



STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 896

27 May 1977

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.—AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries shall be binding, with effect from 27 May 1977 and for the period ending 26 May 1980, upon the employers' organisations and trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 4, 7, 16, 44 (1)*bis*, (1)*ter* and (4) (b), 46 (4) (f), 66 and 67, shall be binding, with effect from 27 May 1977 and for the period ending 26 May 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the area specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the area specified in clause 1 (1) (b) of the said Agreement and with effect from 27 May 1977 and for the period ending 26 May 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 4, 7, 16, 44 (1)*bis*, (1)*ter* and (4) (b), 46 (4) (f), 66 and 67, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

60431—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 896

27 Mei 1977

WET OP NYWERHEIDSVERSOENING, 1956

BOU- EN MONUMENTKLIPMESSELNYWERHEID, BLOEMFONTEIN.—OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, met ingang van 27 Mei 1977 en vir die tydperk wat op 26 Mei 1980 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 4, 7, 16, 44 (1)*bis* (1)*ter* en (4) (b), 46 (4) (f), 66 en 67, met ingang van 27 Mei 1977 en vir die tydperk wat op 26 Mei 1980 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerhede in die gebied gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 4, 7, 16, 44 (1)*bis*, (1)*ter* en (4) (b), 46 (4) (f), 66 en 67, met ingang van 27 Mei 1977 en vir die tydperk wat op 26 Mei 1980 eindig, in die gebied gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede 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.

S. P. BOTHA, Minister van Arbeid.

5564—1

SCHEDULE
INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(BLOEMFONTEIN)

AGREEMENT

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

Master Builders' and Allied Trades' Association, Bloemfontein
and

Electrical Contractors' Association of South Africa
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South Africa

and

White Building Workers Union

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

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

ARRANGEMENT OF AGREEMENT

I. ADMINISTRATIVE AND GENERAL

1. Scope of Application.
2. Period of Operation.
3. Definitions.
4. Trade Union Representatives on the Council.
5. Administration of Agreement.
6. Exemptions.
7. Agents.
8. Waiving Provisions of Agreement.
9. *Ultra vires* Provisions in Agreement.

II. EMPLOYERS

10. Registration of Employers.
11. Wage Guarantee.
12. Time and Wage Records to be kept by Employers.
13. Exhibition of Agreement and Posting of Notices.
14. Notice-Boards.
15. Statements to be furnished by Employers.

III. EMPLOYEES

16. Engagement of Employees.
17. Registration of Artisans.
18. Premiums.
19. Employment of Juveniles.
20. Employment of Learner Artisans.
21. Employment of Artisan's Assistants, Grade I.
22. Employment of Learner Electrical Conduit Installers.
23. Prohibited Employment.
24. Termination of Contract of Employment.

IV. CONDITIONS RELATING TO CERTAIN CLASSES OF WORK

25. Labour only Contracts.
26. Piece-work and Task Work.
27. Incentive Schemes.
28. Outwork and Hire of Labour.

V. HOURS OF WORK

29. Maximum Hours of Work.
30. Overtime.
31. Shiftwork.
32. Suspension of Employment.
33. Annual Leave and Public Holidays.

VI. REMUNERATION

34. Minimum Wage Rates.
35. Differential Rates of Pay.
36. Payment for Overtime.
37. Payment for Shiftwork.
38. Payment for Suspension of Employment.
39. Payment for Dangerous Work.
40. Payment in respect of Public Holidays.
41. Payment in respect of Annual Leave.
42. Sick Pay—Artisans.
43. Sick Leave and Sick Pay—Other Employees.
44. Supplementary Remuneration and Contributions.
45. Travelling Allowance, Transport and Travelling Time.
46. Payment of Remuneration.
47. Adjustment to Minimum Wage Rates—All Employees.
48. Adjustment to Pension Scheme Contributions.

BYLAE
NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(BLOEMFONTEIN)

OOREENKOMS

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

Master Builders' and Allied Trades' Association, Bloemfontein
en

Electrical Contractors' Association of South Africa
(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers of South Africa,
Amalgamated Union of Building Trade Workers of South Africa

en

Die Blanke Bouwerkersvakbond

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

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

INDELING VAN OOREENKOMS

I. ADMINISTRATIEF EN ALGEMEEN

1. Toepassingsbestek.
2. Geldigheidsduur.
3. Woordomskrywing.
4. Vakverenigingvertegenwoordigers in die Raad.
5. Administrasie van Ooreenkoms
6. Vrystellings.
7. Agente.
8. Afsien van Bepalings van Ooreenkoms.
9. Bepalings in Ooreenkoms wat *ultra vires* is.

II. WERKGEWERS

10. Registrasie van Werkgewers.
11. Loonwaarborg.
12. Tyd- en Loonregisters wat die Werkgewers moet byhou.
13. Vertoning van Ooreenkoms en Opplak van Kennisgewings.
14. Kennisgewingborde.
15. Opgawes wat Werkgewers moet voorlê.

III. WERKNEMERS

16. Indiensneming van Werknemers.
17. Registrasie van Ambagsmanne.
18. Premies.
19. Indiensneming van Jeugdige.
20. Indiensneming van Leerlingambagsmanne.
21. Indiensneming van Ambagsman se Assistent Graad I.
22. Indiensneming van Leerlinginstalleerders van Elektriese Leyppe.
23. Verbod op Indiensneming.
24. Beëindiging van Dienskontrak.

IV. VOORWAARDES BETREFFENDE SEKERE WERK

25. Kontrak vir slegs Arbeid.
26. Stukwerk en Taakwerk.
27. Aansporingskemas.
28. Buitewerk en die Huur van Arbeid.

V. WERKURE

29. Maksimum Werkure.
30. Oortydwerk.
31. Skofwerk.
32. Opskorting van Diens.
33. Jaarlikse Verlof en Openbare Vakansiedae.

VI. BESOLDIGING

34. Minimum Loonskale.
35. Differensiële Loonskale.
36. Betaling vir Oortydwerk.
37. Betaling vir Skofwerk.
38. Betaling vir Opskorting van Diens.
39. Betaling vir Gevaarlike Werk.
40. Betaling ten opsigte van openbare vakansiedae.
41. Betaling ten opsigte van Jaarlikse Verlof.
42. Siekebesoldiging—Ambagsmanne.
43. Siekteverlof en Siekebesoldiging—Ander Werknemers.
44. Aanvullende Besoldiging en Bydraes.
45. Reistoelae, Vervoer en Reistyd.
46. Betaling van Besoldiging.
47. Aanpassing van Minimum Loonskale—Alle Werknemers.
48. Aanpassing van Bydraes tot Pensioenskema.

VII. SITE ARRANGEMENT AND AMENITIES

49. Refreshments.
50. Accommodation for Meals.
51. Wet Weather Shelter.
52. Sanitary Accommodation.
53. Lock-ups and Storage of Tools.
54. Provision of Tools.

VIII. SAFETY MEASURES

55. First-aid Equipment.
56. Concrete and Stone Work.
57. Scaffolding and Plant.

IX. FUNDS AND CONTROL THEREOF

58. Administration and Control of Funds.
59. Expenses of the Council.
60. Building Industry Holiday Fund.
61. Bloemfontein Building Industry Pension Scheme.
62. Building Industry Medical Aid Fund.
63. Building Industry Sick Fund.
64. National Development Fund for the Building Industry.
65. Building Industries Recruitment and Training Fund.
66. Special Membership Levy: Employers.
67. Trade Union Subscriptions.

X. APPENDIX

Safety Measures—Scaffolding and Plant.

XI. ANNEXURES A, B, C AND D

1. SCOPE OF APPLICATION

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

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

(b) in the area within a radius of 24,14 kilometres from the General Post Office, Bloemfontein.

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

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

(b) apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, Act 38 of 1951, or any conditions prescribed thereunder;

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

Provided that clauses 45 (1), (2) and (4), 50, 53 and 54 shall only apply to apprentices, trainees, learner artisans and employees for whom wages are prescribed in paragraph (a), (d) and (e) of clause 34 (1).

2. PERIOD OF OPERATION

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

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

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

(i) the laying of blocks to a jig;

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

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

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

VII. TERREINREËLINGS EN -GERIEWE

49. Verversings.
50. Akkommodasie vir Maaltye.
51. Natweerskuiling.
52. Sanitêre Geriewe.
53. Toesluitplekke en Bewaring van Gereedskap.
54. Verskaffing van Gereedskap.

VIII. VEILIGHEIDSMATREËLS

55. Eerstehulpuitrusting.
56. Beton- en Klipwerk.
57. Steierwerke en Installasies.

IX. FONDSE EN DIE BEHEER DAAROO

58. Administrasie van en Beheer oor Fondse.
59. Uitgawes van die Raad.
60. Vakansiefonds vir die Bounywerheid.
61. Pensioenskema vir die Bounywerheid, Bloemfontein.
62. Mediese Bystandsfonds vir die Bounywerheid.
63. Siekefonds vir die Bounywerheid.
64. Nasionale Ontwikkelingsfonds vir die Bounywerheid.
65. Werwings- en Opleidingsfonds van die Bounywerheid.
66. Spesiale Lidmaatskapheffing: Werkgewers.
67. Vakverenigingledegeld.

X. BYVOEGSEL

Veiligheidsmaatreëls—Steierwerk en Installasies.

XI. AANHANGELS A, B, C EN D

1. TOEPASSINGSBESTEK

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

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

(b) in die gebied binne 'n straal van 24,14 kilometer vanaf die Hoofposkantoor, Bloemfontein.

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

(a) van toepassing op vakleerlinge slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of enige voorwaardes daarkragtens voorgeskryf, onbestaanbaar is nie;

(b) van toepassing op kwekelinge slegs vir sover dit nie met die Wet op Opleiding van Ambagsmanne, Wet 38 van 1951, of enige voorwaardes daarkragtens voorgeskryf onbestaanbaar is nie;

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

Met dien verstande dat klousules 45 (1), (2) en (4), 50, 53 en 54 slegs van toepassing is op vakleerlinge, kwekelinge, leerling-ambagsmanne en werknemers vir wie lone in paragrawe (a), (d) en (e) van klousule 34 (1) voorgeskryf word.

2. GELDIGHEDSDUUR

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoenings, 1956;

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

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

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

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

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

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

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

(iii) die lê van blokke by die konstruksie van betonvloere en betondakke.

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

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

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

(f) *Electrical installation.*—All wiring work as defined in the Electrical Wiremen and Contractors Act, 1939; the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations, including any cable jointing or electrical wiring associated therewith.

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

(h) *Glazing.*—Cutting of glass or similar materials; face puttying; fixing glazing beads.

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

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

(k) *Painting.*—Paper-hanging; signwriting; applying paint, varnish, and/or other materials, including Kenitex, to all surfaces, but excluding—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"artisan's assistant, Grade I," means an employee who is in possession of a certificate of registration issued to him by the Council and who has been permitted by the Council, upon application by an employer to assist an artisan under the supervision of the latter by performing the operations detailed hereunder: Provided that the employment of an artisan's assistant, Grade I, shall not in any way limit or restrict the work to be performed by an artisan as defined:

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

(d) *Timmerwerk, skrynwerk, kantoor-, winkel- en bankuitrustingswerk.*—Afmerkwerk; uitlewerk; montering en vassit van vaste toebere; saag, skaaf en vassit van afgewerkte houtwerk; montering en die vassit van komposisiemateriaal en onbewerkte timmerhout; montering van kombuistoebere; die vassit van golfyster- en -asbesplate aan agterwerk of hegstukke van hout; leiteëls, harvey-teëls, asbesteëls en houtdakspane vassit.

(e) *Rioolaanlegwerk.*—Afmerk, uitle, toesig hou oor en die lê van pype volgens 'n helling.

(f) *Elektriese installering.*—Alle bedradingswerk soos in die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, omskryf; die ontwerp, voorbereiding (uitgesonderd vervaardiging vir verkoop), en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue en die herstel en/of instandhouding van sodanige installasies, met inbegrip van alle kabellas- of bedradingswerk wat daarmee gepaard gaan.

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

(h) *Beglasing.*—Die sny van glas of soortgelyke materiaal; die aanbring van voorstopverf; die vassit van ruitkraallyste.

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

(j) *Metaalwerk.*—Merk- en afmerkwerk; die opstelling van en toesighouding oor masjiene; handsweis- en/of -sweissoldeerwerk; boorwerk en/of die maak van tappage met die hand; finale vyl- en/of monterwerk; die vassit van siermetaalwerk, metaalrame en metaaltrappe, boumetaalwerk en uitgedrukte metaal.

(k) *Verfwerk.*—Muurplakwerk; letterskilderwerk; die aanbring van verf, vernis en/of ander materiaal, met inbegrip van Kenitex, op alle oppervlakke, maar uitgesonderd—

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

(ii) die aanbring van dekoratiewe bitumastik aan rioolpype;

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

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

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

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

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

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

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

(m) *Loodgieterswerk.*—Uitmerk- en afmerkwerk; die finale vassit van pype en toebere wat gemonteer is.

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

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

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

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

(r) *Masjienhoutwerk.*—Uitmerk- en afmerkwerk; die opstelling van en toesighouding oor houtwerkmasjiene.

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

"ambagsman se assistent, graad I," 'n werknemer in besit van 'n registrasiesertifikaat deur die Raad aan hom uitgereik en wat, na aansoek deur 'n werkgewer, deur die Raad toegelaat is om 'n ambagsman te help, onder laasgenoemde se toesig, om die werksaamhede te verrig wat hieronder uiteengesit word: Met dien verstande dat die indiensneming van 'n ambagsman se assistent, graad I, op generlei wyse die werk wat 'n ambagsman moet verrig, soos omskryf, mag begrens of beperk nie:

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

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

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

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

(e) *Glazing*.—Cutting of glass or similar materials; face puttying; fixing glazing beads.

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

(g) *Painting*.—Applying paint, varnish and/or other materials, (excluding the final coat), sign writing and paper hanging.

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

(i) *Structural carpentry*.—Assembly shuttering.

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

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

“artisan’s assistant Grade II” means an employee engaged under supervision on any one or more of the following operations:

(a) *Asphalting, waterproofing and/or dampproofing*.—Supervising, under periodic supervision of an artisan, labourers doing manual work in connection with asphalting, waterproofing and/or dampproofing to roofs, walls, ceilings and/or floors.

(b) *Blocklaying and/or bricklaying*.—Grouting in joints in walling;

jointing and pointing, excluding tuck pointing;
laying of precast concrete slabs, slate or brick paving, including bedding and jointing, but excluding setting out;
laying of outdoor paving in broken slate, granite or stone and grouting in joints;
laying precast surface channels, excluding setting out;
laying to a jig blocks bedded in mortar or mastic, where such work is performed in the erection of Non-White housing;
operating a carborundum or diamond saw for stone and brick cutting.

(c) *Carpentry/joinery/shop, office and bank fitting*.—Clamping or cramping doors and sashes by machine;
cramping up or joining boards and tops;
drilling holes by machine;
framing-up and securing butt-joined material in jigs or cramps;
gluing and fixing edging to shelves and flat board mass produced in workshop;
mass fabrication of formwork panels;
nailing masonite backs to fittings;
nailing up drawers and trays (including bottoms) by nailing machine in workshop;
placing veneered or plain or vyanide/vynalast-cladded panels of chipboard, gypsum or asbestos-cement manufacture in position and pressing the holding cover strips into position;
operating a power-driven press;
operating a belt sander;
operating edge-trimming machine;
operating end-trimming saw;
operating an electrically driven orbital sander.

(d) *Concrete work*.—Operating a sand-blasting machine.

(e) *Drainlaying*.—Assembling and fixing of precast manholes in situ;
building manholes;
caulking joints in drains.

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

(g) *Glazing*.—Applying back putty and cleaning off excess tags thereto.

(h) *Metal work*.—Operating machines on metal work under supervision of an artisan: Provided that not more than three machines shall be supervised by any one artisan; operating a power driven orbital grinding machine on metal or filing by hand.

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

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

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

(e) *Beglasing*.—Die sny van glas of soortgelyke materiaal; voorstopverwerk; die vassit van ruitkraallyste.

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

(g) *Verfwerk*.—Die aanbring van verf, vernis en/of ander materiaal (uitgesonderd die finale laag), letter-, skilder- en muurplakwerk.

(h) *Pleisterwerk*.—Die beraping van skurwe oppervlakte; afvlakking met ’n reihout; voorlopige afwerking ter voorbereiding vir finale troffelwerk en finale afwerking; maar uitgesonderd die finale troffelwerk aan eenlaagwerk en die volledige aanwending van afwerklae.

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

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

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

“ambagsman se assistent, graad II” ’n werknemer wat onder toesig een of meer van die volgende werksaamhede verrig:

(a) *Asfaltering, waterdigting en/of vogdigting*.—Onder periodieke toesig van ’n ambagsman, toesig hou oor arbeiders wat handwerk verrig in verband met asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere.

(b) *Bloklêwerk en/of messelwerk*.—Voë in mure met voegbry vul; voegvulling en voegstryking, uitgesonderd rifvoegwerk;

die lê van vooraf gegiete betonblaai, lei- of steenplaveisel, met inbegrip van inbedding en voegvulling, maar uitgesonderd uitle;

die lê van buitenshuise plaveisel van leislage, graniet of klip en die voë met voegbry vul;

die lê van vooraf gegiete grondgeute, uitgesonderd uitle;

die lê van blokke ingebed in dagha of mastik volgens ’n setmaat, waar sulke werk verrig word by die oprig van huise vir Nie-Blankes;

bediening van ’n karborundum- of diamantsaag vir klip- en steensnywerk.

(c) *Timmerwerk/skrynwerk/kantoor-, winkel- en bankuitrusting*.—Deure en vensterrame met ’n masjien klamp en vasklamp; planke en kappe vasklamp; gate boor met ’n masjien; gestuitlase materiaal in setmate of klampe aanmeekaarsit en vassit;

randwerk vaslym en vassit aan rakke en plat planke wat in die werkwinkel in massaproduksie gelewer word;

die massafabrisering van bekistingspanele;

masonite-agterkante aan toebehore vasspyker;

laaie en bakke (met inbegrip van onderkante) met ’n spyker-

masjien in die werkwinkel vasspyker;

gefinereerde of gewone of vianied/vinalas-omhulde spaander-

bord-, gips- of asbesementpanele in posisie plaas en die anker-

dekstrok in posisie vasdruk;

bediening van ’n kragpers;

bediening van ’n bandskuurmasjien;

bediening van ’n kantafwerkmasjien;

bediening van ’n entafwerksaag;

bediening van ’n elektriese draaiskuurder.

(d) *Betonwerk*.—Bediening van ’n sandstraalmasjien.

(e) *Rioolaanlegwerk*.—Vooraf gegiete mangate aanmeekaarsit en in posisie plaas;

mangate bou;

voë in riole kalfater.

(f) *Vloerlêwerk*.—Die lê van sagte vloerbedekking; bediening van ’n skuurmasjien op vloere.

(g) *Beglasing*.—’n Stopverfbed aanbring en oortollige rafels daaraan afvee.

(h) *Metaalwerk*.—Bediening van masjiene op metaalwerk onder toesig van ’n ambagsman: Met dien verstande dat hoogstens drie masjiene onder toesig van een ambagsman staan; bediening van ’n kragaangedrewe draaislypmasjien op metaal of met die hand vyl.

(i) *Painting*.—Applying all coats of paint to structural steel, roofs, claddings, gutters and downpipes;
 applying any liquid reviver to brickwork or slasto;
 applying chemical adhesives to corrugated iron roofs by means of a paint brush;
 applying decorative bitumastic to sewage pipes;
 applying limewash and cement wash to all surfaces, except to the extent set out in the definition of "labourer" applying the first coat of paint on shop coated steel surfaces;
 applying size, distemper and similar materials;
 spraying of roofs with Kenitex or similar materials or products; in renovation work—stripping, sparkling, touching up and similar operations preparatory to the application by an artisan of the final coat.

(j) *Plastering*.—Floating up of concrete panel walls in moulds at the factory for prefabricated housing units;
 operating a Pyrok machine used for wall and ceiling finishing in various colours to apply a mixture of vermiculite and gypsum;
 ruling down plastered surfaces;
 supervising labourers levelling and screeding concrete; slushing.

(k) *Plumbing*.—Assembling and fitting of piping for waste, soil, water (hot or cold), central heating, cooling, fire, gas and similar installations—when assembled and fitted in workshop in mass-produced units;
 assembling on site and fixing of galvanised iron, asbestos and plastic gutters and downpipes, excluding downpipes in columns;
 brazing and welding in workshop where jig or welding machine is used;
 soldering and riveting in workshop;
 bending and/or body-forming of metal by hand or machine.

(l) *Stonework, masonry and monumental work*.—Punching where such work consists purely of the removal or reduction of excess rough on surfaces;

operating a dunter, including a hand dunter, turning lathe, circular saw (in respect of monumental work), stone polishing machinery, including hand polishing equipment, letter-cutting machines, swing and frame saws, compressors, sand blasting machines, pneumatic tools on precast and other stone;
 flame treatment;
 sharpening tools.

(m) *Structural carpentry*.—Fixing corrugated iron and asbestos roofing to steel backing;
 fixing terra-cotta and cement roofing tiles;
 fixing of Q.C. decking plates;
 supervising the rection of scaffolding;
 supervising stripping of shuttering;
 drilling holes, repetitive cutting of rough timber on site with power tool.

(n) *Woodmachining*.—Feeding materials to manually fed wood-working machines in workshops, excluding spindle and surfacer;
 feeding materials to mechanically fed woodworking machines;
 "artisan's assistant, Grade II, qualified," means an artisan's assistant who has had less than three years' experience;
 "artisan's assistant, Grade II, unqualified," means an artisan's assistant who has had less than three years' experience;
 "block" means a walling unit whose mass is five kilogrammes or more;

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

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or the making of articles for use in the erection, completion or alteration of buildings and/or structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein, who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, nor the installation, maintenance or repair of lifts in buildings;

(a) *Asphalting*, which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;

(i) *Verfwerk*.—Alle lae verf aan boustaal, dakke, bedekkings, geute en geutpype aanwend;
 enige vloeibare herverglanser aan baksteenwerk of slasto aanwend;

chemiese kleefstowwe met 'n verfkwas aan sinkdakke aanwend;
 dekoratiewe bitumastik aan rioolpype aanwend;
 witkalk en sementstryksel aan alle oppervlakke aanwend, uitgesonderd in soverre dit in die omskrywing van "arbeider" uitgesit word;

die aanwending van die eerste verflaag aan staaloppervlakke wat 'n grondlaag in die werkwinkel ontvang het;
 die aanwending van planeersel, distemper en dergelike materiale;
 dakke met Kenitex of dergelike materiale of produkte bespuit;
 by vernuwingswerk—stroop-, vonkel-, opknepwerk en dergelike werksaamhede voordat 'n ambagsman die finale laag aanwend.

(j) *Pleisterwerk*.—Die afstryk van betonpaneelmure in gietvorms by die fabriek vir voorafgefabriseerde behuisingseenhede;
 bediening van 'n Pyrokmasjien wat vir muur- en plafonafwerking in verskillende kleure gebruik word om 'n mengsel van vermikulier en gips aan te wend;
 gepleisterde oppervlakke afstryk;
 toesig hou oor arbeiders wat beton gelykmaak en afvlak;
 flodderwerk.

(k) *Loodgieterswerk*.—Die aanmekearsit en vassit van pype vir vuil- en rioolwater, water (warm of koud), sentraleverwarmings-, verkoelings-, stook-, gas- en dergelike installasies—wanneer dit in die werkwinkel in massaproduksie-eenhede aanmekearsit en vasgesit is;

sink-, asbes- en plastiekgeute en -geutpype, uitgesonderd geutpype in suile, op die terrein aanmekearsit en vassit;
 sweissoldeer- en sweiswerk in die werkwinkel waar 'n setmaat of sweismasjien gebruik word;
 soldeer- en klinkwerk in die werkwinkel;
 metaal met die hand of 'n masjien buig en/of bakvorm.

(l) *Klipwerk, klipmesselwerk en monumentwerk*.—Ponswerk waar dit uitsluitlik bestaan uit die verwydering of vermindering van oortollige oneffenheid aan oppervlakke;

bediening van 'n duntermasjien, met inbegrip van 'n hand-duntermasjien, draaibank, sirkelsaag (ten opsigte van monumentwerk), klippoleermasjinerie, met inbegrip van handpoleeruitrusting, lettersnymasjiene, hang- en raamsae, kompressors, sandstraalmasjiene, drukluggereedskap op vooraf gegiete en ander klip;

vlambehandeling;
 gereedskap skerpmak.

(m) *Boutimmerwerk*.—Sink- en asbesdakke aan 'n staalagterkant vassit; terra-cotta- en sementdakpanne vassit;
 Q.C.-dekplate vassit;
 toesig hou oor die oprig van steierwerk;
 toesig hou oor die uitmekearhaal van bekisting;
 gate boor, herhalingsafsaag van onbewerkte timmerhout met krageredskap op die terrein.

