIALS AND SHOP AND JOB STEWARDS

(1) Members of the trade unions on each job where 20 or more employees for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j) (excluding learners) are employed, shall be permitted to appoint shop or job stewards for such job, and facilities shall be given to organisers of the trade unions to have access to such shop and job stewards, subject to the consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

(2) Officials of trade unions shall in the ordinary course of their duties have access to building sites and workshops during working hours but shall not be allowed to interfere with the continued performance of work by or approach any employee without the prior consent of the employer or his duly authorised representative.

## 28. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council every employer shall—

(a) deduct 5c per week from the wages of each of his employees for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j) (excluding learners);

(b) deduct 1c per week from the wages of each of his employees for whom wages are prescribed in clause 16 (1) (a), (b), (c), (d), (h), (k) and (l); and to the amounts so deducted the employer shall add an equal amount. The employer shall pay over the amounts so deducted to the Council in the manner prescribed in subclause (2): Provided that the provisions of paragraphs (a) and (b) shall not apply in respect of an employee who has worked for less than 17 hours in any one week and where an employee has been employed by two or more employers in any one week, the deduction for that week shall be made by the employer by whom such employee was first employed during that week for not less than 17 hours;

(c) in respect of any calendar month during which he has not been required to make any payments to the Council in terms of paragraphs (a) and (b), contribute to the Council an amount of 25c in respect of each week ending Friday in such month. The contribution calculated as afore-said shall be paid to the Council on or before the 14th of the succeeding month, accompanied by a statement, in writing, that such employer was not liable to make any payments to the Council in terms of the preceding paragraphs (a) and (b).

(2) *Skuling teen weer en kleekamer.*—Op elke terrein waar bouwerssaamhede plaasvind, moet werkgewers gesikte onderdaak verskaf—

(a) om as skuling vir werkenemrs gedurende nat weer te dien; en/of

(b) om as 'n kleekamer te dien:

Met dien verstande dat die bepalings van hierdie klousule nie van toepassing is op stukwerk en op terreine waar minder as 10 werknemers in diens is nie of waar die omstandighede wat die is aan die terrein of die aard van die werk wat uitgevoer word, nie ruimte vir 'n kleekamer laat nie.

Sodanige onderdaak moet bestaan uit 'n skuur, kamer of soortgelyke plek wat gesluit kan word, en wat opgerig is met mure en 'n dak wat bestaan uit beton, baksteenwerk, hout, yster of 'n samestellende daarvan of enige ander materiaal wat deur die Raad goedgekeur is en die geheel moet op so 'n wyse opgerig wees om as plek te dien waar werknemers hul klere kan verwissel en kan skuil.

## 25. SANITÈRE GERIEWE

(1) 'n Werkewer moet behoorlike en toereikende sanitêre geriewe op elke werkplek vir Blanke en Nie-Blanke afsonderlik verskaf: Met dien verstande dat afsonderlike geriewe ook verskaf moet word vir Bantoes wanneer die getal wat by 'n werkplek in diens is, meer as vyf is.

(2) Sanitêre geriewe moet te alle tye in 'n skoon, higiëniese en behoorlike toestand gehou word.

(3) Sanitêre geriewe moet in alle gevalle voldoen aan die wetgewing van die plaaslike owerheid in wie se gebied die werkplek geleë is.

## 26. VERVERSINGS

(1) Elke werkewer moet 'n persoon beskikbaar stel om tee vir sy werknemers te maak gedurende die pouses voorgeskryf in klousule 13 (2) en (3) en moet 'n behoorlike en higiëniese houer vir kookwater verskaf.

(2) 'n Werknemer mag nie die plek waar hy werk gedurende die ontbyt- of teepouse verlaat nie.

## 27. VAKVERENIGINGBEAMPTES EN VAKVERENIGING-OPSIENERS IN WERKWINKELS EN OP WERKPLEKKIE

(1) Lede van die vakverenigings op elke werkplek waar daar 20 of meer werknemers in diens is vir wie lone in klousule 16 (1) (e), (f), (g), (i) en (j) (uitgesondert leerlinge), moet toegelaat word om vir sodanige werkplek vakverenigingopsieners aan te stel, en daar moet aan die organisereurs van vakverenigings faciliteite verleen word om toegang te hê tot sodanige vakverenigingopsieners, op voorwaarde dat die toestemming van die werkewer of sy behoorlik gemagtigde verteenwoordiger verkry word, en sodanige toestemming mag nie sonder redelike gronde geweier word nie.

(2) Beampies van vakverenigings moet by die gewone uitvoering van hul pligte gedurende werkure toegang hê tot bouterreine en werkwinkels, maar moet nie toegelaat word om in te meng met die volgehoue werkverrigting van 'n werknemer nie of om 'n werknemer te nader sonder dat die toestemming van die werkewer of sy behoorlik gemagtigde verteenwoordiger vooraf verkry is nie.

## 28. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkewer—

(a) vyf sent per week aftrek van die loon van elkeen van sy werknemers vir wie lone in klousule 16 (1) (e), (f), (g), (i) en (j) voorgeskryf word (uitgesondert leerlinge);

(b) een sent per week aftrek van die loon van elkeen van sy werknemers vir wie lone in klousule 16 (1) (a), (b), (c), (d), (h), (k) en (l) voorgeskryf word;

en by die bedrag aldus afgetrek, moet die werkewer 'n bedrag voeg wat daaraan gelyk is. Die werkewer moet die bedrae aldus afgetrek aan die Raad oorbetal op die wyse voorgeskryf by subklousule (2) van hierdie klousule: Met dien verstande dat die bepalings van hierdie paragraaf nie van toepassing is ten opsigte van 'n werknemer wat minder as 17 uur in 'n bepaalde week gewerk het nie en waar 'n werknemer in die diens van twee of meer werkewers in 'n bepaalde week was, moet die aftrekking vir daardie week gemaak word deur die werkewer by wie hy eerste gedurende daardie week vir minstens 17 uur in diens was;

(c) ten opsigte van enige kalendermaand waarin daar nie van hom vereis is om ingevolge paragrawe (a) en (b) enige bedrag aan die Raad te betaal nie, 'n bedrag van 25c aan die Raad bydra ten opsigte van elke week wat op 'n Vrydag in daardie maand eindig. Die bydrae, bereken soos voornoem, moet voor of op die 14de van die daaropvolgende maand aan die Raad betaal word en moet vergesel gaan van 'n skriftelike verklaring dat so 'n werkewer nie ingevolge die voorafgaande paragrawe (a) en (b) daarvoor aanspreeklik was om enige bedrag aan die Raad te betaal nie.

(2) Every employer shall on each pay day issue to each employee—

(a) referred to in subclause (1) (a) a stamp to the value of 10c;

(b) referred to in subclause (1) (b) a stamp to the value of 2c;

which stamps shall be legibly cancelled by the employer on issue with the employer's name and the date of issue.

(3) The stamps referred to in subclause (2) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps. Application for such refund shall be made not later than six calendar months after the expiration of the year during which the said stamps were issued.

(4) The stamps issued to each employee in terms of subclause (2) of this clause shall be affixed by such employee in a contribution book obtainable from the Secretary of the Council and retained by the employee. Application for a contribution book shall be made by the employee on the form prescribed by the Council.

(5) The Council may at its discretion combine the stamps and contribution books referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

(6) Contribution books and stamps are not transferable nor can they be ceded or pledged.

## 29. HOLIDAY FUND, HOLIDAY PAY AND BONUS

(1) *Holiday fund.*—In addition to other remuneration payable in terms of this Agreement an employer shall in respect of each and every hour worked by each of his employees and in the manner prescribed in this clause contribute the following amounts to a holiday fund styled the Holiday Fund for the Building Industry, Western Province, hereinafter referred to as the Holiday Fund, which shall cover payment in respect of the holiday period mentioned in clause 15 (1) (a), as well as the public holidays referred to in clause 15 (1) (b):

(a) Employees for whom wages are prescribed in clause 16 (1) (a), (b), (c) and (l): 4c per hour;

(b) employees for whom wages are prescribed in clause 16 (1) (d), (h) and (k) and learners: 5c per hour;

(c) employees for whom wages are prescribed in clause 16 (1) (e), (f) and (g) but excluding learners: 6c per hour;

(d) employees for whom wages are prescribed in clause 16 (1) (i) and (j): 10c per hour:

Provided that the said contributions to the Holiday Fund shall be payable on not more than 40 hours in any one week, irrespective of whether such time was worked at ordinary or overtime rates.

