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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 693

26 April 1974

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, WORCESTER.—
MAIN AGREEMENT

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 the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (2), 6 (1) and (2), 27, 33 and 36, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Worcester; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Worcester and with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (2), 6 (1) and (2), 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—22309

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 693

26 April 1974

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, WORCESTER.—
HOOFOOREENKOMS

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 die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (2), 6 (1) en (2), 27, 33 en 36, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrik Worcester; 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 (1) en (2), 17 (5) (b), 27, 31, 32, 33 en 36, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die landdrostdistrik Worcester *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—4264

SCHEDULE

WORCESTER BUILDING INDUSTRIAL COUNCIL
AGREEMENT

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

Worcester Master Builders' and Allied Trades' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

Western Province Building Workers' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part,

being the parties to the Worcester Building Industrial Council.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Magisterial District of Worcester by the employers and the employees engaged or employed in the Building Industry who are members of the employers' organisation and the trade union respectively.

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

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

(b) 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) 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, 22 and 26 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 in terms of section 48 of the Act, and shall remain in force for a period of three years, or for such period as may be determined by him.

3. DEFINITIONS

Any term or expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act and any reference to an Act shall include any amendment 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" or "Industry" means the Industry in which employers and employees are associated for the purpose of—

(1) erecting, completing, renovating, repairing or altering buildings;

(2) performing the following work on the site of a building and constituting a permanent and integral portion thereof:

Bricklaying, which includes concreting and the fixing of concrete blocks, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling;

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

joinery, which includes the making, including machining and fixing of doors, windows, shutters, skylights or any other wooden fixture which form a permanent part of the building;

masonry, which includes stone-cutting and building, and cutting and building of ornamental stone work, concreting and the fixing or building of precast or artificial stone or marble paving, mosaic work, pointing, wall and floor tiling, operation of stone-working machinery and sharpening of masons' tools;

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
WORCESTER

OOREENKOMS

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

Worcester Master Builders' and Allied Trades' Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Western Province Building Workers' Union (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Worcester.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet in die landdrosdistrik Worcester nagekom word deur die werkgewers en die werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede van onderskeidelik die werkgewersorganisasie en die vakvereniging is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing—

(a) slegs op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskrif word en op voormanne;

(b) op vakleerlinge slegs in dié mate wat dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of 'n kontrak aangegaan of voorwaardes daarkragtens voorgeskrif nie;

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

(3) Klousules 20, 21, 22 en 26 is nie van toepassing op werknemers wat ongeskoolde werk verrig nie.

(4) Klousules 13 en 29 is nie van toepassing op voormanne wat nie in fabriek en werkwinkels werksaam is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet mag vasstel, en bly van krag vir drie jaar of vir dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWINGS

Alle terme en uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskrif 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 werknemer wat diens doen ooreenkomstig 'n skriftelike leerkontrak wat geregistreer is ingevolge die Wet op Vakleerlinge, 1944, en omvat dit 'n werknemer wat in diens is gedurende die proeftydperk in dié Wet toegelaat;

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

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

"Bounywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om—

(1) geboue op te rig, te voltooi, op te knap, te herstel of te verbou;

(2) op die terrein van 'n gebou die volgende werk te verrig wat 'n permanente en integreerende deel van sodanige gebou uitmaak, naamlik:

Messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, die beteëling van mure en vloere, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanleg, leiklipwerk en pandekking;

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

skrynwerk, wat die volgende insluit: Die maak van deure, vensters, luuke, dakligte of alle ander houttoebehore wat 'n permanente deel van die gebou uitmaak, met inbegrip van die masjienbewerking en aanbring daarvan;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, en die kap van klippe vir en die bou van sierklipwerk, betonwerk, en die aanbring of bou van vooraf gegiete of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie en die skerpmak van klipwerkersgereedskap;

metal work, which means the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, the making and/or fixing of drawn metal work and sheet and extruded metal;

painting, which includes prime and under-coat, decorating, distemping, graining, glazing, marbling, paperhanging, staining, spraying, signwriting and wall decoration, varnishing and the removal of paint by flame from painted surfaces;

plastering, which includes modelling, granolithic and composition flooring, precast or artificial stone work, wall and floor tiling, paving and mosaic work;

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 making and fitting of plumbing fixtures from sheet metal;

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood and cork and sandpapering of same;

(3) performing work done off the site which will form a permanent and integral portion of a building, viz.:

Joinery, masonry, plastering, modelling, plumbing fixtures to specification for installation in specified buildings but not manufactured for stocks, counters, screens and interior fittings and fixtures to specification for permanent installation in specified buildings;

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

"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 Worcester Building Industrial Council, registered in terms of section 22 of the Industrial Conciliation Act, 1937, 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 R260 per month and is placed in charge of a contract or contracts or a particular section of a job or jobs in a purely supervisory capacity and who allots 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 doing the work of an artisan except 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;

"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;

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

metaalwerk, wat die volgende insluit: Die aanbring van staal-plafonne, metaalvensters, metaaldeure, bousmidwerk, metaalrame en metaaltrappe, boumetaalwerk, die maak en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal;

verfwerk, wat die volgende insluit: Die aanwending van grond- en onderlae, versierwerk, distemperwerk, vlamskilderwerk, glasuurwerk, marmering, muurplakwerk, beitswerk, spuitwerk, letterskilderwerk en muurversiering, verniswerk en verf met 'n vlam van geveerde oppervlakke af verwyder;

pleisterwerk, wat die volgende insluit: Boetseerwerk, granolitiese en komposisievloerwerk, vooraf gegiet of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gas-aanlegwerk, sanitêre en huisgenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandbeskermingsinstallasie en die maak en aanbring van loodgieterstoebehoere uit plaatmetaal;

houtwerk, wat die volgende insluit: Timmerwerk, houtwerk, masjineerwerk, draaiwerk, houtsnywerk, die aanbring van golfyster, klank- en akoestiekmetaal, kurk- en asbesisolasië, houtdraaiwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout en kurk, en die afskuur daarvan;

(3) werk wat 'n permanente en integrerende deel van 'n gebou sal uitmaak, weg van die terrein af te verrig, naamlik:

Skrynwerk, klipmesselwerk, pleisterwerk, boetseerwerk, die loodreg stel van toebehoere wat volgens spesifikasie gemaak word vir installering in bepaalde geboue maar wat nie vir voorraad bedoel is nie, toonbanke, skermes en los en vaste binnetoebere wat volgens spesifikasie gemaak word vir permanente installering in bepaalde geboue;

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

"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 eersgenoemde graad;

"verbruikersprysindeks" die beswaarde gemiddelde verbruikersprysindeks met betrekking tot Kaapstad soos bepaal deur die Sekretaris van Statistiek en soos van tyd tot tyd in die *Staatskoerant* 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 Nywerheidsraad vir die Bounywerheid, Worcester, wat ooreenkomstig artikel 22 van die Wet op Nywerheidsvereeniging, 1937, geregistreer is en geag word geregistreer te wees ooreenkomstig artikel 19 van die Wet;

"drywer" 'n werknemer wat 'n motorvoertuig dryf en vir die toepassing van hierdie woordeskrif sluit "in 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.

"noodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werke soos in klousule 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 R260 per maand en in beheer geplaas is van 'n kontrak of kontrakte 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 met 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 wat nie die werk van 'n ambagsman verrig nie, tensy dit in 'n opleidingshoedanigheid gedoen word;

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

"leerling" 'n werknemer van 21 jaar en ouer wat diens doen ingevolge 'n skriftelike leerkontrak wat deur die Raad ooreenkomstig klousule 8 goedgekeur en geregistreer is;

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

"motorvoertuig" 'n meganiese aangedrewe voertuig, uitgesonderd tweewielvoertuie en stortwaens, wat vir die vervoer van goedere gebruik word en omvat dit 'n voorhaker en 'n trekker;

"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;
- (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 bevells;
- (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 pattern 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.

"werksman" 'n werknemer wat ouer is as 21 jaar en wat met die voorafverkreë goedkeuring van die Raad vir enigeen 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 riole;
- (4) lê van voorafgegiëte grondgeute;
- (5) lê van voorafgegiëte betonblaaie of stene op plat plaveisel in strykverband, met inbegrip van bedding en voegstryking maar nie uitlê nie;
- (6) voegvulling en voegstryking;
- (7) klippmure wat nie deel van 'n gebou of bouwerk uitmaak nie met ongelaaide 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) bediening van 'n Mall en Biax of 'n soortgelyke tipe verplaasbare skuermasjien, buigsame sny-, afwerk- en ander masjiene;
- (13) die lê volgens setmaat of leirame van blokke in dagha- of mastiklaa waarby die gereedskap van 'n ambagsman nie gebruik word nie;
- (14) bediening van verplaasbare slypmasjiene en soortgelyke masjiene;
- (15) spuitkilderwerk aan akoestiek materiaal;
- (16) opvul van voë in vorms vir voorafgiëting;
- (17) uitmekaarhaal op oprigting van vorms vir giëting;
- (18) gebruik van Tirolse en soortgelyke masjiene;
- (19) afstryking van betonpanele en -mure in vorms by die fabriek vir voorafvervaardigde bou-eenhede.

B. In die Ambagte Skrynwerk, Houtmasjienwerk, Winkel-, Kantoor- en Bankuitrustingswerk, Timmerwerk en Houtwerk

- (1) Kosyne, deure en blaaie klamp;
- (2) wie saag;
- (3) gate by herhaling met 'n masjien boor;
- (4) dwarssneemasjiene voer, behalwe versteke en sweie;
- (5) inmeekaarsit van voorafgesnyde komponente vir die her-nuwing, herstel en opknapping van panele vir bekisting;
- (6) inmeekaarsit van tipegdeure van standaardpatrone, soos vlak-paneeldeure, plankdeure met verspande en geklampte raamwerk (Z-plankdeure) en enkellig-paneeldeure;
- (7) entafverksaag bedien, slegs indien die artikel in 'n raamwerk of setmaat gemonteer is;
- (8) belas is met die uitmekaarhaal van bekisting;
- (9) materiaal voer in handgevoerde houtwerkmasjiene in werkwinkels, uitgesonderd houtfrees- en vlakskaafmasjiene;
- (10) materiaal in meganiese gevoerde houtwerkmasjiene voer;
- (11) aanbring van ruitkraallyste en plat lyste;
- (12) vaslym en aanbring van omranding aan rakke en platbord wat in massa in werkwinkels geproduseer word;
- (13) agtervlakke van toebehore vasspyker;
- (14) laaie en bakke (met inbegrip van bome) aanmekaar spyker met spykermasjiene in werkwinkel;
- (15) plankvlakke op rame in werkwinkel aanbring;
- (16) outomatiese pers bedien;
- (17) deur- of vensterklampe bedien;
- (18) rol- of bandskuurders bedien;
- (19) randafwerkmasjiene bedien;
- (20) toonbankblaaie en soortgelyke vlakke met skuurpapier skuur;
- (21) raamwerk met kartelkramme;
- (22) aanbring van kurk- of ander isoleermateriaal;
- (23) lê van vloere, met uitsondering van strook- en blokkiesvloere, maar met inbegrip van houtmosaïekvloere;
- (24) balke plaas maar nie vlakke bepaal nie;
- (25) deure in die werkwinkel vir slotte tap of boor;
- (26) aanbring van muurbedekking of soortgelyke materiale aan rakke, toonbankblaaie, 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 slypmasjien op metaal of vulling met die hand bedien;
- (31) metaalvensters inmeekaarsit;
- (32) glasuurruierspykerspuite in werkwinkel gebruik;
- (33) metaal met die hand of kragmasjien onder toesig boor of pons;
- (34) buig of fatsoenering van metaal met 'n masjien; en
- (35) sweissoldeer- of sweiswerk in werkwinkel waar setmaat of sweismasjiene gebruik word.

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

"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, bunks 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 motor 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, shall, within one week of such date, forward to the Secretary of

C. In die Ambag Loodgieterswerk

- (1) Innekaarsit 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 werk-winkel in massaproduksie-eenhede vir behuising innekaargestit en gepas word;
- (2) innekaarsit op die terrein en aanbring van asbes-, gegalvaniseerde yster- en plastiekgeute en -geutpype maar nie geut-pype in suile nie;
- (3) buig en/of fatsoenering met 'n masjien;
- (4) sweissoldeer- en sweiswerk in werkwinkel waar setmaat of sweismasjien gebruik word;
- (5) voegstryking van asbes- en metaalgeute;
- (6) vasklink van oorslae aan die kante van metaalbeplating en oorslaglasse.

D. In die Ambagte Verfwerk en Beglasing

- (1) Komposisiemuurbedekking met 'n masjien;
- (2) mattering;
- (3) kwaslakwerk of verf van grondlaag;
- (4) aanwending van poeierdistemper, uitgesonderd eerste en finale lae;
- (5) aanwending van eerste lae aan werk wat in werkwinkel 'n grondlaag toegedien is;
- (6) grondlae op alle oppervlakke verf;
- (7) aanwending van korrosiebestande verf aan boustaalwerk en waterdigmaking;
- (8) planering en/of oliewerk.