(n) *Masjienhoutwerk*.—Materiale in werkwinkels invoer in houtwerkmasjiene wat met die hand gevoer word, uitgesonderd 'n houtfrees- en vlakslypmasjien;
 materiale invoer en houtwerkmasjiene wat meganies gevoer word;

"ambagsman se assistent, graad II, gekwalifiseer," 'n ambagsman se assistent met minstens drie jaar ondervinding;

"ambagsman se assistent, graad II, ongekwalifiseer," 'n ambagsman se assistent met minder as drie jaar ondervinding;

"blok" 'n muureenheid waarvan die massa vyf kilogram of meer is;

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

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

"Bouwyerheid", sonder om die gewone betekenis van die uitdrukking enigerwys te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en/of bouwerke afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die geboue of bouwerke of elders, en omvat dit alle werk wat verrig of uitgevoer word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of onderverdelings daarvan, maar nie klerke en administratiewe personeel nie, en ook nie die installering, onderhouding of herstel van hysers in geboue nie;

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

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

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

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

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

(f) *glazing*, which includes the cutting and/or fixing of all kinds of glass or other like products into rebates, formed in wood or metal doors, windows, frames or like fixtures, and all operations incidental thereto;

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

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

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

(j) *metal work*, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, metal frames and metal stairs and architectural metal work, the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

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

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

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

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

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

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

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

(c) *betonwerk*, wat die volgende insluit: Toesighou oor die in posisie plasing van beton en die gelykmaking van die oppervlakke daarvan;

(d) *elektriese installering*, wat die volgende insluit: Elektriese aansit- en bedradingswerk en werksaamhede wat daarmee gepaard gaan;

(e) *Lakpolitoerwerk*, wat die volgende insluit: Politoerwerk met 'n kwas of kussinkie en bespuiting met 'n komposisiestof;

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

(g) *skrynwerk*, wat die volgende insluit: Die vassit van alle los houttoebehoere en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehoere in verband staan, afgesien daarvan of die persoon wat sodanige artikels vervaardig of berei het, dit in die gebou of bouwerk vassit of nie, en ook rakkaste, kombuis-kaste of ander vaste kombuistoebere wat 'n permanente deel van die gebou uitmaak;

(h) *ruit-in-loodwerk*, wat die volgende insluit: Die vervaardiging en/of vassit van ruite in lood en/of ander metaal en/of reklameborde (uitgesonderd die elektriese toebehoere in verband daarmee) en die beglasing daarvan;

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

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

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

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

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

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

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

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

(q) *staalwapening*, wat die volgende insluit: Toesighou oor die buig, plasing en vassit van staal in die regte posisie;

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

(s) *woodworking*, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, drilling and plugging of walls, covering of woodwork with metal, block and other flooring including wood, linoleum, rubber composition, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Bi-ax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

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

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

"child" means in respect of any person who contributes to the Fund referred to in clause 62 a member's child, step-child or legally adopted child who is—

(a) unmarried; and

(b) dependent wholly upon the member, or in receipt of an income of not more than R50 per month; and

(c) living with the member except for temporary absence at boarding school or university, or on holiday, or for any other reason acceptable to the Committee; and

(d) (i) under the age of 21 years; or

(ii) subject to the approval of the Management Committee, over the age of 21 years, but under the age of 25 years, and is a scholar or student;

"competent person" means a person who—

(a) has had at least five years' practical experience in building work; or

(b) 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;

"contribution record card" means the contribution record card which the Secretary is required to keep in terms of clause 44 (7) in respect of each employee for whom wages are prescribed in clause 34 (1) (a);

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

"Council" means the Industrial Council of the Building Industry, Bloemfontein, deemed to have been registered in terms of section 19 of the Industrial Conciliation Act, 1956;

"dependant", in relation to a member of the Medical Aid Fund referred to in clause 62 means—

(a) the wife of such member;

(b) the child of such member;

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

"electrical conduit installer" means an employee who is the holder of a certificate of registration issued in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939, and who, in addition to performing the work of a labourer, is engaged in any or all of the following operations under the continuous supervision of a registered electrical wireman after the installation has been set out by that person:

(a) The installation of conduits;

(b) the installation and attachment to conduits of empty conduit accessories and trays;

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

(s) *houtwerk*, wat die volgende insluit: Timmer-, fineer- en paneelwerk en die polering en skuur daarvan, masjienhoutwerk, draai- en houtsniewerk, die vassit van golfyster, klank- en akoestiek materiaal, kurk- en asbesisolering, houtlatwerk, komposisie-plafon- en -muurbedekking, die boor van gate en insit van proppe in mure, bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, bediening van 'n Mall- en Bi-ax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en poleermasjien, bekisting en/of bereiding van vorms of gietvorms vir beton, afgesien daarvan of die persoon wat die betrokke artikel vervaardig of berei het, dit in die gebou of bouwerk, vassit of nie: Met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk bykomstig is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste aan die klant uitmaak nie;

"vrydraer- of kraanarmsteier" 'n werkplatform wat op vrydraerbalke of verspande kraanbalke gesteun word;

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

"kind", ten opsigte van enige persoon wat bydra tot die Fonds wat in klousule 62 bedoel word, 'n lid se kind, stiefkind of wettig aangenome kind wat—

(a) ongetroud is; en

(b) geheel en al van die lid afhanklik is of 'n inkomste van hoogstens R50 per maand het; en

(c) by die lid inwoon, met uitsondering van tydelike afwesigheid op koskool of universiteit of met vakansie of om 'n ander rede wat vir die Komitee aanneemlik is; en

(d) (i) onder die ouderdom van 21 jaar is; of

(ii) onderworpe is aan die goedkeuring van die Bestuurskomitee, ouer as 21 jaar maar jonger as 25 jaar en 'n skoolier of student is;

"bevoegde persoon" iemand wat—

(a) minstens vyf jaar praktiese ondervinding van bouwerk het; of

(b) 'n graad in Siviele Ingenieurswese van 'n Suid-Afrikaanse universiteit behaal het of 'n graad wat deur die Departement van Nasionale Opvoeding van die Republiek van Suid-Afrika erken word as gelyk aan eersgenoemde graad;

"bydraerekordkaart" die bydraerekordkaart wat die Sekretaris ingevolge klousule 44 (7) moet hou ten opsigte van elke werknemer vir wie lone in klousule 34 (1) (a) voorgeskryf word;

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

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

"afhanklike", ten opsigte van 'n lid van die Mediese Bystandsfonds bedoel in klousule 62—

(a) die vrou van so 'n lid;

(b) die kind van so 'n lid;

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

"installeerder van elektriese leipype" 'n werknemer in besit van 'n registrasiesertifikaat uitgereik ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, en wat, benewens sy werk as arbeider, ook betrokke is by een van of al die volgende werksaamhede onder die voortdurende toesig van 'n geregistreerde elektrotegniese draadwerker nadat die installering deur dié persoon afgemerk is:

(a) Die installering van leipype;

(b) die installering en vashegting aan leipype van leë leipypbybehore en -bakke;

"noodwerk", sonder om die gewone betekenis van die term te beperk, alle werk wat nie binne die gewone werkeure, voorgeskryf in klousule 29 verrig kan word nie en wat nodig is ten einde die gesondheid en veiligheid van die publiek of die voortsetting van werksaamhede van 'n ander nywerheid, saak of onderneming te verseker, of werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of gewelddaad, sonder versum verrig moet word;

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

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

"general practitioner" means a person registered as a medical practitioner under the Medical, Dental and Supplementary Health Service Professions Act, 1974;

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

"Industry" means the Building Industry and Monumental Masonry Industry;

"labourer" means an employee engaged in any one or more of the following operations:

(a) *Asphalting, waterproofing, and/or damp proofing to roofs, walls, ceilings and/floors.*—Attending to fires and cleaning up; cutting dampcourse and placing in position; mixing asphalt macadam; dumping and placing material at laying site; rolling with hand rollers; mixing mastic asphalt in pots and rubbing up laid mastic until cold under supervision.

(b) *Block and/or brick setting.*—Cutting of toothings and indents for bonding brickwork; filling in joints between joint of brick and concrete beam; grouting of joints in bricks and tile floors and cleaning off; laying of blocks in the construction of concrete floors and concrete roofs;

laying of blocks not bedded in mortar or mastic; laying loose tiles on surfaces without bedding; placing into position of uprights, slabs and similar walling components, where no plumbing is required.

(c) *Floorlaying.*—Assisting artisan's assistant, Grade II, in laying of soft floor covering;

mixing, application and spreading of adhesives preparatory to the setting of flooring blocks, tiles, sheeting and similar materials, using rollers or other appliances for the purpose of bedding down flooring materials after setting or laying.

(d) *Glazing.*—Cleaning of glass after glazing; cleaning completed frames in preparation for puttying; kneading of putty to correct consistency.

(e) *Joinery/Shopfitting.*—Assisting artisans in applying glue to tenons or wood surfaces prior to cramping or pressing; cleaning mortices; fixing of steel spring clips to aluminium cover strips.

(f) *Metal work.*—Coupling steel windows and door frames under supervision; drilling or punching and tapping metal by power or hand machines; fixing lugs to steel windows and door frames.

(g) *Painting.*—All work preparatory to the application of Kenitex or similar materials;

applying solution to cement tiles on roofs, using a block brush; assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;

cleaning down of teak or other hard woods by using solvents and steel wools;

lime washing and the use of tar or similar products on buildings occupied and latrines used by Bantu and rough timber such as joists and underside of floors: Provided, however, that lime washing in connection with buildings and/or latrines during their erection or within 60 days of the completion of any building shall be excluded from the definition;

painting of joints and backs of stone with waterproofing compound;

painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint; preparing roofs, including scraping and wirebrushing, prior to painting;

preservative painting of all builders' plant; priming of surfaces with bitumastic or waterproofing solutions; removing loose and flaking paint from gutters, drainpipes or other surfaces: Provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;

removing plaster from steel or wood surfaces in new buildings prior to painting;

scraping and rubbing down previously limewashed or other surfaces, but not to include repairing of such surfaces;

"noodsaaklike dienste" werk wat noodsaaklikerwys verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voortsetting van die werksaamhede van 'n ander nywerheid, saak of onderneming te verseker;

"algemene voorman" 'n werknemer wat net in 'n toesighoudende hoedanigheid in diens is en wat beheer voer oor 'n taak of take, wat werk aan werknemers onder sy beheer en toesig uitdeel, dissipline handhaaf en oor die algemeen aan die werk-gewer verantwoordelik is vir die doeltreffendheid waarmee die taak of take verrig word, en van wie nie vereis word om 'n ambagsman se werk te doen nie, behalwe met tussenpose of in sy hoedanigheid van instrukteur;

"algemene praktisyn" 'n persoon wat ingevolge die Wet op Geneesherre, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974, as 'n mediese praktisyn geregistreer is;

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

"Nywerheid" die Bou- en Monumentklipmesselnywerheid; "arbeider" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) *Asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere.*—Vir vure sorg en skoonmaakwerk verrig; voglae sny en in posisie plaas;

asfaltmacadam meng; materiaal op die lêterrein stort en plaas; rolwerk met handrollers verrig; mastikasfalt in potte meng en aangesmeerde mastik onder toesig vryf totdat dit koud is.

(b) *Die lê van blokke en/of stene.*—In- en uitdandings inkop vir baksteenverbandwerk;

voë tussen steenwerk en betonbalke opvul; voë in stene en vloerteëls met bry vul en dit skoonmaak; blokke lê by die konstruksie van betonvloere en betondakke; blokke lê wat nie in dagha of mastik vasgesit word nie; los teëls op oppervlakke lê sonder bedding; staanders, blaaië en dergelike muurwerkkomponente in posisie plaas, waarby loodgieterswerk nie vereis word nie.

(c) *Die lê van vloere.*—'n Ambagsman se assistent, graad II, help om sagte vloerbedekking te lê;

kleefstowwe meng, aanbring en spreid ter voorbereiding vir die lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike materiaal;

rollers of ander toestelle gebruik om vloerbedekkingsmateriaal vas te sit nadat dit gelê is.

(d) *Beglasing.*—Glas skoonmaak nadat ruite ingesit is; voltooië rame skoonmaak voordat stopverf aangebring word; stopverf brei totdat dit die regte stewigheid het.

(e) *Skrynwerk/winkeluitrustingswerk.*—Ambagsmanne help om lym aan tappe of houtoppervlakke te smeer voordat dit vasgekleem of gepepers word;

tapgate skoonmaak; staalveerklemme aan aluminiumdekstroke vassit.

(f) *Metaalwerk.*—Staalvensters en -deurkosyne onder toesig koppel;

metaal met krag- of handmasjiene boor of pons en moerdraad daarin sny;

kloue aan staal vensters en -deurkosyne aanbring.

(g) *Verfwerk.*—Alle werk ter voorbereiding vir die aanbring van Kenitex of dergelike materiaal;

rubberlym aan sementteëls op dakke met 'n koolborsel aanbring;

ambagsmanne help deur die draadholtes in hout op te vul voordat houtoppervlakke met doek opgevryf word;

klaar of ander soorte hardhout skoonmaak met gebruikmaking van oplosmiddels en staalwol;

geboue wat deur Bantoe bewoon en latrines wat deur hulle gebruik word en onbewerkte timmerhout soos balke en die onderkant van vloere afwit en teer of dergelike produkte in verband daarmee gebruik: Met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae nadat 'n gebou voltooi is, van hierdie omskrywing uitgesluit word;

voë en agterkante van klip met waterdigtingsmengsel verf; asfalt- en/of ander komposisieplate en -dakke met bitumineuse aluminiumverf, verf of spuit;

dakke gereedmaak vir verfwerk, met inbegrip van skraap- en draadborselwerk;

alle bouersuitrusting met preserveermiddels verf;

grondlae van bitumastik of waterdigtingsoplossings aan oppervlakke aanbring;

los en afskiferende verf van geute, rioolpype of ander oppervlakke verwyder: Met dien verstande dat, wanneer 'n blaaslamp of verloplosmiddel gebruik word, die werk onder toesig gedoen moet word;

pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit geverf word;

oppervlakke wat voorheen afgewit was of ander oppervlakke afskraap en afvryf, uitgesonderd die herstel van sodanige oppervlakke;

scraping or washing of walls or any surfaces for painting; treating timber with preservative;

use of abrasives of all kinds by hand, including rubbing compounds on preparatory work in painting and spraying, including the use of sandpaper;

washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used.

(h) *Plastering*.—Bagging down walls and ceilings;

filling of moulds with a facing mixture or concrete mixture, using a shovel;

filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;

laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding;

raking out of brick joints and preparation of surfaces for plastering;

setting up of moulds, and stripping of casings and castings; stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;

tamping of the filling in moulds.

(i) *Plumbing*.—Cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper.

(j) *Steelwork*.—Hoisting of steel and laying into position.

(k) *Stonework, masonry and monumental work*.—Assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;

attending swing saws under supervision.

(l) *Structural carpentry*.—Assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;

cutting of roofing tiles with tile handcutting machine;

cutting scaffold poles or props;

erecting scaffolding under supervision;

fixing asphalt sheeting to sides of steel and wood frames;

fixing hoop iron, steel or wire stiffeners to strengthen shuttering;

hoisting shuttering and placing in position but not fixing; stripping shuttering;

tying of roof tiles with wire;

wedging up wood props.

(m) *Tiling*.—Applying of adhesives to walls with the use of a roller or brush;

applying of floor polish;

filling in joints and cleaning off all wall tiles, excluding jointing and pointing;

gauging sizes of wall and floor tiles.

(n) *Woodmachining*.—Drawing off materials from all wood-working machines.

(o) *Electrical installation*.—Bending of conduit with a bending machine;

loading or unloading materials;

chasing and cutting of walls and concrete floor for conduits;

drilling concrete and brickwork;

cutting of conduit to marks, threading and reaming thereof;

digging of holes and planting of poles;

laying of cables under direct supervision of an artisan in trenches, ducts and racks, but excluding wiring work in conduit;

stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed; cleating, including the placing of wires in the cleats: Provided no tensioning is done;

fitting of light electrical trunking up to medium voltage containing medium and low voltage circuits: Provided no wiring is done;

operating a trenching machine;

assisting registered electrical wiremen, artisans or electrical conduit installers wherever necessary, but not to perform work except as set out in this definition.

(p) *Other*.—Assisting artisans or higher graded workers wherever necessary, but not to perform such higher graded work;

baling waste or scrap metal by hand or machine;

binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;

carrying mortar, bricks, stone, concrete or other materials;

cutting, drilling, chasing and plugging in brick and concrete;

cutting hoop iron, bending and holing;

cutting up scrap metal by hand;

digging or taking out stone or soil for foundations, trenches, drains and channels;

excavating in ground, soft and hard rock, using a jackhammer, and removing excavated stone and soil;

gauging sand, stone and cement;

loading and unloading materials and goods;

mixing concrete by hand or machine;

mure of ander oppervlakke afskraap of afwas vir verfwerk; timmerhout met 'n preserveermiddel behandel;

allerlei skuurmiddels, met inbegrip van vyfsmiddels, met die hand aanwend op voorbereidingswerk vir verf- en spuitverfwerk, met inbegrip van die gebruik van skuurpapier;

nuwe gegalvaniseerde oppervlakke afwas voordat dit gevef word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verpopselmiddel gebruik word.

(h) *Pleisterwerk*.—Saksmeerwerk aan mure en plafonne verrig; gietvorms met 'n voorwerk- of betonmengsel met 'n skopgraaf vul;

gebreke in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvryf;

beton gooi en gelykmaak, 'n betontriller bedien, en help met die afvlakwerk;

voeë tussen bakstene uitkrap en oppervlakke vir pleisterwerk gereedmaak;

gietsels opstel en bekisting en gietsels stroop;

die nate van gietvorms onder toesig met die hand of 'n stukkie blik met gips toestop;

die vulsel in gietvorms vasstamp.

(i) *Loodgieterswerk*.—Pype en staalstawe, uitgesonderd dié van koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny.

(j) *Staalwerk*.—Staal ophys en in posisie plaas.

(k) *Klipwerk, klipmesselwerk en monumentwerk*.—Help om klip in posisie te plaas en saaglemme in te sit met die doel om hang-sae en poleer- en/of slypsteenmasjinerie te bedien;

hangsae onder toesig versorg.

(l) *Boutimmerwerk*.—Ambagsmanne help om staalstutte in posisie te plaas, dit aan draagbalk vas te maak en op die vereiste hoogte te stel;

dakpanne met 'n handteëlsnymasjien sny;

steierpale of stutte afsaag;

steierwerk onder toesig oprig;

asfaltplate aan die kante van staal- en houtrame aanbring;

hoepelyster, staal- of draadverstywers aanbring om bekisting te versterk;

bekisting ophys en in posisie plaas maar nie vassit nie;

bekisting afbreek;

dakpanne met draad vasbind;

houtstutte opwig.

(m) *Teëlwerk*.—Kleefstowwe met 'n roller of kwas aan mure aanbring;

vloerpolitoer aanbring;

voeë opvul en alle muurteëls skoonmaak, uitgesonderd voegstryk- en voegvulwerk;

die groottes van muur- en vloerteëls meet.

(n) *Masjienhoutwerk*.—Materiaal van alle houtwerkmasjiene afneem.

(o) *Elektriese installering*.—Leipype met 'n buigmasjien buig; materiaal op- of aflaa;

groewe in mure en betonvloere uitkap en sny vir leipype;

gate in beton- en steenwerk boor;

leipype volgens merke sny, skroefdraad daarin sny en dit ruim;

gate grawe en pale implant;

kabels lê in slote, kanale en rakke onder regstreekse toesig van 'n ambagsman, maar uitgesonderd bedradingswerk in leipype;

oortollige installasies en uitrusting wat daarmee gepaard gaan en waarvan die toevoerkabels verwyder is, stroop;

klampwerk, met inbegrip van die plasing van drade in die klampe: Met dien verstande dat die drade nie gespan word nie;

die aanbring van ligte elektriese roetering tot hoogstens medium spanning wat medium- en laespanningbane insluit: Met dien verstande dat daar geen bedrading plaasvind nie;

bediening van 'n loopgraafmasjien;

geregisteerde elektrotegniese draadwerkers, ambagsmanne of installeerders van elektriese leipype help waar nodig, maar nie om ander werk te verrig as wat in hierdie woordomskriving uiteengesit is nie.

(p) *Ander*.—Ambagsmanne of hoër gegradeerde werkers bystaan wanneer nodig, sonder om sodanige werk van 'n hoër graad te verrig;

afval- of ou metaal met die hand of masjien baal;

staalwapeningsmateriaal bind of met draad vasbind, en sodanige materiaal onder toesig sny, buig, monteer, oprig en vassit;

dagha, stene, klip, beton of ander materiaal dra;

bakstene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;

hoepelyster sny, buig en gate daarin maak;

afvalmetaal met die hand in stukke sny;

klip of grond vir fondamente, slote, riole en kanale uitgrawe of uithaal;

uitgrawingswerk in grond, sagte en harde rots met gebruikmaking van 'n klopboor en die uitgegrawe klip en grond verwyder;

sand, klip en sement afmeet;

materiaal en goedere op- en aflaa;

beton met die hand of 'n masjien meng;

oiling and greasing machinery;
removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;

erecting hoists;
scraping down finished faces of products by hand using a wire steel brush and a scrubbing brush;
shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;
washing down brick and concrete with scrubbing brushes and cleaning used bricks;

"labour only contract" means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than those laid down in clause 34 and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

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

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

"learner electrical conduit installer" means an employee registered with the Industrial Council for the purpose of receiving training as an electrical conduit installer and who is the holder of a certificate issued in terms of section 13 of the Electrical Wiremen and Contractors Act and who is working under the continuous supervision of a registered electrical wireman;

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

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

"Management Committee" or "committee" means a committee appointed as such by the Council in terms of clauses 62 and 63 of this Agreement to administer the Sick Fund or Medical Aid Fund on behalf of the Council;

"married member" in respect of any member who contributes to the Fund referred to in clause 62, means a member with one or more dependants;

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

"member" means any person who contributes to the Fund referred to in clause 62 in order to obtain any benefit referred to in such clause, either for himself or for any person who is his dependant in terms of that clause;

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

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

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

"ordinary working hours" or "ordinary hours of work" means the hours of work prescribed in clause 29 (1);

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

"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;

"prescribed" means prescribed by or under this Agreement;

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

"rules" means the rules of the Medical Aid Fund—referred to in clause 62 and shall include amendments thereto and annexures and any other provisions relating to benefits which may be granted and payment which falls due in terms of a resolution adopted by the Management Committee;

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

masjinerie olie en smeer;
vlekke en sement van klip-, kunsklip-, leiklip- terra-cotta- of dergelijke oppervlakke met karborundumblokke of vryfmasjiene verwyder;

hystoestelle oprig;
afgewerkte voorvlakke van produkte met die hand afskraap met gebruikmaking van 'n staaldraadborsel en 'n skropborsel;
materiaal met 'n skopgraaf in dagha- of betonmengmasjiene invoer of dit daaruit haal, sand met die hand sif en dagha of beton met skopgrawe met die hand meng;
baksteen- en betonwerk met skropborsels afwas en gebruikte stene skoonmaak;

"kontrak vir slegs arbeid" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om te betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 34 neergelê, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

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

"leerlingambagsman" 'n werknemer, uitgesonderd 'n vakleerling, wat deur sy werkgever in diens geneem is ingevolge 'n skriftelike dienskontrak wat behoorlik deur die Raad goedgekeur en geregistreer is, en wat in die geval van messelwerk, timmerwerk en pleisterwerk nie jonger as 19 jaar en in die geval van alle ander ambagte nie jonger as 21 jaar is nie;

"leerlinginstalleerder van elektriese leipype" 'n werknemer wat by die Nywerheidsraad geregistreer is met die doel om as installeerder van elektriese leipype opgelei te word en wat in besit is van 'n sertifikaat uitgereik ingevolge artikel 13 van die Wet op Elektrotegniese Draadwerkers en Ondernemers en wat onder die voortdurende toesig van 'n geregistreerde elektrotegniese draadwerker werk;

"ligte hangsteier" 'n werkplatform wat aan vrydraende bo-stutte hang deur middel van 'n enkele hanger aan elke vrydraer-stut;

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

"Bestuurskomitee" of "Komitee" 'n komitee wat as sodanig deur die Raad aangestel is ingevolge klousules 62 en 63 van hierdie Ooreenkoms, om die Siekefonds of die Mediese Bystandsfonds namens die Raad te administreer;

"getroude lid", ten opsigte van 'n lid wat bydra tot die Fonds bedoel in klousule 62, 'n lid met een of meer afhanklikes;

"doktersertifikaat" 'n sertifikaat uitgereik deur 'n algemene praktisyn en/of spesialis op die vorm voorgeskryf deur die Siekefonds of die Mediese Bystandsfonds;

"lid" iemand wat bydra tot die Fonds bedoel in klousule 62 ten einde enige bystand bedoel in dié klousule te verkry, hetsy vir homself of vir enigeen wat ingevolge dié klousule 'n afhanklike van hom is;

"Minister" die Minister van Arbeid of sy behoorlik aangestelde verteenwoordiger;

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

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

"gewone werkure" die werkure voorgeskryf in klousule 29 (1);

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

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

"voorgeskryf" voorgeskryf ingevolge hierdie Ooreenkoms;

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

"reëls" die reëls van die Mediese Bystandsfonds bedoel in klousule 62, en dit omvat wysigings daarvan en aanhangsels en enige ander bepalinge betreffende bystand wat toegestaan mag word en betaling wat verskuldig word ingevolge 'n besluit deur die Bestuurskomitee geneem;

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

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

"single member" means any person who contributes to the Medical Aid Fund referred to in clause 62, without dependants;

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

"specialist" means a medical practitioner or dentist against whose name a speciality has been registered under the Medical, Dental and Supplementary Health Service Professions Act, 1974, and who is practising as a specialist;

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

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

"supervision" unless in conflict with the context of the definition of "artisan's assistant, Grade II," and/or "labourer", read with the definition of "artisan's assistant, Grade I," or with any other specific provisions of this Agreement, means supervision by an employer or by an employee receiving a wage at the rate of not less than that prescribed in clause 34 (1) (a).

"task work" means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition of the wage prescribed in clause 34;

"trainee" means an employee serving a period of training in terms of the provisions of the Training of Artisans Act, Act 38 of 1951;

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

"unladen mass" means the mass of any vehicle or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

"wage" means the amount of money payable to an employee in terms of clause 34 in respect of his ordinary hours of work as prescribed in clause 29: Provided that—

(i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 34, it means such higher amount;

(ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on the basis provided for in clause 27, receives over and above the amount which he would have received if he had not been employed on such basis;

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

"week" means, in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls, and, for the purposes of this definition, "working week" means five working days;

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

"working day" means any day, other than Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Settler's Day, Kruger Day, the Day of the Covenant, Christmas Day, Boxing Day and the days falling within the holiday periods prescribed in clause 33 (1) (a), in respect of which the ordinary hours of work prescribed in clause 29 (1) of this Agreement apply;

"working employer" means a person who himself performs work similar to that carried out by employees in the industry, and who—

(a) is registered as an employer in terms of clause 10, or is subject to such registration; or

(b) is a partner in a partnership which is registered as an employer in terms of clause 10, or is subject to such registration; or

(c) is a director of a company which is registered as an employer in terms of clause 10, or is subject to such registration.

4. TRADE UNION REPRESENTATIVES ON THE COUNCIL

An employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

5. ADMINISTRATION OF AGREEMENT

The Council shall be responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

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

"ongetroude lid" 'n persoon wat bydra tot die Mediese Bystandfonds bedoel in klousule 62 en wat geen afhanklikes het nie;

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

"spesialis" 'n mediese praktisyn of tandarts teenoor wie se naam 'n spesialiteit ingevolge die Wet op Geneesher, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974, geregistreer is en wat as spesialis praktiseer;

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

"geskikte slaapplek" 'n waterdigte skuiling wat stewig toegesluit kan word, met 'n houtvloer en die nodige was- en latrine-geriewe;

"toesighouding", tensy strydig met die samehang van die omskrywing van "ambagsman se assistent, graad II," en/of "arbeider", gelees met die omskrywing van "ambagsman se assistent, graad I," of enige ander spesifieke bepalings van hierdie Ooreenkoms, toesighouding deur 'n werkgewer of 'n werknemer wat minstens die loon ontvang wat in klousule 34 (1) (a) voorgeskryf word;

"taakwerk" 'n werkstelsel waarvolgens die minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of gelever moet word, vasgestel word as 'n voorwaarde van die loon voorgeskryf in klousule 34;

"kwekeling" 'n werknemer wat 'n opleidingstydperk uitdien ingevolge die Wet op Opleiding van Ambagsmanne, Wet 38 van 1951;

"boksteier" 'n werkplatform gestut deur bokke, traplere, driepote of dergelike stutte;

"onbelaste massa" die massa van 'n voertuig of sleepwa soos aangedui in 'n lisensie of sertifikaat wat ten opsigte van sodanige voertuig of sleepwa deur 'n lisensie-oowerheid uitgereik is;

"loon" die bedrag geld wat ingevolge klousule 34 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werkure soos voorgeskryf in klousule 29: Met dien verstande dat—

(i) indien 'n werkgewer 'n werknemer gereeld 'n hoër bedrag as dié voorgeskryf in klousule 34 ten opsigte van sodanige gewone werkure betaal, dié sodanige hoër bedrag beteken;

(ii) die eerste voorbehoudsbepaling nie so uitgelê moet word dat dié besoldiging bedoel of omvat wat 'n werknemer wat in diens is op die grondslag in klousule 27 uiteengesit, ontvang benewens die bedrag wat hy sou ontvang het indien hy nie op so 'n grondslag in diens was nie;

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

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

"natweerskuiling" 'n skuiling wat op so 'n wyse uit waterdigte materiale gebou is dat die okkupeerders in alle omstandighede droog bly en gerieflik is;

"werkdag" enige dag, uitgesonderd Saterdag, Sondag, Nuwejaarsdag, Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag, Gesinsdag en die dae wat in die vakansietydperke val wat in klousule 33 (1) (a) voorgeskryf word, ten opsigte waarvan die gewone werkure wat in klousule 29 (1) van hierdie Ooreenkoms voorgeskryf word, van toepassing is;

"werkende werkgewer" 'n persoon wat self werk doen wat soortgelyk is aan dié wat deur werknemers in die Nywerheid uitgevoer word, en wat—

(a) kragtens klousule 10 as 'n werkgewer geregistreer is, of onderworpe is aan sodanige registrasie; of

(b) 'n vennoot is in 'n vennootskap wat kragtens klousule 10 as 'n werkgewer geregistreer is, of onderworpe is aan sodanige registrasie; of

(c) 'n direkteur is van 'n maatskappy wat as 'n werkgewer kragtens klousule 10 geregistreer is, of onderworpe is aan sodanige registrasie.

4. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

'n Werkgewer moet aan sy werknemers wat verteenwoordigers in die Raad is, alle redelike geriewe verleen om hul pligte in verband met die werk van die Raad na te kom.

5. ADMINISTRASIE VAN OOREENKOMS

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie onbestaanbaar met die bepalings daarvan is nie.

6. EXEMPTIONS

(1) (a) Whenever application is made for, or whenever circumstances exist which, in the opinion of the Council, justify the exemption of any person or person from one or more or all of the provisions of this Agreement, the Council may, if it deems it expedient to do so and subject to the proviso to section 51 (3) of the Act, grant exemption from one or more or all of such provisions to or in respect of that person or persons, for such period and subject to such terms and conditions as it may determine.

(b) The period for which any such exemption is granted may commence on a date prior to that date on which the exemption is granted but not earlier than the date on which the application was made or the said circumstances were brought to the Council's notice, as the case may be.

(2) The terms and conditions of an exemption granted under subclause (1) (a) shall be incorporated in the licence of exemption, signed by the Secretary, and a copy thereof shall be transmitted to such person or persons as the Council considers necessary.

(3) Any exemption granted to or in respect of a person or persons under this subclause, shall exempt any employer who employs such person or persons from the relevant provisions of the Agreement to the extent specified in the licence of exemption, and the terms and conditions incorporated in the licence of exemption shall be binding upon the person or persons to or in respect of whom the exemption was granted, and, if that person is an employee, upon every person who employs him.

(4) Any exemption granted under this subclause may at any time be withdrawn or amended by the Council.

7. AGENTS

(1) The Council may appoint one or more persons as agent or agents to assist in giving effect to the terms of this Agreement.

(2) An agent shall have the following powers (insofar as these powers concern only persons who are members of the employers' organisation or trade unions):

(a) To enter any premises or place, in which the Building Industry is carried on, at any time, when he has reasonable cause to believe that any person is employed therein;

(b) to question, in the presence of, or apart from others, as he deems fit, regarding matters relating to this Agreement any person whom he finds in or about the premises or place and to require such person to answer the questions;

(c) to require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(3) When exercising the powers conferred upon him by subclause (2) of this clause, an agent may be accompanied by an interpreter.

(4) Every employer who, or employers' organisation or trade union which is a party to the Council and all person 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) of this clause.

8. WAIVING PROVISIONS OF AGREEMENT

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions.

9. ULTRA VIRES PROVISIONS IN AGREEMENT

In the event of any provisions, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

10. REGISTRATION OF EMPLOYERS

In addition to complying with the provisions of section 59 of the Act—

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

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

6. VRYSTELLINGS

(1) (a) Wanneer aansoek daarom gedoen word, of wanneer omstandighede sodanig is dat, na die mening van die Raad, die vrystelling van enige persoon of persone van een of meer van of al die bepalings van hierdie Ooreenkoms, geregverdig is, kan die Raad, as hy dit dienstig ag, en behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet vrystelling van een of meer van of al sodanige bepalings verleen aan of ten opsigte van sodanige persoon of persone, vir die tydperk en onderworpe aan die voorwaardes wat hy mag vasstel.

(b) Die tydperk waarvoor sodanige vrystelling verleen word, kan begin op 'n datum voor die datum waarop die vrystelling toegestaan word maar nie vóór die datum waarop die aansoek gedoen is of genoemde omstandighede onder die Raad se aandag gebring is nie, na gelang van die geval.

(2) Die voorwaardes van 'n vrystelling toegestaan ingevolge subklousule (1) (a) moet ingelyf word in die vrystellingstifikaat, onderteken deur die Sekretaris, en 'n kopie daarvan moet gestuur word aan sodanige persoon of persone as wat die Raad nodig ag.

(3) Enige vrystelling ingevolge hierdie klousule toegestaan aan of ten opsigte van 'n persoon of persone, stel enige werkgever wat sodanige persoon of persone in diens het, vry van die betrokke bepalings van die Ooreenkoms in die mate wat in die vrystellingstifikaat gespesifiseer word, en die voorwaardes in die vrystellingstifikaat vervat, is bindend vir die persoon of persone aan of ten opsigte van wie die vrystelling verleen is, en as daardie persoon 'n werknemer is, vir elke persoon wat hom in diens neem.

(4) Enige vrystelling wat ingevolge hierdie subklousule verleen word, kan te eniger tyd deur die Raad ingetrek of gewysig word.

7. AGENTE

(1) Die Raad kan een of meer persone as agent of agente aanstel om behulpzaam te wees met die implementering van hierdie Ooreenkoms.

(2) 'n Agent het die volgende bevoegdhede (vir sover dié bevoegdhede slegs betrekking het op lede van die werkgewers-organisatie of vakverenigings):

(a) Om enige perseel of plek waarin die Bounywerheid uitgeoefen word te eniger tyd binne te gaan wanneer hy redelike vermoede het om te glo dat iemand daarin in diens is;

(b) om enige persoon wat hy in of by die perseel of plek vind, in die teenwoordigheid van ander persone of eenkant, soos hy goedvind, te ondervra oor sake in verband met hierdie Ooreenkoms en om van sodanige persoon te vereis om op die vrae te antwoord;

(c) om te vereis dat alle boeke, tydstaats, registers of dokumente wat nodig mag wees om vas te stel of hierdie Ooreenkoms nagekom word, aan hom oorhandig word, om dit na te gaan, te bestudeer of afskrifte daarvan te maak.

(3) Wanneer 'n agent die bevoegdhede uitoefen wat aan hom by subklousule (2) van hierdie klousule verleen word, kan hy deur 'n tolk vergesel word.

(4) Elke werkgever, werkgewersorganisasie of vakvereniging wat 'n party by die Raad is en almal wat lede van dié werkgewers-organisasie of vakvereniging is, moet die agent alle geriewe verleen om hom in staat te stel om die bevoegdhede uit te oefen wat kragtens subklousules (2) en (3) van hierdie klousule aan hom verleen word.

8. AFSIEN VAN BEPALINGS VAN OOREENKOMS

Geen werkgever of werknemer mag van die bepalings van hierdie Ooreenkoms afsien nie, ongeag of genoemde bepalings 'n voordeel skep vir of 'n verpligting plaas op die betrokke werkgever of werknemer. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, wat onafhanklik is van die bestaan van ander bepalings.

9. BEPALINGS IN OOREENKOMS WAT ULTRA VIRES IS

Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig is of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref, hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet, raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

10. REGISTRASIE VAN WERKGEWERS

Benewens nakoming van artikel 59 van die Wet—

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

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

furnish to the Secretary of the Council a written statement, which shall be in the form of Annexure A to this Agreement, setting forth his full name, and, if the employer is a partnership, the full names of the partners, and, if the employer is a company, the full names of its secretary and its directors and managers, the name under and the address at which he or it carries on business and such other particulars as may be required by the Council: Provided that an employer who is the holder of a current certificate of registration issued under the provisions of clause 5 of the Agreement published under Government Notice R. 3688 of 7 November 1969, as amended and extended, shall be deemed to have complied with the provisions of this subclause;

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

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

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

(5) (a) every registered employer shall, in the event of any change in the particulars furnished by him in terms of subclause (1), or in the event of the sequestration of his estate, or, if the employer is a company, of the winding-up of the company, or in the event of the transfer or abandonment of the business in the Industry, furnish to the Secretary of the Council within 14 days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement a written statement setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be;

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

11. WAGE GUARANTEE

(1) Every employer in the Building Industry at the date on which this Agreement comes into operation, who has not already lodged a guarantee with the Council in pursuance of a previous agreement, and every employer who enters the Industry after that date shall, within 21 days of such date, or of the date on which such employer commences operations, as the case may be, or within such further period as may be allowed by the Council, lodge with the Council a guarantee acceptable to the Council: Provided that—

(a) the amount of the guarantee to be lodged with the Council by each employer in terms of this clause shall be assessed by the Council in the manner prescribed in subclause (2);

(b) the amount of any guarantee lodged with the Council by an employer in terms of this clause may be increased or reduced by the Council in the manner prescribed in subclause (3);

(c) a guarantee lodged with the Council in terms of this clause may be utilised by the Council for the purpose described in subclause (4).

(2) The amount of any guarantee to be lodged with the Council in terms of this clause shall be assessed by calculating the total amount required to cover the payment of the applicable amounts specified hereunder, in respect of each employee of an employer:

(a) Two weeks' wages as prescribed in clause 34;

(b) two weeks' supplementary remuneration and contributions as prescribed in clauses 44 and 59:

Provided that the amount of any guarantee assessed in accordance with the provisions of this subclause shall not be less than R200.

(3) (a) In the event of any employer increasing the number of his employees at any time after the amount of his guarantee has been assessed by the Council, such employer shall, within 21 days of the date on which the Council notifies such employer, or within such further period as may be allowed by the Council, increase the amount of his guarantee to the amount re-assessed by the Council, in accordance with the provisions of subclause (2), in relation to the increased number of employees.

(b) The Council shall likewise permit an employer to reduce the amount of his guarantee where a reduction in the number of employees employed by such employer warrants a reduction: Provided that—

(i) no such reduction shall be permitted by the Council unless such employer has applied to the Council, in writing, for the amount of such guarantee to be reduced; and

aan die Sekretaris van die Raad 'n skriftelike opgawe voorlê in die vorm van Aanhangsel A van hierdie Ooreenkoms, met vermelding van die werkgewer se volle naam, en indien die werkgewer 'n vennootskap is, die volle name van al die vennote, en indien die werkgewer 'n maatskappy is, die volle name van die sekretaris en die direkteure en bestuurders daarvan, die name waaronder en die adres waarby hy die besigheid drijf en alle ander besonderhede wat die Raad mag vereis: Met dien verstande dat 'n werkgewer wat in besit is van 'n geldige registrasiesertifikaat ingevolge klousule 5 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 3688 van 7 November 1969, soos gewysig en verleng, geag word hierdie subklousule na te gekom het.

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

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

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

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

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

11. LOONWAARBORG

(1) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree in die Bounywerheid is en nie reeds ingevolge 'n vorige ooreenkoms 'n waarborg by die Raad ingedien het nie, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne 21 dae vanaf sodanige datum of vanaf die datum waarop sodanige werkgewer met sy werksaamhede begin, na gelang van die geval, of binne sodanige verdere tydperk as wat die Raad toelaat, 'n waarborg wat vir die Raad aanvaarbaar is, by die Raad indien: Met dien verstande dat—

(a) die bedrag van die waarborg wat elke werkgewer kragtens hierdie klousule by die Raad moet indien, deur die Raad, op die wyse in subklousule (2) voorgeskryf, bepaal moet word;

(b) die bedrag van enige waarborg wat 'n werkgewer kragtens hierdie klousule by die Raad ingedien het, deur die Raad, op die wyse in subklousule (3) voorgeskryf, verhoog of verminder kan word;

(c) 'n waarborg wat ingevolge hierdie klousule by die Raad ingedien is, deur die Raad gebruik kan word vir die doel in subklousule (4) beskryf.

(2) Die bedrag van enige waarborg wat kragtens hierdie klousule by die Raad ingedien moet word, word bepaal deur die totale bedrag te bereken wat nodig is om betaling van die toepaslike bedrae hieronder gespesifiseer, ten opsigte van elke werknemer in diens van 'n werkgewer, te dek:

(a) Twee weke se loon soos in klousule 34 voorgeskryf;

(b) twee weke se aanvullende besoldiging en bydraes soos in klousules 44 en 59 voorgeskryf:

Met dien verstande dat die bedrag van enige waarborg wat ooreenkomstig hierdie subklousule bepaal word, minstens R200 moet wees.

(3) (a) Indien 'n werkgewer die getal werknemers in sy diens op enige tydstep uitbrei nadat die bedrag van sy waarborg deur die Raad bepaal is, moet sodanige werkgewer binne 21 dae vanaf die datum waarop die Raad hom in kennis stel, of binne sodanige verdere tydperk as wat die Raad toelaat, die bedrag van sy waarborg verhoog tot die bedrag wat die Raad ooreenkomstig subklousule (2) weer bepaal het in verhouding tot die verhoogde getal werknemers.

(b) Die Raad moet eweneens 'n werkgewer toelaat om die bedrag van sy waarborg te verminder waar 'n afname in die getal werknemers in die diens van sodanige werkgewer 'n vermindering regverdig: Met dien verstande dat—

(i) so 'n vermindering nie deur die Raad toegelaat word nie tensy sodanige werkgewer skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg; en

(ii) the amount of such guarantee shall not be reduced to less than R200.

(c) No increase or reduction of the amount of any guarantee in accordance with the provisions of paragraphs (a) and (b) shall be required or permitted at intervals of less than six months.

(4) The Council shall be entitled to utilise any guarantee lodged by an employer with the Council in terms of this clause, to pay any amount which may be due to the Council by such employer in terms of clauses 44 and 59, or to pay any remuneration which may be due to any one or more employees of such employer, if the Council is satisfied that such remuneration is due and owing to such employees and has not been paid to such employees by such employer: Provided that—

(a) the total claim in respect of any one employee may exceed the calculated amounts and periods prescribed in subclause (2); and

(b) the total claim in respect of any one or more employees shall not exceed the total amount of the guarantee lodged with the Council.

(5) A guarantee lodged with the Council in pursuance of a previous agreement, and held by the Council at the date on which this Agreement comes into operation, shall be deemed to have been lodged with the Council in accordance with the provisions of this clause.

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

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

12. TIME AND WAGE RECORDS TO BE KEPT BY EMPLOYERS

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

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

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

13. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES

(1) Every employer shall—

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

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

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

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

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

14. NOTICE BOARDS

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board of a size not less than 600 mm by 450 mm or a notice board approved by the Council showing clearly in letters not less than 50 mm in height and in material of a durable nature—

(a) the name of such employer or partnership;

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

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

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

(ii) die bedrag van sodanige waarborg nie tot minder as R200 verminder mag word nie.

(c) Geen vermeerdering of vermindering van die bedrag van enige waarborg ingevolge paragrawe (a) en (b) mag met tussenpose van minder as ses maande vereis of toegelaat word nie.

(4) Die Raad is daarop geregtig om enige waarborg wat 'n werkgewer kragtens hierdie klousule by hom indien, te gebruik om enige bedrag te betaal wat sodanige werkgewer kragtens klousule 44 en 59 aan die Raad verskuldig is, of om enige besoldiging te betaal wat aan een of meer van sodanige werkgewer se werknemers verskuldig is, indien die Raad daarvan oortuig is dat sodanige besoldiging aan sodanige werknemers verskuldig en betaalbaar is en nie reeds deur sodanige werkgewer aan hulle betaal is nie: Met dien verstande dat—

(a) die totale eis ten opsigte van een werknemer meer mag wees as die berekende bedrae en tydperke voorgeskryf in subklousule (2); en

(b) die totale eis ten opsigte van een of meer werknemers nie meer mag wees nie as die totale bedrag van die waarborg wat by die Raad ingedien is.

(5) 'n Waarborg wat ingevolge 'n vorige ooreenkoms by die Raad ingedien is en in die Raad se besit is op die datum waarop hierdie ooreenkoms in werking tree, word geag by die Raad ingedien te gewees het ooreenkomstig hierdie klousule.

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

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

12. TYD- EN LOONREGISTERS WAT WERKGEWERS MOET BYHOU

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

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

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

13. VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS

(1) Elke werkgewer moet—

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

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

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

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

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

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

14. KENNISGEWINGBORDE

(1) Elke werkgewer en alle werkgewers wat in vennootskap werk, moet 'n kennisgewingbord in 'n opvallende plek, wat vir die publiek toeganklik is, vertoon op elke plek waar hy of hulle bouwerksaamhede verrig. Die kennisgewingbord moet minstens 600 mm by 450 mm groot wees of deur die Raad goedgekeur wees, en moet in letters wat minstens 50 mm hoog en van 'n duursame materiaal is, die volgende besonderhede duidelik aangee:

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

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

(c) in die geval van 'n werkgewer wat lid van die werkgewers-organisasie is, die feit dat hy 'n lid daarvan is.

(2) Subklousule (1) is slegs van toepassing op take wat sewe agtereenvolgende werkdade of langer duur.

15. STATEMENTS TO BE FURNISHED BY EMPLOYERS

(1) Every employer liable to pay contributions to the Secretary of the Council in terms of clauses 44, 59, 64 and 65 shall, not later than Friday in each week or within such further period as the Council may allow, forward to the Secretary of the Council, together with the amount of the contributions he is required to pay, a statement which shall be in the form of and contain the particulars specified in Annexure C to this Agreement.

(2) The statement referred to in subclause (1) shall be supplied by the Council free of charge to the employer.

16. ENGAGEMENT OF EMPLOYEES

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

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

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

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

(a) to a general foreman;

(b) to employers and employees engaged on electrical installation;

(c) to apprentices, trainees, learner artisans and to employees for whom wages are prescribed in clause 34 (1), (b), (c), (d), (e), (f), (g), (h), (i), (j) and (k);

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

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

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

17. REGISTRATION OF ARTISANS

(1) (a) An employee for whom wages are prescribed in clause 34 (1) (a) of this Agreement, who has not been issued with a certificate of registration by the Council and who has either—

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

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

(iii) completed a learnership contract in terms of clause 20 of this Agreement; or

(iv) been employed in the Building Industry, in any one of the trades designated under the Apprenticeship Act, 1944, for at least five consecutive years;

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate.

(b) The Council shall issue a certificate of registration to an employee who complies with the provisions of paragraph (a).

(2) A certificate of registration issued to an employee in pursuance of a previous agreement, shall be deemed to have been issued by the Council to such employee in accordance with the provisions of this clause.

(3) (a) Any person who does not fall within the categories mentioned in subclause (1) or (2) shall, if desirous of applying for a certificate of registration, furnish the Council with such documentary or such practical proof as the Council may deem necessary to substantiate the applicant's qualification for a certificate.

(b) The Council may, at its discretion, issue a certificate of registration to a person referred to in paragraph (a).

15. OPGAWES WAT WERKGEWERS MOET VOORLÊ

(1) Elke werkgewer wat ingevolge klousules 44, 59, 64 en 65 bydraes aan die Sekretaris van die Raad moet betaal, moet voor of op die Vrydag van elke week of binne sodanige verdere tydperk as wat die Raad toelaat, aan die Sekretaris van die Raad 'n opgawe voorlê in die vorm van en met die besonderhede uiteengesit in Aanhangsel C van hierdie Ooreenkoms, saam met die bedrag van die bydraes wat hy moet betaal.

(2) Die opgawe in subklousule (1) bedoel, moet deur die Raad kosteloos aan die werkgewer verskaf word.

16. INDIENSNEMING VAN WERKNEMERS

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

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

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

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

(a) op 'n algemene voorman;

(b) op werkgewers en werknemers wat elektriese installeringswerk verrig;

(c) op vakleerlinge, kwekelinge, leerlingambagsmanne en werknemers vir wie lone in klousule 34 (1) (b), (c), (d), (e), (f), (g), (h), (i), (j) en (k) voorgeskrif word;

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

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

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

17. REGISTRASIE VAN AMBAGSMANNE

(1) (a) 'n Werknemer vir wie lone in klousule 34 (1) van hierdie Ooreenkoms voorgeskrif word, aan wie die Raad nie 'n registrasiesertifikaat uitgereik het nie en wat of—

(i) 'n vakleerlingkontrak voltooi het ingevolge die Wet op Vakleerlinge, 1944; of

(ii) 'n vaardigheidssertifikaat ingevolge artikel 6 of 'n bedryfsertifikaat ingevolge artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, ontvang het; of

(iii) 'n leerkontrak voltooi het ingevolge klousule 6 (2) of klousule 20 van hierdie Ooreenkoms; of

(iv) minstens vyf agtereenvolgende jare in diens wat in die Bounywerheid in enigeen van die ambagte ingevolge die Wet op Vakleerlinge, 1944, aangewys;

moet by die Raad in sodanige vorm as wat die Raad van tyd tot tyd voorskryf, aansoek doen om 'n registrasiesertifikaat en sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.

(b) Die Raad moet 'n registrasiesertifikaat uitreik aan 'n werknemer wat paragraaf (a) nakom.

(2) 'n Registrasiesertifikaat wat ingevolge 'n vorige ooreenkoms aan 'n werknemer uitgereik is, word geag deur die Raad aan sodanige werknemer ooreenkomstig hierdie klousule uitgereik te gewees het.

(3) (a) Enigeen wat nie binne die kategorieë genoem in subklousule (1) of (2) val nie moet, indien hy om 'n registrasiesertifikaat aansoek wil doen, dié dokumentêre of praktiese bewys aan die Raad voorlê wat die Raad nodig ag om te bewys dat die aansoeker op 'n sertifikaat geregtig is.

(b) Die Raad kan na goëdvinde 'n registrasiesertifikaat uitreik aan 'n persoon in paragraaf (a) bedoel.

(4) Every employee who has been issued with a certificate in terms of subclause (1), (2) or (3) shall, upon accepting employment in the Industry, produce such certificate to his employer.

(5) No employer shall employ as an artisan any person unless such person produces a certificate issued to him in terms of this clause: Provided that this shall not apply if the employee produces to the employer proof from the Council that application has been made for a certificate of registration in terms of subclause (1) or (3), in which event such employee shall not be employed for a period exceeding one month from the date of his application to the Council, without a certificate of registration.

(6) Any certificate issued in terms of this clause shall be retained by the employee, and such employee shall—

(a) on being requested to do so by an agent, produce such certificate to the agent;

(b) on being requested to do so by the Council, surrender the certificate to the Council.

(7) The Council shall have the power to amend, revoke or withdraw a certificate issued in terms of this clause, and in such circumstances the Council's decision shall be final.

(8) Notwithstanding anything to the contrary in this clause, no person who is in terms of any determination made by the Minister in terms of section 77 of the Act or by virtue of the Bantu Building Workers Act, 1951, prohibited from performing the operations set out in the definition of "artisan" shall be registered as an artisan unless exemption has been granted by the Minister permitting of his employment on such work.

(9) The provisions of subclause (1) (a) (iii) and (iv) and subclause (3) shall not apply to the trade "electrical wireman".

18. PREMIUMS

No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that the provisions of this clause shall not apply in respect of any payments made to an employer by the fund referred to in clause 65.

19. EMPLOYMENT OF JUVENILES

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

20. EMPLOYMENT OF LEARNER ARTISANS

(1) No employer shall employ any person as a learner artisan 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 artisan shall be made to the Council by the employer who shall furnish *inter alia*—

(a) the full name and age of the person concerned;

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

(c) the number of learner artisans in his employ who are already learning the work;

(d) the number of employees, other than learner artisans in his employ, who are engaged on such work; and

(e) the average number of employees, other than learner artisans, over the previous 12 months.

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

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

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

21. EMPLOYMENT OF ARTISAN'S ASSISTANTS, GRADE I

(1) No employer shall employ any person other than a charge-hand, artisan, apprentice, trainee, learner artisan or minor on any of the operations mentioned in the definition of "artisan's assistant, Grade I," without the written consent of the Council and unless such employer has obtained from the Council a certificate of registration for such person.

(4) Elke werknemer aan wie 'n sertifikaat kragtens subklousule (1), (2) of (3) uitgereik is, moet dié sertifikaat aan sy werkgever toon sodra hy diens in die Nywerheid aanvaar.

(5) Geen werkgever mag enigeen as ambagsman in diens neem nie, tensy so 'n persoon 'n sertifikaat toon wat kragtens hierdie klousule aan hom uitgereik is: Met dien verstande dat hierdie bepaling nie van toepassing is nie indien die werknemer aan die werkgever bewys van die Raad af kan lewer dat hy aansoek gedoen het om 'n registrasiesertifikaat ingevolge subklousule (1) of (3) en in dié geval mag so 'n werknemer sonder 'n registrasiesertifikaat nie in diens geneem word vir 'n tydperk van langer as een maand vanaf die datum van sy aansoek by die Raad nie.

(6) Enige sertifikaat uitgereik kragtens hierdie klousule moet deur die werknemer behou word, en sodanige werknemer moet—

(a) wanneer 'n agent daarom vra, sodanige sertifikaat aan die agent toon; en

(b) wanneer die Raad daarom vra, die sertifikaat aan die Raad gee.

(7) Die Raad het die bevoegdheid om 'n sertifikaat wat ingevolge hierdie klousule uitgereik is, te wysig of in te trek en in dié geval is die Raad se besluit finaal.

(8) Ondanks andersluidende bepalings in hierdie klousule, mag geen persoon wat ingevolge 'n vasstelling deur die Minister gemaak kragtens artikel 77 van die Wet of uit hoofde van die Wet op Bantoebouwerkers, 1951, verbied word om die werksaamhede te verrig wat uiteengesit is in die omskrywing van "ambagsman" as 'n ambagsman geregistreer word nie, tensy vrystelling deur die Minister verleen is waarvolgens hy vir sodanige werk in diens geneem mag word.

(9) Subklousule (1) (a) (iii) en (iv) en subklousule (3) is nie op die ambag "elektrotegniese draadwerker" van toepassing nie.

18. PREMIES

Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgever betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie klousule nie van toepassing is op enige betalings aan 'n werkgever deur die fonds wat in klousule 65 bedoel word nie.

19. INDIENSNEMING VAN JEUGDIGES

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

20. INDIENSNEMING VAN LEERLINGAMBAGSMANNE

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

(2) Die werkgever moet by die Raad aansoek doen om toestemming om 'n leerlingambagsman in diens te neem en moet onder andere die volgende besonderhede verstrek:

(a) Die volle naam en die ouderdom van die betrokke persoon;

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

(c) die getal leerlingambagsmanne in sy diens wat reeds besig is om die werk te leer;

(d) die getal werknemers, uitgesonderd leerlingambagsmanne in sy diens, wat sodanige werk verrig; en

(e) die gemiddelde getal werknemers, uitgesonderd leerlingambagsmanne wat die vorige 12 maande in sy diens was.