(2) (a) In addition to the Holiday Fund contribution provided for in subclause (1) (d) and any other remuneration such employee may be entitled to, an employer shall contribute in respect of each and every hour worked by each of his employees for whom wages are prescribed in clause 16 (1) (i) and (j), 5c per hour in respect of a bonus: Provided that such contribution shall be payable on not more than 40 hours in any one week.

(b) The bonus referred to in paragraph (a) shall not become payable to the employee concerned before a date to be determined by the Council each year.

(3) (a) The employer shall, in respect of the amounts contributed in terms of subclauses (1) and (2), issue on each pay-day to each of his employees who has worked for him for at least 17 hours in any week, one stamp legibly cancelled by him with his name and the date of issue, the value of which stamp shall as follows:

R1,60 in respect of the amounts contributed in terms of subclause (1) (a);

R2 in respect of the amounts contributed in terms of subclause (1) (b);

R2,40 in respect of the amounts contributed in terms of subclause (1) (c);

R6 in respect of the amounts contributed in terms of subclauses (1) (d) and (2) (a);  
Provided that—

(i) where an employee has worked more than 17 hours, but less than 40 hours in any week for the same employer, such employer may deduct from the wages due to such employee an amount equal to the relative rate prescribed in subclauses (1) and (2) multiplied by the difference between 40 and the number of hours actually worked;

(ii) where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 17 hours,

(2) Elke werkgever moet op elke betaaidag aan elke werk nemer—

(a) in subklousule (1) (a) bedoel 'n seël ter waarde van 10c

(b) in subklousule (1) (b) bedoel 'n seël ter waarde van 2c uitrek, wat die werkgever ten tyde van uitreiking op 'n leesbare wyse met sy naam en die datum van uitreiking moet roere.

(3) Die werkgever moet die seëls in subklousule (2) bedoel van die Raad aankoop en te alle tye 'n toereikende reserw voorraad daarvan hê: Met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry. Aansoek om sodanige terugbetaling moet gedoen word binne ses kalendermaande na die verstryking van die jaar waarin genoemde seëls uitgereik is.

(4) Die seëls wat ooreenkomsdig subklousule (2) van hierdie klousule aan elke werknemer uitgereik is, moet deur so 'n werknemer in 'n bydraeboek geplak word wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word. Die werknemer moet om 'n bydraeboek aansoek doen op die vorm wat deur die Raad voorgeskryf word.

(5) Die Raad kan na goedvindie die seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad ten opsigte van ander fondse uitrek waardoor daar in hierdie Ooreenkoms voorsiening gemaak word.

(6) Bydraeboeke en seëls is nie oordragbaar nie en kan ook nie gesedeer of verpand word nie.

## 29. VAKANSIEFONDS, VAKANSIEBETALING EN BONUS

(1) *Vakansiefonds.*—Benewens ander besoldiging wat ingevolge hierdie ooreenkoms betaalbaar is, moet 'n werkgever ten opsigte van elke uur wat deur elkeen van sy werknemers gewerk is en op die wyse voorgeskryf in hierdie klousule, die volgende bedrae bydra vir 'n vakansiefonds wat bekend staan as die Vakansiefonds vir die Bouennywerheid, Westelike Provincie, hierna die "Vakansiefonds" genoem, wat voorsiening maak vir betaling ten opsigte van die vakansietydperk in klousule 15 (1) (a) bedoel, sowel as die openbare vakansiedae in klousule 15 (1) (b) bedoel:

(a) Werknemers vir wie lone in klousule 16 (1) (a), (b), (c) en (l) voorgeskryf word: 4c per uur;

(b) werknemers vir wie lone in klousule 16 (1) (d), (h) en (k) voorgeskryf word en leerlinge: 5c per uur;

(c) werknemers vir wie lone in klousule 16 (1) (e), (f) en (g) voorgeskryf word, uitgesonderd leerlinge: 6c per uur;

(d) werknemers vir wie lone in klousule 16 (1) (i) en (j) voorgeskryf word: 10c per uur:

Met dien verstande dat genoemde bydraes tot die Vakansiefonds betaalbaar is ten opsigte van hoogstens 40 uur in enige bepaalde week, afgesien daarvan of daar in sodanige tyd teen gewone of oortydtaariwe gewerk was.

(2) (a) Benewens die Vakansiefondsbydrae waarvoor in subklousule (1) (d) voorsiening gemaak is en enige ander besoldiging waartoe so 'n werknemer geregtig is, moet 'n werkgever vir elke uur gewerk deur elkeen van sy werknemers vir wie lone in klousule 16 (1) (i) en (j) voorgeskryf word, 5c per uur bydra ten opsigte van 'n bonus: Met dien verstande dat sodanige bydrae betaalbaar is ten opsigte van hoogstens 40 uur in enige bepaalde week.

(b) Die bonus in paragraaf (a) vermeld, is eers aan die betrokke werknemer betaalbaar op 'n datum wat deur die Raad in elke jaar bepaal moet word.

(3) (a) Die werkgever moet ten opsigte van die bedrae bygedra ingevolge subklousules (1) en (2) op elke betaaldag aan elk van sy werknemers wat minstens 17 uur in enige week vir hom gewerk het, een seël uitrek wat op leesbare wyse met sy naam en die datum van uitreiking geroeger is en waarvan die waarde soos volg moet wees:

R1,60 ten opsigte van die bedrae bygedra ingevolge subklousule (1) (a);

R2 ten opsigte van die bedrae bygedra ingevolge subklousule (1) (b);

R2,40 ten opsigte van die bedrae bygedra ingevolge subklousule (1) (c);

R6 ten opsigte van die bedrae bygedra ingevolge subklousules (1) (d) en (2) (a):

Met dien verstande dat—

(i) wanneer 'n werknemer meer as 17 maar minder as 40 uur in enige week vir dieselfde werkgever gewerk het, sodanige werkgever van die loon wat aan sodanige werknemer verskuldig is 'n bedrag kan aftrek gelyk aan die afreklike tarief voorgeskryf in subklousules (1) en (2), vermenigvuldig met die verskil tussen 40 en die getal ure wat die werknemer werklik gewerk het;

(ii) wanneer 'n werknemer by twee of meer werkgewers gedurende dieselfde week in diens was, die afrekking vir daardie week gedoen word deur die werkgever vir wie die werknemer gedurende daardie week die eerste gewerk het vir minstens 17 uur.

(b) The provisions of subclauses (1), (2) and (3) (a) shall not apply unless the employee has worked for at least 17 hours in any week with the same employer. In the event of any employee working less than 17 hours in any week with the same employer, such employer shall in lieu of contributing to the Holiday Fund, pay such employee in cash at the relative rate prescribed in subclause (1).

(4) (a) The stamps issued to each employee in terms of subclause (3) shall be immediately affixed by such employee in a contribution book which shall be obtained from the Secretary of the Council and retained by the employee.

(b) Only contribution books issued by the Council will be recognized and all contribution books shall remain the property of the Council.

(c) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation and bearing his usual signature.

(d) The Council may at its discretion combine the stamps and contribution books referred to in this clause, with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

(5) The stamps referred to in subclause (3) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times; Provided that an employer may obtain a refund from the Council for the value of any unused stamps. Application for such refund shall be made on or before 30 June in the year following that in which the stamps were issued.

(6) Immediately after the last pay-day in October in each year, employees shall deposit their contribution books at the office of the Council and shall be issued with a receipt therefor and on production of such receipt on a date to be determined by the Council each year shall be paid the amount standing to their credit in the Holiday Fund.

(7) No payment shall be made by the Council in respect of any stamps issued to employees in terms of subclause (3) of this clause, unless such stamps are affixed in a contribution book obtained from the Council.

(8) If an employee should fail or omit to claim the value of the stamps issued to him in terms of subclause (3) within a period of six calendar months from the date of commencement of the holiday period, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period of six calendar months and may without legal liability, authorise at any time the payment of such claims from moneys which have accrued to the Council in terms of this subclause, on production of such stamps.