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

"oortyd" alle tyd gewerk buite of langer as die gewone werkkure voorgeskryf in klousule 13 (1);

"loonvrag" die maksimum massa wat 'n motorvoertuig mag dra ooreenkomstig die bepalinge van 'n motortransportsertifikaat of sertifikaat van vrystelling van die verpligting om sodanige motortransportsertifikaat uit te neem wat ooreenkomstig die Motortransportwet en die regulasies daarkragtig 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 gestut word deur 'n enkele ry staanders en deur die bouwerk in verband waarmee dit gebruik word;

"steier" 'n struktuur of raamwerk wat in verband met bou- of uitgrawingswerk gebruik word om persone, uitrusting en materiaal in oerhoofse posisies 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, slaappleke of kampbeddens en wat oor die nodige was- en latrinegeriewe beskik;

"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 in klousule 16 voorgeskryf;

"boksteier" 'n werkplatform wat gestut word deur bokke, en traplere, driehoek en dergelike stutte;

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

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

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

en omvat dit 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 werkgewer" of "vennoot" 'n werkgewer of vennoot wat 'n werkgewer 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 klousule 16 ten opsigte van die gewone werkkure voorgeskryf in klousule 13 (1): Met dien verstande dat indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkkure gereeld 'n hoër bedrag betaal as dié voorgeskryf in klousule 16, dié sodanige hoër bedrag beteken.

4. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer 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 registreer het nie, moet binne een week vanaf sodanige datum die

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 as at date of registration 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 14 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 as at date of registration 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 subclause (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, and in the event of a partnership, a notarially certified copy of the partnership agreement.

(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 the Chairman and the Secretary of the Council shall be issued to each employer within 14 days of date of registration.

(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 14 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) Every employer shall inform the Council within seven days after the close of his wage week of any increase in the total wages, levies and contributions due by him under clauses 16, 21, 28, 29 and 30 where such increase exceeds 20 per cent of the guarantee furnished under subclause (b).

(8) Every employer shall simultaneously with the advice to the Council under subclause (7) furnish the Council with an amended guarantee or an additional guarantee to cover the increased total wages, levies and contributions due under clauses 16, 21, 28, 29 and 30.

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

5. NOTICE BOARD

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out in excess of seven days, 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 Worcester Master Builders' and Allied Trades' Association shall, in addition to the above, display a sign approved by the Council indicating that such employer is a member of the said Association.

6. ENGAGEMENT OF EMPLOYEES

(1) (a) A member of the trade union shall endeavour not to accept employment with any employer who is not a member of the employer's organisation and shall endeavour not to remain in the employment of any employer whose membership of the employers' organisation has been terminated.

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 amsag of amagte wat hy in die Nywerheid beoefen;
- (iv) die getal werknemers in sy diens in die verskillende kategorieë waarvoor lone in hierdie Ooreenkoms voorgeskryf word, op die datum van sy registrasie.

(b) Elke werknemer in die Nywerheid wat op of na die datum waarop hierdie Ooreenkoms in werking tree tot die Nywerheid toetree, moet binne 14 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 amsag of amagte wat hy in die Nywerheid beoefen;
- (iv) die getal werknemers in sy diens in die verskillende kategorieë waarvoor lone in hierdie Ooreenkoms voorgeskryf word op die datum van sy registrasie.

(2) Waar die werkgewer '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, en in die geval van 'n vennootskap, 'n kopie van die vennootskapsoreenkoms wat deur 'n notaris gesertifiseer is;

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

(4) Elke werkgewer 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 die Voorsitter en die Sekretaris van die Raad, moet binne 14 dae vanaf die datum van registrasie aan elke werkgewer uitgereik word.

(6) Elke werkgewer wat in die Nywerheid is op die datum waarop hierdie Ooreenkoms in werking tree en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne 14 dae vanaf sodanige datum of vanaf die datum waarop sodanige werkgewer 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 ingevolge klousule 28 aan die Raad verskuldig is, en die betaling van twee weke se bydraes en toelaes wat ingevolge klousules 21, 29 en 30 aan sy werknemers verskuldig is, te dek: Met dien verstande dat die waarborg deur 'n werkgewer ingedien vir 'n bedrag van minstens R150 moet wees, ongeag die getal werknemers in diens van so 'n werkgewer.

(7) Elke werkgewer moet die Raad binne sewe dae na die afsluiting van sy loonweek in kennis stel van enige vermeerdering in die totaal van die lone, heffings en bydraes deur hom verskuldig ingevolge klousules 16, 21, 28, 29 en 30, indien sodanige vermeerdering die waarborg wat ooreenkomstig subklousule (6) verskaf moet word, met meer as 20 persent te bowe gaan.

(8) Wanneer 'n werkgewer die Raad ooreenkomstig subklousule (7) in kennis stel, moet hy terselfdertyd aan die Raad 'n gewysigde waarborg of 'n addisionele waarborg verskaf ter dekking van die verhoogde totaal van die lone, heffings en bydraes wat ooreenkomstig klousules 16, 21, 28, 29 en 30 verskuldig is.

Insgelyks moet die Raad 'n werkgewer toelaat om die bedrag van sodanige waarborg te verminder indien 'n vermindering in die getal werknemers in sy diens, soos deur die werkgewer bewys, so 'n vermindering regverdig: Met dien verstande dat die bedrag van so 'n waarborg nooit minder as R150, mag wees nie.

5. KENNISGEWINGBORD

(1) Elke werkgewer en alle werkgewers in vennootskap moet, wanneer bouwerk vir langer as sewe dae 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 werkgewer of vennootskap duidelik voorkom: Met dien verstande dat subkontraakteurs letters wat minstens 50 mm hoog is, kan gebruik.

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

6. INDIENSNEEMING VAN WERKNEMERS

(1) (a) 'n Lid van die vakvereniging moet poog om nie in diens te tree by 'n werkgewer wat nie lid van die werkgewersorganisasie is nie, en moet poog om nie in diens te bly by 'n werkgewer wie se lidmaatskap van die werkgewersorganisasie beëindig is nie.

(b) A member of the employers' organisation shall endeavour not to employ any employee who is not a member of the trade union.

(2) Proof of membership of the trade union shall be the production of a valid membership card issued by the trade union, which card shall be produced by the employee when applying for work.

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

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

(b) to foremen.

(4) Every employee who is employed as an artisan on the date of coming into force of this Agreement, shall within seven days of such date be issued by his employer with a card, in a form approved by the Council, indicating that he is being employed as an artisan.

(5) Any employee who is being employed as an artisan for the first time in the area of jurisdiction of the Council and who is therefor not in possession of an artisan's card, shall be furnished by his employer with such an artisan's card upon the termination of his services with his employer.

(6) After the coming into force of this agreement every employee who claims to be an artisan, must produce to his employer when applying for work, his artisan's card as issued under subclauses (4) and (5).

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 discontinue 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.

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

(b) 'n Lid van die werkgewersorganisasie moet poog om nie 'n werknemer in diens te neem wat nie lid van die vakvereniging is nie.

(2) Bewys van lidmaatskap van die vakvereniging is die voorlegging van 'n geldige lidmaatskapskaart uitgereik deur die vakvereniging, en hierdie kaart moet deur die werknemer getoon word wanneer hy om werk aansoek doen.

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

(a) op vakleerlinge, leerlinge, werksmanne en op werknemers vir wie daar in klousule 16 (1) (a), (b), (c), (d) en (n) lere voorgeskryf word;

(b) op voormanne.

(4) Aan elke werknemer wat as ambagsman werksaam is op die datum waarop hierdie Ooreenkoms in werking tree, moet sy werkgewer binne sewe dae vanaf sodanige datum 'n kaart uitreik in die vorm deur die Raad goedgekeur, waarin aangedui word dat hy as ambagsman werksaam is.

(5) Aan elke werknemer wat vir die eerste keer in die jurisdiksiegebied van die Raad as ambagsman in diens geneem word en wat derhalwe nie in besit is van 'n ambagsmankaart nie, moet sy werkgewer so 'n ambagsmankaart uitreik wanneer die werknemer se dienste by dié werkgewer beëindig word.

(6) Elke werknemer wat daarop aanspraak maak dat hy 'n ambagsman is, moet na die inwerkingtreding van hierdie Ooreenkoms sy ambagsmankaart wat ooreenkomstig subklousule (4) en (5) uitgereik is, aan sy werkgewer voorlê wanneer hy om werk aansoek doen.

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 ouderdom 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, uitgesonderd leerlinge, wat in diens geneem is om sodanige werk te verrig.

(3) Die Raad is bevoegd om die diensvoorwaardes 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 is.

(4) Ondanks enige skriftelike kontrak wat ingevolge subklousule (3) aangegaan mag geword het, kan die Raad te eniger tyd by wyse van skriftelike kennisgewing sy toestemming vir die indiensneming van 'n leerling terugtrek indien hy beskou 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) vernietig, 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 hoedanigheid 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. ONWETTIGE INDIENSNEMING VAN PERSONE

(1) Geen werkgewer 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 werkgewer mag 'n werknemer (hetsy 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 "Bounywerheid" genoem

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 leave 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.

(7) For the purposes of this clause "artisan" shall have the same meaning as in clause 9 (3).

(8) An employer shall inform the Council in writing of the dismissal of any operative.

12. TRANSPORT, WALKING TIME AND LODGING ALLOWANCE

(1) An employee who in the performance of his duties is required to work away from his ordinary place of residence on a job so situated that such employee can be said to be

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 vloerskuurmasjien, 'n werknemer wat klip en terrazzo poleer, 'n drywer, 'n werknemer wat ongeskoolde 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 "Bounywerheid" genoem word, maar uitgesonderd werksmanne se werk soos in hierdie Ooreenkoms omskryf.

(4) Geen werknemer mag, terwyl hy by 'n werkgever in diens is, op die openbare vakansiedae en gedurende die verloftyd in kousule 15 (1) vermeld en buite die gewone werkure in kousule 13 (1) voorgeskryf enige werk wat in hierdie Ooreenkoms omskryf word, buite die Nywerheid—hetsy 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 werkgever, of die verrigting deur 'n werknemer, van werk op 'n stukwerk- en/of taakwerkgrondslag word verbied. Hierdie kousule is van toepassing ondanks die feit dat die werknemer 'n gedeelte van die materiaal of uitrusting wat nodig is, verskaf.

(2) Ondanks subkousule (1) is dit toelaatbaar om deur middel van 'n onderlinge ooreenkoms tussen 'n individuele werkgever en sy werknemers, uitgesonderd vakleerlinge, 'n stelsel van aansporingsbetalings in 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 in hierdie Ooreenkoms voorgeskryf: Voorts met dien verstande dat die ander bepalinge 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 subkousule ontstaan, kan deur eenige van die partye aan die Raad voorgelê word vir 'n beslissing.

Kontrakte vir slegs Arbeid

(3) Geen werkgever 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 kousule 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 werkgever 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 met dié strekking deur die Raad aan hom uitgereik is.

(b) Geen werkgever 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 beampte van die Raad of wanneer hy daarom deur 'n werkgever versoek word, moet 'n werksman die registrasiekaart wat deur die Raad aan hom uitgereik is, voorlê.

(3) Geen werkgever 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 vir registrasie as 'n werksman in aanmerking kom nie.

(5) Om registrasie as 'n werksman te verkry, moet deur bemiddeling van die betrokke werkgever 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.

(7) Vir die toepassing van hierdie kousule het "ambagsman" dieselfde betekenis as in kousule 9 (3).

(8) 'n Werkgever moet die Raad skriftelik in kennis stel van die ontslag van 'n werksman.

12. VERVOER-, LOOPTYD- EN LOSIESTOELAE

(1) 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 werkplek wat so geleë is dat daar beweer kan word dat

unable to return to his normal place of residence daily, shall be paid the following transport allowance and/or allowance for sleeping accommodation by his employer:

(a) In the absence of transport being provided by his employer, second-class railway fare and in the case of employees engaged on 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) R1,50 in the case of employees engaged on artisans' or operatives' work;

(ii) 80c in the case of employees engaged on unskilled work;

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

(2) 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 leave 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;

(ab) for more than 12 hours daily from Monday to Friday, inclusive; and

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

(ii) in the case of all other employees—

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

(ab) for more than nine hours daily from Monday to Thursday, inclusive, and eight hours on Friday;

(ac) (A) before 7 a.m. or after 5.30 p.m. on Mondays to Thursdays, inclusive, and before 7 a.m. or after 4.30 p.m. on Fridays, in summer; and

(B) before 7.30 a.m. or after 5.45 p.m. on Mondays to Thursdays, inclusive, and before 7.30 a.m. or after 4.45 p.m. on Fridays, in winter.

For purposes of the above subparagraphs "summer" is the period from 1 October to 31 March, inclusive, and "winter" from 1 April to 30 September, inclusive.

(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—

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

(ii) 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.

(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 during such interval such employee shall not be required or permitted to perform any work.

(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

so 'n werknemer nie in staat sal wees om daaglik na sy gewone woonplek terug te keer nie, moet daar die volgende vervoer-toelae en/of toelae vir slaapplek deur sy werkgever betaal word:

(a) Waar sy werkgever nie vervoer verskaf nie: 'n Tweedeklas-spoorwegkaartjie en in die geval van werknemers wat ongeskoolde werk verrig, 'n derdeklaspoorwegkaartjie na en van die werkplek by die aanvang en beëindiging van sodanige werk;

(b) geskikte slaapplek in die nabyheid van die werkplek of 'n toelae van—

(i) R1,50 in die geval van werknemers wat ambagsmanne of werksmanne se werk verrig;

(ii) 80c 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.

(2) Geen werkgever mag as 'n voorwaarde vir die indiens-neming van 'n werknemer stel dat so 'n werknemer sy motor of ander voertuig in verband met die werkgever se sake moet gebruik nie.