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

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

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

21. INDIENSNEMING VAN AMBAGSMAN SE ASSISTENTE, GRAAD I

(1) Geen werkgever mag 'n persoon, uitgesonderd 'n onderbaas, ambagsman, vakleerling, kwekeling, leerlingambagsman of minderjarige, vir enigeen van die werksaamhede genoem in die omskrywing van "ambagsman se assistent, graad I," in diens neem nie, tensy hy die skriftelike toestemming van die Raad daartoe verkry het en tensy dié werkgever 'n registrasiesertifikaat vir so 'n persoon van die Raad verkry het.

(2) Application for permission to employ an artisan's assistant, Grade I, shall be made by the employer in the form of Annexure D to this Agreement and such application shall be lodged with the Secretary of the Council.

(3) The Council may, in its discretion and subject to the provisions of subclause (4), grant any application lodged with the Secretary in terms of subclause (2) for such period and on such site or sites and on such conditions as it may from time to time determine with a view to ensuring proper control of the employment of artisan's assistants, Grade I, and to securing the preferential employment of available artisans.

(4) No employer shall be permitted by the Council to employ an artisan's assistant, Grade I, unless such employer employs at least two artisans in the trade and on the site where the prospective artisan's assistant, Grade I, is to be employed, and the number of artisan's assistants, Grade I, employed by an employer in any one of the trades or any branch of a trade specified in the definition of "artisan's assistant, Grade I," shall at no time exceed the number specified in Column II of the Schedule hereunder while the number of artisans employed in such trade and on such site shall not exceed the number specified in Column I of the said Schedule.

SCHEDULE

Column I	Column II
Number of artisans actively engaged in each trade or branch of a trade	Maximum number of artisan's assistants, Grade I, which may be employed in each trade or branch of a trade
1	Nil
2	1
3	1
4	2
5	2
6	3
7	3
8	4
9	4
10	5
11	5
12	6
13	6
14	7
15	7
16 and over	8

(5) The Secretary of the Council shall issue to every employee registered as an artisan's assistant, Grade I, a certificate of registration in such form as may be prescribed by the Council.

(6) Any certificate of registration issued in terms of subclause (5) shall be retained by the employer and such employer shall on being requested to do so by the Council, surrender the certificate to the Council.

(7) The Council shall have the power to amend or withdraw a certificate of registration issued in terms of subclause (5) and in such circumstances the Council's decision shall be final.

(8) Partners and/or owners who are artisans as defined in this Agreement shall not be recognised as artisans for the purposes of this clause.

22. EMPLOYMENT OF LEARNER ELECTRICAL CONDUIT INSTALLERS

(1) No employer shall employ any person as a learner electrical conduit installer unless such person is—

(a) registered with the Council for the purpose of receiving training as an electrical conduit installer; and

(b) the holder of a provisional registration certificate issued in terms of section 13 of the Electrical Wireman and Contractors Act, 1939.

(2) (a) Any employer who desires to register a learner electrical conduit installer shall make written application to the Council and shall submit to the Council, together with such application, a certified copy of the registration certificate issued to the prospective learner in terms of section 13 of the Electrical Wireman and Contractors Act, 1939.

(b) The Council may, if it is satisfied that the employer is entitled to employ a learner electrical conduit installer, register the prospective learner.

(c) The period of registration with the Council shall not exceed 12 months, except as provided in paragraph (e) hereof.

(d) During the period of registration with the Council the learner electrical conduit installer shall undertake a qualifying examination for a certificate of registration issued in terms of section 11 (2) (b) of the Electrical Wireman and Contractors Act, 1939.

(e) The period of registration with the Council may be extended for one further period not exceeding one year with the approval of the Council.

(2) Die werkgewer moet aansoek om verlof om 'n ambagsman se assistent, graad I, in diens te neem in die vorm van Aanhangsel D van hierdie Ooreenkoms doen en dié aansoek by die Sekretaris van die Raad indien.

(3) Die Raad kan na goeddunke en behoudens subklousule (4) 'n aansoek wat ingevolge subklousule (2) by die Sekretaris ingedien is vir sodanige tydperk en op sodanige terrein of terreine en op sodanige voorwaardes toestaan as wat hy van tyd tot tyd bepaal om sodoende behoorlike beheer oor die indiensneming van ambagsman se assistente, graad I, asook die voorkeurindiensneming van beskikbare ambagsmanne te verseker.

(4) Die Raad mag geen werkgewer toelaat om 'n ambagsman se assistent, graad I, in diens te neem nie tensy dié werkgewer minstens twee ambagsmanne in diens het in die ambag en op dié terrein waar die voornemende ambagsman se assistent, graad I, in diens geneem staan te word, en die getal ambagsman se assistente, graad I, in diens by 'n werkgewer in engeen van die ambagte of 'n vertakking van 'n ambag wat gespesifiseer word in die omskrywing van "ambagsman se assistent, graad I," mag te gener tyd meer wees as die getal in kolom II van onderstaande Bylae voorgeskryf nie, terwyl die getal ambagsmanne in diens in sodanige ambag en op sodanige terrein nie meer mag wees as die getal in kolom I van genoemde Bylae voorgeskryf nie.

BYLAE

Kolom I	Kolom II
Getal ambagsmanne aktief in diens in elke ambag of vertakking van 'n ambag	Maksimum getal ambagsman se assistente, graad I, wat in elke ambag of vertakking van 'n ambag in diens mag wees
1	Nil
2	1
3	1
4	2
5	2
6	3
7	3
8	4
9	4
10	5
11	5
12	6
13	6
14	7
15	7
16 en meer	8

(5) Die Sekretaris van die Raad moet aan elke werknemer wat as 'n ambagsman se assistent, graad I, geregistreer is 'n registrasiesertifikaat uitreik in sodanige vorm as wat die Raad voorskryf.

(6) Die werkgewer moet elke registrasiesertifikaat uitgereik ingevolge subklousule (5) bewaar, en so 'n werkgewer moet op versoek van die Raad die sertifikaat aan die Raad gee.

(7) Die Raad het die bevoegdheid om 'n registrasiesertifikaat wat ingevolge subklousule (5) uitgereik is, te wysig of in te trek, en in so 'n geval is die Raad se beslissing finaal.

(8) Vennote en/of eienaars wat ambagsmanne is soos in hierdie Ooreenkoms omskryf, word vir die toepassing van hierdie klousule nie as ambagsmanne erken nie.

22. INDIENSMENING VAN LEERLINGINSTALLEERDERS VAN ELEKTRIESE LEIPYPE

(1) Geen werkgewer mag iemand as leerlinginstalleerder van elektriese leipype in diens neem nie tensy so 'n persoon—

(a) by die Raad geregistreer is ten einde opleiding as 'n installeerder van elektriese leipype te ontvang; en

(b) 'n voorlopige registrasiesertifikaat het wat ingevolge artikel 13 van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, uitgereik is.

(2) (a) 'n Werkgewer wat 'n leerlinginstalleerder van elektriese leipype wil laat registreer, moet skriftelik by die Raad aansoek doen 'n saam met die aansoek aan die Raad 'n gewaarmerkte kopie voorlê van die registrasiesertifikaat wat ingevolge artikel 13 van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, aan die voornemende leerling uitgereik is.

(b) Die Raad kan die voornemende leerling registreer as hy oortuig is dat die werkgewer daarop geregtig is om 'n leerlinginstalleerder van elektriese leipype in diens te neem.

(c) Die registrasietydperk by die Raad mag hoogstens 12 maande wees, behalwe soos in paragraaf (e) hiervan bepaal.

(d) Die leerlinginstalleerder van elektriese leipype moet gedurende die registrasietydperk by die Raad 'n kwalifiserende eksamen aflê vir 'n registrasiesertifikaat wat uitgereik word ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939.

(e) Die registrasietydperk by die Raad kan met die goedkeuring van die Raad vir een verdere tydperk van hoogstens een jaar verleng word.

23. PROHIBITED EMPLOYMENT

(1) No person other than a chargehand, artisan, apprentice, trainee, learner artisan or minor shall be employed on any of the operations mentioned in the definition of "artisan" except that an artisan's assistant, Grade I, may perform such operations to the extent set out in the definition of that class of employee.

(2) Subject to the provisions of clause 17 (8), no person other than a chargehand, artisan, apprentice, trainee, learner artisan or minor, shall be employed on any of the operations mentioned in the definition of "artisan's assistant, Grade I," unless he has been permitted by the Council to perform the relevant operations.

(3) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the employment of a person shall be deemed to relieve the employer from paying the remuneration prescribed and observing the conditions which he would have had to pay or observe had such employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such employment had not been prohibited.

24. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Subject to the provisions of this clause, an employer or his employee who desires to terminate the contract of employment, shall give—

(a) during the first four weeks of employment, not less than two hours' notice; and

(b) after the first four weeks of employment, not less than one work day's notice;

of termination of the contract: Provided that an employer or employee may at any time terminate the contract of employment without notice by paying to the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice an amount of not less than—

(i) in the case of two hours' notice, double the hourly wage which the employee is receiving at the time of such termination; and

(ii) in the case of a work day's notice, the daily wage which the employee is receiving at the time of such termination.

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

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

(b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in subclause (1);

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

(3) Where there is in existence such an agreement as is referred to in subclause (2) (b), the payment or forfeiture referred to in subclause (1) shall be commensurate with the period of notice agreed upon between the employer and the employee.

(4) The notice prescribed in subclause (1) may be given on any work day: Provided that—

(i) the period of such notice shall not run concurrently with and notice shall not be given during an employee's absence on leave granted in terms of clause 33;

(ii) notice shall not be given during an employee's absence on sick leave;

(iii) where only two hours' notice is required to be given, the period of such notice shall become operative at the commencement of the last two hours before finishing time on the day in respect of which the notice is given.

25. LABOUR ONLY CONTRACTS

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

(2) No employee shall undertake and/or perform work on a "labour only" contract basis.

26. PIECE-WORK AND TASK WORK

(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.

(2) The provisions of this clause shall apply notwithstanding the fact that the employee may supply a small quantity of the material or plant required.

27. INCENTIVE SCHEMES

(1) Notwithstanding the provisions of clause 26, an employer may introduce and operate a system of incentive payments: Provided that—

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

23. VERBOD OP INDIENSNEEMING

(1) Niemand, uitgesonderd 'n onderbaas, ambagsman, vakleerling, kwekeling, leerlingambagsman of minderjarige, mag in diens geneem word vir enigeen van die werksaamhede in die omskrywing van "ambagsman" gemeld nie, maar 'n ambagsman se assistent, graad I, mag sodanige werksaamhede verrig in soverre dit in die omskrywing van dié klas werknemer uiteengesit is.

(2) Behoudens klousule 17 (8) mag niemand, uitgesonderd 'n onderbaas, ambagsman, vakleerling, kwekeling, leerlingambagsman of minderjarige, in diens geneem word vir enigeen van die werksaamhede in die omskrywing van "ambagsman se assistent, graad I," gemeld nie tensy hy deur die Raad toegelaat is om die betrokke werksaamhede te verrig.

(3) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms word geen bepaling wat iemand se indiensneming verbied, geag 'n werkgever te onthef van die betaling van die voorgeskrewe besoldiging en van die nakoming van die voorwaardes wat hy sou moet betaal of nagekom het indien sodanige indiensneming nie verbode was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming nie verbode was nie.

24. BEÏNDIGING VAN DIENSKONTRAK

(1) Behoudens hierdie klousule, moet 'n werkgever of sy werknemer wat die dienskontrak wil beëindig—

(a) gedurende die eerste vier weke diens minstens twee uur; en

(b) na die eerste vier weke diens minstens een werkdag; kennis gee van beëindiging van die dienskontrak: Met dien verstande dat 'n werkgever of werknemer te eniger tyd die dienskontrak sonder kennisgewing kan beëindig deur in plaas van sodanige kennisgewing aan die werknemer te betaal of aan die werkgever te betaal of te verbeur, na gelang van die geval, 'n bedrag van minstens—

(i) in die geval van twee uur kennisgewing, twee maal die uurloon wat die werknemer ten tyde van sodanige beëindiging ontvang; en

(ii) in die geval van een werkdag kennisgewing, die dagloon wat die werknemer ten tyde van sodanige kennisgewing ontvang.

(2) Subklousule (1) raak nie—

(a) die reg van 'n werkgever of 'n werknemer om die kontrak om 'n regsgeldige rede sonder kennisgewing te beëindig nie;

(b) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n kennisgewingtydperk van gelyke duur vir albei partye wat lange is as dié in subklousule (1) voorgeskryf nie;

(c) die inwerkingtreding van verbeurings of boetes wat regtens van toepassing mag wees op 'n werknemer wat dros nie.

(3) Waar daar 'n ooreenkoms bestaan soos in subklousule (2) (b) bedoel, is die betaling of verbeuring in subklousule (1) bedoel eweredig aan die kennisgewingtydperk waarop die werkgever en die werknemer ooreengekom het.

(4) Die kennisgewing in subklousule (1) voorgeskryf, kan op enige werkdag gegee word: Met dien verstande dat—

(i) sodanige kennisgewingstermyn nie mag saamval met en kennis nie gegee mag word tydens 'n werknemer se afwesigheid met verlof ingevolge klousule 33 toegestaan nie;

(ii) kennis nie tydens 'n werknemer se afwesigheid met siekteverlof gegee mag word nie;

(iii) waar slegs twee uur kennis gegee moet word, sodanige kennisgewingstermyn in werking tree by die aanvang van die laaste twee uur voor uitskeityd op die dag ten opsigte waarvan die kennis gegee word.

25. KONTRAK VIR SLEGS ARBEID

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

(2) Geen werknemer mag werk op 'n kontrakgrondslag van "slegs arbeid" onderneem en/of verrig nie.

26. STUKWERK EN TAAKWERK

(1) Die uitbesteding deur 'n werkgever of die verrigting deur 'n werknemer van werk op 'n stukwerk- en/of taakwerkgrondslag word verbied.

(2) Hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid materiaal of uitrusting wat nodig is, mag verskaf.

27. AANSPORINGSKEMAS

(1) Ondanks kousule 26 mag 'n werkgever 'n stelsel van aansporingslone invoer en implementeer: Met dien verstande dat—

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

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

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

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

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

(4) A copy of the agreement referred to in subclause (3) and any alterations thereto shall be lodged with the Council.

28. OUTWORK AND HIRE OF LABOUR

(1) No employee shall solicit or take orders for or undertake any work falling within the scope of the Building Industry as defined in this Agreement, whether for remuneration or not, other than for his employer: Provided that this subclause shall not be construed to prohibit an employee for whom wages are prescribed in clause 34 (1) (a) from carrying out building work on any residential unit (a dwelling-house or a maisonnette or a duplex or a flat) which is either owned or rented by such employee and which is occupied by such employee.

(2) No employer shall hire the services of any employee to or from any person unless such person is an employer engaged in the Building Industry as defined in this Agreement.

29. MAXIMUM HOURS OF WORK

(1) *Ordinary hours of work.*—Subject to the provisions of clauses 30 and 31, an employer shall not require or permit any employee to work, nor shall a working employer or an employee work—

(a) on a Saturday or a Sunday;

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

(c) in the case of working employers, apprentices, trainees, learner artisans and employees for whom wages are prescribed in clause 34 (1) (a) to (e) inclusive—

(i) for more than 40 hours in any one week or for more than eight hours on any one day;

(ii) before 07h45 or after 16h45;

(d) in the case of employees for whom wages are prescribed in clause 34 (1) (f) to (j) inclusive—

(i) for more than 45 hours in any one week or more than nine hours on any one day;

(ii) before 07h15 or after 17h15.

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

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

(ii) on a Saturday or Sunday;

(iii) on or during the holiday periods prescribed in clause 33 (1) (a);

(iv) on the public holidays prescribed in clause 33 (1) (b).

(b) No employee shall solicit or undertake or perform work in the Building and Monumental Masonry Industry for gain other than for his employer.

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

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

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

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

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

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

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

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

(4) 'n Kopie van die ooreenkoms bedoel in subklousule (3) en alle wysigings daarvan moet by die Raad ingedien word.

28. BUITEWERK EN DIE HUUR VAN ARBEID

(1) Geen werknemer mag enige werk binne die bestek van die Bounywerheid, soos in hierdie Ooreenkoms omskryf, vra of onderneem of bestellings daarvoor neem nie, hetsy teen besoldiging of nie, behalwe vir sy werkgewer: Met dien verstande dat hierdie subklousule nie so vertolk moet word dat dit 'n werknemer vir wie lone in klousule 34 (1) (a) voorgeskryf is, verbied om bouwerk te verrig aan enige wooneenheid ('n woonhuis, of 'n skakelwoonstel of 'n duplex of 'n woonstel) wat deur sodanige werknemer of besit of gehuur word en wat deur hom bewoon word nie.

(2) Geen werkgewer mag die dienste van 'n werknemer verhuur aan of huur van 'n persoon nie tensy sodanige persoon 'n werkgewer is wat betrokke is by die Bounywerheid soos in hierdie Ooreenkoms omskryf.

29. MAKSIMUM WERKURE

(1) *Gewone werkure.*—Behoudens klousules 30 en 31 mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat om soos hieronder uiteengesit, te werk nie en mag geen werkende werkgewer of werknemer aldus werk nie, naamlik:

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

(b) op meer as vyf dae in 'n bepaalde week van Maandag tot Vrydag;

(c) in die geval van werkende werkgewers, vakleerlinge, kwekelinge, leerlingambagsmanne en werknemers vir wie lone in klousule 34 (1) (a) tot en met (e) voorgeskryf is—

(i) meer as 40 uur in 'n bepaalde week of meer as agt uur op 'n bepaalde dag;

(ii) voor 07h45 en na 16h45;

(d) in die geval van werknemers vir wie lone in klousule 34 (1) (f) tot en met (j) voorgeskryf is—

(i) meer as 45 uur in 'n bepaalde week of meer as nege uur op 'n bepaalde dag;

(ii) voor 07h15 of na 17h15.

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

(i) buite die gewone werkure voorgeskryf in subklousule

(1);

(ii) op 'n Saterdag of Sondag;

(iii) in of gedurende die vakansietydperke voorgeskryf in klousule 33 (1) (a);

(iv) op die openbare vakansiedae voorgeskryf in klousule 33 (1) (b).

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

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

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

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

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

(4) *Rest interval.*—An employer shall grant to each of his employees a rest interval from 09h00 to 09h10 on each working day and during such interval such employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work of such employee.

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

(6) *Savings.*—(a) The provisions of this clause shall not apply to a general foreman if and for so long as such general foreman is in receipt of a regular wage of more than R100 per week.

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

(c) The provisions of subclauses (3) and (4) shall not apply to an employee while he is engaged on emergency work as defined in clause 3.

(d) The provisions of this clause shall apply to a watchman: Provided that the ordinary hours of work of such employee shall not exceed 12 hours per day and 72 hours in any one week.

30. OVERTIME

(1) Subject to the provisions of clause 36 an employer may permit an employee to work overtime for a period not exceeding one hour daily on Mondays to Fridays (inclusive): Provided that the Council has been notified in advance by an employer in writing of his intention to work such overtime: Provided further that, in the event of excessive unemployment, the Council shall have the right to modify the provisions of this subclause by means of an amending agreement in terms of section 48 of the Act.

(2) An employer shall, save as provided in subclause (1), not require or permit overtime to be worked except—

(a) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12h00 on the business day on which such overtime is to be worked, or in the case of work to be performed on a Saturday or a Sunday, before 12h00 on the Thursday preceding. The applicant shall state—

- (i) his name and address;
- (ii) the nature of the work to be executed;
- (iii) the place where, the date on which and the times when it is to be commenced and completed;
- (iv) the number and categories of employees involved;
- (v) the reasons why it should be executed outside the hours prescribed in clause 29;

(b) in the case of emergency work, in which case the employers who caused such work to be executed shall not later than 13h00 on the Council's next succeeding business day, deliver to the Council a statement in writing setting forth—

- (i) his name and address;
- (ii) the nature of the work executed;
- (iii) the place where, the date on which and the times when it was commenced and completed;
- (iv) the number and categories of employees involved;
- (v) the reason why permission was not applied for in terms of paragraph (a) of this subclause:

Provided, however, that an employer may require or permit his employees to work on the Saturday immediately prior to Ascension Day in each year, in lieu of the Friday immediately following Ascension Day, in which event the provisions of clause 36 shall not apply, but an employee shall be remunerated at the rate for his category prescribed in clause 34 (1).

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

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

(5) *Savings.*—(a) The provisions of this clause shall not apply to a general foreman if and for so long as such a general foreman is in receipt of a regular wage of more than R100 per week.

(b) The provisions of subclause (1) shall not apply to an employee who is engaged on emergency work.

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

(d) The limitations prescribed in subclause (1) shall not apply to employees engaged on electrical installation: Provided that such employees shall not be required or permitted to work overtime for a period exceeding two hours on any working day or 10 hours in any week.

(4) *Ruspouse.*—'n Werkgewer moet aan elk van sy werknemers 'n ruspouse van 09h00 tot 09h10 op elke werkdag toestaan, en gedurende so 'n pouse mag daar nie van so 'n werknemer vereis word of mag hy nie toegelaat word om werk te verrig nie, en so 'n pouse word geag deel uit te maak van die gewone werkdag van so 'n werknemer.

(5) *Oortydwerk.*—Alle tyd wat 'n werknemer langer werk as die gewone werkdag, in subklousule (1), voorgeskryf, is oortyd.

(6) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing op 'n algemene voorman indien en solank hy gereeld 'n loon van meer as R100 per week ontvang nie.

(b) Subklousule (4) is nie van toepassing op 'n drywer van 'n meganiese voertuig nie.

(c) Subklousules (3) en (4) is nie van toepassing op 'n werknemer terwyl hy noodwerk verrig soos in klousule 3 omskryf is.

(d) Hierdie klousule is nie van toepassing op 'n wag nie: Met dien verstande dat die gewone werkdag van sodanige werknemer hoogstens 12 uur per dag en 72 uur in 'n bepaalde week is.

30. OORTYDWERK

(1) Behoudens klousule 36 mag 'n werkgewer 'n werknemer toelaat om vir 'n tydperk van hoogstens een uur daagliks van Maandag tot en met Vrydag oortyd te werk: Met dien verstande dat die werkgewer die Raad vooraf skriftelike kennis gegee het van sy voorneme om sodanige oortyd te laat werk: Voorts met dien verstande dat, in geval van oormatige werkloosheid, die Raad die reg het om hierdie subklousule deur middel van 'n wysigingsooreenkoms te verander ooreenkomstig artikel 48 van die Wet.

(2) Behoudens subklousule (1), mag 'n werkgewer nie vereis of toelaat dat daar oortyd gewerk word nie, behalwe—

(a) met die toestemming van die Raad, waarom skriftelik by die Raad aansoek gedoen moet word voor 12h00 op die besigheidsdag waarop sodanige oortydwerk verrig moet word of, in die geval van werk wat op 'n Saterdag of 'n Sondag verrig moet word, voor 12h00 op die vorige Donderdag. Die aplikant moet die volgende besonderhede meld:

- (i) Sy naam en adres;
- (ii) die aard van die werk wat uitgevoer moet word;
- (iii) die plek waar, die datum waarop en die tye wanneer die werk begin en voltooi sal word;
- (iv) die getal en klasse werknemers daarby betrokke;
- (v) die redes waarom die werk verrig moet word buite die ure in klousule 29 voorgeskryf;

(b) in die geval van noodwerk, wanneer die werkgewer wat sodanige werk laat verrig het nie later nie as 13h00 op die Raad se eersvolgende besigheidsdag 'n skriftelike verklaring wat die volgende besonderhede bevat, by die Raad moet indien:

- (i) Sy naam en adres;
- (ii) die aard van die werk wat uitgevoer is;
- (iii) die plek waar, die datum waarop en die tye wanneer die werk begin en voltooi is;
- (iv) die getal en klasse werknemers daarby betrokke;
- (v) die rede waarom daar nie ingevolge paragraaf (a) van hierdie subklousule om toestemming aansoek gedoen is nie:

Met dien verstande egter dat 'n werknemer van sy werkgewers mag vereis of hulle mag toelaat om te werk op die Saterdag onmiddellik voor Hemelvaartsdag elke jaar, in plaas van op die Vrydag wat onmiddellik op Hemelvaartsdag volg, en in dié geval is klousule 36 nie van toepassing nie, maar 'n werknemer moet vergoed word teen die loonskaal vir sy kategorie in klousule 34 (1) voorgeskryf.

(3) Oortydwerk wat ooreenkomstig hierdie klousule van 'n werknemer vereis word, moet op 'n vrywillige grondslag wees en die weiering, om enige rede, van 'n werknemer om sodanige oortydwerk te doen, is nie 'n regsgeldige rede vir die summere ontslag van sodanige werknemer nie.

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

(5) *Voorbehoudsbepalings.*—(a) Hierdie klousule is nie van toepassing op 'n algemene voorman indien en solank hy gereeld 'n loon van meer as R100 per week ontvang nie.

(b) Subklousule (1) is nie van toepassing op 'n werknemer wat noodwerk verrig nie.

(c) Hierdie klousule is nie van toepassing op 'n wag nie.

(d) Die beperkings in subklousule (1) voorgeskryf is nie van toepassing op werknemers wat by elektriese installering betrokke is nie: Met dien verstande dat van sulke werknemers nie vereis of dat hulle nie toegelaat mag word om langer as twee uur op 'n bepaalde werkdag of 10 uur in 'n bepaalde week oortydwerk te verrig nie.

31. SHIFTWORK

(1) Except on a Saturday and a Sunday, an employer may engage employees to work two or three shifts during any period of 24 hours: Provided that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 36: Provided further that one of the shifts shall be worked within the time prescribed in clause 29 (1) for the class or classes of employees therein mentioned.

(2) An employer, before employing employees to work in any two or more shifts, shall notify the Council, in writing, of such intention and shall state the hours on which each shift shall be worked.

32. SUSPENSION OF EMPLOYMENT

(1) Subject to the provisions of clause 38 an employer may temporarily suspend the employment of any employee, for any reason.

(2) Notwithstanding anything to the contrary contained in this Agreement, an employee shall be deemed to be working in addition to any period during which he is actually working, if he is absent from work upon the instructions or at the request of his employer.

33. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

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

(i) between finishing time on Thursday, 15 December 1977 and starting time on Monday, 9 January 1978;

(ii) between finishing time on Friday, 15 December 1978, and starting time on Monday, 8 January 1979;

(iii) between finishing time on Friday, 14 December 1979, and starting time on Monday, 7 January 1980.

(b) on Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Kruger Day, the Day of the Covenant, Christmas Day and New Year's Day;

(c) on the Friday immediately following Ascension Day in the event of the employee having worked on the Saturday prior to Ascension Day in terms of the proviso to clause 30 (2).

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

(3) *Watchman*.—(a) An employer shall grant to a watchman in respect of each completed period of 12 months' employment with him, three consecutive weeks' leave on full pay. Payment of the annual leave shall be made on the last pay-day prior to the commencement of the said leave period: Provided that in the event of a watchman whose contract of employment is terminated prior to having completed a period of 12 months' employment from the time of commencing employment with the employer or since last qualifying for leave, whichever is the later, the employer or since last qualifying for leave, whichever is the later, the employer shall pay to such watchman an amount not less than one-quarter of the weekly wage in respect of each completed month of employment with him.