(9) No payment shall be made from the Holiday Fund in respect of—

(a) stamps which have erasures or alterations or have been mutilated or destroyed: Provided that the Council shall have the right to authorise payments in its discretion;

(b) stamps tendered for payment after tendering of the contribution book in respect of the relevant year. Such stamps, for purposes of payment, shall be deemed to have been issued during the year following;

(c) stamps tendered before the annual holiday period subject to the provisions of subclause (10): Provided that the Council may authorise the Secretary to make payment to any employee for any good reason determined by the Council; and

(d) stamps issued in terms of subclause (3) and lodged with the Council by any person other than the employee whose name has been recorded by the Council on the contribution book in which such stamps are contained.

(10) Upon the death of an employee and subject to the remaining provisions of this subclause, the amount due to him from the Holiday Fund shall be paid to his duly appointed nominee (hereinafter styled "the beneficiary").

In the event, however, of—

(a) no beneficiary having been nominated by such deceased employee; or

(b) the beneficiary having pre-deceased the deceased employee;

(c) the beneficiary failing to claim payment within six months from date of the death of such deceased employee;

the amount due to the deceased employee by the Holiday Fund shall be paid into the estate of such deceased employee.

(b) Die bepalings van subklousules (1), (2) en (3) (a) is nie van toepassing nie tensy die werknemer minstens 17 uur in enige week vir dijesele werkgever gewerk het. Ingeval 'n werknemer minder as 17 uur in enige week vir dijesele werkgever gewerk het moet sodanige werkgever in plaas van 'n bedrag tot die Vakansiefonds te maak sodanige werknemer in kontant betaal teen die betrokke tarief in subklousule (1) voorgeskryf.

(4) (a) Elke werknemer moet die seëls wat ooreenkomsdig subklousule (3) aan hom uitgereik is, onmiddellik in 'n bydraeboek plak wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

(b) Slegs bydraeboeke wat deur die Raad uitgereik is, word erken en alle bydraeboeke bly die eiendom van die Raad.

(c) Die werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die werknemer moet dit invul deur sy volle naam en adres en beroep daarop in te skryf en dit met sy gewone handtekening te onderteken.

(d) Die Raad kan na goedvindie seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van ander fondse waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

(5) Die seëls in subklousule (3) bedoel, moet deur die werkgever van die Raad aangekoop word en hy moet te alle tye 'n toereikende reserwevoorraad daarvan hê: Met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van alle ongebruikte seëls van die Raad kan verkry. Aansoek om sodanige terugbetaling moet gedoen word voor of op 30 Junie van die jaar wat volg op dié waarin die seëls uitgereik is.

(6) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet werknemers hul bydraeboeke by die kantoor van die Raad inlever en moet hulle 'n ontvangsbewys daarvoor kry, en by die oorhandiging van sodanige ontvangsbewys op 'n datum wat elke jaar deur die Raad vasgestel moet word, moet die bedrag wat in sodanige vakansiefonds in hul krediet staan, aan hulle betaal word.

(7) Die Raad betaal geen bedrae uit nie ten opsigte van seëls wat aan werknemers ingevolge die bepalings van subklousule (3) van hierdie klousule uitgereik is, tensy sodanige seëls in 'n bydraeboek geplak is wat van die Raad verkry is.

(8) Indien 'n werknemer sou nalaat of versuum om binne 'n tydperk van ses kalendermaande vanaf die datum waarop die vakansietydperk begin, die waarde van die seëls wat ingevolge subklousule (3) aan hom uitgereik is, te eis, verbeur hy die waarde daarvan en val dit die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling wat na genoemde tydperk van ses kalendermaande ingedien word, oorweeg, en kan (sonder wetlike aanspreeklikheid) te eniger tyd magtiging verleen dat sodanige eise by die voorlegging van sodanige seëls betaal word uit geld wat ooreenkomsdig hierdie subklousule die Raad toegeval het.

(9) Geen betaling van bedrae uit die Vakansiefonds moet gemaak word nie ten opsigte van—

(a) seëls wat uitgewis is of waarop veranderings voorkom of wat beskadig of vernietig is: Met dien verstande dat die Raad oor die bevoegdheid beskik om na goedvindie magtiging vir die uitbetaling van bedrae te verleen;

(b) seëls wat vir uitbetaling ingedien word nadat die bydraeboek ten opsigte van die betrokke jaar ingedien is. Vir doel-eindes van uitbetaling word sodanige seëls geag gedurende die volgende jaar uitgereik te wees;

(c) seëls wat ingedien word voor die vakansietydperk, behoudens subklousule (10): Met dien verstande dat die Raad aan die Sekretaris magtiging kan verleen om, om 'n grondige rede deur die Raad bepaal, die bedrag aan 'n werknemer uit te betaal; en

(d) seëls uitgereik ingevolge subklousule (3) en wat by die Raad ingedien is, aan enigiemand anders behalwe die werknemer wie se naam deur die Raad ingeskryf is in die bydraeboek waarin dié seëls gehou word.

(10) By die afsterwe van 'n werknemer en behoudens die ander bepalings van hierdie subklousule, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig, aan sy behoorlik aangestellde benoemde (hieronder die "begunstigde" genoem) betaal word.

Ingeval—

(a) geen begunstigde deur die afgestorwe werknemer benoem is nie; of

(b) die begunstigde voor die afgestorwe werknemer te sterwe gekom het; of

(c) die begunstigde versuum om binne ses maande vanaf die datum van oorlyde van sodanige werknemer betaling te eis; moet die bedrag wat deur die Vakansiefonds aan die afgestorwe werknemer verskuldig is, in die boedel van sodanige afgestorwe werknemer gestort word.

(11) All amounts held by the Council to the credit of the Holiday Fund may be invested from time to time on fixed deposit or on call with a bank, building society or registered deposit receiving institution approved by the Registrar, or in permanent shares in a building society. No employee shall have any claim in respect of interest accruing to the Holiday Fund, neither shall he be responsible for any contribution towards the expenses of administering the said fund.

(12) Subject to the provisions of subclause (10) the amount credited to an employee in the Holiday Fund shall not be transferable and any employee who assigns, transfers, cedes, pledges, hypothecates and/or lends any contribution book issued by the Council and/or any stamp issued in terms of subclause (3) shall forthwith cease to be entitled to the value of any such stamps which shall be forfeited to the general funds of the Council.

(13) No stamps shall be issued to an employee otherwise than in accordance with this clause, and no employee shall be entitled to payment from the Holiday Fund of any amount in excess of 49 weekly contributions in respect of any single year ending on the last pay-day in October of that year.

(14) The Council shall cause full and true accounts of the Holiday Fund to be kept and shall cause to be prepared an annual account for the period ending on 31 December of each year of all the revenue and expenditure of the Holiday Fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor's of the Council who shall be a public accountant/s and shall be countersigned by the Chairman of the Council, and shall within eight months after the close of the period covered by it, be transmitted to the Secretary for Labour with any report made thereon by the said auditor/s. A copy of the annual accounts and balance sheet shall be available for inspection by members of the Holiday Fund.

(15) 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 or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(16) 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 remains binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the industry on the basis of equal representation on both sides and the Holiday Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday Fund 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 trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence upon the expiration of this Agreement, the Holiday Fund shall be liquidated 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 (17) and, if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Holiday Fund 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.

(17) Upon liquidation of the Holiday Fund in terms of subclauses (15) or (16) the moneys remaining to the credit of the Holiday 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.

(18) *Apprentices and minors.*—In addition to any other remuneration to which an apprentice and a minor employed in terms of clause 16 (4) is entitled, an employer shall pay to such apprentice or minor the amounts specified hereunder:

(a) *Holiday period.*—The wages which the apprentice or minor would have earned if he had worked for his employer during the prescribed holiday period [inclusive of public holidays mentioned in clause 15 (1) (b) falling within such closed period], such amount to be paid on the last day prior to the commencement of the holiday period: Provided that in the case of an apprentice whose contract of employment terminates prior to the last pay-day preceding the commencement of the holiday period, the

(11) Alle bedrae wat by die Raad in die kredit van die Vakansiefonds staan, mag van tyd tot tyd op vaste deposito of as onmiddellik opvraagbaar in 'n bank, bouvereniging of geregisterde depositonemende instelling wat deur die Registrateur goedgekeur is, of in permanente aandele in 'n bouvereniging belê word. Geen werkneemers het enige aanspraak ten opsigte van die rente wat die Vakansiefonds toeval nie en hy is ook nie vir enige bydrae vir die administrasiekoste van genoemde fonds aanspreklik nie.