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

(1) *Gewone werkure.*—Behoudens andersluidende bepalings in hierdie klousule, mag 'n werkgever nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n wag, werk nie, en geen werkende werkgever of sy vennoot 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 werkgever is, bouwerk wat normaalweg deur die Bounywerheid onderneem word, teen vergoeding al dan nie, werf, onderneem of verrig nie—

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

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

(c) gedurende die verloftydperke in klousule 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 langer as 44 uur in enige week;

(ab) vir langer as 12 uur daaglik van Maandag tot en met Vrydag; en

(ac) ondanks paragraaf (a), vir langer as vier uur op Saterdag;

(ii) in die geval van alle ander werknemers—

(aa) vir langer as 44 uur in 'n week;

(ab) vir langer as nege uur daaglik van Maandag tot en met Donderdag en agt uur op Vrydag;

(ac) (A) in die somer, voor 7 vm. of na 5.30 nm. op Maandae tot en met Donderdae en voor 7 vm. of na 4.30 nm. op Vrydae; en

(B) in die winter, voor 7.30 vm. of na 5.45 nm. op Maandae tot en met Donderdae en voor 7.30 vm. of na 4.45 nm. op Vrydae.

Vir die toepassing van die subparagrafe hierbo beteken "somer" die tydperk vanaf 1 Oktober tot en met 31 Maart en "winter" die tydperk vanaf 1 April tot en met 30 September.

(2) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om langer 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 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—

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

(ii) '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) *Ruspouses.*—'n Werkgever moet aan elkeen van sy werknemers so na as doenlik aan die middel van elke werktidperk in die voormiddag 'n ruspouse van minstens 15 minute toestaan, en gedurende sodanige ruspouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om werk te verrig nie.

(4) *Skofwerk.*—'n Werkgever 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 subklousule (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

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 Fridays 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 Friday inclusive; and on Saturday four hours, and

(ii) sixteen 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;

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

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

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

(ae) 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 leave 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 of the ordinary hours of work which are observed by his employer's establishment, such ordinary hours 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

wat ingevolge klousule 16, betaalbaar is, plus 15 persent: Met dien verstande dat hierdie subklousule nie op 'n wag van toepassing 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 Werkgewer kan van sy werknemer vereis of hom toelaat om daaglik van Maandag tot en met Vrydag vir 'n tydperk van meer as twee uur oortydwerk te verrig: Met dien verstande dat sodanige oortydwerk nie verrig mag word voor die normale aanvangstyd van die bedryfsinrigting se werk in die oggende nie, tensy die skriftelike toestemming van die Raad vooraf verkry is.

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

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

(ii) vir langer as 16 uur in enige week;

oortydwerk te verrig nie.

(c) Behoudens paragrawe (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-uur op die laaste werkdag voor die dag waarop sodanige oortydwerk verrig moet word. Sodanige aansoek moet die volgende besonderhede bevat:

(aa) Die naam en adres van die werkgewer;

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

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

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

(ae) die getal werknemers in elke klas.

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

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

(b) vir oortydwerk verrig—

(i) vir langer as een uur daaglik op Maandag tot en met Donderdag;

(ii) op Vrydag;

(iii) op Saterdag voor 5 nm.;

(iv) gedurende die verloftydperke 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 Saterdag;

(ii) op Sondag en tot by die normale aanvangstyd op Maandag;

(iii) op die openbare vakansiedae in klousule 15 (1) (b) 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 in enige werkweek van sy werk af wegbly gedurende engeen van of al die gewone werkure wat vir sy werkgewer se inrigting geld, kan sodanige gewone werkure wat die werknemer nie gewerk het nie, afgetrek word van die aantal ure wat die werknemer oortydwerk verrig het, en vir die ure wat aldus afgetrek 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 daaglik 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 werkgewer, 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 oortyd-tariewe wat van toepassing is op die ure van oortydwerk wat verrig is: Voorts met dien verstande dat 'n werkgewer van 'n

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 suitable nature.

15. ANNUAL LEAVE 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 leave period")—

(i) commencing at 5 p.m. on 20 December 1974 and ending at 7.15 a.m. on 13 January 1975;

(ii) commencing at 5 p.m. on 19 December 1975 and ending at 7.15 a.m. on 12 January 1976;

(iii) commencing at 5 p.m. on 15 December 1976 and ending at 7.15 a.m. on 10 January 1977;

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

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

(2) Employees who are required to work during the leave 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 leave 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 on unskilled work	0,27
(b) Operator of a hoist	0,37
(c) Operator of a power-driven crane	0,37

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 veronreg voel omdat enige van die bepalings van paragraaf (a) op hom toegepas is, kan by die Raad appèl 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 bekragtig of sodanige ander uitspraak gee as wat na sy mening in so 'n geval gegee moes gewees het.

(9) *Wagte*.—Hierdie klousule is nie van toepassing nie op 'n wag wie se werkgever hom in 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 aftrek 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 gereedlik beskikbaar is vir inspeksie te eniger tyd, van die Nywerheidsraadnommer (anders bekend as die Vakansiefonds- of Pensioenfondsnummer) van elke werknemer in sy diens. In die geval van Bantowerknemers moet die Nasionale Identiteitsnommer, soos in die werknemer se pas- of bewysboek aangeteken, vir die toepassing van hierdie klousule 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 bydraes tot die Vakansiefonds, Mediese Hulpfonds of Pensioenfonds en dit is die nommer wat in die werknemer se bydraeboek verskyn.

(3) Die rekords in hierdie klousule vermeld, moet op materiaal van duursame aard in duidelik leesbare letters in ink geskryf 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 "verloftydperk" genoem)—

(i) wat om 5 nm. op 20 Desember 1974 begin en om 7.15 vm. op 13 Januarie 1975 eindig;

(ii) wat om 5 nm. op 19 Desember 1975 begin en om 7.15 vm. op 12 Januarie 1976 eindig;

(iii) wat om 5 nm. op 15 Desember 1976 begin en om 7.15 vm. op 10 Januarie 1977 eindig;

(b) op Goeie Vrydag, Hemelvaartsdag, Gelofte dag, Kersdag, Gesinsdag, Nuwejaarsdag of op Republiekdag;

tensy die skriftelike toestemming van die Raad vooraf verkry is.

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

(3) Aan 'n wag van wie vereis word om gedurende die verloftydperk te werk, moet verlof vir 'n tydperk van drie kalenderweke 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) Werknemer wat ongeskoolde werk verrig	0,27
(b) Bediener van 'n hystoestel	0,37
(c) Bediener van 'n kragaangedrewe hyskraan	0,37

	Per hour R
(d) Operator of a floor sandpapering machine; employees engaged in the polishing of stone and terazzo	0,32
(e) Employees engaged on bituminous work and/or on the laying of asphalt and sheeting:	
Learners, during the first year's learnership	0,32
Learners, during second year's learnership	0,37
Thereafter	0,42
(f) Employees engaged on putty glazing:	
During first year's learnership	0,37
Thereafter	0,47
(g) Employees engaged on roof tiling, and roof slating:	
During first year's learnership	0,37
Thereafter	0,47
(h) Employees engaged on ceiling fixing:	
Learners, during first year's learnership	0,47
Learners, during second year's learnership	0,57
Thereafter	1,01
(i) Employees engaged in the fixing of corrugated asbestos sheets on all types of buildings or constructions, whether of steel or wood:	
During first year's learnership	0,47
Thereafter	0,57
(j) Operatives	0,47
(k) Employees (other than operatives and unskilled workers) engaged in the painting trade	0,91
(l) Employees engaged in all other trades (excluding apprentices and trainees)	1,01
	Per week R
(m) Drivers of motor vehicles of a pay-load of six metric tons and over	20,00
Drivers of motor vehicles of a pay-load up to six metric tons	17,00
(n) Watchmen	14,00

(2) The wages prescribed in subclause (1) (e) to (l) 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, on the basis that 123,1 shall be deemed to equal the wages prescribed in this clause, the result to be rounded off to the nearest cent.

For the purposes 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.

(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.

	Per uur R
(d) Bediener van 'n vloerskuurmasjien; werknemers wat klippe en terasso poleer	0,32
(e) Werknemers wat bitumineuse werk doen en of asfalt en beplating lê:	
Leerlinge, gedurende eerste jaar as leerling	0,32
Leerlinge, gedurende tweede jaar as leerling	0,37
Daarna	0,42
(f) Werknemers wat ruite met stopverf insit:	
Gedurende eerste jaar as leerling	0,37
Daarna	0,47
(g) Werknemers wat pan- en leidekking doen:	
Gedurende eerste jaar as leerling	0,37
Daarna	0,47
(h) Werknemers wat plafonne aanbring:	
Leerlinge, gedurende eerste jaar as leerling	0,47
Leerlinge, gedurende tweede jaar as leerling	0,57
Daarna	1,01
(i) Werknemers wat geriffelde asbesplate aan alle tipes geboue of bouwerke, hetsy van hout of staal, aanbring:	
Gedurende eerste jaar as leerling	0,47
Daarna	0,57
(j) Werksmanne	0,47
(k) Werknemers (behalwe werksmanne en ongeskoolde werkers in die verfambag	0,91
(l) Werknemers in alle ander ambagte (uitgesonderd vakleerlinge en kwekelinge)	1,01

Per week
R

(m) Drywers van motorvoertuie met 'n loonvrag van ses metrieke ton en meer	20,00
Drywers van motorvoertuie met 'n loonvrag van tot ses metrieke ton	17,00
(n) Wagte	14,00

(2) Die lone in subklousule (1) (e) tot (l) voorgeskryf, is onderworpe aan aanpassings, ooreenkomstig die formule hieronder aangegee, met ingang 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, op die grondslag dat 123,1 geag moet word gelyk te wees aan die lone in hierdie klousule voorgeskryf, en die resultaat moet tot die naaste sent afgerond word.

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

(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 Bounywerheid voorgeskryf het.

(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.*—Benewens die loon in subklousule (1) voorgeskryf, 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 gevaarlike werk verrig.

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) (ii) any employer who fails to make payment on termination of employment as laid down in subclause (1) shall make such payment not later than the next pay-day, failing which he shall 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 and 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.

(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;

(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 recognised 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 employee employed as a carpenter or bricklayer or plasterer or joiner shall be allowed to put his tools in order during the period of notice referred to above;

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

(a) wat as gevaarlik geklassifiseer is in enige wet, provinsiale ordonnansie, munisipale verordening of regulasie wat op die Bounywerheid 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 by die oprigting van 'n nuwe gebou), op of van 'n hangsteier, bootsmanstoel, of 'n dak of skuifladder 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 riole of in slope wat meer as 5 m diep is, verrig word.

17. BETALING VAN LONE EN OORTYDBESOLDIGING

(1) Behoudens andersluidende bepalinge 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 werkwinkel van die werkgever betaal word.

(3) Behoudens klousule 18 (1) (ii), moet 'n werkgever wat versum om, soos in subklousule (1) voorgeskryf, sy werknemer by diensbeëindiging te betaal, so 'n werknemer betaal nie later nie as die eersvolgende betaaldag, by ontstentenis waarvan hy aan so 'n werknemer alle besoldiging moet betaal ten opsigte van elke werkuur of gedeelte daarvan vanaf die tyd van diensbeëindiging tot die tyd van finale betaling, en laasgenoemde tyd moet vasgestel word deur die werkgever wat skriftelik kennis daarvan aan die werknemer moet gee.

(4) Elke werkgever moet die lone, besoldiging vir oortydwerk, toelaes en alle ander besoldiging wat aan werknemers verskuldig is, betaal en alle seëls waarop 'n werknemer geregtig is, insluit in verseëelde koeferte 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 koefert 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 koefert bevat. Sodanige koefert en ook die staat daarin ingesluit, bly die eiendom van die werknemer.

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

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

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

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

(d) met die skriftelike toestemming van sy werknemer 'n bedrag vir die terugbetaling of gedeeltelike terugbetaling van enige lening of voorskot op sy loon wat so 'n werknemer aan sy werkgever verskuldig is: Met dien verstande dat sodanige afrekkings 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. DIENSBEËINDIGING

(1) Behoudens die reg van 'n werkgever of werknemer om diens sonder kennisgewing te beëindig om 'n regsgeldige rede, moet 'n werkgever wat die dienste 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 werknemer wat as timmerman of messelaar of pleisteraar of skrynwerker werksaam is, toegelaat moet word om sy gereedskap in orde te kry gedurende die kennisgewingstydperk hierbo bedoel;

(ii) 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 pay-day.

(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.

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 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 riveting bars and drills of all sizes;

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

(iv) pipe-cutting tools and vices;

(ii) 'n werknemer wat kennis wil gee en verlang dat die loon wat aan hom verskuldig is aan hom betaal moet word op die dag waarop sy diens beëindig word, die werkgewer voor 10 vm. op die dag van sodanige diensbeëindiging kennis moet gee; so nie, kan die loon wat verskuldig is op die volgende betaaldag betaal word.

(2) Indien 'n werknemer ophou werk sonder dat hy sy werkgewer kennis gee het soos in subklousule (1) voorgeskryf, kan die werkgewer 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 kennisgewingtydperk.

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

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

(b) Niks in hierdie klousule vervat, belet 'n werkgewer om 'n werknemer as gevolg van 'n tekort aan materiaal tydelik te ontslaan nie, en die werkgewer is nie aanspreeklik vir die betaling van enige besoldiging tydens sodanige skorsing nie: Met dien verstande dat, indien die werkgewer die werknemer nie op die vorige dag in kennis gestel het dat sy dienste nie nodig sal wees nie vanweë 'n tekort aan materiaal, die werkgewer 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.

19. VERBOD OP INDIENSNEMING

Behoudens artikel 83 van die Wet, en ondanks andersluidende bepalinge in hierdie Ooreenkoms, word geen bepalinge waarby die aanwerving of indiensneming van 'n werknemer vir enige klas werk of op enige voorwaarde verbied word, geag die werkgewer 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 aanwerving of indiensneming nie verbied was nie; en die werkgewer moet aanhou om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige aanwerving of indiensneming nie verbied was nie.

20. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkgewer moet op elke werkplek 'n geskikte toesluitplek vir gereedskap verskaf, en die werkgewer 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 in werkwinkels en in toesluitplekke wat ooreenkomstig hierdie klousule verskaf is, moet deur die werkgewer verseker word teen verlies deur brand: Met dien verstande dat hierdie bepaling van toepassing is slegs wanneer 'n werknemer se gereedskap gemerk is met sy naam en so 'n werknemer die werkgewer van 'n inventaris van sodanige gereedskap voorsien en die werkgewer 'n redelike geleentheid gegee het om sodanige inventaris na te gaan. Indien sodanige gereedskap nie verseker is nie, is die werkgewer in elk geval aanspreeklik vir sodanige verlies.

(2) Werkgewers moet slypstene wat in 'n goeie orde en in 'n goeie toestand is, verskaf vir die slyp van gereedskap. Waar geen slypsteen op 'n werkplek verskaf word nie, moet geskikte fasiliteite en tyd aan timmermans en skrynwerkers voor die beëindiging van hul dienste toegestaan word om hul gereedskap in orde te bring.

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

(a) *Timmermans*.—Alle klampe, handskroewe, lymwaste, moersleutels, koevoete, awegare 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, voorafgegiëte klip of kunsgraniet;

(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 plakkers*.—Alle gereedskap met uitsondering van stopverfmesse, stoffers, plakwaste en skêre.

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

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

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

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

(iv) pypnygereedskap en skroewe;

- (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) There is hereby established the Tool Insurance Fund for the Building Industry (Worcester), hereinafter referred to as the "Fund", for the purpose of compensating employees for the loss of tools by theft, which Fund shall be administered by the Council.

(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 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;
- (v) 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 official as the Council may from time to time decide.

(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) (e) to (i), (k) and (l).

(h) No payment in terms of paragraph (g) shall be made by an employer in respect of an employee who works less than 18 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 18 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 if an employee loses his tools due to the acts and/or omissions of an employee 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 R75 and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R300.

- (v) spesiale en swaar kalfaatysters en vuurkonkas;
- (vi) metaalpotte en groot gietlepels;
- (vii) soldeerboutte en blaaslampe;
- (viii) beitels, ponsse en muurpenne wat langer as 22½ cm is;
- (ix) vylle en ystersaaglemme;
- (x) drewels met 'n diameter van meer as 5 cm;
- (xi) klinknaelstelle van grootte No. 12 en groter en groefge-reedskep;
- (xii) plaatmetaalwerkershamer en swaar klophamers;
- (xiii) ponsse met 'n diameter van meer as 6 mm;
- (xiv) moersleutels en tange wat langer as 30 cm is.

21. GEREEDSKAPVERSEKERINGSFONDS

(1) (a) Hierby word 'n Fonds ingestel wat bekend sal staan as die Gereedskapsversekeringsfonds vir die Bounywerheid, Worcester (hierna die "Fonds" genoem), met die doel om werknemers te vergoed vir die verlies van gereedskap as gevolg van diefstal. Die Fonds word deur die Raad geadministreer.

(b) Die Fonds bestaan uit—

- (i) bydraes van werknemers wat ooreenkomstig paragrawe (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 geregtig mag word.

(c) Enige geld wat die Fonds toeval, moet in 'n aparte rekening by 'n bank in die krediet 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) posspaarsbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke;
- (v) op enige ander manier wat die Registrateur goedkeur.

(f) Alle uitbetalings uit die Fonds moet geskied per tjek 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 medeonderteken word deur die Sekrêtaris of sodanige ander beampte waartoe die Raad van tyd tot tyd mag besluit.

(g) Die geld van die Fonds word verkry deur middel van 'n werkgewer se bydrae van 1c per week ten opsigte van elke werknemer wat by so 'n werkgewer in diens is en vir wie daar in klousule 16 (1) (e) tot (i), (k) en (l) lone voorgeskryf word.

(h) 'n Werkgewer mag geen bydrae ingevolge paragraaf (g) maak ten opsigte van 'n werknemer wat minder as 18 uur in 'n bepaalde week vir hom werk nie.

(i) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, moet die bydrae ingevolge paragraaf (g) vir daardie week betaal word deur die werkgewer by wie so 'n werknemer eerste gedurende dié week vir minstens 18 uur in diens was.

(j) Die bydrae in paragraaf (g) bedoel moet deur 'n werkgewer aan die Raad betaal word, *mutatis mutandis* op die wyse en in ooreenstemming met die prosedure en voorwaardes voorgeskryf in klousule 28: Met dien verstande dat die waarde van die seël wat op elke betaaldag aan elkeen van die betrokke werknemers uitgereik word ten opsigte van die fonds, 1c moet wees.

(k) Behoudens subklousule (2) (c) hiervan, is die hoofdoelstellings van die fonds om werknemers te vergoed vir die verlies van hul gereedskap as gevolg van diefstal uit toesluitplekke: Met dien verstande dat, indien 'n werknemer sy gereedskap verloor as gevolg van handelinge en/of versuim van 'n werkgewer soos in klousule 20 (1) omskryf, die werkgewer van so 'n werknemer verantwoordelik is vir die totale bedrag van sodanige verlore gereedskap.

(l) 'n Werknemer 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 polisie 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 krediet van die Fonds minder as R75 beloop en dat verdere uitbetalings nie hervat word nie totdat die bedrag in die krediet van die Fonds R300 beloop.

(2) (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.

(b) 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.

(c) 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.

(d) 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 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 part supervision of a skilled employee who shall be paid the wage prescribed in clause 16 (1) (i).

(2) (a) Klousule 20 en subklousule (1) wat betrekking het op die verlies van gereedskap op 'n ander manier as verlies van gereedskap weens brand, is nie ten opsigte van 'n werknemer van toepassing nie tensy gereedskap wat in 'n toesluitplek vir bewaring geplaas word, in 'n gereedskapkis weggepak is wat stewig toegesluit kan word en wat ten alle tye behoorlik toegesluit gehou word behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat die plasing, deur 'n werknemer, 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 te wees met die vereistes van hierdie Ooreenkoms, en ingeval sodanige gereedskap verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het nie, sy regte en voorregte kragtens hierdie Ooreenkoms ontnem word nie.

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

(c) Ondanks subklousule (1) (k) of enige ander andersluidende bepaling wat hierin voorkom, kan die Raad na goedgevunde eise oorweeg ten opsigte van gereedskap wat verloor is of vermoedelik verloor is weens diefstal gedurende gemagtigde werkure: Met dien verstande dat ten opsigte van sodanige eise—

(i) uitbetaling hoogstens 50 persent van die bewese bedrag daarvan mag wees;

(ii) daar nie van die werkgever vereis mag word om enige uitbetaling ingevolge subklousule (1) (k) te maak nie; en

(iii) subklousule (2) (a) en (b) nie van toepassing is nie.

(d) 'n Openbare rekenmeester of openbare rekenmeesters wie se vergoeding deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en moet die rekeningstate van die Fonds minstens een maal per jaar ouditeer, voor of op 30 Junie in elke jaar, 'n staat opstel wat inkomste ontvang en uitgawes onder alle hoofde aangegaan gedurende die 12 maande geëindig 31 Desember van die vorige jaar toon, asook 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan, behoorlik gesertifiseer deur die ouditeur en medeonderteken deur die Voorsitter van die Raad, tesame met enige verslag wat die ouditeur daarvoor gedoen het, moet binne agt 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 gelikwider 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 werkgevers en werknemers in die Nywerheid ten einde die Fonds te administreer. Vakatures wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgevers 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 bevoegdheid 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 gelikwider word en moet enige onbestede bedrag aangewend word ooreenkomstig paragraaf (g).

(g) Indien die Fonds ingevolge hierdie Ooreenkoms gelikwider word, moet die geld wat in die krediet van die Fonds staan na betaling van alle eise teen die fonds, insluitende administrasie- en likwidasielaste, ingeval die Raad ten tye van likwidasie bestaan, in die algemene fondse van die Raad gestort word. Ingeval die Raad ten tye van likwidasie 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 werkgeversorganisasies 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 VERRIGTING VAN SEKERE KLASSE WERK

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

(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) (l).

(2) *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) (l) 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.

A. Supervision

(1) An employer shall cause all building work to be performed under the general supervision of a responsible person who shall be a competent person and who shall be appointed by him in writing.

(2) The person appointed in terms of this clause shall exercise supervision over the building work for which he is responsible 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; and

(c) 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 obstructions;

(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 and any open sides of floors or buildings 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 900 mm and not more than 1 100 mm 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 Positions

No employer shall require or permit any person employed on building work to perform any work in an elevated position unless such work can be performed safely from a ladder or a scaffold or from a position which is as safe as on a scaffold.

D. Scaffold, Framework

(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 1,8 m, 2,4 m and 3 m apart in the case of high, medium and low mass loads respectively if constructed of steel and not more than 3 m apart if constructed of timber;

(ii) ledgers to be spaced not more than 2,1 m apart vertically;

(iii) putlogs or transoms to be spaced not more than 1,5 m, 1,8 m and 2,4 m apart in the case of high, medium and low mass loads, respectively. (For the purpose of this sub-clause high, medium and low mass loads shall mean mass loads of not more than 375,250 and 125 kg/m², respectively);

(c) every member of a scaffold frame which is constructed of timber to have a diameter of not less than 75 mm or to have a section of equivalent strength.

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

(2) *Skrynwerk*.—Geen doeltreffende skrynwerk, winkeluitrusting of winkelfronte wat vervaardig is in 'n distrik in die Republiek van Suid-Afrika waar die loon wat betaal word aan vakmanne wat vir sodanige vervaardiging in diens geneem is, laer is as dié in klousule 16 (1) (l) voorgeskrif, mag in die Bounywerheid gebruik word nie.

23. STEIERWERK EN INSTALLASIES

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

A. Toesig

(1) 'n Werkgewer moet toesien dat alle bouwerk verrig word onder die algemene toesig van 'n verantwoordelike persoon wat 'n bevoegde persoon moet wees en wat skriftelik deur hom aangestel moet word.

(2) Die persoon wat ingevolge hierdie klousule aangestel is, moet toesig uitoefen oor die bouwerk waarvoor hy verantwoordelik is en moet verseker dat—

(a) hierdie klousule nagekom word;

(b) al die uitrusting en masjinerie in 'n goeie toestand gehou en behoorlik gebruik word; en

(c) die werk op 'n veilige wyse verrig word en ooreenkomstig die ontwerpe en spesifikasies wat deur die toepaslike owerheid goedgekeur is.

B. Algemene Veiligheidsmaatreëls

(1) 'n Werkgewer moet sorg dat—

(a) alle trappe, gange, deurgange, kelderverdiepings en ander plekke waar daar weens gebrek aan natuurlike lig gevaar 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 en enige oop kante van vloere of geboue 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 900 mm en uiters 1 100 mm van die grond of vloer af: Met dien verstande dat sodanige beskot of skut van tyd tot tyd weggelaat of verwyder mag word en wel in dié mate wat nodig is om persone toegang te verleen of materiaal te vervoer;

(d) 'n geskikte vangplatform of net opgerig word bokant 'n ingang of deurgang of bokant 'n plek waar persone gereed werk of verby gaan, of dat die gevaarlike plek behoorlik afgekamp word as werk bokant sodanige ingang, deurgang of plek verrig word en daar gevaar bestaan dat persone deur vallende voorwerpe getref kan word.

(2) Geen werknemer mag van enigiemand vereis of hom toelaat om op 'n ander manier as per hystoestel of stortgoed puin en materiaal vanaf '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 werkgewer 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 verrig kan word vanaf 'n leer of 'n steier of vanaf 'n posisie wat net so veilig as op 'n steier is.

D. Steierraamwerk

(1) 'n Werkgewer moet sorg dat—

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

(b) (i) standers wat van staal gemaak is, hoogstens 1,8 m, 2,4 m en 3 m in die geval van onderskeidelik hoë-, medium- en laemassalaste van mekaar af gespasieer word en, indien hulle van hout gemaak is, hoogstens 3 m;

(ii) steierbalkke hoogstens 2,1 m vertikaal van mekaar af gespasieer word;

(iii) kortelings of dwarsbalkke hoogstens 1,5 m, 1,8 m en 2,4 m in die geval van onderskeidelik hoë-, medium- en laemassalaste van mekaar af gespasieer word. (Vir die doel van hierdie subklousule beteken hoë-, medium- en laemassalaste massalaste van onderskeidelik hoogstens 375,250 en 125 kg/m²);

(c) elke deel van 'n steierraam wat van hout gemaak is 'n diameter van minstens 75 mm of 'n deursnee van gelyke sterkte het.

(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.

(3) No employer shall require or permit—

- (a) scaffolding, the supporting frame of which is constructed of timber, to exceed a height of 25 m;
- (b) scaffolding to be erected, altered or taken down other than by or under the personal supervision of a competent person.

E. Scaffold Platforms

(1) An employer shall cause—

- (a) every scaffold platform which is constructed of timber to be of planks at least 228 mm wide by 38 mm 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 150 mm at intermediate supports and not more than 230 mm 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 912 mm wide, which shall include a clear and unobstructed passageway of not less than 456 mm: Provided that where a platform is used only as a gangway or where low mass loads as defined in subclause D (1) (b) are supported, a total platform width of 456 mm shall be sufficient;
- (b) which is more than 2 m above the floor or ground to be provided with—

- (i) substantial guard rails at least 900 mm and not more than 1 100 mm 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 150 mm high from the level of the platform and in the case of wood not less than 25 mm 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 75 mm: Provided that where workmen are required to sit whilst working, this distance may be increased to not more than 300 mm;
- (d) to be kept free of waste, projecting nails or any other obstruction and to be maintained in a non-slippery state.

(3) No employer shall require or permit a working platform which is higher than 600 mm to be supported on a scaffold platform.