(b) The leave referred to in paragraph (a) of this subclause shall be granted at a time to be fixed by the employer: Provided that if such leave had not been granted earlier it shall be granted so as to commence within two months after the completion of the 12 months of employment to which it relates.

(4) Annual leave and public holidays due to an employee, other than a watchman, shall be paid for in accordance with the provisions of clauses 40 and 41 of this Agreement.

34. MINIMUM WAGE RATES

(1) No employer shall pay and no employee shall accept wages at rates lower than the following read with the remaining provisions of this clause and clauses 35 to 39 inclusive:

	Per hour c
(a) (i) General foreman.....	184
(ii) Chargehand.....	184
(iii) Artisan.....	184

(b) Artisan's assistant, Grade I—

(i) after the first six months of employment:

50 per cent of the wage prescribed in paragraph (a) (iii);

(ii) during the first six months of employment:

75 per cent of the wage prescribed in subparagraph (i) hereof;

31. SKOFWERK

(1) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte te werk gedurende enige tydperk van 24 uur, uitgesonderd en Saterdag en 'n Sondag: Met dien verstande dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie behalwe op die voorwaardes voorgeskryf in klousule 36: Voorts met dien verstande dat een van die skofte gewerk moet word in die tyd wat in klousule 29 (1) voorgeskryf word vir die klas of klasse werknemers daarin genoem.

(2) 'n Werkgewer moet, voordat hy werknemers in diens neem om twee of meer skofte te werk, die Raad skriftelik van so danige voorname in kennis stel en die ure meld wat vir elke skof sal gewerk moet word.

32. OPSKORTING VAN DIENS

(1) Behoudens klousule 38 mag 'n werkgewer die diens van 'n werknemer om enige rede tydelik opskort.

(2) 'n Werknemer moet, ondanks andersluidende bepalings in hierdie Ooreenkoms, benewens enige tydperk waartydens hy wel werksaam is, geag word te werk indien hy in opdrag van of op versoek van sy werkgewer van sy werk afwesig is.

33. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

(a) gedurende die volgende tydperke (hierna die "vakansie-tydperk" genoem)—

(i) tussen uitskeityd op Donderdag 15 Desember 1977 en aanvangstyd op Maandag, 9 Januarie 1978;

(ii) tussen uitskeityd op Vrydag, 15 Desember 1978 en aanvangstyd op Maandag, 8 Januarie 1979;

(iii) tussen uitskeityd op Vrydag, 14 Desember 1979 en aanvangstyd op Maandag, 7 Januarie 1980;

(b) op Goëe Vrydag, Paasmaandag, Hemelvaartsdag, Republiektag, Setlaarsdag, Krugerdag, Gelofteag, Kersdag en Nuwejaarsdag;

(c) op die Vrydag wat onmiddellik op Hemelvaartsdag volg, indien die werknemer ingevolge die voorbehoudsbepaling van klousule 30 (2) op die Saterdag voor Hemelvaartsdag gewerk het.

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

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

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

(4) Besoldiging vir jaarlikse verlof en openbare vakansiedae wat aan 'n werknemer, uitgesonderd 'n wag, verskuldig is, moet geskied ooreenkomstig klousules 40 en 41 van hierdie Ooreenkoms.

34. MINIMUM LOONSKALE

(1) Geen werkgewer mag laer lone betaal en geen werknemer mag laer lone aanneem as die volgende nie, gelees saam met die res van hierdie klousule en klousules 35 tot en met 39:

	Per uur Sent
(a) (i) Algemene voorman.....	184
(ii) Onderbaas.....	184
(iii) Abagsman.....	184

(b) Ambagsman se assistent, graad I—

(i) na die eerste ses maande diens:

50 persent van die loon in paragraaf (a) (iii) voorgeskryf;

(ii) gedurende die eerste ses maande diens:

75 persent van die loon in subparagraaf (i) hiervan voorgeskryf;

	Per hour c		Per uur
(c) Electrical conduit installer—		(c) Installeerder van elektriese leipype—	
(i) after completion of 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939:		(i) na voltooiing van 12 maande as 'n installeerder van elektriese leipype in die Nywerheid na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939;	
55 per cent of the wage prescribed in paragraph (a) (iii);		55 persent van die loon in paragraaf (a) (iii) voorgeskryf;	
(ii) during the 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939:		(ii) gedurende die 12 maande as 'n installeerder van elektriese leipype in die Nywerheid na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939:	
75 per cent of the wage prescribed in subparagraph (i) hereof;		75 persent van die loon in subparagraaf (i) hiervan voorgeskryf;	
(iii) Learner electrical conduit installer during training:		(iii) Leerlinginstalleerder van elektriese leipype gedurende opleiding:	
75 per cent of the wage prescribed in subparagraph (ii) hereof;		75 persent van die loon in subparagraaf (ii) hiervan voorgeskryf;	
(d) Learner asphaltter, ceiling fixer, floorlayer, glazier and roofing fixer—		(d) Leerlingasfaltterder, -plafonbevestiger, -vloerleër, -beglaser en -dakbevestiger—	
(i) from one to six months of learnership.....	70	(i) van een tot ses maande leerlingskap.....	70
(ii) from seven to 12 months of learnership.....	80	(ii) van sewe tot 12 maande leerlingskap.....	80
(iii) from 13 to 18 months of learnership.....	102	(iii) van 13 tot 18 maande leerlingskap.....	102
(iv) thereafter, the wage prescribed in paragraph (a) (iii);		(iv) daarna, die loon in paragraaf (a) (iii) voorgeskryf;	
(e) Minor, during the probationary period allowed under the Apprenticeship Act, 1944:		(e) Minderjarige, gedurende die proeftydperk ingevolge die Wet op Vakleerlinge, 1944, toegelaat:	
The wage prescribed for first year apprentice;		Die loon vir 'n eerstejaarvakleerling voorgeskryf;	
(f) Artisan's assistant, Grade II, qualified.....	74	(f) Ambagsman se assistent, graad II, gekwalifiseer...	74
(g) Artisan's assistant, Grade II, unqualified—		(g) Ambagsman se assistent, graad II, ongekwalifiseer—	
(i) during the first year of experience.....	46	(i) gedurende die eerste jaar ondervinding.....	46
(ii) during the second year of experience.....	52	(ii) gedurende die tweede jaar ondervinding.....	52
(iii) during the third year of experience.....	60	(iii) gedurende die derde jaar ondervinding.....	60
(h) Operator of a power crane.....	71	(h) Bediener van 'n kragkraan.....	71
(i) Driver of a mechanical vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle is—		(i) Drywer van 'n meganiese voertuig waarvan die onbelaste massa saam met die onbelaste massa van 'n sleepwa of sleepwaens wat aan so 'n voertuig, vas is of deur so 'n voertuig getrek word, soos volg is:	
(i) up to and including 900 kg.....	42	(i) Tot en met 900 kg.....	42
(ii) over 900 kg to 2 700 kg.....	44	(ii) Meer as 900 kg tot 2 700 kg.....	44
(iii) over 2 700 kg to 3 465 kg.....	51	(iii) Meer as 2 700 kg tot 3 465 kg.....	51
(iv) over 3 465 kg.....	71	(iv) Meer as 3 465 kg.....	71
(j) Labourer.....	40	(j) Arbeider.....	40
	Per day R		Per dag R
(k) Watchman.....	3,31	(k) Wag.....	3,31
(2) <i>Adjustment of wages.</i> —The wages prescribed in subclause (1) shall be subject to adjustment in the manner and with effect from the dates prescribed in clause 47.		(2) <i>Aanpassing van lone.</i> —Die lone in subklousule (1) voorgeskryf, is onderworpe aan aanpassing op die wyse en met ingang van die datums in klousule 47 voorgeskryf.	
(3) <i>Reduction of wages.</i> —Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation, and any employee who on the said date is in receipt of remuneration which is in excess of that prescribed for his class of work in this Agreement, shall continue to receive such higher rate whilst he is employed by the same employer on the same class of work.		(3) <i>Vermindering van lone.</i> —Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging verminder wat op die datum waarop hierdie Ooreenkoms in werking tree aan 'n werknemer betaal word nie, en 'n werknemer wat op genoemde datum besoldiging ontvang wat hoër is as dié vir sy klas werk in hierdie Ooreenkoms voorgeskryf, moet dié hoër loon bly ontvang terwyl hy by dieselfde werkgever op dieselfde klas werk in diens is.	
(4) <i>Basis of contract.</i> —For the purposes of this clause, the contract of employment of an employee shall be on a weekly basis, and, save as provided in clause 46 (4), an employee shall be paid in respect of a week not less than his hourly wage prescribed in subclause (1) read with clauses 35, 36, 37, 38, 39 and 47 multiplied by the number of ordinary hours of work prescribed in clause 29 (1) for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.		(4) <i>Grondslag van kontrak.</i> —Vir die toepassing van hierdie klousule berus 'n werknemer se dienskontrak op 'n weeklikse grondslag en moet 'n werknemer, behoudens klousule 46 (4), vir die week minstens sy uurloon betaal word soos voorgeskryf in subklousule (1), gelees met klousules 35, 36, 37, 38, 39 en 47, vermenigvuldig met die getal gewone werkure in klousule 29 (1) vir 'n werknemer van sy klas voorgeskryf, of hy in dié week die maksimum getal werkure op hom van toepassing of minder gewerk het.	
(5) <i>Calculation of wages.</i> —(a) The weekly wage of an employee, other than a watchman, shall be his hourly wage multiplied by—		(5) <i>Berekening van lone.</i> —(a) Die weekloon van 'n werknemer, uitgesonderd 'n wag, is sy uurloon vermenigvuldig met—	
(i) 40, in the case of employees for whom wages are prescribed in clause 34 (1) (a) to (e) inclusive; and		(i) 40, in die geval van werknemers vir wie lone in klousule 34 (1) (a) tot en met (e) voorgeskryf word; en	
(ii) 45, in the case of employees for whom wages are prescribed in clause 34 (1) (f) to (k) inclusive.		(ii) 45, in die geval van werknemers vir wie lone in klousule 34 (1) (f) tot en met (k) voorgeskryf word.	
(b) The daily wage of an employee, other than a watchman, shall be his weekly wage divided by five.		(b) Die dagloon van 'n werknemer, uitgesonderd 'n wag, is sy weekloon gedeel deur vyf.	
(c) The weekly wage of a watchman shall be his daily wage multiplied by six.		(c) Die weekloon van 'n wag is sy dagloon vermenigvuldig met ses.	
(d) The monthly wage of an employee shall be four and one-third times his weekly wage.		(d) Die maandloon, van 'n werknemer is vier en een derde maal sy weekloon.	

35. DIFFERENTIAL RATES OF PAY

An employee who on any day performs for longer than one hour in the aggregate, two or more classes of work for which different rates of wages are prescribed in clause 34 (1), shall be paid at the rate of the higher or highest wage for all the hours worked on that day.

35. DIFFERENSIËLE LOONSKALE

'n Werknemer wat op enige bepaalde dag vir altesaam langer as een uur twee of meer klasse werk verrig waarvoor daar in klousule 34 (1) verskillende lone voorgeskryf word, moet vir al die ure wat hy op daardie dag gewerk het teen die hoër of die hoogste loon betaal word.

36. PAYMENT FOR OVERTIME

(1) An employer shall pay an employee who is required or permitted to work any time outside the hours of work prescribed in clause 29 (1) at the rate of not less than—

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

(i) an apprentice, trainee, minor and learner artisan, excluding an asphalter, ceiling fixer, floorlayer, glazier and roofing fixer: One and one-quarter times his hourly wage;

(ii) employees for whom wages are prescribed in clause 34 (1) (a): His hourly wage plus the amount prescribed in clause 44 (3) (a);

(iii) all other employees for whom wages are prescribed in clause 34 (1). His hourly wage plus the Holiday Fund payment prescribed for the class of employee concerned in clause 41 (1) (b);

(b) in respect of each hour or part of an hour worked—

(i) in excess of one hour overtime daily between Monday and Friday, inclusive;

(ii) on Saturday prior to 17h00:

One and one-half times his hourly wage;

(c) in respect of each hour or part of an hour worked—

(i) after 17h00 on Saturday;

(ii) on a Sunday and until 19h15 on Monday;

(iii) during the holiday periods mentioned in clause 33 (1) (a);

(iv) on the public holidays prescribed in clause 33 (1) (b): Double his hourly wage.

(2) (a) Notwithstanding the provisions of subclause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of work prescribed in clause 29 (1) such ordinary hours not worked by the employee may be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate of wage: Provided that—

(i) if the number of ordinary hours of work on which the employee is absent in any one 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 of wage; and

(ii) 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 rate applicable to the overtime hours worked: Provided further that an employer may call on an employee for a medical certificate in proof of cause of absence.

(b) An 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.

(3) An employer shall pay a watchman who is required to work—

(a) for more than 12 hours during any period of 24 consecutive hours at a rate of not less than one and one-half times his hourly wage (which shall be calculated by dividing his daily wage by 12) in respect of each hour or part of an hour worked in excess of 12 hours;

(b) on his day of rest at a rate of not less than double his hourly wage in respect of each hour or part of an hour so worked.

37. PAYMENT FOR SHIFTWORK

Where any shift worked by an employee in accordance with the provisions of clause 31 falls outside the starting and finishing times prescribed in clause 29 (1), such employee shall be paid for such shift at the rate of wage prescribed for such employee in clause 34 (1), plus 10 per cent of such rate.

38. PAYMENT FOR SUSPENSION OF EMPLOYMENT

(1) Subject to the provisions of subclause (2), an employer shall pay to an employee whose employment has been temporarily suspended in accordance with the provisions of clause 32 an amount equivalent to the wages and allowances which such employee would have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this paragraph shall not apply to an employee suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike, explosion and/or similar emergencies beyond the control of the employer.

(2) No deduction shall be made by an employer from an employee's wage in respect of any absence as referred to in clause 32 (a).

36. BETALING VIR OORTYDWERK

(1) 'n Werkgewer moet 'n werknemer van wie vereis word of wat toegelaat word om buite die werkure voorgeskryf in klousule 29 (1) te werk, minstens die volgende betaal:

(a) Ten opsigte van oortyd tot een uur daaglik gewerk van Maandag tot en met Vrydag—

(i) vakleerlinge, kwekelinge, minderjariges en leerlingambagsmanne, uitgesonderd asfalteerders, plafonbevestigers, vloerleërs, beglaserers en dakbevestigers: Een en een kwart maal hul uurloon;

(ii) werknemers vir wie lone in klousule 34 (1) (a) voorgeskryf word: Hul uurloon plus die bedrag voorgeskryf in klousule 44 (3) (a).

(iii) alle ander werknemers vir wie lone in klousule 34 (1) voorgeskryf word: Hul uurloon plus die Vakansiefondsbetaling wat vir die betrokke klas werknemer in klousule 41 (1) (b), voorgeskryf word;

(b) ten opsigte van elke uur of deel van 'n uur gewerk—

(i) langer as een uur oortyd daaglik van Maandag tot en met Vrydag;

(ii) op Saterdag vóór 17h00:

Een en 'n half maal die uurloon van die werknemer;

(c) ten opsigte van elke uur of deel van 'n uur gewerk—

(i) ná 17h00 op Saterdag;

(ii) op 'n Sondag en tot 19h15 op Maandag;

(iii) gedurende die vakansietydperke bedoel in klousule 33 (1) (a);

(iv) op die openbare vakansiedae in klousule 33 (1) (b) voorgeskryf:

Twee maal die uurloon van die werknemer.

(2) (a) Wanneer 'n werknemer in enige week gedurende een van of al die gewone werkure in klousule 29 (1) voorgeskryf van die werk af wegbly, kan sodanige gewone ure wat die werknemer nie gewerk het nie, ondanks subklousule (1), afgetrek word van die oortydure gewerk, en vir die ure wat aldus afgetrek word, moet teen die werknemer se gewone loon betaal word: Met dien verstande dat—

(i) indien die getal gewone werkure wat die werknemer in 'n week afwesig is, meer is as die getal oortydure gewerk, vir al sodanige oortydure gewerk betaal kan word teen die werknemer se gewone loon; en

(ii) waar 'n werknemer met die toestemming van sy werkgever of vanweë siekte of omstandighede buite sy beheer van die werk afwesig is, hierdie subklousule nie van toepassing is nie en vir die oortydure gewerk in so 'n geval betaal moet word teen die tarief vir oortydwerk van toepassing op die oortydure gewerk: Voorts met dien verstande dat 'n werkgever van 'n werknemer kan vereis om 'n doktersertifikaat voor te lê as bewys van die rede vir sy afwesigheid.

(b) 'n Werknemer wat veronreg voel deur die toepassing van enige van die bepalings van paragraaf (a) op hom, kan na die Raad appelleer teen die beslissing wat op hom toegepas is, en die Raad kan, na oorweging van alle redes wat vir sodanige beslissing voorgelê is, die beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee moes gewees het.

(3) 'n Werkgewer moet 'n wag van wie vereis word—

(a) om langer as 12 uur gedurende 'n tydperk van 24 agtereenvolgende ure te werk, minstens een en 'n half maal sy uurloon betaal (wat bereken moet word deur sy dagloon deur 12 te deel) vir elke uur of gedeelte van 'n uur wat hy langer as 12 uur gewerk het;

(b) om op sy rusdag te werk, minstens twee maal sy uurloon betaal vir elke uur of gedeelte van 'n uur aldus gewerk.

37. BETALING VIR SKOFWERK

Waar 'n skof wat deur 'n werknemer ooreenkomstig klousule 31 gewerk word, val buite die aanvangs- en uitskeiyevoorgeskryf in klousule 29 (1), moet sodanige werknemer vir sodanige skof betaal word teen die loonskaal wat vir sodanige werknemer in klousule 34 (1) voorgeskryf word, plus 10 persent van sodanige skaal.

38. BETALING VIR OPSKORTING VAN DIENS

(1) Behoudens subklousule (2), moet 'n werkgever aan 'n werknemer wie se diens ooreenkomstig klousule 32 tydelik opgeskort is, 'n bedrag betaal wat gelyk is aan die loon en toelaes wat sodanige werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige opskortingstydperk gewerk het: Met dien verstande dat hierdie paragraaf nie van toepassing is op 'n werknemer wie se werk opgeskort word weens slegte weer of waar die vordering van die werk onderbreek word deur 'n natuurkrag, of *force majeure*, brand, onluste, burgerlike oproer, staking, ontploffing en/of soortgelyke noodtoestand buite die beheer van die werkgever nie.

(2) Geen aftrekking vir afwesigheid soos in klousule 32 (a) bedoel, mag deur 'n werkgever van 'n werknemer se loon gemaak word nie.

39. PAYMENT FOR DANGEROUS WORK

(1) In addition to the wages prescribed in clause 34 (1), an employee shall be paid not less than 10 per cent of such wage in respect of each hour or part of an hour during which he is engaged in performing dangerous work. For the purposes of this clause "dangerous work" means any work—

(a) classified as dangerous in any statute, provincial ordinance, municipal by-laws or in any regulation relating to the Building Industry and operative within a radius of 24,14 km from the General Post Office, Bloemfontein;

(b) performed on the outside of a building or structure, other than in the course of the erection of a new building or structure, or from a swinging scaffold, boatswain's chair, or a roof or extension ladder at a height of more than 9 m from ground level in connection with the renovation, alteration or repair of such building or structure, or the erection of illuminations or the hanging of bunting;

(c) performed on an independent chimney or steel stack at a height of more than 9 m from the ground level;

(d) performed in old sewers or in trenches over 4,5 m in depth; and

(e) performed in connection with under-pinning and shoring.

40. PAYMENT IN RESPECT OF PUBLIC HOLIDAYS

(1) Subject to the provisions of clause 46 (4), if an employee, other than an employee for whom wages are prescribed in clause 34 (1) (a), does not work on the public holidays referred to in clause 33 (1) (b), his employer shall pay him for the week in which such public holiday falls not less than his weekly wage.

(2) Whenever an employee, other than an employee for whom wages are prescribed in clause 34 (1) (a), works on the public holidays referred to in clause 33 (1) (b), his employer shall save as provided in clause 46 (4), pay him in respect of the week in which such public holiday falls not less than his weekly wage, plus his daily wage in respect of each day so worked.

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

(4) Public holidays due to employees for whom wages are prescribed in clause 34 (1) (a) shall be paid for in accordance with the provisions of clauses 44 and 60.

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

41. PAYMENT IN RESPECT OF ANNUAL LEAVE

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

(a) an apprentice, minor, trainee or learner artisan, excluding an asphalter, ceiling fixer, floorlayer, glazier and roofing fixer, in his employ on the last pay-day prior to the commencement of the holiday period referred to in clause 33 (1) (a) the wages which such employee would have earned if he had worked for his employer during the said holiday period: Provided that in the event of an employee whose contract of employment is terminated prior to the last pay-day preceding the holiday period, the employer shall pay to such employee an amount of not less than one quarter of his weekly wage in respect of each completed month of employment with him during the year preceding such holiday period;

(b) each of the following classes of employees in his employ on the last pay-day immediately preceding the holiday period referred to in clause 33 (1) (a), the amounts set forth hereunder in respect of each hour of part of an hour worked by such employee since the previous holiday period: Provided that, where an employee's contract of employment terminated prior to such pay-day, any amount in the process of accrual in terms of this subclause shall be paid to the employee on such termination.

Class of employee	Per hour c
Artisans' assistant, Grade I—	
(aa) after the first six months of employment.....	6,4
(ab) during the first six months of employment.....	4,9
Electrical conduit installer—	
(aa) after completion of 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939.....	7,3
(ab) during the 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939.....	5,3
(ac) Learner electrical conduit installer during training	3,8

39. BETALING VIR GEVAARLIKE WERK

(1) Benewens die lone voorgeskryf in klousule 34 (1), moet 'n werknemer minstens 10 persent van so 'n loon betaal word ten opsigte van elke uur of gedeelte van 'n uur waarin hy gevaarlike werk verrig. Vir die toepassing van hierdie klousule beteken "gevaarlike werk" werk wat—

(a) as gevaarlik geklassifiseer word in 'n wet, provinsiale ordonnansie, munisipale verordening of 'n regulasie wat betrekking het op die Bounywerheid en geldig is binne 'n straal van 24,14 km vanaf die Hoofposkantoor, Bloemfontein;

(b) aan die buitekant van 'n gebou of bouwerk, uitgesonderd tydens die oprigting van 'n nuwe gebou of bouwerk, of van 'n swaaisteier, bootsmanstoel, dak of skuifloor op 'n hoogte van meer as 9 m van die grondvlak af verrig word in verband met die opknapping, verbouing of herstel van so 'n gebou of bouwerk of die oprigting van ligte of die hang van vlag-verversiering;

(c) op 'n vrystaande skoorsteen of staalbundelskoorsteen verrig word op 'n hoogte van meer as 9 m van die grondvlak af;

(d) in ou vuilriole of in slope wat meer as 4,5 m diep is, verrig word; en

(e) in verband met ondersteuning en skoring verrig word.

40. BETALING TEN OPSIGTE VAN OPENBARE VAKANSIEDAE

(1) Behoudens klousule 46 (4), moet 'n werkgewer 'n werknemer, uitgesonderd 'n werknemer vir wie lone in klousule 34 (1) (a) voorgeskryf word, indien die werknemer nie op die openbare vakansiedae bedoel in klousule 33 (1) (b) werk nie, minstens sy weekloon betaal vir die week waarin so 'n openbare vakansiedag val.

(2) As 'n werknemer, uitgesonderd 'n werknemer vir wie lone in klousule 34 (1) (a) voorgeskryf word, op die openbare vakansiedae werk in klousule 33 (1) (b) bedoel, moet sy werkgewer hom, behoudens klousule 46 (4), vir die week waarin sodanige vakansiedag val minstens sy weekloon betaal, plus sy dagloon vir elke dag aldus gewerk.

(3) Subklousules (1) en (2) is *mutatis mutandis* van toepassing op vakleerlinge en werknemers in diens gedurende die proef-typperk toegelaat kragtens die Wet op Vakleerlinge, 1944.

(4) Betaling vir openbare vakansiedae wat aan werknemers verskuldig is vir wie lone in klousule 34 (1) (a) voorgeskryf word, moet geskied ooreenkomstig klousules 44 en 60.

(5) Hierdie klousule is nie op 'n wag van toepassing nie.

41. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

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

(a) In die geval van 'n vakleerling, minderjarige, kwekeling of leerlingambagsman, uitgesonderd 'n asfalteerder, plafonbevestiger, vloerleer, beglaser of dakbevestiger, in sy diens op die laaste betaaldag vóór die aanvang van die vakansietypperk bedoel in klousule 33 (1) (a), die loon wat so 'n werknemer sou verdien het indien hy gedurende genoemde vakansietypperk vir sy werkgewer gewerk het: Met dien verstande dat 'n werkgewer 'n werknemer wie se dienskontrak beëindig word vóór die laaste betaaldag wat die vakansietypperk voorafgaan, 'n bedrag moet betaal wat minstens gelyk is aan een kwart van sy weekloon ten opsigte van elke voltooiende maand diens by hom gedurende die jaar wat dié vakansietypperk voorafgaan;

(b) in die geval van onderstaande klasse werknemers in sy diens op die laaste betaaldag wat die vakansietypperk bedoel in klousule 33 (1) (a) onmiddellik voorafgaan, die bedrae hieronder uiteengesit ten opsigte van elke uur of gedeelte van 'n uur wat deur so 'n werknemer sedert die vorige vakansietypperk gewerk is: Met dien verstande dat wanneer 'n werknemer se dienskontrak voor dié betaaldag beëindig word, enige bedrag wat besig is om kragtens hierdie subklousule op te loop, by sodanige beëindiging aan die werknemer betaal moet word.

Klas werknemer	Per uur Sent
Ambagsman se assistent, graad I—	
(aa) na die eerste ses maande ondervinding.....	6,4
(ab) gedurende die eerste ses maande ondervinding.	4,9
Installeerder van elektriese leipype—	
(aa) na voltooiing van 12 maande as 'n installeerder van elektriese leipype in die Nywerheid na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939.....	7,3
(ab) gedurende die 12 maande as 'n installeerder van elektriese leipype in die Nywerheid na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939..	5,3
(ac) Leerlinginstalleerder van elektriese leipype gedurende opleiding.....	3,8

<i>Class of employee</i>	<i>Per hour c</i>
Learner asphalter, ceiling fixer, floorlayer, glazier and roofing fixer—	
(aa) from one to six months of learnership.....	4,7
(ab) from seven to 12 months of learnership.....	5,4
(ac) from 13 to 18 months of learnership.....	6,9
(ad) thereafter, the amount prescribed in clause 44.	
Artisan's assistant, Grade II, qualified.....	4,5
Artisan's assistant, Grade II, unqualified—	
(aa) during first year of experience.....	3,1
(ab) during second year of experience.....	3,5
(ac) during third year of experience.....	4,1
Operator of a power crane.....	4,8
Driver of a mechanical vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle is—	
(aa) up to and including 900 kg.....	2,8
(ab) over 900 kg to 2 700 kg.....	3,0
(ac) over 2 700 kg to 3 465 kg.....	3,4
(ad) over 3 465 kg.....	4,8
Labourer.....	2,7

(2) Save as provided in clause 36 (1), no payment shall be made to an employee in terms of subclause (1) (b) hereof in respect of overtime.