(12) Behoudens die bepalings van subklousule (10), is die bedrag waarmee 'n werkneemers in die Vakansiefonds gekrediteer is, nie oordraagbaar nie, en enige werkneemers wat 'n bydraeboek wat deur die Raad uitgereik is en/of seëls uitgereik ingevoige die bepalings van subklousule (3), afstaan, oordra, sedeer, verpand, verhipoteker en/of uitleen, verbeur onmiddellik alle reg op die waarde van sodanige seëls wat dan die algemene fondse van die Raad toeval.

(13) Geen seëls mag op 'n ander manier aan 'n werkneemers uitgereik word nie as ooreenkoms hierdie klousule, en geen werkneemers is geregtig nie op betaling uit die Vakansiefonds van 'n bedrag wat groter is as 49 weeklike bydraes ten opsigte van 'n enkele jaar wat eindig op die laaste betaaldag in Oktober van daardie jaar.

(14) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die Vakansiefonds en moet 'n jaarrekening laat opstel van al die uitgawes en inkomste van die Vakansiefonds vir die tydperk eindigende 31 Desember elke jaar en ook 'n staat wat die bates en laste van die vakansiefonds toon. Al sodanige rekenings en state moet gesertifiseer word deur die Ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester of openbare rekenmeesters moet wees, en sodanige rekenings en state moet binne agt maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word saam met 'n verslag wat genoemde ouditeur/ouditeurs daaroor uitbring het. 'n Kopie van die jaarrekening en balansstaat moet beskikbaar wees ter insae deur lede van die Vakansiefonds.

(15) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om enige ander rede gestaak word, moet die Vakansiefonds nog deur die Raad geadministreer word totdat dit of gelikwiede of deur die Raad oorgedra is aan 'n ander fonds wat in die lewe geroep is vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(16) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepalings van artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee uit die geledere van die werkgewers en die werkneemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging aan albei kante, en sodanige komitee moet voortgaan om die Vakansiefonds te administreer. 'n Vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of die werkneemers, na gelang van die geval ten einde 'n gelyke getal werkgewers- en werkneemersverteenvoerdigers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Vakansiefonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees het al die bevoegdhede van die komitee vir sodanige doel. Ingeval daar by die verstyrking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiefonds deur die komitee wat ingevolge die bepalings van hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwiede word op die manier uiteengesit in subklousule (17), en as die sake van die Raad by die verstyrking van die Ooreenkoms alreeds gelikwiede en sy bates verdeel is, moet die saldo van die Vakansiefonds ooreenkoms hierdie bepalings van artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(17) By die likwidasie van die Vakansiefonds ooreenkoms hierdie subklousule (15) of (16), moet die geld waarmee die Vakansiefonds gekrediteer is na betaling van alle eise teen die fonds, met inbegrip van die administrasie- en likwidasiestoele, in die algemene fondse van die Raad gestort word.

(18) *Vakleerlinge en minderjariges.*—Benewens die besoldiging waarop 'n vakleerling en 'n minderjarige in diens ingevolge die bepalings van klousule 16 (4) geregtig is, moet 'n werkneemers so 'n vakleerling of minderjarige die bedrae betaal wat hieronder gespesifieer word:

(a) *Vakansietydpark.*—Die loon wat 'n vakleerling of minderjarige sou verdien het as hy gedurende die voorgeskrewe vakansietydpark [met inbegrip van openbare vakansiedae bedoel in klousule 15 (1) (b) wat binne sodanige geslote tydperk val] vir sy werkgewer gewerk het, en sodanige bedrag moet op die laaste dag voor die begin van die vakansietydpark betaal word: Met dien verstande dat, in die geval van 'n vakleerling wie se dienskontrak beëindig word voor die laaste betaaldag wat die begin

employer shall pay to such apprentice an amount of not less than one-quarter of the weekly wage in respect of each completed month of employment during the year preceding such holiday.

(b) *Public holidays.*—The wages which the apprentice or minor would have earned if he had worked for his employer on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Family Day and Republic Day, such amount to be paid on the pay-day following the public holiday concerned.

### 30. PENSION OR LIKE FUND

(1) In addition to other remuneration payable in terms of this Agreement, an employer shall, in respect of each hour worked by each employee in his employment, and in the manner herein-after prescribed in this clause, contribute the amounts specified in subclause (2) to a pension and/or like fund.

(2) *Contributions.*—(a) Employees for whom wages are prescribed in clause 16 (1) (a), (b), (c), (d), (h), (k) and (l): 1½c per hour.

(b) Employees for whom wages are prescribed in clause 16 (1) (e), (f) (g), (i) and (j) but excluding learners: 7c per hour: Provided that the said contributions shall be payable on not more than 40 hours in any week irrespective of whether such time was worked at ordinary or overtime rates.

(3) Each employee in respect of whom a contribution is made in terms of the provisions of subclause (2) shall in respect of each hour worked, contribute the following amounts:

(a) Employees for whom wages are prescribed in clause 16 (1) (a), (b), (c), (d), (h) and (k): 1c per hour.

(b) Employees for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j): 3c per hour;

which amounts his employer shall deduct from his wages: Provided that the said contribution shall be payable on not more than 40 hours in any one week irrespective of whether such time was worked at ordinary or overtime rates.

(4) For the purpose of implementing the objects of subclause (1), the Council shall be entitled to—

(a) enter into an agreement or agreements or to continue an existing agreement or agreements with the Federated Employers' Insurance Company Limited for the establishment of a satisfactory pension or like fund or funds. Copies of all rules relating to such schemes shall be lodged with the Secretary for Labour with whom copies of all alterations or amendments thereto shall also from time to time be lodged;

(b) establish such schemes as it may deem fit with the object of providing pension or like benefits for those employees for whom contributions are prescribed in subclause (2).

(5) The employer shall in respect of the amounts contributed in terms of subclauses (2) and (3), issue on each pay-day to each of such employees who has worked for him for at least 17 hours in any week one stamp to the value of the mount so collected, which stamp shall be legibly cancelled by the employer with his name and the date of issue: Provided that where an employee has worked more than 17 hours but less than 40 hours in any week for the same employer, such employer may deduct from the wages due to such employee an amount equal to the contribution provided for in this clause, multiplied by the difference between 40 and the number of hours actually worked: Provided further that where an employee has been employed by two or more employers during the same week, this clause shall apply only in the case of the employer by whom he was first employed during that week for not less than 17 hours, and any other employer or employers by whom he was subsequently employed for not less than 17 hours during that week shall pay such employee in cash in lieu of contributing to such pension or like fund.

(6) The provisions of subclauses (2), (3) and (5) shall not apply unless the employee has worked for at least 17 hours in any week for the same employer. In the event of any employee working less than 17 hours in any week with the same employer, such employer shall in lieu of contributing to such fund, pay such employee in cash at the prescribed rate.

(7) (a) The stamps issued to each employee in terms of subclause (5) shall be affixed by such employee in a contribution book to be obtained from the Secretary of the Council and retained by the employee.

(b) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation, and such other particulars as the Council may require and bearing his usual signature.

(c) The Council may at its discretion combine the stamps and contribution books referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provisions are made in this Agreement.

van die vakansietydperk voorafgaan, die werkewer aan so 'n vakleerling 'n bedrag moet betaal van minstens een kwart van die weekloon ten opsigte van elke voltooi maand diens gedurende die jaar wat sodanige vakansie voorafgegaan het.

(b) *Openbare vakansiedae.*—Die loon wat die vakleerling of minderjarige sou verdien het as hy op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Gesinsdag en Republiekdag vir sy werkewer gewerk het, en sodanige bedrag moet betaal word op die betaaldag wat volg op die betrokke vakansiedag.

### 30. PENSIOEN- OF SOORTGELYKE FONDS

(1) Benewens die ander besoldiging wat ingevolge die bepalings van hierdie Ooreenkoms betaalbaar is, moet 'n werkewer, ten opsigte van elke uur wat deur elke werkewer in sy diens gewerk is, en op die manier hierna in hierdie klosule voorgeskryf, die bedrae in subklousule (2) gespesifieer, aan 'n pensioen- of soortgelyke fonds bydra.