(4) An employer shall cause an additional guard rail to be provided at a height of 900 mm 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 900 mm 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 a 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 230 mm to facilitate the movement of barrows;

- (b) which is more than 2 m 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).

(2) Geen werkgewer 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 horisontale 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) Geen werkgewer mag vereis of toelaat dat—

- (a) steierwerk waarvan die stuttraam van hout gemaak is meer as 25 m hoog is nie;
- (b) steierwerk deur of onder die persoonlike toesig van enigiemand anders as 'n bevoegde persoon opgerig, verander of afgebreek word nie.

E. Steierplatforms

(1) 'n Werkgewer moet sorg dat—

- (a) elke steierplatform wat van hout gemaak is, bestaan uit planke wat minstens 228 mm breed en 38 mm dik is;
- (b) elke plank wat deel van 'n platform uitmaak, op minstens drie stutte rus, behalwe in die geval van boksteiers, en dat sodanige plank minstens 150 mm by die tussenstutte en hoogstens 230 mm by die eindstutte verbystek;
- (c) elke plank van 'n steierplatform stewig vasgemaak is sodat dit nie kan verskuif nie;
- (d) die planke van elke platform so aangebring word dat materiaal en gereedskap nie kan deurval nie.

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

- (a) minstens 912 mm wyd is, met 'n vry en onbelemmerde deurgang van minstens 456 mm: Met dien verstande dat, waar 'n platform alleenlik as 'n deurgang gebruik word of waar laemassalaste soos in subklousule D (1) (b) omskryf, ondersteun word, 'n totale platformwydte van 456 mm voldoende is;
- (b) wat meer as 2 m bokant die vloer of grond is, voorsien is van—

- (i) sterk skutrelings wat aan al die kante van die platform, uitgesonderd die kant van die bouwerk, minstens 900 mm en uiters 1 100 mm hoog is;
- (ii) stootstukke aan al die kante van die platform, uitgesonderd die kant van die bouwerk, wat minstens 150 mm hoog van die vlak van die platform af moet wees en in die geval van hout minstens 25 mm dik moet wees, en sodanige stootstuk 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 hoogstens 75 mm wyd is: Met dien verstande dat, waar daar van werkslui vereis word om te sit terwyl hulle werk, hierdie opening hoogstens 300 mm 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 werkgewer mag vereis of toelaat dat 'n werkplatform wat hoër as 600 mm is, op 'n steierplatform gestut word nie.

(4) 'n Werkgewer moet 'n addisionele skutreling laat aanbring op 'n hoogte van 900 mm bokant elke werkplatform wat deur 'n steierplatform gestut word.

(5) 'n Werkgewer 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 900 mm bokant die platform verbystek en stewig vasgemaak word.

(6) Hierdie subklousule is ook van toepassing op werkplatforms waarvandaan bou-, slopings- of uitgrawingswerk verrig word.

F. Oploep

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

(2) 'n Werkgewer moet sorg dat elke oploep—

- (a) waarvan die helling addisionele vastrapplek 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 oploep strek, met die uitsondering dat hulle oor 'n breedte van hoogstens 230 mm onderbreek mag word ten einde die beweging van kruivaens te vergemaklik;

- (b) wat hoër as 2 m 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. 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: Provided that in the case of outriggers anchored by means of weights, the arrangement thereof shall be approved by an inspector;

(c) provided with a stop at the outer end, or other means, to prevent displacement of the rope;

(2) the working platform is suspended by at least two independent 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) lifting machines or lifting tackle are so constructed and maintained as to prevent accidental movement of the working platform and so situated that they are readily accessible for inspection and that the rope connections to the outriggers are vertically above the working platform attachments;

(4) the working platform is—

(a) not less than 456 mm and not more than 912 mm wide for light suspended scaffolds and not less than 912 mm 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 900 mm and not more than 1 100 mm 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 750 mm high, shall be provided on all sides of the platform;

(d) provided on all sides with toe-boards which shall be not less than 150 mm high from the level of the platform and in the case of wood not less than 25 mm 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 50 mm 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—

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

(2) 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 3 m 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;

G. Hangsteiers

Geen werkgewer 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: Met dien verstande dat in die geval van kraanbalke wat deur gewigte geanker is, die inrigting daarvan deur 'n inspekteur goedgekeur moet word;

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

(2) die werkplatform aan ten minste twee onafhanklike staal-draadtoue hang waarvan die veiligheidsfaktor, gebaseer op die maksimum wag wat elke tou moet dra, minstens 10 is;

(3) hystoestelle of hystakel so gebou en onderhou word dat die werkplatform nie per ongeluk kan verskuif nie en op sulke plekke aangebring word dat hulle gereedelik toeganklik vir inspeksie is en die touverbinding met die kraanbalke vertikaal bokant die werkplatformaanhegtings is;

(4) die werkplatform—

(a) minstens 456 mm en uiters 912 mm in die geval van ligte hangsteiers en minstens 912 mm in die geval van swaar hangsteiers 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 relatiewe horisontale beweging tussen die platform en die bouwerk voorkom word;

(c) voorsien is van stewige skutrelings wat minstens 900 mm en uiters 1 100 mm bokant en aan alle kante van die platform, uitgesonderd die kant van die bouwerk, is: Met dien verstande dat, in die geval van 'n ligte hangsteier, skutrelings wat minstens 750 mm hoog is, aan al die kante van die platform aangebring moet word;

(d) aan al die kante voorsien is van stootstukke wat minstens 150 mm hoog van die vlak van die platform af moet wees en, in die geval van hout, minstens 25 mm 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 stootstukke aan die kant van die bouwerk minstens 50 mm hoog van die vlak van die platform af moet wees.

H. Bootsmanstoel

'n Werkgewer moet sorg dat elke bootsmanstoel of soortgelyke toestel stewig 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—

(1) die kraanbalke van staal is en 'n veiligheidsfaktor van minstens vier het;

(2) dit aan subklousule E van hierdie klousule voldoen.

J. Boksteiers

Geen werkgewer mag vereis of toelaat dat 'n boksteier wat hoër as 3 m 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 kruipplanke 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 veiligheids gordels wat aan die bouwerk vasgemaak is met 'n tou wat lank genoeg is, gebruik kan word in plaas van daklere, plankmatte of kruipplanke op staandakke wat met nie-breekbare materiaal bedek is.

L. Sloopwerk

(1) Geen werkgewer mag vereis of toelaat dat sloopingswerk of werk wat daarmee in verband staan, uitgevoer word nie tensy sodanige werk gedoen word deur, of onder die voortdurende 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 sloopingswerk moet hoegenaamd nie deur twee of meer persone uitgeoefen word nie.

(2) Die verantwoordelike persoon moet verseker dat—

(a) alle elektrisiteits-, water-, gas- of ander toevoerleidings op doeltreffende wyse van die toevoerbron afgesluit is voordat daar met die sloopingswerk begin word;

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

(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.

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 900 mm for over-travel;

(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 2 100 mm from the ground or floor level;

(c) to be provided with a door or gate at least 1 800 mm 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;

(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;

(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.

(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' hoist 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 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 600 mm 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 1,5 m deep and which has not been adequately shored and braced: Provided

(c) alle praktiese voorsorgsmaatreëls getref is ten einde die gevaar te voorkom dat die bouwerk intuïtel wanneer 'n deel van die raamwerk van 'n skeletgebou of 'n gebou wat gedeeltelik uit raamwerk bestaan, verwyder word of wanneer gewapende beton gesny word;

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

M. Bouhysers

(1) 'n Werkgewer moet sorg dat die toring van elke bouhyser—

(a) aan die bouwerk vasgemaak of verspan is met staal-ankertoue en dat dit soveel hoër as die hoogste uitreeplek is dat daar 'n onversperde en onbelemmerde ruimte van minstens 900 mm is vir 'n bak wat te hoog opgehegs 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 omheem is tot op 'n hoogte van minstens 2 100 mm van die grond of vloervlak af;

(c) van 'n deur of hek wat minstens 1 800 mm hoog is, voorsien is op elke uitreeplek, en sodanige deur of hek moet toegehou word tensy die hyser op daardie uitreeplek stilstaan.

(2) 'n Werkgewer moet verseker dat—

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

(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;

(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 agterbly;

(e) die wentol voorsien is van flense wat sal voorkom dat die tou afgly en dat die diameter van sodanige wentol, asook dié van 'n afleikatrof of -katrolwiel, minstens 350 maal die diameter van die dikste buitendraad 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;

(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 reëlins getref word waarvolgens duidelike tekens vir die werking van die hyser gegee kan word van elke uitreeplek af waar die hyser gebruik word;

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

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

(4) Geen werkgewer mag vereis of toelaat dat iemand op 'n bouhyser ry nie—en niemand mag dit ook doen nie.

(5) 'n Werkgewer moet elke bouhyser minstens een maal elke week laat inspekteer deur 'n persoon wat minstens een jaar ondervinding van die oprigting en onderhoud van bouhysers of soortgelyke werk het, en sodanige persoon moet die hele hyser, met inbegrip van die leiers, toue en die aansluitings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheids-toestelle, ondersoek en die uitslag van elke sodanige inspeksie inskryf en onderteken in 'n verslagboek wat vir hierdie 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. Uitgrawings

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

(a) op 'n doeltreffende wyse laat beskut deur 'n versperring of heining wat minstens 600 mm hoog en so na aan die uitgraving as doenlik is;

(b) snags laat voorsien van rooi waarskuwingsligte.

(2) Geen werkgewer mag, behalwe vir die doel van oprigtings-, skornings- of verspanningswerk, van enigiemand vereis of hom toelaat—en niemand mag dit ook doen nie—om werk te verrig nie in 'n uitgraving onder oorhangende materiaal wat nie ondersteun is nie of in 'n uitgraving wat dieper as 1,5 m is

that shoring and bracing shall not be necessary where the sides of the excavation are sloped to at least the natural angle of repose of the earth measured relatively to the horizontal plane, or where such excavation is in solid rock.

For the purpose of this paragraph "solid rock" shall mean homogeneous rock, free from dividing planes or fractures which under any circumstances may promote overlying material forming the sides of the excavation to move into the excavation.

(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 1,5 m deep: Provided that, where an excavation is longer than 50 m, a safe means of access shall be provided at intervals of not more than 50 m.

(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 1,5 m 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.

(10) An employer shall cause excavation work to be performed under the supervision of a responsible person who shall be competent to exercise such supervision and who shall be appointed by him in writing.

O

Any employee on premises where building work is performed, shall carry out any order given to him or which has been issued as a standing instruction by the employer, or by a person authorised by the employer, in accordance with, or for the proper observance of the provisions of this clause or in the interests of safety.

P

No employee, other than an employee authorised by the employer or an employee entitled thereto by law, shall enter any premises where building work is performed. A notice to this effect shall be posted up by the employer in both official languages in a prominent place on or at the designated entrances to such premises.

Q

(1) No employee shall consume or offer to any other employee or have in his possession intoxicating liquor whilst performing building work.

(2) No employee under the influence of liquor shall enter or remain or shall be permitted by the employer to enter or remain on premises where building work is performed.

R. 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 (Act 22 of 1941).

en nie op 'n doeltreffende wyse geskoo of verspan is nie: Met dien verstande dat skoring en verspanning nie nodig is nie waar die kante van die uitgraving 'n skuinste het wat minstens gelyk is aan die natuurlike rushoek van die grond, relatief tot die horisontale vlak gemeet, of waar sodanige uitgraving in soliede rots is.

Vir die doel van hierdie paragraaf beteken "soliede rots" homogene rots, vry van skotvlakke of breuke wat onder enige omstandighede bevorderlik is vir die instorting in die uitgraving van oorhangende materiaal wat die sykanse van die uitgraving vorm.

(3) 'n Werkgewer moet sorg dat alle skorings en verspannings gestut word deur kruisverspannstukke wat sterk genoeg is en in die regte posisie vasgeklamp, gekeil of op 'n ander geskikte manier vasgesit is. Waar die uitgraving so wyd is dat kruisverspanning nie moontlik is nie, moet steunverspannstukke die voetstukke vasdruk en so aangebring word dat die verspannings nie kan uitskiet nie.

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

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

(6) 'n Werkgewer moet sorg dat gerieflike en veilige ingange verskaf word tot elke uitgraving waarin mense moet werk en wat dieper as 1,5 m is: Met dien verstande dat, waar 'n uitgraving langer as 50 m is, veilige ingange wat nie meer as 50 m van mekaar af is nie, verskaf moet word.

(7) 'n Werkgewer moet sover doenlik vasstel waar en wat die aard is van ondergrondse dienste wat waarskynlik deur die uitgraving 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 uitgraving geraak sal word, moet daar doeltreffende stappe gedoen word om die stabiliteit van die bouwerk te verseker en moet elke werkgewer dié stappe doen wat nodig is om die veiligheid van persone te verseker.

(9) 'n Werkgewer moet elke uitgraving wat dieper as 1,5 m is, met inbegrip van alle verspannings en skorings, minstens een maal 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, ten einde die veiligheid van persone te verseker.

(10) 'n Werkgewer moet toesien dat alle uitgrawingswerk verrig word onder die toesig van 'n verantwoordelike persoon wat bevoeg is om sodanige toesig uit te oefen en wat skriftelik deur hom aangestel moet word.

O

'n Werknemer op persele waar bouwerk verrig word, moet enige bevel uitvoer wat aan hom gegee word of wat uitgereik is as 'n staande opdrag deur die werkgewer of deur 'n persoon deur die werkgewer daartoe gemagtig, in ooreenstemming met, of vir die behoorlike nakoming van, hierdie klousule of in belang van veiligheid.