(3) Annual leave due to an employee for whom wages are prescribed in clause 34 (1) (a) shall be paid for in accordance with the provisions of clauses 44 and 60.

42. SICK PAY—ARTISAN

Sickness and Accident Benefits shall be paid by the Benefit Fund to employees for whom wages are prescribed in clause 34 (1) (a), in accordance with the provisions of the rules of the Benefit Fund as referred to in clause 63.

43. SICK LEAVE AND SICK PAY—OTHER EMPLOYEES

(1) Subject to the provisions of subclause (2), an employer shall grant to his employee, other than an employee for whom wages are prescribed in clause 34 (1) (a), who is absent from work through incapacity, not less than 12 days' sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay to such employee in respect of the period of absence in terms of this subclause an amount of not less than the wage he would have received had he worked during such period: Provided that—

(a) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at the rate of more than one working day in respect of each completed month of employment;

(b) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity, and if an employee has during any period up to eight weeks received payment in terms of this subclause on two or more occasions without producing such a certificate, his employer may during the period of eight weeks immediately succeeding the last such occasion, require him to produce such certificate in respect of any absence from work;

(c) where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, in respect of any incapacity, the amount so paid may be set off against the payment due in terms of this subclause in respect of absence on sick leave because of such incapacity.

(2) For the purposes of this clause—

(a) "employment" includes any period during which an employee—

- (i) is on leave in terms of clause 33; or
- (ii) is on sick leave in terms of subclause (1) hereof;
- (iii) is absent from work on the instruction of his employer; or

(iv) is undergoing military duty in pursuance of the Defence Act, 1957 (Act 44 of 1957),

amounting in the aggregate in any year to not more than 10 weeks in respect of the periods referred to in subparagraphs (i), (ii) and (iii) plus up to four months of any period of military duty referred to in subparagraph (iv) undergone in that year, and any continuous employment which an employee has had with the same employer immediately before the date on which this Agreement comes into operation shall for the

<i>Klas werknemer</i>	<i>Per uur Sent</i>
Leerlingasfalterder, -plafonbevestiger, -vloerleer, -beglaser en -dakbevestiger—	
(aa) van een tot ses maande leerlingskap.....	4,7
(ab) van sewe tot 12 maande leerlingskap.....	5,4
(ac) van 13 tot 18 maande leerlingskap.....	6,9
(ad) daarna, die bedrag in klousule 44 voorgeskryf.	
Ambagsman se assistent, graad II, gekwalifiseer.....	4,5
Ambagsman se assistent, graad II, ongekwalifiseer—	
(aa) gedurende eerste jaar ondervinding.....	3,1
(ab) gedurende tweede jaar ondervinding.....	3,5
(ac) gedurende derde jaar ondervinding.....	4,1
Bediener van 'n kragkraan.....	4,8
Drywer van 'n meganiese voertuig waarvan die onbelaste massa saam met die onbelaste massa van 'n sleepwa of sleepwaens wat aan so 'n voertuig vas is of deur so 'n voertuig getrek word soos volg is:	
(aa) Tot en met 900 kg.....	2,8
(ab) meer as 900 kg tot 2 700 kg.....	3,0
(ac) meer as 2 700 kg tot 3 465 kg.....	3,4
(ad) meer as 3 465 kg.....	4,8
Arbeider.....	2,7

(2) Behoudens klousule 36 (1), mag geen bedrag ingevolge subklousule (1) (b) hiervan ten opsigte van oortyd aan 'n werknemer betaal word nie.

(3) Betaling vir jaarlikse verlof wat verskuldig is aan 'n werknemer vir wie 'n loon in klousule 34 (1) (a) voorgeskryf word, moet ooreenkomstig klousules 44 en 60 geskied.

42. SIEKTEBESOLDIGING—AMBAGSMANNE

Siekte- en Ongeluksbystand moet ooreenkomstig die reëls van die Bystandfonds soos in klousule 63 bedoel, deur die Bystandfonds betaal word aan werknemers vir wie lone in klousule 34 (1) (a) voorgeskryf word.

43. SIEKTEVERLOF EN SIEKTEBESOLDIGING.—ANDER WERKNEMERS

(1) Behoudens subklousule (2), moet 'n werkgewer aan sy werknemer, uitgesonderd 'n werknemer vir wie 'n loon in klousule 34 (1) (a) voorgeskryf word, en wat weens ongeskiktheid van die werk afwesig is, minstens altesaam 12 dae siekteverlof gedurende enige tydperk van 12 agtereenvolgende maande diens by hom toestaan en dié werknemer ten opsigte van die tydperk van afwesigheid kragtens hierdie subklousule 'n bedrag betaal wat minstens gelyk is aan die loon wat hy sou ontvang het as hy gedurende daardie tydperk gewerk het: Met dien verstande dat—

(a) in die eerste 12 agtereenvolgende maande diens 'n werknemer nie geregtig is op siekteverlof met volle besoldiging teen die koers van meer as een werkdag ten opsigte van elke voltooide maand diens nie;

(b) 'n werkgewer, as 'n opskortende voorwaarde vir die betaling deur hom van enige bedrag deur 'n werknemer geëis kragtens hierdie klousule ten opsigte van enige afwesigheid van werk vir 'n tydperk van meer as twee agtereenvolgende dae, van die werknemer kan vereis om 'n sertifikaat in te dien wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid meld, en as 'n werknemer gedurende enige tydperk van tot agt weke twee of meer kere besoldiging ontvang het sonder om so 'n sertifikaat in te dien, sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die jongste van dié kere volg, van hom kan vereis om so 'n sertifikaat ten opsigte van enige afwesigheid van werk in te dien;

(c) wanneer van 'n werkgewer by wet vereis word om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en dié gelde wel betaal, ten opsigte van enige ongeskiktheid, die bedrag aldus betaal afgetrek kan word van die besoldiging verskuldig kragtens hierdie subklousule ten opsigte van afwesigheid met siekteverlof weens sodanige ongeskiktheid.

(2) Vir die toepassing van hierdie klousule omvat—

(a) "diens" enige tydperk waarin 'n werknemer—

- (i) met verlof is kragtens klousule 33; of
- (ii) met siekteverlof is kragtens subklousule (1) hiervan;
- (iii) op las van sy werkgewer van die werk afwesig is; of
- (iv) ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), militêre diens ondergaan,

wat in enige bepaalde jaar hoogstens 10 weke beloop ten opsigte van die tydperke bedoel in subparagrafe (i), (ii) en (iii), plus tot vier maande van enige tydperk van militêre diens bedoel in subparagraaf (iv) wat in daardie jaar ondergaan is, 'n enige ononderbroke diens wat 'n werknemer by dieselfde werkgewer gehad het onmiddellik vóór die datum waarop hierdie Ooreenkoms in werking tree, word, vir die

purposes of this clause be deemed to be employment, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or a scheduled disease for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

(3) The provisions of this clause shall *mutatis mutandis* apply to apprentices, trainees, and learner artisans.

44. SUPPLEMENTARY REMUNERATION AND CONTRIBUTIONS

(1) Except in respect of an employee who works for an employer for less than 12 hours in any one week, and subject to the provisions of subclauses (5) and (6) hereof, every employer shall pay each week to the Secretary of the Council in respect of each employee for whom wages are prescribed in clause 34 (1) (a) the total sum prescribed in item (i) hereunder: Provided that such sum shall be allocated as set out hereunder: Provided further that the amount referred to in subclause (4) (b) shall be added to the sum payable in terms of this clause—

	Per week R
(a) Holiday pay.....	13,20
(b) Pension scheme contributions.....	4,00
(c) Sick Fund contributions.....	1,20
(d) Medical Aid Fund contributions.....	2,80
(e) Contributions to Industrial Council expenses.....	0,12
(f) Contributions to National Development Fund.....	0,12
(g) Contributions to the Building Industries' Recruitment and Training Fund.....	0,50
(h) Tool Insurance Fund contributions.....	0,01
(i) Total sum.....	<u>21,95</u>

(1)*bis* An employer who is a member of the Master Builders' and Allied Trades' Association shall pay to the Secretary of the Council 6c per week as a special membership levy in respect of each employee for whom wages are prescribed in clause 34 (1) (a) and who has worked for him for not less than 12 hours in any one week.

(1)*ter* The amounts referred to in subclauses (1)*bis* and (4) (b) shall be added to the total sum referred to in subclause (1) (i).

(2) The amounts paid or payable to the Secretary of the Council in terms of this clause shall be disposed of by him in the manner and for the purpose described in clauses 59 to 67 inclusive.

(3) Subject to the provisions of subclauses (5) and (6) hereof, every employer shall, in addition to any remuneration to which an employee for whom wages are prescribed in clause 34 (1) (a) may be entitled, pay to such employee the total sum prescribed in item (e) hereunder—

	Per hour c
(a) Holiday pay.....	30,00
(b) Pension Scheme.....	7,00
(c) Sick Fund.....	2,50
(d) Medical Aid Fund.....	4,00
(e) Total sum.....	<u>43,50</u>

(4) (a) Subject to the provisions of subclause (5) and (6) hereof, every employer shall deduct weekly from the remuneration due to each employee for whom wages are prescribed in clause 34 (1) (a), the amount prescribed in item (vii) hereunder—

	Per Week R
(i) Holiday pay.....	13,20
(ii) Pension scheme contributions.....	4,00
(iii) Sick Fund contributions.....	1,20
(iv) Medical Aid Fund contributions.....	2,80
(v) Contributions to Industrial Council expenses.....	0,06
(vi) Tool Insurance Fund contribution.....	0,01
(vii) Total sum.....	<u>21,27</u>

toepassing van hierdie klousule, geag diens te wees, en enige siekteverlof met volle besoldiging wat aan sodanige werknemer gedurende daardie tydperk toegestaan is, word geag ingevolge hierdie Ooreenkoms toegestaan te gewees het:

(b) beteken "ongeskiktheid" onvermoë om te werk weens siekte of besering, uitgesonderd siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is: Met dien verstande dat enige sodanige onvermoë om te werk, veroorsaak deur 'n ongeluk of 'n gelyste siekte waarvoor vergoeding kragtens die Ongevallewet, 1941, betaalbaar is, as ongeskiktheid geag word slegs gedurende 'n tydperk ten opsigte waarvan geen ongeskiktheidsbesoldiging kragtens daardie Wet betaalbaar is nie.

(3) Hierdie klousule is *mutatis mutandis* van toepassing op vakleerlinge, kwekelinge, en leerlingambagsmanne.

44. AANVULLENDE BESOLDIGING EN BYDRAES

(1) Elke werkgever moet, uitgesonderd ten opsigte van 'n werknemer wat minder as 12 ure in een bepaalde week vir hom werk, en behoudens subklousules (5) en (6) hiervan, elke week die totale som voorgeskryf in item (i) hieronder aan die Sekretaris van die Raad betaal ten opsigte van elke werknemer vir wie 'n loon in klousule 34 (1) (a) voorgeskryf word: Met dien verstande dat dié bedrag toegewys word soos hieronder uiteengesit: Voorts met dien verstande dat die bedrag bedoel in subklousule (4) (b) gevoeg word by die bedrag wat ingevolge hierdie klousule betaalbaar is:

	Per week R
(a) Vakansiebesoldiging.....	13,20
(b) Bydraes tot pensioenskema.....	4,00
(c) Siekefondsybydraes.....	1,20
(d) Bydraes tot Mediese Bystandsfonds.....	2,80
(e) Bydraes vir uitgawes van die Nywerheidsraad.....	0,12
(f) Bydraes tot Nasionale Ontwikkelingsfonds.....	0,12
(g) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid.....	0,50
(h) Bydraes tot Gereedskapversekeringsfonds.....	0,01
(i) Totale bedrag.....	<u>R21,95</u>

(1)*bis* 'n Werkgever wat lid is van die Master Builders' and Allied Trades' Association moet aan die Sekretaris van die Raad 6c per week as spesiale lidmaatskapheffing betaal ten opsigte van elke werknemer vir wie 'n loon in klousule 34 (1) (a) voorgeskryf word en wat minstens 12 uur in 'n bepaalde week vir hom gewerk het.

(1)*ter* Die bedrae in subklousules (1)*bis* en (4) (b) bedoel, moet gevoeg word by die totale bedrag wat in subklousule (1) (i) bedoel word.

(2) Die Sekretaris van die Raad moet die bedrae wat ingevolge hierdie klousule aan hom betaal word of betaalbaar is, bestee op die wyse en vir die doel wat in klousules 59 tot en met 67 beskryf word.

(3) Behoudens subklousules (5) en (6) hiervan, moet elke werkgever, benewens die besoldiging waarop 'n werknemer vir wie 'n loon in klousule 34 (1) (a) voorgeskryf word, geregtig mag wees, aan so 'n werknemer die totale bedrag, voorgeskryf in item (e) hieronder, betaal:

	Per uur Sent
(a) Vakansiebesoldiging.....	30,00
(b) Pensioenskema.....	7,00
(c) Siekefondse.....	2,50
(d) Mediese Bystandsfonds.....	4,00
(e) Totale bedrag.....	<u>R43,50</u>

(4) (a) Behoudens subklousules (5) en (6) hiervan, moet elke werkgever weekliks die bedrag voorgeskryf in item (vii) hieronder, aftrek van die besoldiging wat verskuldig is aan elke werknemer vir wie 'n loon in klousule 34 (1) (a) voorgeskryf word:

	Per week R
(i) Vakansiebesoldiging.....	13,20
(ii) Bydraes tot pensioenskema.....	4,00
(iii) Siekefondsybydraes.....	1,20
(iv) Bydraes tot Mediese Bystandsfonds.....	2,80
(v) Bydraes vir uitgawes van die Nywerheidsraad.....	0,06
(vi) Bydraes tot Gereedskapversekeringsfonds.....	0,01
(vii) Totale bedrag.....	<u>R21,27</u>

(b) Subject to the provisions of subclauses (5) and (6) hereof, every employer who is a member of any of the employers' organisations which are parties to this Agreement shall, in respect of each of his employees for whom wages are prescribed in subparagraphs (ii) and (iii) of clause 34 (1) (a) who is a member of one of the trade unions, deduct from such employee's weekly remuneration the amount payable by such employee as a subscription to the trade union concerned in terms of the constitution of that union.

(5) *Adjustments to prescribed payments and deduction:*
(a) *Pension scheme contributions.*—The payments and deductions prescribed in subclauses (1) (b), (3) (b) and (4) (a) (ii) shall be subject to adjustment in the manner and on the dates prescribed in clause 48.

(b) *Total sum.*—The payments and deductions prescribed in subclauses (1) (j), (3) (e) and (4) (a) (vii) shall be subject to adjustment on the dates prescribed in clause 48, by re-totalling the amounts in the respective columns after the amended amounts prescribed in paragraph (a) have been substituted therein.

(6) (a) Save as provided in clause 36 (1) (a) (ii) no payment as referred to in subclause (3) shall be made in respect of hours worked outside the ordinary hours of work prescribed in clause 29 (1) (c).

(b) No payment as referred to in subclauses (1) and (1)bis or deduction as referred to in subclause (4) shall be made in respect of an employee who works for less than 12 hours for an employer in any one week.

(c) In the event of an employee working for an employer for less than 12 hours in any one week, the amounts due in terms of subclause (3) shall be paid to such employee immediately upon termination of employment or at the end of the last working day of the week, whichever is the earlier.

(d) Where an employee is employed by two or more employers during the same week, the payments in terms of subclauses (1) and (1)bis and the deductions in terms of subclause (4) shall be made by the employer by whom he was first employed during that week for not less than 12 hours.

(7) The Secretary of the Council shall keep a contribution record card in respect of each employee for whom wages are prescribed in clause 34 (1) (a) on which he shall record weekly the contributions paid to him in terms of subclauses (1) (1)bis and (4) (b) hereof on behalf of each such employee. The contribution record card shall be in such form and contain such information as the Council may from time to time decide.

(8) An employer who fails or omits to pay the contributions referred to in subclause (1) at the time when it becomes payable shall pay interest on the amount unpaid at the rate of one per cent per month or part of a month from the date on which payment should have been made until the date on which payment is actually received, or one rand, whichever is the greater, and such amounts shall accrue to the general funds of the Council.

45. TRAVELLING ALLOWANCE, TRANSPORT AND TRAVELLING TIME

(1) Whenever a job is situated within the area to which this Agreement relates but outside a radius of 5 km from the General Post Office, Bloemfontein, the employer shall pay to each employee employed by him on such job an allowance of two and a half cents for every 500 m or portion thereof of the distance beyond such radius of 5 km. The allowance shall be payable both ways daily.

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

(3) Time spent in travelling to and from work shall be outside the ordinary hours of work prescribed in clause 29 (1).

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

(5) Where an employee is sent to work at more than one job on the same day, the time spent in travelling from job to job shall be paid for as time worked at the rates prescribed in clause 34 (1).

46. PAYMENT OF REMUNERATION

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

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

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

(b) Behoudens subklousules (5) en (6) hiervan, moet elke werkgever wat lid is van enigeen van die werkgewersorganisasies wat partye by hierdie Ooreenkoms is, van die weekloon van elk van sy werknemers vir wie 'n loon in subparagrafe (ii) en (iii) van klousule 34 (1) (a) voorgeskryf word, wat lid van een van die vakverenigings is, die bedrag aftrek wat deur so 'n werknemer as ledegeld betaalbaar is aan die betrokke vakvereniging ingevolge die konstitusie van dié vereniging.

(5) *Aanpassings van voorgeskrewe betalings en aftrekkings:*
(a) *Bydraes tot Pensioenskema.*—Die betalings en aftrekkings voorgeskryf in subklousules (1) (b), (3) (b) en (4) (a) (ii) is onderworpe aan aanpassing op die wyse en datums in klousule 48 voorgeskryf.

(b) *Totale bedrag.*—Die betalings en aftrekkings voorgeskryf in subklousules (1) (j), (3) (e) en (4) (a) (vii) is onderworpe aan aanpassing op die datums voorgeskryf in klousule 48, deur die bedrae in die onderskeie kolomme weer op te tel nadat die gewysigde bedrae, in paragraaf (a) voorgeskryf, daarin vervang is.

(6) (a) Behoudens klousule 36 (1) (a) (ii), word geen bedrag in subklousule (3) bedoel, betaal ten opsigte van ure wat buite die gewone werkure, voorgeskryf in klousule 29 (1) (c) gewerk word nie.

(b) Geen bedrag in subklousules (1) en (1)bis bedoel mag betaal word en geen bedrag in subklousule 4 bedoel, mag afgetrek word ten opsigte van 'n werknemer wat minder as 12 uur in een bepaalde week vir 'n werkgever werk nie.

(c) Wanneer 'n werknemer minder as 12 uur in een bepaalde week vir 'n werkgever werk, moet die bedrae wat ingevolge subklousule (3) verskuldig is, onmiddellik ná beëindiging van diens of aan die einde van die laaste werkdag van die week, naamlik die vroegste, aan so 'n werknemer betaal word.

(d) Wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die bedrae wat ingevolge subklousules (1) en (1)bis betaal en ingevolge subklousule (4) afgetrek word, betaal word deur die werkgever by wie hy die eerste gedurende daardie week minstens 12 uur gewerk het.

(7) Die Sekretaris van die Raad moet 'n bydraerekordkaart byhou vir elke werknemer vir wie 'n loon in klousule 34 (1) (a) voorgeskryf word, en hierop moet hy weekliks die bydraes aanteken wat ingevolge subklousules (1), (1)bis en (4) (b) hiervan ten behoeve van elke sodanige werknemer aan hom betaal is. Die bydraerekordkaart moet in dié vorm wees en dié inligting bevat waarop die Raad van tyd tot tyd mag besluit.

(8) 'n Werkgever wat versium of in gebreke bly om die bydraes in subklousule (1) bedoel, te betaal wanneer dit betaalbaar word, moet rente op die onbetaalde bedrag betaal teen een persent per maand of gedeelte van 'n maand vanaf die datum waarop die bedrag betaal moes gewees het tot op die datum waarop die betaling werklik ontvang word, of een rand, naamlik die grootste bedrag, en sodanige bedrae val aan die algemene fondse van die Raad toe.

45. REISTOELAE, VERVOER EN REISTYD

(1) Waar 'n werkplek geleë is binne die gebied waarop hierdie Ooreenkoms betrekking het maar buite 'n straal van 5 km vanaf die Hoofposkantoor, Bloemfontein, moet die werkgever elke werknemer in sy diens wat by sodanige werkplek werksaam is, 'n toelae van twee en 'n half sent betaal vir elke 500 m of gedeelte daarvan van die afstand verder as sodanige straal van 5 km. Die toelae is daagliks vir albei rigtings betaalbaar.

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

(3) Die tyd wat die werknemer bestee om na en van die werk te reis, val buite die gewone werkure wat in klousule 29 (1) voorgeskryf word.

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

(5) Waar 'n werknemer op dieselfde dag na meer as een werkplek gestuur word, moet hy vir die tyd wat hy bestee om van die een werkplek na die ander te reis betaal word asof dit tyd gewerk is, teen die lone voorgeskryf in klousule 34 (1).

46. BETALING VAN BESOLDIGING

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

(a) betaling kan geskied op 'n dag vóór Vrydag indien die werkgever en die werknemer só ooreenkoms en indien die werkgever 'n skriftelike kennisgewing van so 'n verandering aan die Raad stuur;

(b) wanneer Vrydag 'n vakansiedag in die Bounywerheid is, betaling op die Donderdag wat so 'n vakansiedag voorafgaan moet geskied.

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

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

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(3) *Purchase of goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(4) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make—

- (a) deductions in terms of clauses 44 (4) (a) and 59 (3); and
- (b) with the written consent of his employee, deductions for sick benefits, insurance, savings, provident or pension funds not provided for in this Agreement;
- (c) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;

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

(e) with the written consent of his employee a deduction of any amount which an employer has paid to the Bantu Affairs Administration Board in respect of accommodation in any hostel occupied by such employee in any location or Bantu Village under the control of the said Board, or an amount not exceeding R1,80 per week where board and lodging are provided by the employer: Provided such lodging is situated within a location or Bantu Village under the control of the said Board;

(f) deductions in respect of subscriptions to the trade unions in terms of clause 44 (4) (b).

47. ADJUSTMENT TO MINIMUM WAGE RATES— ALL EMPLOYEES

(1) The wages prescribed in clause 34 (1) (a) shall, subject to the provisions of subclause (2) hereof, be subject to adjustment—

(a) with effect from 27 May 1977: Provided that such adjustment shall be made—

(i) by multiplying R1,74 by the Consumer Price Index published in the *Government Gazette* in April 1977, and by dividing the product thereof by 168,1; and

(ii) by adding the sum of 10c to the amount calculated in accordance with the provisions of subparagraph (i) hereof;

(b) with effect from 1 July 1977: Provided that such adjustment shall be made by multiplying the hourly wage rate as determined in accordance with the provisions of paragraph (a), by the Consumer Price Index published in the *Government Gazette* in June 1977 and by dividing the product thereof by the Consumer Price Index published in the *Government Gazette* in April 1977;

(c) with effect from 13 January 1978: Provided that such adjustment shall be made by multiplying the hourly wage rate as determined in accordance with the provisions of paragraph (b) by the Consumer Price Index published in the *Government Gazette* in December 1977 and by dividing the product thereof by the Consumer Price Index published in the *Government Gazette* in June 1977;

(d) with effect from 7 July 1978: Provided that such adjustment shall be made by multiplying the hourly wage rate determined in accordance with the provisions of paragraph (c) by the Consumer Price Index published in the *Government Gazette* in June 1978, and by dividing the product thereof by the Consumer Price Index published in the *Government Gazette* in December 1977;

(e) with effect from 12 January 1979: Provided that such adjustment shall be made by multiplying the hourly wage rate determined in accordance with the provisions of paragraph (d) by the Consumer Price Index published in the *Government Gazette* in December 1978, and by dividing the product thereof by the Consumer Price Index published in the *Government Gazette* in June 1978;

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

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

en so 'n koevert of houer waarop hierdie besonderhede verskyn of so 'n staat word die eiendom van die werknemer.

(3) *Koop van goedere.*—'n Werkgewer mag nie van sy werknemer vereis om van hom of van enige winkel, plek of persoon wat hy aanwys, goedere te koop nie.

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

- (a) Bedrae ingevolge klousules 44 (4) (a) en 59 (3);

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

(c) 'n bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of mag aftrek;

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

(e) met die skriftelike toestemming van sy werknemer, enige bedrag wat 'n werkgewer aan die Bantoesake-administrasieraad betaal het ten opsigte van huisvesting in 'n koshuis waar sodanige werknemer inwoning in 'n lokasie of Bantodorp onder die beheer van genoemde Raad, of 'n bedrag van hoogstens R1,80 per week waar kos en inwoning deur die werkgewer verskaf word: Met dien verstande dat sodanige inwoning geleë is binne 'n lokasie of Bantodorp onder die beheer van genoemde Raad;

(f) bedrae ten opsigte van ledegelde van vakverenigings ingevolge klousule 44 (4) (b).

47. AANPASSING VAN MINIMUM LOONSKALE— ALLE WERKNEMERS

(1) Die lone in klousule 34 (1) (a) voorgeskryf is, behoudens subklousule (2) hiervan, onderworpe aan aanpassing—

(a) met ingang van 27 Mei 1977: Met dien verstande dat sodanige aanpassing geskied—

(i) deur R1,74 met die verbruikersprysindeks te vermenigvuldig soos gepubliseer in die *Staatskoerant* in April 1977 en die produk daarvan te deel deur 168,1; en

(ii) deur die bedrag van 10c te tel by die bedrag bereken ooreenkomstig subparagraaf (i) hiervan;

(b) met ingang van 1 Julie 1977: Met dien verstande dat sodanige aanpassing geskied deur die uurloon soos vasgestel ooreenkomstig paragraaf (a) te vermenigvuldig met die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Junie 1977 en die produk daarvan te deel deur die verbruikersprysindeks gepubliseer in die *Staatskoerant* in April 1977;

(c) met ingang van 13 Januarie 1978: Met dien verstande dat sodanige aanpassing geskied deur die uurloon soos vasgestel ooreenkomstig paragraaf (b) te vermenigvuldig met die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Desember 1977 en die produk daarvan te deel deur die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Junie 1977;

(d) met ingang van 7 Julie 1978: Met dien verstande dat sodanige aanpassing geskied deur die uurloon soos vasgestel ooreenkomstig paragraaf (c) te vermenigvuldig met die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Junie 1978 en die produk daarvan te deel deur die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Desember 1977;

(e) met ingang van 12 Januarie 1979: Met dien verstande dat sodanige aanpassing geskied deur die uurloon soos vasgestel ooreenkomstig paragraaf (d) te vermenigvuldig met die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Desember 1978 en die produk daarvan te deel deur die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Junie 1978;

(f) with effect from 6 July 1979: Provided that such adjustment shall be made by multiplying the hourly wage rate determined in accordance with the provisions of paragraph (e), by the Consumer Price Index published in the *Government Gazette* in June 1979 and by dividing the product thereof by the Consumer Price Index published in the *Government Gazette* in December 1978;

(g) with effect from 11 January 1980: Provided that such adjustment shall be made by multiplying the hourly wage rate determined in accordance with the provisions of paragraph (f), by the Consumer Price Index published in the *Government Gazette* in December 1979 and by dividing the product thereof by the Consumer Price Index published in the *Government Gazette* in June 1979.