(2) *Bydraes.*—(a) Werknemers vir wie lone in klosule 16 (1) (a), (b), (c), (d), (h), (k) en (l) voorgeskryf is: 1½c per uur.

(b) Werknemers vir wie lone in klosule 16 (1) (e), (f), (g), (i) en (j) voorgeskryf is, uitgesonder leerlinge: 7c per uur: Met dien verstande dat genoemde bydraes betaalbaar is ten opsigte van hoogstens 40 uur in enige week, afgesien daarvan of sodanige tyd teen gewone of oortyd tariewe gewerk was.

(3) Elke werkewer ten opsigte van wie bydraes ingevolge subklousule (2) gedoen word, moet ten opsigte van elke uur gewerk die volgende bedrae bydra:

(a) Werknemers vir wie lone in klosule 16 (1) (a), (b), (c), (d), (h) en (k) voorgeskryf is: 1c per uur;

(b) werkemers vir wie lone in klosule 16 (1) (e), (f), (g), (i) en (j) voorgeskryf is: 3c per uur; en hierdie bedrae moet deur die werkewer van die loon van elke werkewer afgetrek word: Met dien verstande dat gemelde bydrae betaalbaar is ten opsigte van hoogstens 40 uur in enige week, afgesien daarvan of sodanige tyd teen gewone of oortyd tariewe gewerk was.

(4) Vir die doel om die oogmerke van subklousule (1) te implementeer, is die Raad daartoe geregtig om—

(a) 'n ooreenkoms of ooreenkomste aan te gaan of 'n bestaande ooreenkoms of ooreenkomste voort te sit met die Federated Employers' Insurance Fund Limited vir die instelling van 'n bevredigende pensioen- of soortgelyke fonds of fondse. Kopieë van alle reëls wat betrekking het op sodanige skemas moet by die Sekretaris van Arbeid ingedien word by wie kopieë van alle veranderinge of wysigings ook van tyd tot tyd ingedien moet word;

(b) skemas wat hy paslik ag in te stel met die doel om pensioen- of soortgelyke voordele te verskaf aan dié werkemers vir wie bydraes in subklousule (2) voorgeskryf word.

(5) Die werkewer moet ten opsigte van die bedrae wat ingevolge subklousules (2) en (3) bygedra word, op elke betaaldag aan elkeen van sy werkemers wat in enige week minstens 17 uur vir hom gewerk het, een seël ter waarde van die aldus ingevorderde bedrag uitreik, en die seël moet deur die werkewer op leesbare wyse gerojeer wees met die werkewer se naam en die datum van uitreiking: Met dien verstande dat wanneer 'n werkewer in enige week meer as 17 maar minder as 40 uur vir dieselfde werkewer gewerk het, sodanige werkewer van die lone aan sodanige werkewer verskuldig 'n bedrag kan afdrek gelyk aan die bydrae waaroor in hierdie klosule voorsiening gemaak word, vermenigvuldig met die verskil tussen 40 en die aantal ure werklik gewerk: Voorts met dien verstande dat wanneer 'n werkewer gedurende dieselfde week by twee of meer werkewers in diens was, hierdie klosule van toepassing is slegs in die geval van die werkewer by wie hy in daardie week die eerste in diens was vir minstens 17 uur, en enige ander werkewer of werkewers deur wie hy daarna vir minstens 17 uur gedurende daardie week geëmplo耶er was, moet sodanige werkewer kontant betaal in plaas daarvan om tot sodanige pensioen- of soortgelyke fonds by te dra.

(6) Subklousules (2), (3) en (5) is nie van toepassing nie tensy die werkewer minstens 17 in enige week vir dieselfde werkewer gewerk het. Ingeval 'n werkewer minder as 17 uur in enige week vir dieselfde werkewer werk, moet sodanige werkewer sodanige werkewer in kontant teen die voorgeskrewe tarief betaal in plaas daarvan om tot sodanige fonds by te dra.

(7) (a) Die seëls wat ooreenkomslike subklousule (5) aan elke werkewer uitgereik is, moet deur so 'n werkewer in 'n bydraeboek geplak word wat van die Sekretaris van die Raad verkry en deur die werkewer bewaar moet word.

(b) Die werkewer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die werkewer moet dit invul deur sy volle naam en adres, beroep en sodanige ander besonderhede wat die Raad mag vereis, in te skryf en dit met sy gewone handtekening te onderteken.

(c) Die Raad kan na goedvindie die seëls en bydraeboeke in hierdie klosule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van ander fondse waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

(8) The stamps referred to in subclause (5) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps. Application for such refund shall be made not later than six months after the expiration of the year during which the said stamps were issued.

(9) The provisions of this clause shall not apply to foremen who are excluded from the provisions of clause 13 in terms of clause 1 (4). An employer shall issue to any such foreman the stamp referred to in subclause (5) and shall recover the value of the said stamp by means of a deduction from wages: Provided that where any such foreman is employed by two or more employers during the same week the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 17 hours.

(10) Any benefits accruing under the pension or like fund referred to in this clause shall not be transferable, and cannot be ceded or pledged: Provided that an employee may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.

(11) The Council shall cause full and true accounts of the pension or like fund to be kept and shall cause to be prepared an annual account for the period ending on 31 December of each year. Every such account shall be certified by the auditor/s of the Council who shall be a public accountant/s and shall be countersigned by the Chairman of the Council, and shall, within six months after the close of the period covered by it, be transmitted to the Secretary for Labour with any report made thereon by the said auditor/s. A copy of the annual accounts shall be available for inspection by members of the said fund.

(12) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council in respect of this clause and the trustees so appointed shall have all the powers vested in the Council for the purpose of this clause.

### 31. SICK BENEFIT DEDUCTION

(1) Every employer shall, in respect of each employee in his employment who is a member of any of the trade unions which are parties to the Agreement, and for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j) (but excluding learners), deduct from the wages of each such employee an amount of 40c per week for the purpose of a sick benefit fund.

(2) Every employer shall in respect of the amount deducted in terms of subclause (1), issue on each pay day to each such employee a stamp cancelled by him, bearing the employer's name and the date of issue.

(3) The stamp referred to in subclause (2) above shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of any unused stamps.

(4) No payment or deduction shall be made in terms of subclause (1) hereof by an employer in respect of an employee who works less than 17 hours for him in any week.

(5) Where an employee is employed by two or more employers during the same week the deduction and contribution in terms of subclause (1) of this clause shall be made by the employer by whom he was first employed during that week for not less than 17 hours.

(6) Every employee shall immediately affix the stamps issued to him in terms of subclause (2) in a contribution book to be obtained from the Council.

(7) The Council in its discretion may combine the stamps referred to in this clause with any other stamps and or contribution books issued by the Council in respect of any other fund for which provision is made in the Main Agreement or which may be introduced from time to time.

(8) No contribution book shall contain more than 49 stamps and should more stamps be affixed thereto, the excess shall be confiscated by the Secretary and the value thereof applied to the general funds of the Council.

(9) The contribution book and stamps issued to employees are not transferable and no person shall pledge, cede, sell or give away such stamps or contribution books. Stamps in the possession of any person obtained in any manner other than that laid down in terms of this Agreement, shall be forfeited to the general funds of the Council.

(8) Die werkgewer moet die seëls wat in subklousule (5) bedoel word, van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan hê: Met dien verstande dat 'n werkner 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry. Daar moet binne ses maande na verstryking van die jaar waarin genoemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(9) Hierdie klousule is nie van toepassing nie op voormanne wat ingevolge klousule 1 (4) uitgesluit is van die bepalings van klousule 13. 'n Werkgewer moet aan so 'n voorman die seël uitreik wat in subklousule (5) bedoel word en moet die waarde van genoemde seël verhaal deur middel van 'n aftrekking van sy loon: Met dien verstande dat waar so 'n voorman deur twee of meer werkgewers gedurende dieselfde week in diens geneem is, die werkgewer by wie hy die eerste gedurende daardie week vir minstens 17 uur in diens was, die bedrag vir daardie week moet aftrek.

(10) Die voordele uit die pensioen- of soortgelyke fonds wat in hierdie klousule genoem word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie: Met dien verstande dat 'n werkner nogtans 'n begunstigde kan benoem om die opbrengs van sy polis te ontvang ingeval hy voor sy uitdienstreding te sterwe sou kom.