P

Geen werknemer, uitgesonderd 'n werknemer wat deur die werkgewer daartoe gemagtig is of 'n werknemer wat by wet die reg daartoe het, mag 'n perseel waar bouwerk verrig word, binnegaan nie. 'n Kennisgewing met dié strekking moet deur die werkgewer in albei amptelike tale op 'n opvallende plek op of by die aangewese toegange tot die perseel opgeplak word.

Q

(1) Geen werknemer mag bedwelmende drank gebruik of aan 'n ander werknemer aanbied of dit in sy besit hê terwyl hy bouwerk verrig nie.

(2) Geen werknemer wat onder die invloed van drank is, mag 'n perseel waar bouwerk verrig word, binnegaan of daarin vertoef of deur die werkgewer toegelaat word om dit binne te gaan of daarin te vertoef nie.

R. Beskermende Klere en Toestelle

'n Werkgewer moet toereikende beskermende klere, toestelle en materiaal, met inbegrip (waar nodig) van veiligheids gordels, veiligheidshelms, stofbrille, handskoene of skoel, gratis verskaf 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, en die goedere 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. INCLEMENT WEATHER

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

- (1) to serve as shelter for employees during wet weather; and/or
- (2) to serve as a change room:

Provided that the provisions of this clause shall not apply to jobbing 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 for 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 of Bantu workers 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 who employs more than 15 persons on one site shall provide a person to prepare tea for his employees during the breaks provided for in clause 13 (2) and (3).

(2) No employee may leave the position where he is working during the break referred to in clause 13 (3).

27. TRADE UNION OFFICIALS AND SHOP AND JOB STEWARDS

(1) Members of the trade union on each job where 20 or more employees for whom wages are prescribed in clause 16 (1) (e) to (i), (k) and (l) (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 union 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 the trade union 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 8c per week from the wages of each of his employees (excluding learners) for whom wages are prescribed in clause 16 (1) (e) to (i), (k) and (l); and to the amounts so deducted the employer shall add an amount of 5c per week per employee;

(b) deduct 2c per week from the wages of all other categories of employees for whom wages are prescribed in clause 16 (1); and to the amounts so deducted, the employer shall add an equal amount.

The employer shall pay over the amounts specified above to the Council in the manner prescribed in subclause (2): Provided that the provisions of this paragraph shall not apply in respect of an employee who has worked for less than 18 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 18 hours.

(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 13c;

(b) referred to in subclause (1) (b) a stamp to the value of 4c;

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

24. GURE WEER

Skulping teen nat weer en kledkamer.—Op elke terrein waar bouwerkzaamhede plaasvind, moet werkgewers geskikte onderdak verskaf—

(1) om as skulping vir werknemers gedurende nat weer te dien; en/of

(2) om as 'n kledkamer te dien:

Met dien verstande dat 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 eie is aan die terrein of die aard van die werk wat uitgevoer word, nie ruimte vir 'n kledkamer laat nie.

Sodanige onderdak 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 samestelling daarvan of enige ander materiaal wat deur die Raad goedgekeur is en die geheel moet op so 'n wyse opgerig wees dat dit kan dien as plek waar werknemers hul klere kan verwissel en kan skuil.

25. SANITÊRE GERIEWE

(1) 'n Werkgewer moet behoorlike en toereikende sanitêre geriewe op elke werkplek vir Blankes en Nie-Blankes afsonderlik verskaf: Met dien verstande dat afsonderlike geriewe ook verskaf moet word vir Bantoes wanneer die getal Bantowerkers 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 werkgewer wat meer as 15 persone op een perseel in diens het moet 'n persoon beskikbaar stel om tee vir sy werknemers te maak gedurende die pouses voorgeskryf in klousule 13 (2) en (3).

(2) 'n Werknemer mag nie die plek waar hy werk gedurende die teepouse bedoel in klousule 13 (3) verlaat nie.

27. VAKVERENIGINGBEAMPTES EN VAKVERENIGING-OPSIENERS IN WERKWINKELS EN OP WERKPLEKKE

(1) Lede van die vakvereniging op elke werkplek waar daar 20 of meer werknemers (uitgesonderd leerlinge) in diens is vir wie lone in klousule 16 (1) (e) tot (i), (k) en (l) voorgeskryf word moet toegelaat word om vir sodanige werkplek vakverenigingopsiëners aan te stel, en daar moet aan die organiseerders van die vakvereniging fasiliteite verleen word om toegang te hê tot sodanige vakverenigingopsiëners, op voorwaarde dat die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger verkry word, en sodanige toestemming mag nie sonder redelike gronde geweier word nie.

(2) Beamptes van die vakvereniging moet by die gewone uitvoering van hul pligte gedurende werkure toegang hê tot bou-terreine en werkwinkels, maar moet nie toegelaat word om in te meng met die volgehoute werkverrigting van 'n werknemer nie of om 'n werknemer te nader sonder dat die toestemming van die werkgewer 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 werkgewer—

(a) 8c per week aftrek van die loon van elkeen van sy werknemers (uitgesonderd leerlinge) vir wie lone voorgeskryf word in klousule 16 (1) (e) tot (i), (k) en (l), en by die bedrag aldus afgetrek moet die werkgewer 'n bedrag van 5c per week per werknemer voeg;

(b) 2c per week aftrek van die lone van al die ander klasse werknemers vir wie lone voorgeskryf word in klousule 16 (1) en by die bedrag aldus afgetrek moet die werkgewer 'n bedrag voeg wat daaraan gelyk is.

Die werkgewer moet die bedrae hierbo gespesifiseer aan die Raad oorbetal op die wyse voorgeskryf by subklousule (2): Met dien verstande dat die bepalinge van hierdie paragraaf nie van toepassing is ten opsigte van 'n werknemer wat minder as 18 uur in 'n bepaalde week gewerk het nie en waar 'n werknemer in die diens van twee of meer werkgewers in 'n bepaalde week was, moet die aftrekking vir daardie week gemaak word deur die werkgewer by wie hy eerste gedurende daardie week vir minstens 18 uur in diens was.

(2) Elke werkgewer moet op elke betaaldag aan elke werknemer—

(a) in subklousule (1) (a) bedoel, 'n seël ter waarde van 13c;

(b) in subklousule (1) (b) bedoel, 'n seël ter waarde van 4c;

uitreik, wat die werkgewer ten tye van uitreiking op 'n leesbare wyse met sy naam en die datum van uitreiking moet roeier.

(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) 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 AND HOLIDAY PAY

(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, Worcester", hereinafter referred to as the "Holiday Fund", which shall cover payment in respect of the leave period mentioned in clause 15 (1) (a), as well as the public holidays referred to in clause 15 (1) (b):

(a) Employees (excluding learners) for whom wages are prescribed in clause 16 (1) (e) to (i), (k) and (l): 6c per hour;

(b) employees in all other categories for whom wages are prescribed in clause 16 (1): 3c per hour:

Provided that the said contributions to the Holiday Fund shall be payable on not more than 44 hours in any one week, irrespective of whether such time was worked at ordinary or overtime rates.

(2) The employer shall in respect of the amounts contributed in terms of subclause (1) issue on each pay-day to each of his employees who has worked for him for at least 18 hours in any week, one stamp legibly cancelled by him with his name and the date of issue, the value of which stamp shall be as follows:

R2,64 in respect of the amounts contributed in terms of subclause (1) (a);

R1,32 in respect of the amounts contributed in terms of subclause (1) (b):

Provided that—

(i) where an employee has worked more than 18 hours but less than 44 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 subclause (1) multiplied by the difference between 44 and the number of hours actually worked; and

(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 18 hours.

(3) The provisions of subclauses (1) and (2) of this clause shall not apply unless the employee has worked for at least 18 hours in any week for the same employer. In the event of any employee working less than 18 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 (2) 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 recognised 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 (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 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.

(3) Die werkgewer moet die seëls in subklousule (2) bedoel 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. 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 ooreenkomstig subklousule (2) 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 goedvinde die seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad ten opsigte van ander fondse uitreik waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

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

29. VAKANSIEFONDS EN VAKANSIEBETALING

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

(a) Werknemers (uitgesonderd leerlinge) vir wie lone in klousule 16 (1) (e) tot (i), (k) en (l) voorgeskryf word: 6c per uur;

(b) werknemers in alle ander kategorieë vir wie lone in klousule 16 (1) voorgeskryf word: 3c per uur:

Met dien verstande dat genoemde bydraes tot die Vakansiefonds betaalbaar is ten opsigte van hoogstens 44 uur in enige bepaalde week, afgesien daarvan of daar in sodanige tyd teen gewone of oortydтарыe gewerk was.

(2) Die werkgewer moet ten opsigte van die bedrae bygedra ingevolge subklousule (1) op elke betaaldag aan elk van sy werknemers wat minstens 18 uur in enige week vir hom gewerk het, een seël uitreik wat op leesbare wyse met sy naam en die datum van uitreiking gerojear is en waarvan die waarde soos volg moet wees:

R2,64 ten opsigte van die bedrae bygedra ingevolge subklousule (1) (a);

R1,32 ten opsigte van die bedrae bygedra ingevolge subklousule (1) (b):

Met dien verstande dat—

(i) waar 'n werknemer meer as 18 uur maar minder as 44 uur in 'n week vir dieselfde werkgewer gewerk het, so 'n werkgewer van die loon wat aan so 'n werknemer verskuldig is, 'n bedrag mag aftrek wat gelyk is aan die betrokke skaal voorgeskryf in subklousule (1), vermenigvuldig met die verskil tussen 44 en die getal ure werklik gewerk; en

(ii) waar 'n werknemer gedurende dieselfde week deur twee of meer werkgewers in diens geneem is, die werknemer by wie hy die eerste gedurende daardie week vir minstens 18 uur gewerk het, die bedrag vir daardie week moet aftrek.

(3) Subklousules (1) en (2) van hierdie klousule is nie van toepassing nie tensy die werknemer vir minstens 18 uur in 'n week passing nie tensy die werknemer vir minstens 18 uur in 'n week vir dieselfde werkgewer gewerk het. In gevalle waar 'n werknemer vir minder as 18 uur in 'n week vir dieselfde werkgewer gewerk het, moet so 'n werkgewer, in plaas van 'n bydrae tot die Vakansiefonds, so 'n werknemer in kontant betaal teen die betrokke skaal voorgeskryf in subklousule (1).

(4) (a) Elke werknemer moet die seëls wat ooreenkomstig subklousule (2) 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 goedvinde 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 (2) bedoel, moet deur die werkgewer van die Raad aangekoop word en hy moet te alle tye 'n toereikende reserwevoorraad daarvan hê: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van alle ongebruikte seëls van die Raad kan verkry. Aansoek om sodanige terugbetaling moet voor of op 30 Junie van die jaar wat volg op die waarin die seëls uitgereik is, gedoen word.

(6) Immediately after the first pay-day in November 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 (2), 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 (2) within a period of six calendar months from the date of commencement of the immediately preceding leave 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 payments 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 leave 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 (2) and lodged with the Council, to 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; or

(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.

(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 stamps issued in terms of subclause (2) hereof, 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) Any employee shall be entitled to purchase from the Council through his employer by way of a saving any denomination of Holiday Fund stamp referred to in subclause (2) over and above the Holiday Fund remuneration to which he is entitled under subclause (1) and which stamp shall be referred to as a Saving Stamp. All provisions governing the issue and repayment of Holiday Fund Stamps shall *mutatis mutandis* apply to this Savings Stamp.

(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

(6) Onmiddellik na die eerste betaaldag in November elke jaar moet werknemers hul bydraeboeke by die kantoor van die Raad inlewer en moet hulle 'n ontvangsbewys daarvoor kry, en by die oorhandiging van sodanige ontvangsbewys op 'n datum wat deur die Raad elke jaar 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 ten opsigte van seëls wat aan werknemers ingevolge subklousule (2) uitgereik is nie, tensy sodanige seëls in 'n bydraeboek geplak is wat van die Raad verkry is.

(8) Indien 'n werknemer sou nalaat of versuim om binne 'n tydperk van ses kalendermaande vanaf die datum waarop die verloftydperk begin, die waarde te eis van die seëls wat ingevolge subklousule (2) aan hom uitgereik is, 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 betaal word uit geld wat ooreenkomstig hierdie subklousule die Raad toegeval het, by die voorlegging van sodanige seëls.

(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 goedvinde 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 doeleindes van uitbetaling word sodanige seëls geag gedurende die volgende jaar uitgereik te wees;

(c) behoudens subklousule (10), seëls wat ingedien word voor die jaarlikse verloftydperk: 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 (2) en wat by die Raad ingedien is, aan enigiemand anders behalwe die werknemer wie se naam deur die Raad ingeskrif is in die bydraeboek waarin dié seëls gehou word.

(10) By die afsterwe van 'n werknemer en behoudens die ander bepalinge van hierdie subklousule, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig is, aan sy behoorlik aangestelde benoemde (hierna 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 versuim 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, egter in die boedel van sodanige afgestorwe werknemer gestort word.

(11) Alle bedrae wat by die Raad in die krediet van die Vakansiefonds staan, mag van tyd tot tyd op vaste deposito of as onmiddellik opvraagbaar in 'n bank, bouvereniging of geregi-streerde depositonemende instelling wat deur die Registrateur goedgekeur is, of in permanente aandele in 'n bouvereniging belê word. Geen werknemer 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 aanspreeklik nie.

(12) Behoudens subklousule (10), is die bedrag waarmee 'n werknemer in die Vakansiefonds gekrediteer is, nie oordraagbaar nie, en enige werknemer wat 'n bydraeboek wat deur die Raad uitgereik is en/of seëls uitgereik ingevolge subklousule (2) hiervan, afstaan, oordra, seeder, verpand, verhipotikeer en/of uitleen, verbeur onmiddellik alle reg op die waarde van sodanige seëls wat dan die algemene fondse van die Raad toeval.