(2) Each adjustment prescribed in subclause (1) shall be applied to the nearest half cent of the product of such adjustment.

(3) The wages prescribed in clause 34 (1) (d), (f), (g), (h), (i), (j) and (k) shall be adjusted with effect from 27 May 1977 and thereafter half-yearly as set out hereunder with effect from the first pay-day in January and July in each year after publication of the Consumer Price Index in the *Government Gazette* in December and June:

The Consumer Price Index multiplied by the relevant wage and divided by 173,8: Provided always that the result so reached shall be rounded off to the nearest whole cent which shall then constitute the new wage for that category of employee: Provided further that the adjustment with effect from 27 May 1977 shall be based on the Consumer Price Index published in the *Government Gazette* in April 1977. ("Relevant wage" means the prescribed wage as adjusted from time to time in terms of this subclause.)

(4) For the purposes of this clause, the expression "Consumer Price Index" means the Consumer Price Index Figure for Bloemfontein relating to all items as published by the Secretary for Statistics in the *Government Gazette* in respect of the said area, compared with itself in April 1970.

48. ADJUSTMENT TO PENSION SCHEME CONTRIBUTIONS

(1) (a) The hourly pension scheme allowance prescribed in clause 44 (3) (b) shall be subject to adjustment in the manner prescribed in subclause (2)—

(i) with effect from 27 May 1977;

(ii) with effect from 11 November 1977;

(iii) with effect from 10 November 1978;

(iv) with effect from 9 November 1979.

(b) The payment prescribed in clause 44 (1) (b) and the deduction prescribed in clause 44 (4) (a) (ii) shall be subject to adjustment, in the manner prescribed in subclause (3), with effect from the dates prescribed in paragraph (a).

(2) Subject to the proviso that any such adjustment or calculation shall be applied to the nearest half cent of the product of such calculation, the adjustment prescribed in subclause (1) (a) shall be made upwards or downwards as follows:

(a) In respect of the adjustment prescribed in subclause (1) (a) (i)—

(i) by multiplying the hourly wage rate as determined in accordance with the provisions of clause 47 (1) (a) by 0,07; and

(ii) by deducting the sum of 3c from the amount calculated in accordance with the provisions of subparagraph (i) hereof;

(b) in respect of the adjustment prescribed in subclause (1) (a) (ii)—

(i) by multiplying the hourly wage rate as determined in accordance with the provisions of clause 47 (1) (b) by 0,07; and

(ii) by deducting the sum of 3c from the amount calculated in accordance with the provisions of subparagraph (i) hereof;

(c) in respect of the adjustment prescribed in subclause (1) (a) (iii)—

(i) by multiplying the hourly wage rate determined in accordance with the provisions of clause 47 (1) (d) by 0,07; and

(ii) by deducting the sum of 3c from the amount calculated in accordance with the provisions of subparagraph (i) hereof;

(d) in respect of the adjustment prescribed in subclause (1) (a) (iv)—

(i) by multiplying the hourly wage rate determined in accordance with the provisions of clause 47 (1) (f) by 0,07; and

(ii) by deducting the sum of 3c from the amount calculated in accordance with provisions of subparagraph (i) hereof.

(3) The adjustment prescribed in subclause (1) (b) shall be made by multiplying 40 hours by—

(a) in respect of the adjustment with effect from 27 May 1977—the hourly rate as determined in accordance with the provisions of subclause (2) (a) (i);

(f) met ingang van 6 Julie 1979: Met dien verstande dat sodanige aanpassing geskied deur die uurloon soos vasgestel ooreenkomstig paragraaf (e) te vermenigvuldig met die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Junie 1979 en die produk daarvan te deel deur die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Desember 1978;

(g) met ingang van 11 Januarie 1980: Met dien verstande dat sodanige aanpassing geskied deur die uurloon soos vasgestel ooreenkomstig paragraaf (f) te vermenigvuldig met die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Desember 1979 en die produk daarvan te verdeel deur die verbruikersprysindeks gepubliseer in die *Staatskoerant* in Junie 1979.

(2) Elke aanpassing in subklousule (1) voorgeskryf, moet toegepas word tot die naaste halfsent van die produk van sodanige aanpassing.

(3) Die lone in klousule 34 (1) (d), (f), (g), (h), (i), (j) en (k) moet aangepas word met ingang van 27 Mei 1977 en daarna halfjaarliks soos hieronder uiteengesit met ingang van die eerste betaaldag in Januarie en Julie van elke jaar ná publikasie van die verbruikersprysindeks in die *Staatskoerant* in Desember en Junie:

Die verbruikersprysindeks vermenigvuldig met die betrokke loon en gedeel deur 173,8: Met dien verstande dat die aldus verkreeë resultaat altyd afgerond moet word tot die naaste sent wat dan die nuwe loon vir dié klas werknemer moet wees: Voorts met dien verstande dat die aanpassing met ingang van 27 Mei 1977 gebaseer moet wees op die verbruikersprysindeks gepubliseer in die *Staatskoerant* in April 1977. "Betrokke loon" beteken die voorgeskrewe loon soos van tyd tot tyd ingevolge hierdie subklousule aangepas.

(4) Vir die toepassing van hierdie klousule beteken die uitdrukking "verbruikersprysindeks" die verbruikersprysindeksyfer vir Bloemfontein ten opsigte van alle items soos gepubliseer deur die Sekretaris van Statistiek in die *Staatskoerant* vir genoemde gebied, vergeleke met die syfers van April 1970.

48. AANPASSING VAN BYDRAES TOT PENSIOENSKEMA

(1) (a) Die uurlikse toelae tot die pensioenskema in klousule 44 (3) (b) voorgeskryf, is onderworpe aan aanpassing op die wyse in subklousule (2) voorgeskryf—

(i) met ingang van 27 Mei 1977;

(ii) met ingang van 11 November 1977;

(iii) met ingang van 10 November 1978;

(iv) met ingang van 9 November 1979.

(b) Die betaling in klousule 44 (1) (b) voorgeskryf en die aftrekking in klousule 44 (4) (a) (ii) voorgeskryf is onderworpe aan aanpassing, op die wyse in subklousule (3) voorgeskryf met ingang van die datums in paragraaf (a) voorgeskryf.

(2) Behoudens die voorbehoudsbepaling dat enige sodanige aanpassing of berekening tot die naaste halfsent van die produk van sodanige berekening gemaak moet word, moet die aanpassing in subklousule (1) (a) voorgeskryf soos volg na bo of na onder geskied:

(a) Ten opsigte van die aanpassing in subklousule (1) (a) (i) voorgeskryf—

(i) deur die uurloon soos vasgestel ooreenkomstig klousule 47 (1) (a) met 0,07 te vermenigvuldig; en

(ii) deur die bedrag van 3c af te trek van die bedrag bereken ooreenkomstig subparagraaf (i) hiervan;

(b) ten opsigte van die aanpassing in subklousule (1) (a) (ii) voorgeskryf—

(i) deur die uurloon soos vasgestel ooreenkomstig klousule 47 (1) (b) met 0,07 te vermenigvuldig; en

(ii) deur die bedrag van 3c af te trek van die bedrag bereken ooreenkomstig subparagraaf (i) hiervan;

(c) ten opsigte van die aanpassing in subklousule (1) (a) (iii) voorgeskryf—

(i) deur die uurloon soos vasgestel ooreenkomstig klousule 47 (1) (d) met 0,07 te vermenigvuldig; en

(ii) deur die bedrag van 3c af te trek van die bedrag bereken ooreenkomstig subparagraaf (i) hiervan;

(d) ten opsigte van die aanpassing in subklousule (1) (a) (iv) voorgeskryf—

(i) deur die uurloon soos vasgestel ooreenkomstig klousule 47 (1) (f) met 0,07 te vermenigvuldig; en

(ii) deur die bedrag van 3c af te trek van die bedrag bereken ooreenkomstig subparagraaf (i) hiervan.

(3) Die aanpassing in subklousule (1) (b) voorgeskryf, moet geskied deur 40 uur te vermenigvuldig met—

(a) ten opsigte van die aanpassing met ingang van 27 Mei 1977: Die uurloon soos vasgestel ooreenkomstig subklousule

(2) (a) (i);

(b) in respect of the adjustment with effect from 11 November 1977—the hourly rate as determined in accordance with the provisions of subclause (2) (b) (i);

(c) in respect of the adjustment with effect from 10 November 1978—the hourly rate as determined in accordance with the provisions of subclause (2) (c) (i);

(d) in respect of the adjustment with effect from 9 November 1979—the hourly rate as determined in accordance with the provisions of subclause (2) (d) (i).

49. REFRESHMENTS

(1) Every employer shall provide on all contract sites and working premises, a person for the preparation of tea in the morning, at noon and in the afternoon.

(2) An employee shall not leave the position where he is working for the purpose of partaking of tea in the morning or the afternoon.

50. ACCOMMODATION FOR MEALS

Except in the case of jobbing work, an employer shall, wherever possible, provide suitable accommodation—separate from storerooms for materials—for employees to partake of meals whilst on the job.

51. WET WEATHER SHELTER

At any site where building operations are being carried on an employer shall provide suitable accommodation in which employees may take shelter during wet weather.

52. SANITARY ACCOMMODATION

(1) An employer shall provide proper and adequate sanitary accommodation on each job for Whites and Non-Whites separately and shall maintain it in a clean state at all times.

(2) Sanitary accommodation shall in all instances conform to the requirements of the relative municipal by-laws.

53. LOCK-UPS AND STORAGE OF TOOLS

(1) Except in the case of jobbing work, an employer shall—

(a) provide a lock-up on every job and at every workshop for locking up employees' tools;

(b) be responsible for keeping lock-ups properly and/or securely locked outside normal working hours;

(c) be responsible for any loss of or damage to tools belonging to an employee, in sheds, lock-ups and workshops due to fire, and such tools shall be insured by an employer against such loss or damage.

(2) If an employer—

(a) fails to provide or maintain a lock-up in terms of subclause (1) (a) and (1) (b); or

(b) fails to insure the tools of an employee against loss and/or damage by fire in terms of subclause (1) (c),

such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools.

(3) An employee wishing to claim compensation from his employer for lost tools, shall lodge a written application with the Council in such form as the Council may determine: Provided that no application shall be considered unless an applicant has—

(a) prior to the loss furnished the employer with a written inventory of the tools placed in the lock-up concerned;

(b) reported the loss of his tools to the Police as soon as practicable; and

(c) supplied the Council with such relevant information as the Council may require.

(4) The provisions of subclause (2) in relation to the loss of tools—other than the loss or damage of tools by fire—shall not apply in respect of an employee, unless such tools are stored in a tool box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools: Provided that—

(a) the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature, shall be deemed to be in compliance with the requirements of this clause; and

(b) in the event of such tools as are referred to in paragraph (a) above being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of subclause (2).

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

(6) The decision of the Council under the provisions of this clause in any respect whatsoever and particularly regarding the amount of any compensation to be paid by an employer to an employee for tools lost by fire or any other cause shall be final.

(b) ten opsigte van die aanpassing met ingang van 11 November 1977: Die uurloon soos vasgestel ooreenkomstig subklousule (2) (b) (i);

(c) ten opsigte van die aanpassing met ingang van 10 November 1978: Die uurloon soos vasgestel ooreenkomstig subklousule (2) (c) (i);

(d) ten opsigte van die aanpassing met ingang van 9 November 1979: Die uurloon soos vasgestel ooreenkomstig subklousule (2) (d) (i).

49. VERVERSINGS

(1) Elke werkgewer moet by alle kontrakterreine en werkpersele iemand aansê om tee in die oggend, middag en namiddag te maak.

(2) 'n Werknemer mag nie sy werkplek in die oggend of namiddag verlaat om tee te drink nie.

50. AKKOMMODASIE VIR MAALTYE

Behalwe in die geval van stukwerk, moet 'n werkgewer, waar moontlik, geskikte akkommodasie—weg van pakkamers vir materiaal af—verskaf waar die werknemers hul maaltye kan nuttig solank hulle by die werk is.

51. NATWEERSKUILING

'n Werkgewer moet op alle terreine waar bouwerksaamhede verrig word, geskikte akkommodasie verskaf waarin werknemers gedurende nat weer kan skuil.

52. SANITÊRE GERIEWE

(1) 'n Werkgewer moet behoorlike en voldoende sanitêre geriewe by elke werkplek verskaf vir Blankes en Nie-Blankes afsonderlik en moet dit altyd skoon hou.

(2) Sanitêre geriewe moet altyd aan die vereistes van die betrokke munisipale verordeninge voldoen.

53. TOESLUITPLEKKE EN BEWARING VAN GEREEDSKAP

(1) 'n Werkgewer (behalwe in die geval van stukwerk)—

(a) moet 'n toesluitplek by elke werkplek en elke werkwinkel verskaf waarin werknemers se gereedskap toegesluit kan word;

(b) is daarvoor verantwoordelik dat toesluitplekke buite die gewone werke behoorlik en/of veilig toegesluit gehou word;

(c) is aanspreeklik vir die verlies of beskadiging van gereedskap van 'n werknemer weens brand in skure, toesluitplekke en werkwinkels en 'n werkgewer moet dié gereedskap teen sodanige verlies of beskadiging verseker.

(2) Indien 'n werkgewer—

(a) versuim om 'n toesluitplek ingevolge subklousules (1) (a) en (1) (b) te verskaf of in stand te hou; of

(b) versuim om die gereedskap van 'n werknemer teen verlies en/of skade weens brand ingevolge subklousule (1) (c) te verseker;

is so 'n werkgewer, indien 'n werknemer sy gereedskap verloor as gevolg van dié optrede of versuim, aanspreeklik vir die verlies van dié gereedskap.

(3) 'n Werknemer wat skadevergoeding van sy werkgewer vir verlore gereedskap wil eis, moet 'n skriftelike aansoek by die Raad indien in dié vorm wat die Raad bepaal: Met dien verstande dat geen aansoek oorweeg word nie, tensy die aansoeker—

(a) die werkgewer vóór die verlies van 'n skriftelike inventaris van die gereedskap wat in die betrokke toesluitplek geplaas is, voorsien het;

(b) die verlies van sy gereedskap so gou doenlik aan die polisie gerapporteer het; en

(c) die Raad van alle toepaslike inligting voorsien het wat die Raad mag vereis.

(4) Subklousule (2) ten opsigte van die verlies van gereedskap (uitgesonderd die verlies of beskadiging van gereedskap weens brand) is nie op 'n werkgewer van toepassing nie, tensy dié gereedskap weggepak is in 'n gereedskapkis wat veilig toegesluit kan word en wat altyd behoorlik toegesluit gehou word, behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat—

(a) indien 'n werknemer gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander dergelike eienskappe, in toesluitplekke plaas, hierdie plasing geag word in ooreenstemming te wees met die vereistes van hierdie klousule; en

(b) indien die gereedskap bedoel in paragraaf (a) hierbo, verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het, sy regte en voorregte kragtens subklousule (2) ontsê word nie.

(5) Behoudens die voorafgaande bepalings, is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapkis te plaas en dié gereedskapkis behoorlik toegesluit te hou.

(6) Die beslissing van die Raad ingevolge hierdie klousule, is in alle opsigte finaal, veral ten opsigte van die bedrag wat 'n werkgewer aan 'n werknemer as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verlore is.

54. PROVISION OF TOOLS

(1) An employer shall provide grindstones for sharpening tools. Where no grindstone is provided on a job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(2) An employer shall provide in the case of:

(a) *Asphalters*.—Rollers, brushes and straightedges.

(b) *Bricklayers*.—(i) All cutting tools used for cutting silica bricks or any kind of brick of similar hardness; (ii) cutting tools used for reinforced concrete; (iii) a competent toolsmith or suitable means and equipment for sharpening tools.

(c) *Carpenters*.—All cramps, handscrews, glue-brushes, wrenches, crowbars, augers and bits over 300 mm long, and all hammers 1,5 kg and over, and all saws and/or tools used for cutting corrugated asbestos or other material of similar hardness.

(d) *Masons and stone-cutters*.—(i) Tools for working granite or hard stone and claws;

(ii) a competent toolsmith or suitable means and equipment for sharpening tools.

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

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

(g) *Plumbers and gasfitters*.—(i) Machines used in a workshop or on a job;

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

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) chisels, punches and wall pins over 230 mm in length;

(viii) soldering irons and blowlamps;

(ix) files and hacksaw blades;

(x) mandrills over 50 mm in diameter;

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

(xii) sheetmetal workers' mallets and heavy dressers;

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

(xiv) wrenches and tongs over 455 mm in length.

(h) *Electricians*.—Large files, blowlamps, draw vices, large chisels, saw blades and screw cutting tools.

55. FIRST-AID EQUIPMENT

(1) Every employer shall provide on all jobs and in all workshops, and maintain in good condition a satisfactorily equipped first-aid box, made of wood, metal or plastic or any composition thereof, fitted with a suitable door or lid to ensure cleanliness.

(2) On all jobs and in all workshops where more than 100 persons are employed, an additional box for every additional 100 persons shall be provided. The number of first-aid boxes shall be calculated on the largest number of persons employed at any one time and any fraction of 100 shall be reckoned as 100.

(3) Every first-aid box shall contain suitable appliances and requisites in accordance with the nature of the activities carried on, and such minimum items of equipment as may from time to time be prescribed by the Council.

(4) Nothing except appliances and requisites for first-aid shall be kept in first-aid boxes.

(5) Every first-aid box shall be kept in a place readily accessible in case of accident, and there shall be at least one such box on each floor of the building, if the Council so requires.

(6) A notice shall be fixed in a prominent and accessible place indicating where a first-aid box is placed and the name of the person in charge of such box.

56. CONCRETE AND STONE WORK

(1) *Concrete work*.—An employer shall employ an employee at a rate of not less than the wages prescribed in clause 34 (1) (a) who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of the employee to supervise other persons doing this class of work.

(2) *Stone work*.—(a) An employer shall not permit masons' bankers to be less than 1,8 m apart, nor shall he permit dust to be blown off with exhaust or other air during working hours.

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

54. VERSKAFFING VAN GEREEDSKAP

(1) 'n Werkgewer moet slypstene verskaf waarop gereedskap skerp gemaak kan word. Waar geen slypsteen op die werkplek verskaf word nie, moet geskikte tyd en fasiliteite voor diensbeëindiging aan timmermanne en skrynwerkers verleen word om hul gereedskap in orde te bring.

(2) 'n Werkgewer moet die volgende verskaf in die geval van:

(a) *Asfalteerders*.—Rollers, kwaste en reihoute.

(b) *Messelaars*.—(i) Alle snygereedskap wat gebruik word vir die sny van silikastene of enige soort steen wat net so hard is; (ii) snygereedskap wat gebruik word vir gewapende beton; (iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmaak van gereedskap.

(c) *Timmermans*.—Alle klampe, handskroewe, lymkaste, moersleutels, koevoete, awegare en bore wat meer as 300 mm lank is en alle hamers met 'n massa van 1,5 kg en meer en alle sae en/of gereedskap wat gebruik word vir die sny van gegolfde asbes of ander materiaal wat net so hard is.

(d) *Klipmesselaars en klipkappers*.—(i) Gereedskap vir die bewerking van graniet of harde klip, en kloue;

(ii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmaak van gereedskap.

(e) *Skilders en plakkers*.—Alle gereedskap, uitgesonderd stopverfmesse, stoffers, plakkwaste en skêre.

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

(g) *Loodgieters en gasaanlêers*.—(i) Masjiene wat in 'n werkwinkel of by 'n werk gebruik word;

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

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

(iv) pypsnijgereedskap en -skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepele;

(vii) betels, ponse en muurpenne wat langer is as 230 mm;

(viii) soldeeroute en blaaslampe;

(ix) vyle en ystersaaglemme;

(x) drewels met 'n diameter van meer as 50 mm;

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

(xii) plaatmetaalwerkershamers en swaar klophamers;

(xiii) ponse, hol of solied, met 'n diameter van meer as 6 mm;

(xiv) moersleutels en tange wat langer is as 455 mm.

(h) *Elektrisiërs*.—Groot vyle, blaaslampe, spanskroewe, groot beitel, saaglemme en draadsnygereedskap.

55. EERSTEHULPUTRUSTING

(1) Elke werkgewer moet by alle werkplekke en in alle werkwinkels 'n eerstehulpkas verskaf wat bevredigend toegerus is en moet dit in 'n goeie toestand hou. Die eerstehulpkas moet van hout, metaal of plastiek of 'n samestelling daarvan gemaak wees en daar moet 'n geskikte deur of deksel aan wees om te verseker dat dit skoon bly.

(2) Daar moet by alle werkplekke en in alle werkwinkels waar meer as 100 persone werk, 'n bykomende kas vir elke bykomende 100 persone verskaf word. Die getal eerstehulpkaste word bereken op die grootste getal persone wat op 'n bepaalde tyd in diens is en 'n deel van 100 word as 100 gereken.

(3) Elke eerstehulpkas moet geskikte toestelle en benodighede bevat na gelang van die aard van die werksaamhede wat verrig word, asook dié minimum uitrusting wat die Raad van tyd tot tyd voorskryf.

(4) Niks behalwe toestelle en benodighede vir eerstehulp mag in eerstehulpkaste gehou word nie.

(5) Elke eerstehulpkas moet gehou word op 'n plek wat gereedlik toeganklik is in geval van 'n ongeluk, en daar moet minstens een sodanige kas op elke vloer van die gebou wees indien die Raad dit vereis.

(6) 'n Kennisgewing, wat aandui dat daar 'n eerstehulpkas geleë is asook die naam van die persoon wat vir so 'n kas verantwoordelik is, moet op 'n opvallende en toeganklike plek geplak word.

56. BETON- EN KLIPWERK

(1) *Betonwerk*.—'n Werkgewer moet 'n werknemer teen minstens die loon voorgeskryf in klousule 34 (1) (a) in diens neem wat voortdurend in diens moet wees terwyl beton in vorms gegooi word, en dit moet die enigste plig van hierdie werknemer wees om toesig te hou of ander persone wat hierdie soort werk doen.

(2) *Klipwerk*.—(a) 'n Werkgewer mag nie toelaat dat die werkbanks van klipmesselaars minder as 1,8 m van mekaar af is nie, en hy mag ook nie toelaat dat stof gedurende werkure met uitlaat- of ander lug afgeblaas word nie.

(b) Alle haakse of bekapte klip moet op die werkgewer se werf of op die werkplek bewerk word maar kan by die klipgroef kleiner gemaak word deur net 'n splinterhamer te gebruik. Wanneer 'n werkgewer se werf by die klipgroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef af wees.

(c) An employer shall provide suitable sheds for stone cutters, the roof of which shall be not less than 3 m high: Provided that this paragraph shall not apply to small jobs on building sites.

(d) It shall be the duty of an employer to ensure that the dunter machines shall not be worked, and it shall be the duty of an employee not to operate such machines—

- (i) in the shed where men are employed cutting stones; or
- (ii) within 27,5 m of any mason whilst cutting stones;

unless adequate protection is provided for employees working in the vicinity of the said dunter machines.

(e) An employer shall not utilise in the Industry or in the area to which this Agreement relates, stone of any type manufactured, dressed or partly dressed, as the case may be, in any area in the Republic of South Africa in which a scale of wages for the work involved is lower than that laid down for such work in any statutory wage-regulating instrument applicable to the Industry in such area, or if no such instrument exists in such area, than the rate laid down in any statutory wage-regulating instrument operating nearest to such area.

(f) (i) All stone-work of any type manufactured, dressed or partly dressed within the area to which this Agreement relates shall be marked or stamped in such a manner or form as the Council may from time to time determine.

(ii) An employer shall not utilise in the erection of buildings or structures, stone work of any type manufactured, dressed or partly dressed for erection in a particular building which is not so marked or stamped.

57. SCAFFOLDING AND PLANT

Employers and employees shall observe the rules and the provisions set out in the Appendix to this Agreement: Provided that to the extent to which the regulations in respect of building, demolition and excavation work published under the Factories, Machinery and Building Work Act, 1941, contain provisions which are inconsistent with the provisions of the Appendix or contain provisions not appearing in the Appendix, the provisions of the said regulations shall apply.

58. ADMINISTRATION AND CONTROL OF FUNDS

In respect of the financial control and/or dissolution or winding-up of the funds referred to in clauses 60, 62 and 63, following conditions shall *mutatis mutandis* apply in respect of each fund:

(1) All moneys accruing to such funds shall be deposited in a banking account opened in the name of the relevant fund and all moneys received shall be deposited therein within three days of the date of receipt.

(2) (a) Any amount held by the Council to the credit of a fund may be invested from time to time in—

- (i) Stock of the Government of the Republic of South Africa or Local Government Stock;
- (ii) National Savings Certificates;
- (iii) Post Office Savings Accounts or Certificates;
- (iv) Savings Accounts, permanent shares or fixed deposits in building societies or banks; or
- (v) any other manner approved by the Registrar.

(b) If at any time the amount to the credit of the Sick Fund or Medical Aid Fund drops below R20 000 payment of benefits shall cease and shall not be resumed until the amount to the credit of—

- (i) the Sick Fund exceeds R30 000; and
- (ii) the Medical Aid Funds exceeds R40 000.

Upon payment of benefits being resumed, claims shall be met in the order in which they were received.

(3) Any interest accruing from the investments of the Sick Fund and the Medical Aid Fund shall be the sole property of the relevant fund and any interest accruing from the investments of the Holiday Fund shall be the sole property of the Council as recompense for the administration of the Holiday Fund. No employer or employee shall have any claim in respect of such interest, nor shall they be responsible for any contributions towards the expenses of administering the Funds.

(4) The Council shall cause full and true accounts of each of the Funds to be kept and shall cause to be prepared an annual account for the period ending 31 December of each year of all revenue and expenditure of the Funds and a statement showing their assets and liabilities. Every such account and statement shall be certified by the auditors of the Council, who shall be public accountants, and shall be countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Secretary for Labour together with any report made thereon by the auditors. A copy of the annual accounts and balance sheets shall be available for inspection by the members of the Funds.

(c) 'n Werkgewer moet geskikte skure waarvan die dak minstens 3 m hoog moet wees, vir klipkappers verskaf: Met dien verstande dat hierdie paragraaf nie op klein werkies op bouterreine van toepassing is nie.

(d) Dit is die plig van 'n werkgewer om te verseker dat daar nie met duntermasjiene gewerk word nie, en dit is die plig van 'n werknemer om nie met sodanige masjiene te werk nie—

- (i) in die skuur waar mans besig om klip te kap; of
- (ii) binne 27,5 m van 'n klipmesselaar af wat besig is om klip te kap;

tensy toereikende beskerming verskaf word vir werknemers wat in die nabyheid van genoemde duntermasjiene werk.