(11) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die pensioen- of soortgelyke fonds en moet 'n jaarrékening laat opstel van alle inkomste en uitgawes van genoemde fonds vir die tydperk eindigende 31 Desember elke jaar. Al sodanige rekenings moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester of openbare rekenmeesters moet wees, en moet deur die Voorsitter van die Raad mede-ondergeteken word, en sodanige rekenings moet binne ses maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid deurgestuur word tesame met 'n verslag wat genoemde ouditeur/ouditeurs daaroor uitgebring het. 'n Kopie van 'die jaarrékening moet beskikbaar wees ter inse deur lede van genoemde fonds.

(12) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms van krag is, kan die Registrateur 'n trustee of trustees aanstel om die funksies van die Raad ten opsigte van hierdie klousule uit te voer, en die trustees wat aldus aangestel is, beskik oor al die bevoegdhede van die Raad by die toepassing van hierdie klousule.

### 31. AFTREKKING VIR SIEKTEBYSTAND

(1) Elke werkgewer moet ten opsigte van elke werkner in sy diens wat lid is van enigeen van die vakverenigings wat 'n party by die Ooreenkoms is en vir wie lone in klousule 16 (1) (e), (f), (g), (i), en (j) voorgeskryf word (uitgesonderd leerlinge), 'n bedrag van 40c per week van die lone van elke sodanige werkner af trek vir die doel van 'n siektebystandsfonds.

(2) Elke werkgewer moet ten opsigte van die bedrag wat ingevolge subklousule (1) afgetrek is, op elke betaaldag aan elke sodanige werkner 'n seël uitreik wat hy gerooier het en waarop die naam van die werkgewer en die datum van uitreiking voorkom.

(3) Die werkgewer moet die seël wat in subklousule (2) hierbo bedoel word, van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan hê: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry.

(4) 'n Werkgewer mag geen bedrag ten opsigte van 'n werkner wat minder as 17 uur in 'n week vir hom werk, ingevolge subklousule (1) hiervan betaal of aftrek nie.

(5) Waar 'n werkner gedurende dieselfde week by twee of meer werkgewers werksaam is, moet die werkgewer by wie hy die eerste gedurende daardie werk vir minstens 17 uur in diens was, die bedrag ingevolge subklousule (1) aftrek en bydra.

(6) Elke werkner moet die seëls wat ingevolge subklousule (2) aan hom uitgereik is, onmiddellik in 'n bydraeboek plak wat van die Raad verkry moet word.

(7) Die Raad kan die seëls wat in hierdie klousule bedoel word, na sy goedvind kombineer met ander seëls en/of bydraeboeke wat die Raad uitreik ten opsigte van enige ander fonds waarvoor daar in die Hoofooreenkoms voorsiening gemaak word of wat van tyd tot tyd ingevoer mag word.

(8) Geen bydraeboek mag meer as 49 seëls bevat nie, en indien meer seëls daarin geplak is, word dié wat te veel is deur die Sekretaris gekonfisieer en die waarde daarvan in die algemene fondse van die Raad gestort.

(9) Die bydraeboek en seëls wat aan werknelers uitgereik word, is nie oordraagbaar nie, en niemand mag sodanige seëls of bydraeboeke verpand, seder, verkoop of weggee nie. Seëls wat in besit van iemand is en wat op 'n ander manier verkry is as dié voorgeskryf in hierdie Ooreenkoms, word aan die algemene fondse van die Raad verbeer.

(10) The Council shall pay to the Western Province Building and Allied Trades Sick Fund all moneys collected in respect of stamps purchased by employers in terms of subclause (3) of this clause less a collection fee of  $2\frac{1}{2}$  per cent on gross sales, which shall accrue to the general funds of the Council: Provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments.

### 32. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct an amount of 33c for trade union subscriptions payable, from the remuneration due every week to each of his employees who is a member of The Amalgamated Society of Woodworkers, The South African Operative Masons' Society, The Western Province Building and Allied Trades Union, The Western Province Building Workers Union or The South African Woodworkers Union and for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j) excluding learners: Provided that the provisions of this subclause shall not apply in respect of any such employee who has worked for the same employer less than 17 hours in any one week: Provided further that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 17 hours.

(2) The employer shall in respect of the amount deducted by him in terms of subclause (1) issue on each pay-day to each of the employees concerned one stamp to the value of 33c which stamp shall be legibly cancelled by him with his name and the date of issue.

(3) The stamps referred to in subclause (2) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(4) The stamps issued to each employee in terms of subclause (2) shall be affixed by such employee in a contribution book which is to be retained by the employee.

(5) The Council may at its discretion combine the stamps and contribution book referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

(6) The Council shall each month pay over to the trade unions all moneys collected in respect of stamps purchased by employers in terms of subclause (3), less a collection fee of  $2\frac{1}{2}$  per cent on gross sales, which amount shall accrue to the general funds of the Council: Provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments made to the trade unions.

### 33. SPECIAL MEMBERSHIP LEVY—EMPLOYERS

(1) Every employer who is a member of the Master Builders' and Allied Trades' Association (Cape Peninsula) or the Master Masons' and Quarry Owners' Association South Africa shall pay to the Council an amount of 10c per week in respect of every employee employed by him for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i), and (j), excluding learners.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than 17 hours with a member employer in any one week.

(3) Where an employee has worked for two or more members of the Master Builders' and Allied Trades' Association (Cape Peninsula) during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for 17 hours or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary of the Council before the seventh day of each month following that in respect of which the payments are made together with a statement in such form as the Council may prescribe indicating the number of employees in respect of whom payment is made and certifying that the amount paid is in accordance with the provisions of this clause.

(5) The Council shall within one month following the month of collection forward to the Master Builders' and Allied Trades' Association (Cape Peninsula), the total amount of contributions received in terms of this clause less a collection fee of  $2\frac{1}{2}$  per cent, which amount shall accrue to the general funds of the Council.

(10) Die Raad moet aan die Siekefonds van die Western Province Building, and Allied Trades alle geld ingevorder ten opsigte van seëls wat werkgewers ingevolge subklousule (3) van hierdie klosule aangekoop het, betaal na aftrekking van 'n invorderingskoste, wat die algemene fondse van die Raad toeval, van  $2\frac{1}{2}$  persent van die bruto verkoop: Met dien verstande dat terugbetalings aan werkgewers ten opsigte van die waarde van ongebruikte seëls, van sodanige betalings afgetrek moet word.

### 32. LEDEGELDE VIR VAKVERENIGINGS

(1) Elke werkewer moet 'n bedrag van 33c as ledegelde wat aan die vakverenigings betaalbaar is, aftrek van die besoldiging wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van The Amalgamated Society of Woodworkers, The South African Operative Masons' Society, The Western Province Buildings and Allied Trades Union, The Western Province Building Workers' Union of The South African Woodworkers' Union en vir wie lone in klosule 16 (1) (e), (f), (g), (i) en (j) uitgesond leerlinge voorgeskrif word: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van enige sodanige werknemer wat in 'n bepaalde week minder as 17 uur vir die selfde werkewer gewerk het: Voorts met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkewers in diens was, die bedrag vir daardie week afgetrek moet word deur die werkewer by wie hy gedurende daardie week die eerste in diens was vir minstens 17 uur.

(2) Die werkewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (1) afgetrek het, op elke betaaldag aan elkeen van die betrokke werknemers een seël ter waarde van 33c uitrek wat hy op 'n leesbare wyse met sy naam en die datum van uitreiking moet rooier.

(3) Die werkewer moet die seëls wat in subklousule (2) bedoel word, van die Raad aangekoop en moet te alle tye 'n toereikende voorraad daarvan hê: Met dien verstande dat 'n werkewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry.

(4) Die seëls wat ingevolge subklousule (2) aan elke werknemer uitgereik word, moet deur sodanige werknemer in 'n bydraeboek geplak word wat deur die werknemer bewaar moet word.

(5) Die Raad kan na sy goedvindie die seëls en bydraeboeke wat in hierdie klosule bedoel word, kombineer met ander seëls en bydraeboeke wat die Raad uitrek ten opsigte van 'n ander fonds waarvoor daar voorsiening in hierdie Ooreenkoms gemaak word.