(13) Enige werknemer is daartoe geregtig om van die Raad deur bemiddeling van sy werkgever by wyse van besparing enige soort Vakansiefondsseël in subklousule (2) bedoel, te koop bo en behalwe die Vakansiefondsbesoldiging waarop hy geregtig is ooreenkomstig subklousule (1). So 'n seël word 'n Spaarseël genoem, en alle bepalinge betreffende die uitreiking en terugbetaling van Vakansiefondsseëls is *mutatis mutandis* op hierdie Spaarseël van toepassing.

(14) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die Vakansiefonds en moet 'n jaarrekening 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, laat opstel. 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 moet deur die Voorsitter van die Raad mede-onderteken word en binne agt maande na die sluiting

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 expiration 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 on 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 this 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 subclause (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.*—In addition to any other remuneration to which an apprentice is entitled, an employer shall pay to such apprentice the amounts specified hereunder.

(a) *Leave period.*—The wages which the apprentice would have earned if he had worked for his employer during the prescribed leave 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 leave 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 leave period, the 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 leave.

(b) *Public holidays.*—The wages which the apprentice would have earned if he had worked for his employer on Good Friday, Ascension Day, Day of the Covenant 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 hereinafter prescribed in this clause, contribute the amounts specified in subclause (2) to a pension and/or like fund.

(2) *Contributions.*—Employees (excluding learners) for whom wages are prescribed in clause 16 (1) (e) to (i), (k) and (l): 7c per hour: Provided that the said contributions shall be payable on not more than 44 hours in any week irrespective of whether such time was worked at ordinary or overtime rates.

(3) Every employee in respect of whom a contribution is made in terms of the provisions of subclause (2), shall, in respect of each full week of 44 hours worked, contribute an amount of 92c, which amount his employer shall deduct from his wages: Provided that—

(i) the said contribution shall be payable on not more than 44 hours in any one week irrespective of whether such time was worked at ordinary or overtime rates; and

(ii) where such employee works less than 44 hours but not less than 18 hours, his contribution shall be equal to the difference between R4 and the remuneration due to him under subclause (2).

van die tydperk waarop hulle betrekking het aan die Sekretaris van Arbeid gestuur word saam met 'n verslag wat genoemde ouditeur/ouditeurs daarvoor uitgebring 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 geadminestreer word totdat dit of gelikwider 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 artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee uit die geledere van die werkgewers en die werknemers 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 werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersverteenvoordigers 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 verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiefonds deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwider word op die manier uiteengesit in subklousule (17), en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van die Vakansiefonds ooreenkomstig 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 ooreenkomstig subklousule (15) of (16), moet die geld waarmee die vakansiefondse gekrediteer is na betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasielaste, in die algemene fondse van die Raad gestort word.

(18) *Vakleerlinge.*—Benewens die besoldiging waarop 'n vakleerling geregtig is, moet 'n werknemer so 'n vakleerling die bedrae betaal wat hieronder gespesifiseer word.

(a) *Verloftydperk.*—Die loon wat 'n vakleerling sou verdien het as hy gedurende die voorgeskrewe verloftydperk [met inbegrip van openbare vakansiedae by klousule 15 (1) (b) bedoel wat binne sodanige geslote tydperk val] vir sy werkgewer gewerk het, en sodanige bedrag moet op die laaste dag voor die begin van die verloftydperk betaal word: Met dien verstande dat, in die geval van 'n vakleerling wie se dienskontrak beëindig word voor die laaste betaaldag wat die begin van die verloftydperk voorafgaan, die werkgewer aan so 'n vakleerling 'n bedrag moet betaal van minstens een kwart van die weekloon ten opsigte van elke voltooide maand diens gedurende die jaar wat sodanige verloop voorafgegaan het.

(b) *Openbare vakansiedae.*—Die loon wat die vakleerling sou verdien het as hy op Goeie Vrydag, Hemelvaartsdag, Geloftedag en Republiekdag vir sy werkgewer 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 hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer, ten opsigte van elke uur wat deur elke werknemer in sy diens gewerk is, en op die wyse hierna in hierdie klousule voorgeskryf, die bedrae in subklousule (2) gespesifiseer, aan 'n pensioen- en/of soortgelyke fonds bydra.

(2) *Bydraes.*—Werknemers (uitgesonderd leerlinge) vir wie lone in klousule 16 (1) (e) tot (i), (k) en (l) voorgeskryf is: 7c per uur: Met dien verstande dat genoemde bydraes betaalbaar is ten opsigte van hoogstens 44 uur in 'n bepaalde week, afgesien daarvan of sodanige tyd teen gewone of oortydarietiewe gewerk was.

(3) Elke werknemer ten opsigte van wie bydraes ingevolge subklousule (2) gedoen word, moet ten opsigte van elke volle week van 44 uur gewerk 'n bedrag van 92c bydra en hierdie bedrag moet deur die werkgewer van sy loon afgetrek word: Met dien verstande dat—

(i) gemelde bydrae betaalbaar is ten opsigte van hoogstens 44 uur in 'n bepaalde week, afgesien daarvan of sodanige tyd teen gewone of oortydarietiewe gewerk was;

(ii) waar sodanige werknemer minder as 44 uur maar minstens 18 uur werk, sy bydrae gelyk moet wees aan die verskil tussen R4 en die besoldiging ooreenkomstig subklousule (2) aan hom verskuldig.

(4) For the purpose of implementing the objects of subclause (1), the Council shall be entitled to—

(a) enter into an agreement or agreements with any insurance company, 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 employees.

(5) Every employer shall deduct R4 from the remuneration due to those employees specified in subclause (2) hereof: Provided that this deduction shall not be made in respect of such employee who has worked for less than 18 hours during any one week for one employer.

(6) Where an employee is employed by two or more employers in any one week, the deduction of R4 referred to in subclause (5) shall be made by the employer by whom he was first employed during that week for not less than 18 hours. Any other employer shall pay the contribution referred to in subclause (2) in cash to the employee.

(7) The employer shall in respect of the amounts contributed in terms of subclauses (2) and (3) and deducted in terms of subclause (5) issue on each pay-day to each such employee who has worked for him for at least 18 hours in any week one stamp of R4, which stamp shall be legibly cancelled by the employer with his name and the date of issue.

(8) The provisions of subclauses (2), (3) and (5) shall not apply unless the employee has worked for at least 18 hours in any week for the same employer. In the event of any such employee working less than 18 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.

(9) (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 provision is made in this Agreement.

(10) 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.

(11) 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.

(12) 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 or public accountants 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.

(13) 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 trustee(s) so appointed shall have all the powers vested in the Council for the purpose of this clause.

(14) 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:

(4) Ten einde uitvoering te gee aan die oogmerke van subklousule (1), is die Raad geregtig om—

(a) met enige assuransiemaatskappy of die Federated Employers' Insurance Co. Ltd. 'n ooreenkoms of ooreenkoms te gaan vir die instelling van 'n bevestigende pensioen- of soortgelyke fonds of fondse of om 'n bestaande ooreenkoms of ooreenkoms te vir die doel voort te sit.

Kopieë van alle reëls betreffende sodanige skemas moet ingedien word by die Sekretaris van Arbeid by wie kopieë van alle wysigings of veranderings daarvan ook van tyd tot tyd ingedien moet word;

(b) dié skemas in te stel wat hy geskik ag vir die doel om aan werknemers pensioen- of soortgelyke voordele te verskaf.

(5) Elke werkgever moet R4 aftrek van die besoldiging verskuldig aan die werknemers in subklousule (2) hiervan gespesifiseer: Met dien verstande dat hierdie bedrag nie afgetrek moet word nie ten opsigte van 'n werknemer wat minder as 18 uur gedurende 'n bepaalde week vir een werkgever gewerk het.

(6) Wanneer 'n werknemer deur twee of meer werkgevers in 'n bepaalde week in diens geneem was, moet die bedrag van R4 in subklousule (5) genoem, afgetrek word deur die werkgever deur wie hy die eerste gedurende daardie week vir minstens 18 uur in diens geneem was. Enige ander werkgever moet die bydrae in subklousule (2) bedoel in kontant aan die werknemer betaal.

(7) Die werkgever moet ten opsigte van die bedrae wat ooreenkomstig subklousules (2) en (3) bygedra en ooreenkomstig subklousule (5) afgetrek was, op elke betaaldag aan elke sodanige werknemer wat vir hom in enige bepaalde week minstens 18 uur gewerk het 'n seël ter waarde van R4 uitreik wat deur die werkgever leesbaar met sy naam en die datum van uitreiking gerojier is.

(8) Subklousules (2), (3) en (5) is nie van toepassing nie tensy die werknemer minstens 18 uur in 'n week vir dieselfde werkgever gewerk het. Ingeval so 'n werknemer minder as 18 uur in 'n week vir dieselfde werkgever gewerk het, moet so 'n werknemer, in plaas daarvan om tot sodanige fonds by te dra, aan so 'n werknemer 'n kontantbedrag betaal wat bereken is teen die voorgeskrewe skaal.

(9) (a) Die seëls wat ooreenkomstig subklousule (5) 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.

(b) 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, 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 goedvinde die 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.

(10) Die werkgever moet die seëls wat in subklousule (5) bedoel word, van die Raad aankoop en te alle tye 'n toereikende reservevoorraad daarvan hê: Met dien verstande dat 'n werknemer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry. Daar moet binne ses kalendermaande na verstryking van die jaar waarin genoemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(11) 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 werknemer nogtans 'n begunstigde kan benoem om die opbrengs van sy polis te ontvang ingeval hy voor sy uitdienstreding te sterwe sou kom.

(12) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die pensioen- of soortgelyke fonds en moet 'n jaarrekening van alle inkomste en uitgawes van genoemde fonds vir die tydperk eindigende 31 Desember elke jaar laat opstel. Al sodanige rekening 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-onderteken 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 daarvoor uitgebring het. 'n Kopie van die jaarrekening moet beskikbaar wees ter insae deur lede van genoemde fonds.

(13) 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 werk van die Raad ten opsigte van hierdie klousule te verrig, en die trustees wat aldus aangestel word, beskik oor al die bevoegdhede wat vir die toepassing van hierdie klousule by die Raad berus.

(14) Hierdie klousule is nie van toepassing nie op voormanne wat ingevolge klousule 1 (4) uitgesluit is van die bepalings van klousule 13. 'n Werkgever 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

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 18 hours.

31. SICK BENEFIT DEDUCTION

(1) Every employer shall, in respect of each employee in his employment who is a member of the trade union which is a party to the Agreement deduct from the wages of each such employee for the purpose of a sick benefit fund the following amounts:

(a) Employees (excluding learners) for whom wages are prescribed in clause 16 (1) (e) to (i), (k) and (l): 50c per week;

(b) Employees for whom wages are prescribed in clause 16 (1) (a) to (d) and (j): 25c per week.

(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 reserved 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) by an employer in respect of an employee who works less than 18 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), shall be made by the employer by whom he was first employed during that week for not less than 18 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 this 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 the terms of this Agreement, shall be forfeited to the general funds of the Council.

(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 2½ 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) The trade union which is a party to this Agreement shall from time to time but not less than once every quarter of each year submit to the Secretary of the Council a list of its members which the Council shall circulate amongst all employers registered with the Council in terms of clause 4 of this Agreement.

(2) Every employer shall, in respect of each employee in his employment who is a member of the trade union which is a party to the Agreement, deduct from the wages of each such employee for trade union subscription payable the following amounts:

(a) From employees (excluding learners) for whom wages are prescribed in clause 16 (1) (e) to (i), (k) and (l): 33c per week;

(b) from employees for whom wages are prescribed in clause 16 (1) (a) to (d) and (j): 15c per week:

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 18 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 18 hours.

(3) The employer shall in respect of the amount deducted by him in terms of subclause (2) issue on each pay-day to each of the employees concerned one stamp for the amount so deducted, which stamp shall be legibly cancelled by him with his name and the date of issue.

of meer werkgewers gedurende dieselfde week in diens geneem is, die werkgewer by wie hy die eerste gedurende daardie week minstens 18 uur in diens was, die bedrag vir daardie week moet aftrek.

31. AFTREKKING VIR SIEKTEBYSTAND

(1) Elke werkgewer moet, ten opsigte van elke werknemer in sy diens wat 'n lid is van die vakvereniging wat 'n party by die Ooreenkoms is die volgende bedrae van die loon van elke sodanige werknemer aftrek vir die doel van 'n siektebystandsfonds:

(a) Werknemers (uitgesonderd leerlinge) vir wie lone in klousule 16 (1) (e) tot (i), (k) en (l) voorgeskryf word: 50c per week;

(b) Werknemers vir wie lone in klousule 16 (1) (a) tot (d) en (j) voorgeskryf word: 25c per week.

(2) Elke werkgewer moet ten opsigte van die bedrag wat ingevolge subklousule (1) afgetrek is, op elke betaaldag aan elke sodanige werknemer 'n seël uitreik wat deur hom gerojear is met die werkgewer se naam en die datum van uitreiking.

(3) Die seël in subklousule (2) hierbo bedoel, moet deur die werkgewer van die Raad gekoop word en 'n voldoende hoeveelheid daarvan moet te alle tye deur die werkgewer in voorraad gehou word: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry.

(4) 'n Werkgewer mag nie 'n betaling of aftrekking ingevolge subklousule (1) doen nie ten opsigte van 'n werknemer wat minder as 18 uur vir hom in 'n week werk.

(5) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers werk, moet die aftrekking en bydrae ingevolge subklousule (1), gedoen word deur die werkgewer by wie hy eerste gedurende daardie week vir minstens 18 uur in diens was.