(6) Die Raad moet alle geld ingevorder ten opsigte van seëls wat werkewers ingevolge subklousule (3) aangekoop het, elke maand aan die vakverenigings betaal na aftrekking van 'n invorderingskoste van  $2\frac{1}{2}$  persent van die bruto verkoop en hierdie bedrag val die algemene fondse van die Raad toe: Met dien verstande dat alle terugbetalings aan werkewers ten opsigte van die waarde van ongebruikte seëls afgetrek moet word van die bedrae wat aldus aan die vakverenigings betaal word.

### 33. SPESIALE LIDMAATSKAPHEFFING—WERKGEWERS

(1) Elke werkewer wat 'n lid is van die Master Builders' and Allied Trades' Association (Cape Peninsula) of die Master Masons' and Quarry Owners' Association (South Africa) moet ten opsigte van elke werknemer wat by hom in diens is en vir wie daar in klosule 16 (1) (e), (f), (g), (i) en (j) lone voorgeskrif word, uitgesond leerlinge, 'n bedrag van 10c per week aan die Raad betaal.

(2) Geen bedrag moet ingevolge die bepalings van subklousule (1) betaal word ten opsigte van 'n werknemer wat minder as 17 uur in 'n bepaalde week vir 'n werkewerlid gewerk het nie.

(3) Indien 'n werknemer vir twee of meer lede van die Master Builders' and Allied Trades' Association (Cape Peninsula) gedurende 'n bepaalde week gewerk het, moet die werkewer by wie hy eerste gedurende daardie week vir minstens 17 uur in diens was, die bedrag bedoel in subklousule (1) betaal.

(4) Bedrae wat ingevolge die bepalings van hierdie klosule betaalbaar is, moet voor die sewende dag van elke maand wat volg op dié ten opsigte waarvan die bedrae betaal word, deur die werkewer aan die Sekretaris van die Raad aangestuur word, tesame met 'n staat in dié vorm wat die Raad mag voorskryf en wat die getal werknemers aantoon ten opsigte van wie bedrae betaal word, en wat sertificeer dat die bedrag wat betaal word in ooreenstemming met die bepalings van hierdie klosule is.

(5) Die Raad moet binne een maand volgende op die maand van invordering, die totale bedrag aan bydraes ontvang ingevolge die bepalings van hierdie klosule, min 'n invorderingskoste van  $2\frac{1}{2}$  persent, wat die algemene fondse van die Raad toeval, aan die Master Builders' and Allied Trades' Association (Cape Peninsula) stuur.

### 34. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry (inaugurated by the Building Industries Federation (South Africa), hereinafter referred to as the "National Fund", hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall contribute to the National Fund an amount of 8c per week in respect of each of his employees for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j): Provided that—

(a) no payment shall be made by an employer in respect of learners or of an employee who works less than 17 hours for him in any week; and

(b) where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 17 hours.

(3) The procedure prescribed in clause 28 of this Agreement relative to the manner in which payments shall be made to the Council, shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(4) The Council shall, within one month following the month of collection pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2) of this clause, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(5) Copies of the Constitution and of the audited annual accounts and balance sheets of the National Fund for each financial year, shall be lodged with the Council and with the Secretary for Labour. For the purpose of this subclause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

### 35. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund, inaugurated by the Building Industries Federation (S.A.), hereinafter referred to as the "Training Fund", hereby authorises, for the purpose of implementing the objects set forth in the Constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Each employer shall, subject to the provisions of subclauses (3) and (4), hereof, contribute to the Training Fund an amount of 20c per week in respect of every employee employed by him for whom wages are prescribed in clause 16 (1) (e), (f), (g), (i) and (j), excluding learners.

(3) No payment shall be made by an employer in respect of an employee who works less than 17 hours for him in any week.

(4) 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 17 hours.

(5) The procedure prescribed in clause 28 shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said Training Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(7) Copies of the Constitution and of audited accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Secretary for Labour. For the purposes of this subclause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

### 36. AGENTS

(1) The Council may appoint one or more persons as agent or agents to assist in giving effect to this Agreement.

(2) An agent shall have the following powers (in so far as these powers concern only persons who are members of one of the employers' organisations or trade unions):

(a) To enter any premises or place in which the Industry is carried on at any time that 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 any employer or employee, regarding matters relating to this Agreement;

### 34. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid wat in die lewe geroep is deur die Building Industries Federation (South Africa), hiera die "Nasionale Fonds" genoem, verleen hy hierby magtig om, ten einde die oogmerke gemeld in die konstitusie van genoemde Nasionale Fonds te verwesenlik, bydrae in te vorder ooreenkomsdig die prosedure hieronder uiteengesit.

(2) Elke werkewer moet 'n bedrag van 8c per week tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werkewers vir wie in klousule 16 (1) (e), (f), (g), (i) en (j) lone voorgeskryf word: Met dien verstande dat—

(a) 'n werkewer geen bedrag betaal ten opsigte van leerlinge of ten opsigte van 'n werkewer wat minder as 17 uur in 'n week vir hom werk nie; en

(b) waar 'n werkewer deur twee of meer werkewers gedurende dieselfde week in diens geneem word, die werkewer by wie hy die eerste gedurende daardie week vir minstens 17 uur in diens was, die bedrag vir daardie week moet betaal.

(3) Die prosedure voorgeskryf in klousule 28 van hierdie Ooreenkoms met betrekking tot die manier waarop bydrae aan die Raad betaal moet word, is *mutatis mutandis* van toepassing op die betaling van bydrae ooreenkomsdig die bepalings van hierdie klousule.

(4) Die Raad moet, binne een maand volgende op die maand van invordering, die totale bedrag van die bydraes wat hy ooreenkomsdig die bepalings van subklousule (2) ingevorder het, min 'n invorderingskoste van 2½ persent, wat die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds betaal.

(5) Kopieë van die Konstitusie en die geouditeerde jaarlikse rekenings en balansstate van die Nasionale Fonds vir elke boekjaar, moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule beteken die uitdrukking "Konstitusie" ook alle wysigings van die Konstitusie wat van tyd tot tyd aangeneem word.

### 35. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid, ingestel deur die Federasie van Bounywerhede (S.A.), hiera die "opleidingsfonds" genoem, magtig hy hierby, met die doel om die oogmerke te verwesenlik wat in die Konstitusie van genoemde Opleidingsfonds uiteengesit is, die invordering van bydraes ooreenkomsdig die prosedure hieronder uiteengesit.

(2) Behoudens subklousules (3) en (4) hiervan, moet elke werkewer tot die Opleidingsfonds 20c per week bydra ten opsigte van elke werkewer by hom in diens vir wie in klousule 16 (1) (e), (f), (g), (i) en (j) lone voorgeskryf word, uitgesonderd leerlinge.

(3) Geen betaling moet deur 'n werkewer gedoen word ten opsigte van 'n werkewer wat minder as 17 uur vir hom in 'n enkele week werk nie.

(4) Wanneer 'n werkewer by twee of meer werkewers gedurende dieselfde week gewerk het, moet die betaling ten opsigte van daardie week gedoen word deur die werkewer by wie hy eerste gedurende daardie week minstens 17 uur gewerk het.

(5) Die prosedure in klousule 28 voorgeskryf is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Elke maand moet die raad aan genoemde Opleidingsfonds die totale bedrag aan bydraes betaal wat kragtens subklousule (2) deur hom ingevorder is, min invorderingskoste van 2½ persent, en dié bedrag moet die algemene fondse van die Raad toeval.

(7) Eksemplare van die Konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule moet die uitdrukking "Konstitusie" alle wysigings van die Konstitusie insluit wat van tyd tot tyd aangeneem word.

### 36. AGENTE

(1) Die Raad kan een of meer persone as 'n agent of agente aanstel om behulpzaam te wees met die uitvoering van hierdie Ooreenkoms.

(2) 'n Agent het onderstaande bevoegdhede (vir sover hierdie bevoegdhede betrekking het op slegs dié persone wat lede is van een van die werkewersorganisasies of vakverenigings):

(a) Om 'n perseel of plek waarin die Nywerheid beoefner word, te eniger tyd te betree wanneer hy 'n grondige rede het om te vermoed dat enigeen daarin werkzaam is;

(b) om enige werkewer of werkewer in die teenwoordigheid van ander of alleen, soos hy mag goedvind, te ondervra oor aangeleenthede wat op hierdie Ooreenkoms betrekking het;

(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 the Agreement are being complied with.

(3) When exercising the powers conferred upon him by sub-clause (2), an agent may be accompanied by an interpreter.

(4) Every employer who, or employers' organisation or trade union which is a party to the Council and all persons who are members of such employers' organisation or trade union shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclauses (2) and (3).

### 37. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason: Provided that exemption from any of the provisions of clause 23 shall not be granted unless prior approval of the Department of Labour has been obtained in writing.

(2) The Council shall have the power to fix the conditions under and the period for which any exemption shall operate.

(3) A certificate of exemption under the signature of the Chairman or Secretary of the Council shall be issued to every employer or employee exempted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

### 38. EXHIBITION OF AGREEMENT

A copy of this Agreement in both official languages together with the notices required by section 58 of the Act, shall be exhibited by every employer in every workshop, yard and job where he carries on business, in a conspicuous position accessible to all employees.

### 39. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

### 40. GENERAL

Nothing in this Agreement contained shall be construed as absolving any employer or employee from the provisions of any other enactments or proclamations, or any by-laws, or regulations framed thereunder.

Signed at Cape Town this 19th day of August 1972, on behalf of all parties to the Council.

THOS. PATTULLO, Chairman.

H. J. TITE, Vice-Chairman.

Z. P. CILLIERS, Secretary.

(c) om te eis dat die boeke, tydstate, registers of dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, getoon moet word en om dit te inspekteer, te ondersoek of 'n afskrif daarvan te maak.

(3) Wanneer 'n agent die bevoegdheid uitoefen wat by subklousule (2) aan hom verleen word, mag hy 'n tolk met hom saamneem.

(4) Elke werkewer of werkewersorganisasie of vakvereniging wat 'n party by die Raad is en alle persone wat lede van sodanige werkewersorganisasie of vakvereniging is, moet die agent alle faciliteite verleen om hom in staat te stel om die bevoegdheid uit te oefen wat by subklousule (2) en (3) aan hom verleen word.

### 37. VRYSTELLINGS

(1) Die Raad mag om 'n afdoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen: Met dien verstaande dat vrystelling van enige van die bepalings van klosule 23 nie verleen mag word nie, tensy die skriftelike goedkeuring van die Departement van Arbeid vooraf verkry is.

(2) Die Raad het die bevoegdheid om die voorwaardes waarop en die tydperk waarvoor 'n vrystelling van krag is, te bepaal.

(3) 'n Vrystellingsertifikaat, onderteken deur die Voorsitter of die Sekretaris van die Raad, moet aan elke werkewer of werkewer aan wie vrystelling verleen word, uitgereik word.

(4) 'n Vrystellingsertifikaat mag te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, deur die Raad gewysig of ingetrek word.

### 38. VERTONING VAN OOREENKOMS

'n Kopie van hierdie Ooreenkoms in beide ampelike tale tesame met die kennisgewings wat by artikel 58 van die Wet vereis word, moet deur elke werkewer in elke werkinkel, werk en werkplek waar werk deur hom verrig word, in 'n opvallende plek wat vir alle werkemers toeganklik is, opgeplak word.

### 39. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms, en hy kan vir die leiding van werkewers en werkemers menings uitspreek wat nie onbestaanbaar is met die bepalings hiervan nie.

### 40. ALGEMEEN

Niks wat in hierdie Ooreenkoms vervat is, moet so vertolk word dat dit 'n werkewer of werkemers onthof van die bepalings van enige ander wetsbepaling of proklamasie, of enige verordening of regulasies wat ingevolge daarvan opgestel is nie.

Namens al die partye by die Raad op hede die 19de dag van Augustus 1972 te Kaapstad onderteken.

THOS. PATTULLO, Voorsitter.

H. J. TITE, Ondervoorsitter.

Z. P. CILLIERS, Sekretaris.

No. R. 1964

27 October 1972

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

### BUILDING INDUSTRY, WESTERN PROVINCE

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice R. 1963 of 27 October 1972, 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.

M. VILJOEN, Minister of Labour.

No. R. 1964

27 Oktober 1972

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

### BOUNYWERHEID, WESTELIKE PROVINSIE

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bouywierheid, gepubliseer by Goewermentskennisgewing R. 1963 van 27 Oktober 1972, oor die algemeen vir werkemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 1965

27 October 1972

No. R. 1965

27 Oktober 1972

**WORK RESERVATION DETERMINATION 13  
BUILDING INDUSTRY, CAPE PROVINCE AND  
NATAL.—EXEMPTION IN RESPECT OF CERTAIN  
AREAS IN THE WESTERN PROVINCE**

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 13, published under Government Notice R. 1861 of 9 November 1962, to all employers and their employees who are Coloureds and who are bound by the Agreement relating to the Building Industry, Western Province, published under Government Notice R. 1963 of 27 October 1972, with effect from 1 November 1972 and for such period or periods as the said Agreement may be binding in terms of the said Act, to the extent that Coloureds who are registered with the Industrial Council for the Building Industry, Western Province, in terms of clause 11 of the said Agreement, may in the said Industry perform any work specified in the definition of "operative" in clause 3 of the said Agreement, except work in connection with shop, office and bank fitting.

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.

**WERKRESERVERINGVASSTELLING 13**

**BOUNYWERHEID, KAAPPROVINSIE EN NATAL.—  
VRYSTELLING TEN OPSIGTE VAN SEKERE  
GEBIEDE IN DIE WESTELIKE PROVINSIE**

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, aan alle werkgewers en hul werknemers wat Gekleurdes is en vir wie die Ooreenkoms in verband met die Bounywerheid, Westelike Provinie, gepubliseer by Goewermentskennisgewing R. 1963 van 27 Oktober 1972 bindend is, met ingang van 1 November 1972 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend mag wees, vrystelling verleen het van die bepalings van Vasstelling 13 wat by Goewermentskennisgewing R. 1861 van 9 November 1962 gepubliseer is, in dié mate dat Gekleurdes wat ingevolge klousule 11 van genoemde Ooreenkoms by die Nywerheidsraad vir die Bounywerheid, Westelike Provinie, geregistreer is, toegelaat word om in genoemde Nywerheid enige werk te verrig wat in die omskrywing van "werksman" in klousule 3 van genoemde Ooreenkoms gespesifieer is, uitgesonderd werk in verband met winkel-, kantoor- en bankuitrusting.

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.

## **Useful Hints—**

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

## **Nuttige wenke—**

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in brieve insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle brieve. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroeertydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waarvan toepassing.

## Registered mail carries no insurance.

Send valuables by  
**INSURED PARCEL POST**  
and  
Money by means of a **POSTAL ORDER** or  
**MONEY ORDER.**

*Use air mail parcel post* ————— **It's quicker!**

**CONSULT YOUR LOCAL POSTMASTER.**

## Geregistreerde pos is nie verseker nie.

Stuur waardevolle artikels per  
**VERSEKERDE PAKKETPOS**  
en  
Geld deur middel van 'n **POSORDER** of  
**POSWISSEL.**

*Stuur u pakkette per lugpos* ————— **dis vinniger!**

**RAADPLEEG U PLAASLIKE POSMEESTER.**

## CONTENTS

No.		Page
<b>Labour, Department of Government Notices</b>		
R.1963.	Industrial Conciliation Act, 1956: Building Industry, Western Province: Agreement for the Cape Peninsula ...	1
R.1964.	Factories, Machinery and Building Work Act, 1941: Building Industry, Western Province ... ... ...	32
R.1965.	Work Reservation Determination 13: Building Industry, Cape Province and Natal: Exemption in respect of certain areas in the Western Province ... ...	33

## INHOUD

No.		Bladsy
<b>Arbeid, Departement van Goewermentskennisgewings</b>		
R.1963.	Wet op Nywerheidsversoening, 1956: Bou- nywerheid, Westelike Provinse: Ooreen- koms vir die Kaapse Skiereiland ... ...	1
R.1964.	Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Bounywerheid, Westelike Provinse	32
R.1965.	Werkreserveringvasstelling 13: Bounywer- heid, Kaapprovinse en Natal: Vrystelling ten opsigte van sekere gebiede in die Westelike Provinse ... ... ...	33