(6) Elke werknemer moet die seëls wat ingevolge subklousule (2) aan hom uitgereik word, onmiddellik in 'n bydraeboek plak wat van die Raad verkrygbaar is.

(7) Die Raad kan na goedvinde die seëls in hierdie klousule bedoel, kombineer met enige ander seëls en/of bydraeboeke deur die Raad uitgereik ten opsigte van enige ander fonds waarvoor daar in hierdie Ooreenkoms 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 word, moet die oormaat deur die Sekretaris gekonfiskeer word en die waarde daarvan by die algemene fondse van die Raad gevoeg word.

(9) Die bydraeboek en seëls wat aan 'n werknemer uitgereik word, is nie oordraagbaar nie, en niemand mag sodanige seëls of bydraeboeke verpand, oordra, verkoop of weggee nie. Seëls in die besit van enigeen, wat op enige ander wyse verkry is as dié ingevolge hierdie Ooreenkoms voorgeskryf, word aan die algemene fondse van die Raad verbeur.

(10) Die Raad moet aan die Siekefondse van die Western Province Building and Allied Trades alle geld betaal wat ingevorder word ten opsigte van seëls wat ingevolge subklousule (3) van hierdie klousule deur werkgewers gekoop word, min invorderingskoste van 2½ persent op bruto verkope, welke bedrag die algemene fondse van die Raad toeval: Met dien verstande dat terugbetalings aan werkgewers van die waarde van ongebruikte seëls van sodanige betalings afgetrek moet word.

32. LEDEGELDE VIR VAKVERENIGINGS

(1) Die vakvereniging wat 'n party by hierdie Ooreenkoms is, moet van tyd tot tyd maar minstens een keer elke kwartaal van elke jaar aan die Sekretaris van die Raad 'n lys van sy lede voorlê wat die Raad moet rondstuur onder alle werkgewers wat ooreenkomstig klousule 4 van hierdie Ooreenkoms by die Raad geregistreer is.

(2) Elke werkgewer moet, ten opsigte van elke werknemer in sy diens wat lid is van die vakvereniging wat 'n party is by die Ooreenkoms, van die loon van elke sodanige werknemer die volgende bedrae aftrek wat as ledegeld aan die vakvereniging betaalbaar is:

(a) Van werknemers (uitgesonderd leerlinge) vir wie lone in klousule 16 (1) (e) tot (i), (k) en (l) voorgeskryf word: 33c per week;

(b) van werknemers vir wie lone in klousule 16 (1) (a) tot (d) en (j) voorgeskryf word: 15c per week:

Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van enige sodanige werknemer wat in 'n bepaalde week minder as 18 uur vir dieselfde werkgewer gewerk het: Voorts met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, die bedrag vir daardie week afgetrek moet word deur die werkgewer by wie hy gedurende daardie week die eerste in diens was vir minstens 18 uur.

(3) Die werkgewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (2) afgetrek het, op elke betaaldag aan elkeen van die betrokke werknemers een seël vir die bedrag aldus afgetrek, uitreik wat hy op 'n leesbare wyse met sy naam en die datum van uitreiking moet rojear.

(4) 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 of the value of any unused stamps.

(5) The stamps issued to each employee in terms of subclause (3) shall be affixed by such employee in a contribution book which is to be retained by the employee.

(6) 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.

(7) 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 (4), less a collection fee of 2½ per cent on gross stamp 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.

(8) Immediately after the first pay-day in November of each year the employees concerned shall hand to the Council their stamped contribution books and the Council shall in each case give to the employee concerned a signed receipt in acknowledgment thereof.

33. SPECIAL MEMBERSHIP LEVY—EMPLOYERS

(1) Every employer who is a member of the Worcester Master Builders' and Allied Trades' Association shall pay to the Council an amount of 5c per week in respect of every employee employed by him for whom wages are prescribed in clause 16 (1) (e) to (i), (k) and (l), excluding learners.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than 18 hours with a member employer in any one week.

(3) Where an employee has worked for two or more members of the Worcester Master Builders' and Allied Trades' Association during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for 18 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 Worcester Master Builders' and Allied Trades' Association the total amount of contributions received in terms of this clause less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

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 12c per week in respect of each of his employees for whom wages are prescribed in clause 16 (1) (e) to (i), (k) and (l): Provided that—

(i) no payment shall be made by an employer in respect of learners or of an employee who works less than 18 hours for him in any week; and

(ii) 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 18 hours.

(3) The procedure prescribed in clause 28 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), less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(4) Die werkgewer moet die seëls wat in subklousule (3) bedoel word, van die Raad aankoop en moet 'n toereikende voorraad daarvan te alle tye in stand hou: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry.

(5) Die seëls wat ingevolge subklousule (3) aan elke werknemer uitgereik word, moet deur sodanige werknemer in 'n bydraeboek geplak word wat deur die werknemer bewaar moet word.

(6) Die Raad kan na sy goedvinde die seëls en bydraeboeke wat in hierdie klousule bedoel word, kombineer met ander seëls en bydraeboeke wat die Raad uitreik ten opsigte van 'n ander fonds waarvoor daar voorsiening in hierdie Ooreenkoms gemaak word.

(7) Die Raad moet alle geld ingevorder ten opsigte van seëls wat werkgewers ingevolge subklousule (4) aangekoop het, elke maand aan die vakverenigings betaal na aftrekking van invorderingskoste van 2½ persent op die bruto verkope van seëls, en hierdie bedrag val die algemene fondse van die Raad toe: Met dien verstande dat alle terugbetalings aan werkgewers ten opsigte van die waarde van ongebruikte seëls afgetrek moet word van die bedrae wat aldus aan die vakverenigings betaal word.

(8) Onmiddellik na die eerste betaaldag in November van elke jaar moet die betrokke werknemers aan die Raad hul bydraeboeke met seëls indien en die Raad moet in elke geval aan die betrokke werknemer 'n kwitansie wat geteken is gee as erkenning van ontvangs daarvan.

33. SPESIALE LIDMAATSKAPHEFFING—WERKGEWERS

(1) Elke werkgewer wat lid is van die Worcester Master Builders' and Allied Trades' Association moet ten opsigte van elke werknemer wat by hom in diens is en vir wie daar in klousule 16 (1) (e) tot (i), (k) en (l) lone voorgeskryf word, uitgesonderd leerlinge, 'n bedrag van 5c per week aan die Raad betaal.

(2) Geen bedrag moet ingevolge subklousule (1) betaal word ten opsigte van 'n werknemer wat minder as 18 uur in 'n bepaalde week vir 'n werkgewerlid gewerk het nie.

(3) Indien 'n werknemer gedurende 'n bepaalde week vir twee of meer lede van die Worcester Master Builders' and Allied Trades' Association gewerk het, moet die werkgewer by wie hy eerste gedurende daardie week vir minstens 18 uur in diens was, die bedrag bedoel in subklousule (1) betaal.

(4) Bedrae wat ingevolge hierdie klousule betaalbaar is, moet voor die sewende dag van elke maand wat volg op dié ten opsigte waarvan die bedrae betaal word, deur die werkgewer 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 sertifiseer dat die bedrag wat betaal word in ooreenstemming met hierdie klousule is.

(5) Die Raad moet binne een maand wat volg op die maand van invordering, die totale bedrag aan bydraes ontvang ingevolge hierdie klousule, min invorderingskoste van 2½ persent, wat aan die algemene fondse van die Raad toeval, aan die Worcester Master Builders' and Allied Trades' Association stuur.

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 Federasie van Bounywerhede (Suid-Afrika)], hierna die "Nasionale Fonds" genoem, verleen hy hierby magtiging om bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Nasionale Fonds uiteengesit is.

(2) Elke werkgewer moet 'n bedrag van 12c per week tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werknemers vir wie lone in klousule 16 (1) (e) tot (i), (k) en (l) voorgeskryf word: Met dien verstande dat—

(i) 'n werkgewer geen bedrag betaal ten opsigte van leerlinge of ten opsigte van 'n werknemer wat minder as 18 uur in 'n week vir hom werk nie; en

(ii) waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, die werkgewer by wie hy die eerste gedurende daardie week vir minstens 18 uur in diens was, die bedrag vir daardie week moet betaal.

(3) Die prosedure voorgeskryf in klousule 28 met betrekking tot die manier waarop bedrae aan die Raad betaal moet word, is *mutatis mutandis* van toepassing op die betaling van bydraes ooreenkomstig hierdie klousule.

(4) Die Raad moet binne een maand wat volg op die maand van invordering, die totale bedrag van die bydraes wat hy ooreenkomstig subklousule (2) ingevorder het, min invorderingskoste van 2½ persent, wat die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds betaal.

(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) to (i), (k) and (l), excluding learners.

(3) No payment shall be made by an employer in respect of an employee who works less than 18 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 18 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 person 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 when he has reasonable cause to believe that any person is employed therein;

(b) to question, in the presence of or apart from others as he deems fit, any employer or employee regarding matters relating to this Agreement;

(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 subclause (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 and 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

Every employer shall keep a legible copy of this Agreement in both official languages together with the notices required by section 58 of the Act, exhibited in his establishment in a place readily accessible to his employees.

(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) Nademaal die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Federasie van Bounywerhede (S.A.)], hierna die "Opleidingsfonds" genoem, verleen hy hierby magtiging om bydraes in te vorder in ooreenstemming met die prosedure hieronder uiteengesit, ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Opleidingsfonds uiteengesit is.

(2) Behoudens subklousules (3) en (4), moet elke werkgewer 20c per week aan die Opleidingsfonds bydra vir elke werknemer in sy diens vir wie lone in klousule 16 (1) (e) tot (i), (k) en (l) voorgeskryf is, uitgesonderd leerlinge.

(3) 'n Werkgewer moet geen bedrag betaal ten opsigte van 'n werknemer wat minder as 18 uur per week vir hom werk nie.

(4) Waar 'n werknemer gedurende dieselfde week by twee of meer werknemers in diens was, moet die werkgewer by wie hy die eerste gedurende daardie week vir minstens 18 uur in diens was, die bedrag vir daardie week betaal.

(5) Die prosedure in klousule 28 voorgeskryf, moet *mutatis mutandis* toegepas word by die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingskoste van 2½ persent, wat die algemene fondse van die Raad toeval, aan genoemde Opleidingsfonds betaal.

(7) Eksemplare van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "konstitusie" alle wysigings van die konstitusie in 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 werkgewersorganisasies of vakverenigings):

(a) Om 'n perseel of plek waarin die Nywerheid beoefen word, te eniger tyd te betree wanneer hy 'n grondige rede het om te vermoed dat enigeen daarin werksaam is;

(b) om enige werkgewer of werknemer in die teenwoordigheid van ander of alleen, soos hy mag goedvind, te ondervra oor aangeleenthede wat op hierdie Ooreenkoms betrekking het;

(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 bevoegdhede uitoefen wat by subklousule (2) aan hom verleen word, mag hy 'n tolk met hom saamneem.

(4) Elke werkgewer of werkgewersorganisasie of vakvereniging wat 'n party by die Raad is en alle persone wat lede van sodanige werkgewersorganisasie of vakvereniging is, moet die agent alle fasiliteite verleen om hom in staat te stel om die bevoegdhede uit te oefen wat by subklousules (2) en (3) aan hom verleen word.

37. VRYSTELLINGS

(1) Die Raad mag om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen: Met dien verstande dat vrystelling van enigeen van die bepalings van klousule 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 en die Sekretaris van die Raad, moet uitgereik word aan elke werkgewer of werknemer aan wie vrystelling verleen 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

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in beide amptelike tale tesame met die kennisgewings wat by artikel 58 van die Wet vereis word, in sy bedryfsinrigting vertoon hou op 'n plek wat vir sy werknemers maklik toeganklik is.

39. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement and may issue expression 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 Worcester this 1st day of October 1973 on behalf of all parties to the Council.

J. DE V. KEYTER, Chairman.

R. G. SIMMONS, Vice-Chairman.

S. D. COHEN, Secretary.

No. R. 694 26 April 1974

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BUILDING INDUSTRY, WORCESTER

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. 693 of 26 April 1974, 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. 695 26 April 1974

WORK RESERVATION DETERMINATION 13

BUILDING INDUSTRY, CAPE PROVINCE AND NATAL.—EXEMPTION IN RESPECT OF THE MAGISTERIAL DISTRICT OF WORCESTER

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, Worcester, published under Government Notice R. 693 of 26 April 1974, with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the said Act, to the extent that Coloureds who are registered with the Worcester Building Industrial Council 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.

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 werkgewers en werknemers 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 werkgewer of werknemer onthef van die bepalings van enige ander wetsbepaling of proklamasie, of enige verordening of regulasies wat daarkragtens opgestel is nie.

Namens al die partye by die Raad op hede die 1ste dag van Oktober 1973 te Worcester onderteken.

J. DE V. KEYTER, Voorsitter.

R. G. SIMMONS, Ondervoorsitter.

S. D. COHEN, Sekretaris.

No. R. 694 26 April 1974

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOUNYWERHEID, WORCESTER

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 Bounywerheid, gepubliseer by Goewermentskennisgewing R. 693 van 26 April 1974, oor die algemeen vir die werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

No. R. 695 26 April 1974

WERKRESERVERINGVASSTELLING 13

BOUNYWERHEID, KAAPPROVINSIE EN NATAL. —VRYSTELLING TEN OPSIGTE VAN DIE LAND- DROSDISTRIK WORCESTER

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, Worcester, gepubliseer by Goewermentskennisgewing R. 693 van 26 April 1974 bindend is, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens 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, Worcester, geregistreer is, toegelaat word om in genoemde Nywerheid enige werk te verrig wat in die omskrywing van "werksman" in klousule 3 van genoemde Ooreenkoms gespesifiseer 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.

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