(e) 'n Werkgewer mag nie in die Nywerheid of in die gebied waarop hierdie Ooreenkoms betrekking het klip van enige tipe wat vervaardig, afgewerk of gedeeltelik afgewerk is, na gelang van die geval, in 'n gebied in die Republiek van Suid-Afrika waarin die lone vir die betrokke werk laer is as dié wat vir sodanige werk voorgeskryf word in 'n statutêre loonreëlingsmaatregel wat op die Nywerheid van toepassing is in daardie gebied of, as daar nie so 'n maatregel in sodanige gebied bestaan nie, wat laer is as die lone wat voorgeskryf word in 'n statutêre loonreëlingsmaatregel wat van toepassing is in 'n gebied wat die naaste aan sodanige gebied is, gebruik nie.

(f) (i) Alle klipwerk van enige tipe wat vervaardig, afgewerk of gedeeltelik afgewerk is in die gebied waarop hierdie Ooreenkoms betrekking het, moet gemerk of gestempel word op 'n manier of in 'n vorm wat die Raad van tyd tot tyd mag bepaal.

(ii) 'n Werkgewer mag nie by die oprigting van geboue of bouwerke klipwerk van enige tipe wat vervaardig, afgewerk of gedeeltelik afgewerk is vir oprigting in 'n bepaalde gebou, gebruik nie tensy dit aldus gemerk of gestempel is.

57. STEIERWERK EN INSTALLASIES

Werkgewers en werknemers moet die reëls en die bepalings wat in die Byvoegsel tot hierdie Ooreenkoms uiteengesit is, nagekom: Met dien verstande dat in die mate waarin die regulasies ten opsigte van bou-, slopings- en uitgrawingswerk, gepubliseer kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, bepalings bevat wat strydig is met die byvoegsel, of bepalings bevat wat nie in die Byvoegsel voorkom nie, die bepalings van genoemde regulasies van toepassing is.

58. ADMINISTRASIE VAN EN BEHEER OOR FONDSE

Die volgende voorwaardes is *mutatis mutandis* van toepassing ten opsigte van die finansiële beheer en/of ontbinding of likwidasië van elkeen van die Fondse bedoel in klousules 60, 62 en 63:

(1) Alle geld wat aan dié Fondse toeval, moet in 'n bankrekening gedeponeer word wat op die naam van die betrokke fonds geopen word en alle geld wat ontvang word, moet binne drie dae ná die ontvangsdatum daarin gedeponeer word.

(2) (a) Die Raad mag 'n bedrag wat hy in die krediet van 'n fonds hou, van tyd tot tyd belê in—

- (i) effekte van die Regering van die Republiek van Suid-Afrika of plaaslike besture;
- (ii) Nasionale Spaarsertifikate;
- (iii) Posspaarbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke; of
- (v) op enige ander wyse wat deur die Registrateur goedgekeur word.

(b) Indien die bedrag in die krediet van die Siekefonds of die Mediese Bystandsfonds te eniger tyd tot onder R20 000 daal, word die betaling van bystand gestaak en nie hervat nie voordat die bedrag in die krediet van—

- (i) die Siekefonds meer as R30 000 is; en
- (ii) die Mediese Bystandsfonds meer as R40 000 is.

Sodra die betaling van bystand weer hervat word, moet die eise betaal word in die volgorde waarin hulle ontvang is.

(3) Alle rente op die beleggings van die Siekefonds en die Mediese Bystandsfonds is die eiendom van die betrokke fonds alleen en alle rente op die belegging van die Vakansiefonds is die eiendom van die Raad alleen as beloning vir die administrasie van die Vakansiefonds. Geen werkgewer of werknemer het enige aanspraak op dié rente nie, en hulle is ook nie verantwoordelik vir bydraes tot die uitgawes van die Fondse se administrasie nie.

(4) Die Raad moet toesien dat volledige en korrekte rekenings van elk van die Fondse bygehou word en dat 'n jaarlikse rekening vir die tydperk eindigende 31 Desember elke jaar opgestel word ten opsigte van alle inkomste en uitgawes van die Fondse asook 'n staat wat hul bates en laste toon. Elke sodanige rekening en staat moet deur die ouditeurs van die Raad (wat openbare rekenmeesters moet wees) gesertifiseer word en moet deur die Voorsitter van die Raad mede-onderteken word en binne drie maande ná die einde van die tydperk wat daardeur gedek word, aan die Sekretaris van Arbeid gestuur word tesame met 'n verslag van die ouditeurs daaroor. 'n Kopie van die jaarlikse rekenings en balansstate moet beskikbaar wees vir insae deur lede van die Fondse.

(5) (a) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Holiday Fund shall continue to be administered by the Council until it is either liquidated, in the manner set forth in subclause (7) (a) of this clause, or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

(b) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Sick Fund and the Medical Aid Fund not being negotiated within a period of 12 months from the date of such expiry or the Funds not being transferred by the Council within such period to any other funds constituted for the same purpose as that for which the original Funds were created, the Funds shall be liquidated, in the manner set forth in subclause (7) (b) of this clause, by the Management Committee in office at the time. The Funds shall during the said period of 12 months or until such time as they are transferred to any other funds referred to above, be administered by the Management Committee in office at the time.

(6) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation of both sides to administer the Holiday Fund while the Sick Fund and Medical Aid Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on any committee may be filled by the Registrar from employers and employees, as the case may be, so as to ensure an equality of employer and employee representatives on that committee. In the event of any such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee(s) shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence, the Funds shall be liquidated upon the expiry of this Agreement by the committee functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (7) of this clause, and if upon the expiry of this Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(7) (a) Upon liquidation of the Holiday Fund in terms of subclauses (5) (a) and (6) of this clause, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(b) Upon liquidation of the Sick Fund and Medical Aid Fund in terms of subclauses (5) (b) and (6) of this clause, the provisions of clause 13 of the Council's Constitution shall *mutatis mutandis* apply.

59. EXPENSES OF THE COUNCIL

(1) The amounts paid or payable by employers in terms of clause 44 (1) (e) of this Agreement and subclause (2) hereof shall accrue to the general funds of the Council, which funds shall be vested in and administered by the Council.

(2) Subject to the provisions of subclause (3) hereof, every employer shall pay weekly to the Secretary of the Council an amount of six cents in respect of each of his employees for whom wages are prescribed in clause 34 (1) (b), (c), (d), (f), (g), (h), (i), (j) and (k): Provided that—

(i) no payment shall be made in respect of an employee who has worked for an employer for less than 12 hours in any week;

(ii) 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 12 hours.

(3) An employer may deduct week by week from the earnings of each of his employees referred to in subclause (2) an amount of three cents: Provided that—

(i) not more than one such deduction shall be made from the earnings of an employee in any week;

(ii) no deduction shall be made from the earnings of an employee who has worked for an employer for less than 12 hours in any week;

(iii) where an employee is employed by two or more employers during the same week the deduction in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 12 hours.

(5) (a) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om 'n ander rede gestaak word, moet die Vakansiefonds nog deur die Raad geadminestreer word totdat dit of gelikwider word op die wyse uiteengesit in subklousule (7) (a) van hierdie klousule, of deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike fonds in die lewe geroep is.

(b) By verstryking van hierdie Ooreenkoms of 'n verlenging daarvan en indien geen daaropvolgende ooreenkoms vir die voortsetting van die Siekefonds en Mediese Bystandsfonds aangeaan word binne 12 maande vanaf die datum van sodanige verstryking nie, of indien die Raad nie die Fondse binne sodanige tydperk na ander fondse oordra wat vir dieselfde doel gestig is as dié waarvoor die oorspronklike Fondse geskep was nie, moet die Bestuurskomitee wat op daardie tydstip diens doen, die Fondse likwider op die wyse uiteengesit in subklousule (7) (b) van hierdie klousule. Die Bestuurskomitee wat op daardie tydstip diens doen, moet die Fondse administreer gedurende genoemde tydperk van 12 maande of tot tyd en wyl dit na ander fondse soos hierbo bedoel, oorgedra word.

(6) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin die Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Nywerheids-registrateur 'n komitee van werkgewers en werknemers in die Nywerheid aanstel op 'n grondslag van gelyke verteenwoordiging van albei partye om die Vakansiefonds te administreer, terwyl die Siekefonds en die Mediese Bystandsfonds steeds deur die Bestuurskomitee wat op daardie tydstip diens doen, geadminestreer moet word. Vakatures wat in enige komitee ontstaan, kan deur die Registrateur gevul word uit die werkgewers en werknemers, naging van die geval, om te verseker dat daar 'n gelyke getal verteenwoordigers van die werkgewers en werknemers in die komitee is. Indien so 'n komitee nie sy pligte kan of wil uitvoer nie, of 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee te vervul en dié trustee beskik dan vir dié doel oor al die bevoegdhede van die komitee. Indien daar geen Raad bestaan nie, moet die komitee wat ingevolge hierdie subklousule funksioneer of die trustee of trustees, na gelang van die geval, by verstryking van hierdie Ooreenkoms die Fondse likwider op die wyse uiteengesit in subklousule (7) van hierdie klousule, en as die sake van die Raad by verstryking van hierdie Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van die Fondse ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

(7) (a) By likwidasië van die Vakansiefonds ooreenkomstig subklousules (5) (a) en (6) van hierdie klousule, moet die geld wat nog in die krediet van die Fonds staan ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië-koste, in die algemene fondse van die Raad gestort word.

(b) By likwidasië van die Siekefonds en die Mediese Bystandsfonds ooreenkomstig subklousule (5) (b) en (6) van hierdie klousule, is klousule 13 van die Raad se konstitusie *mutatis mutandis* van toepassing.

59. UITGAWES VAN DIE RAAD

(1) Die bedrae wat werkgewers ingevolge klousule 44 (1) (e) van hierdie Ooreenkoms in subklousule (2) hiervan betaal of wat deur hulle betaalbaar is, val aan die algemene fondse van die Raad toe en dié fondse berus by en word geadminestreer deur die Raad.

(2) Behoudens subklousule (3) hiervan, moet elke werkgewer elke week 'n bedrag van 6c aan die Sekretaris van die Raad betaal ten opsigte van elk van sy werknemer vir wie lone in klousule 34 (1) (b), (c), (d), (f), (g), (h), (i), (j) en (k) voorgeskryf word: Met dien verstande dat—

(i) geen betaling geskied ten opsigte van 'n werknemer wat minder as 12 uur in 'n week vir 'n werkgewer gewerk het nie;

(ii) waar 'n werknemer gedurende dieselfde week by twee of meer werknemers in diens was, die werkgewer by wie hy die eerste gedurende daardie week minstens 12 uur lank in diens was, die bedrag ten opsigte van daardie week moet betaal.

(3) 'n Werkgewer mag elke week 'n bedrag van 3c aftrek van die verdienste van elk van sy werknemers in subklousule (2) bedoel: Met dien verstande dat—

(i) dié bedrag hoogstens een keer per week van die verdienste van 'n werknemer afgetrek mag word;

(ii) geen bedrag afgetrek mag word van die verdienste van 'n werknemer wat minder as 12 uur in 'n week vir 'n werkgewer gewerk het nie;

(iii) waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, die bedrag ten opsigte van daardie week afgetrek moet word deur die werkgewer by wie hy die eerste gedurende daardie week minstens 12 uur in diens was,

60. BUILDING INDUSTRY HOLIDAY FUND

(1) *Continuation.*—The operation of the Fund established under Government Notice 1926 dated 20 November 1959, and known as the "Building Industry Holiday Fund" (hereinafter referred to as the "Holiday Fund" or the "Fund") is hereby continued.

(2) *Contributions.*—Subject to the provisions of clause 58 the amounts paid or payable by employers to the Secretary of the Council in terms of clause 44 (1) (a) and by the Sick Fund in terms of clauses 3 (2) (b) and 6 (2) (a) (ii) of the Schedule to clause 63 (10) shall be paid by the Council into the Building Industry Holiday Fund and shall be applied for the purpose and in the manner hereinafter set out.

(3) *Administration of the Holiday Fund.*—The Holiday Fund shall be administered by the Council.

(4) *Assessment and payment of holiday pay.*—On the first Friday in November each year the Secretary of the Council shall ascertain the amount due to the employee, as reflected by the number of contributions paid on his behalf and recorded on his contribution record card, and shall pay such amount to the employee on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period referred to in clause 33 (1) (a), less payments, if any, made by the Council in terms of subclause (9) hereof. Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(5) Payment for the Day of the Covenant, Christmas Day and New Year's Day is included in the payment referred to in subclause (4).

(6) *Unclaimed Holiday Pay.*—Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(7) Subject to the provisions of subclause (9) of this clause, no employee shall be entitled to claim payment from the Holiday Fund until the day prescribed by the Council in terms of subclause (4) of this clause. The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so.

(8) In the case of death of an employee the amount due to him from the Fund shall be paid to his estate by cheque drawn in favour of such estate, upon a written application being lodged with the Secretary of the Council.

(9) *Payment for Public Holidays (Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Kruger Day).*—(a) The Council shall provide each employee for whom wages are prescribed in clause 34 (1) (a) with a coupon for payment in respect of Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Kruger Day.

(b) The coupon shall be in such form as the Council may decide and each coupon shall bear the employee's registration number, and shall stipulate the amount to be paid to the employee in respect of one day's pay and the minimum number of contributions that must have been made on his behalf in terms of clause 44 (1) (a) to entitle the employee to payment in respect of such coupon.

(c) (i) On the pay-day for the week in which the public holiday falls, the employer shall pay to the employee the amount stipulated on the coupon referred to in paragraph (a), subject to the employee surrendering to the employer at least two working days before the relevant pay-day the appropriate coupon, duly signed by such employee.

(ii) Provided that an employer lodges the relevant coupon fully completed with the Secretary of the Council within 30 days of the relevant public holiday, he shall be entitled to recover from the Council any payment made by him in terms of subparagraph (i) hereof.

(iii) The employer shall not be entitled to a refund of the amount paid by him in terms of subparagraph (i) hereof if no contributions have been paid to the Council in terms of clause 44 (1) (a) in respect of the employee, and in the event of the amount paid by the employer to the employee being in excess of the contributions paid to the Council in respect of such employee in terms of clause 44 (1) (a), the employer shall be refunded only the actual amount standing to the credit of the employee on his contribution record card.

(10) *Benefits may not be assigned, charged or set-off.*—Benefits provided by the Fund shall not—

- (a) be capable of being assigned or charged;
- (b) be attached by the order of any court;
- (c) be set-off against any debt due by the employee entitled to such benefits.

60. VAKANSIEFONDS VIR DIE BOUNYWERHEID

(1) *Voortsetting.*—Die Fonds gestig by Goewermentskennisgewing 1926 van 20 November 1959 en bekend as die "Vakansiefonds vir die Bounywerheid" (hierna die "Vakansiefonds" of "Fonds" genoem) word hierby voortgesit.

(2) *Bydraes.*—Behoudens klousule 58, moet die bedrae wat werkgevers betaal of wat deur hulle betaalbaar is aan die Sekretaris van die Raad ingevolge klousule 44 (1) (a) en deur die Siekefonds ingevolge klousule 3 (2) (b) en 6 (2) (a) (ii) van die Bylae tot klousule 63 (10), deur die Raad in die Vakansiefonds vir die Bounywerheid gestort word en dié bedrae moet aangewend word vir die doel en op die wyse wat hieronder uiteengesit word.

(3) *Administrasie van die Vakansiefonds.*—Die Vakansiefonds moet deur die Raad geadminestreer word.

(4) *Berekening en betaling van vakansiebesoldiging.*—Op die eerste Vrydag van November elke jaar moet die Sekretaris van die Raad die bedrag bepaal wat aan die werknemer verskuldig is soos weergegee deur die getal bydraes namens hom betaal en op sy bydraerekordkaart aangeteken, en moet hy sodanige bedrag aan die werknemer betaal op 'n datum wat die Raad vasstel, maar voor of op die dag voor die aanvang van die vakansietydperk wat in klousule 33 (1) (a) bedoel word, min betalings, as daar is, wat deur die Raad ingevolge subklousule (9) hiervan gedoen is. Tensy die Raad anders gelas, moet betalings per tjek ten gunste van die werknemer gedoen word en geen bevel of magtiging om dit aan 'n ander persoon te betaal, word erken nie.

(5) Betaling vir Geloftedag, Kersdag en Nuwerjaarsdag is ingesluit in die betaling in subklousule (4) bedoel.

(6) *Onopgeëiste vakansiebesoldiging.*—Indien 'n werknemer versuim om sy vakansiebesoldiging te eis binne 'n tydperk van ses maande vanaf die datum waarop dié tydperk begin, word dit verbeur en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling oorweeg wat ná genoemde tydperk ingedien word en hy kan na goedvinde magtiging daartoe verleen.

(7) Behoudens subklousule (9) van hierdie klousule, is geen werknemer geregtig om betaling te eis van die vakansiefonds voor die dag wat deur die Raad ingevolge subklousule (4) van hierdie klousule voorgeskryf word nie. Die Raad het egter die bevoegdheid om magtiging vir dié betaling te verleen indien hy dit na goedvinde gerade ag.

(8) Indien 'n werknemer te sterwe kom, moet die bedrag wat uit die Fonds aan hom verskuldig is, aan sy boedel betaal word per tjek wat ten gunste van dié boedel getrek is, nadat skriftelik daarom aansoek by die Sekretaris van die Raad gedoen is.

(9) *Betaling vir openbare vakansiedae (Goëe Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag).*—(a) Die Raad moet elke werknemer vir wie 'n loon in klousule 34 (1) (a) voorgeskryf is, voorsien van 'n koepon vir betaling ten opsigte van Goëe Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag.

(b) Die koepon moet in dié vorm wees waarop die Raad besluit en op elke koepon moet die werknemer se registrasienommer voorkom asook die bedrag wat aan die werknemer betaal moet word vir betaling vir een dag en die minimum getal bydraes wat namens hom ingevolge klousule 44 (1) (a) gedoen moes gewees het om hom op betaling ten opsigte van so 'n koepon geregtig te maak.

(c) (i) 'n Werkgever moet 'n werknemer op die betaaldag vir die week waarin die openbare vakansiedag val, die bedrag betaal wat aangedui word op die koepon in paragraaf (a) bedoel, met die voorbehoud dat die werknemer minstens twee werkdade voor die betrokke betaaldag die toepaslike koepon, behoorlik deur so 'n werknemer geteken, aan die werkgever oorhandig.

(ii) Mits die werkgever die betrokke koepon, behoorlik ingevul, binne 30 dae na die betrokke openbare vakansiedag by die Sekretaris van die Raad indien, is hy daarop geregtig om alle bedrae wat hy ingevolge subparagraaf (i) hiervan betaal het, op die Raad te verhaal.

(iii) 'n Werkgever is nie geregtig op terugbetaling van die bedrag wat ingevolge subparagraaf (i) hiervan deur hom betaal is indien geen bydraes ingevolge klousule 44 (1) (a) ten opsigte van die werknemer aan die Raad betaal is nie, en indien die bedrag wat deur die werkgever aan die werknemer betaal is, meer is as die bydraes wat ten opsigte van sodanige werknemer ingevolge klousule 44 (1) (a) aan die Raad betaal is, word slegs die werklike bedrag in die krediet van die werknemer op sy bydraerekordkaart aan die werkgever terugbetaal.

(10) *Voordele mag nie afgestaan, gedebiteer of afgetrek word nie.*—Voordele deur die Fonds verskaf, mag nie—

- (a) afgestaan of gedebiteer word nie;
- (b) ingevolge 'n hofbevel beslag op gelê word nie;
- (c) afgetrek word van skuld wat 'n werknemer wat op dié voordele geregtig is, verskuldig is nie.

61. BLOEMFONTEIN BUILDING INDUSTRY PENSION SCHEME

(1) The amounts paid by employers in terms of clause 44 (1) (b) and by the Sick Fund in terms of clauses 3 (2) (b) and (6) (2), (a) (ii) of the Schedule to clause 63 (10) of this Agreement shall be paid by the Council to the insurance company or companies with which an agreement or agreements referred to in subclause (2) (b) has or have been entered into for application of the objects of the Pension Scheme, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(2) *Objects.*—(a) The objects of the Pension Scheme shall be to provide benefits for members in the form of gratuities in the case of—

- (i) retirement on account of old age;
- (ii) death.

(b) The Council shall be empowered to enter into an agreement with an insurance company or companies with the object of securing retirement and death benefits for members.

(3) *Membership.*—Membership of the Pension Scheme shall be compulsory for employees in the Building and Monumental Masonry Industries, Bloemfontein, for whom wages are prescribed in clause 34 (1) (a).

(4) *Administration of the Scheme.*—The Scheme shall be administered in accordance with the provisions of the agreement or agreements entered into in terms of subclause (2) (b).

(5) *Payment of Benefits.*—Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreement entered into in terms of subclause (2) (b).

62. BUILDING INDUSTRY MEDICAL AID FUND

(1) *Continuation.*—The operation of the Fund established under Government Notice R. 3688 of 7 November 1969, and known as the "Building Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid Fund" or the "Fund") is hereby continued.

(2) *Contributions.*—Subject to the provisions of clause 58, the amounts paid by employers to the Secretary of the Council in terms of clause 44 (1) (d) and by the Sick Fund in terms of clauses 3 (2) (b) and 6 (2) (a) (ii) of the Schedule to clause 63 (10) shall be paid by the Council into the Building Industry Medical Aid Fund for application to the objects of the Fund.

(3) *Objects.*—The objects of the Medical Aid Fund shall be—

(a) to assist members and their dependants in regard to the costs of—

- (i) medical, dental, para-medical, surgical and optical services; and
- (ii) the supply of medicines; and
- (iii) the supply of medical, dental, surgical and optical requirements or appliances; and
- (iv) accommodation in a hospital or nursing home; and
- (v) any other services as may be specified in the rules from time to time;

(b) to take such measures and do such things as the Council deems necessary for the prevention of sickness or accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Industry;

(c) without in any way detracting from or interfering with a member's free choice of service, to contract, or negotiate a preferential tariff—

- (i) with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;
- (ii) with any other person, body, institution or authority in respect of para-medical services as may be specified in the rules from time to time;

(d) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the afore-mentioned objects;

(e) to enter into an agreement or agreements with any other medical scheme or schemes to provide for the reciprocity of benefits in respect of members, or dependants of members, transferring from the Fund to such medical scheme or schemes, and vice versa.

(4) *Membership of the Fund.*—(a) Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 34 (1) (a).

(b) Persons other than those referred to in paragraph (a) hereof who are directly engaged or employed in the Industry may, at the discretion of the Management Committee, be admitted to membership, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

61. PENSIOENSKEMA VIR DIE BOUNYWERHEID, BLOEMFONTEIN

(1) Die bedrae deur werkgevers betaal kragtens klousule 44 (1) (b) en deur die Siekefonds kragtens klousules 3 (2) (b) en 6 (2) (a) (ii) van die Bylae van klousule 63 (10) van hierdie Ooreenkoms moet deur die Raad betaal word aan die versekeringsmaatskappy of -maatskappye met wie 'n ooreenkoms of ooreenkoms, bedoel in subklousule (2) (b), aangegaan is vir die verwesenliking van die doelstellings van die Pensioenskema, min invorderingskoste van twee en 'n half persent, en dié bedrag val aan die algemene fondse van die Raad toe.

(2) *Doelstellings.*—(a) Die doelstelling met die Pensioenskema is om bystand aan lede te verskaf in die vorm van gratifikasies in die geval van—

- (i) aftrede weens ouderdom;
- (ii) sterfte.

(b) Die Raad word gemagtig om 'n ooreenkoms met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om aftredings- en sterftebystand vir lede te verkry.

(3) *Lidmaatskap.*—Lidmaatskap van die Pensioenskema is verpligtend vir werknemers in die Bou- en Monumentklipmesselnywerheid, Bloemfontein, vir wie lone in klousule 34 (1) (a) voorgeskryf word.

(4) *Administrasie van die Skema.*—Die Skema word geadministreer ooreenkomstig die ooreenkoms of ooreenkoms aangegaan kragtens subklousule (2) (b).

(5) *Betaling van bystand.*—Betaling van bystand moet geskied ten opsigte van lede ooreenkomstig die ooreenkoms of ooreenkoms aangegaan kragtens subklousule (2) (b).

62. MEDIESE BYSTANDSFONDS VIR DIE BOUNYWERHEID

(1) *Voortsetting.*—Die Fonds gestig by Goewermentskennisgewing R. 3688 van 7 November 1969 en bekend as die "Mediese Bystandsfonds vir die Bounywerheid" (hierna die "Mediese Bystandsfonds" of die "Fonds" genoem) word hierby voortgesit.

(2) *Bydraes.*—Behoudens klousule 58, moet die bedrae wat aan die Sekretaris van die raad betaal word deur die werkgevers ingevolge klousule 44 (1) (d) en deur die Siekefonds ingevolge klousules 3 (2) (b) en 6 (2) (a) (ii) van die Bylae van klousule 63 (10) deur die Raad in die Mediese Bystandsfonds vir die Bounywerheid gestort word en moet dit aangewend word vir die doeleindes van die Fonds.

(3) *Doelstellings.*—Die doelstellings met die Mediese Bystandsfonds is—

(a) om lede en hul afhanklikes by te staan in verband met die koste van—

- (i) mediese, tandheelkundige, paramediese, chirurgiese en oogkundige dienste; en
- (ii) die verskaffing van medisyne; en
- (iii) die verskaffing van mediese, tandheelkundige, chirurgiese en oogkundige behoeftes of toestelle; en
- (iv) huisvesting in 'n hospitaal of verpleeginrigting; en
- (v) enige ander diens wat van tyd tot tyd in die reëls gespesifiseer mag word;

(b) om dié maatreëls te tref en dié dinge te doen wat die Raad nodig ag vir die voorkoming van siekte of ongevallen en vir die verbetering en bevordering van gesondheid van lede, hul afhanklikes en persone wat in die Nywerheid werksaam of daarby betrokke is;

(c) om, sonder om op enige wyse afbreuk te doen aan of in te meng met 'n lid se vrye keuse van diens, 'n kontrak aan te gaan of 'n voorkeurtarief te beding met—

- (i) enige hospitaal, geregistreerde verpleeginrigting of soortgelyke inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;
- (ii) enige ander persoon, liggaam, inrigting of owerheid ten opsigte van paramediese dienste soos wat van tyd tot tyd in die reëls gespesifiseer mag word;

(d) om al dié dinge te doen wat nodig mag wees, mag voortvloei uit of bevorderlik mag wees vir die welsyn van lede en hul afhanklikes en die verwesenliking van voornoemde doelstellings;

(e) om 'n ooreenkoms of ooreenkoms met enige ander mediese skema of skemas aan te gaan om voorsiening te maak vir die wederkerigheid van bystand ten opsigte van lede, of afhanklikes van lede, wat van die Fonds na sodanige mediese skema of skemas oorgeplaas word, en omgekeerd.

(4) *Lidmaatskap van die Fonds.*—(a) Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 34 (1) (a) voorgeskryf word.

(b) Ander persone as dié bedoel in paragraaf (a) hiervan wat regstreeks in die Nywerheid werksaam of daarby betrokke is, kan na goedvinde van die Bestuurskomitee lede word, en hierdie klousule en die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(5) *Administration of the Medical Aid Fund.*—(a) The Medical Aid Fund shall be administered by a management committee appointed by the Council from amongst its members and consisting of an equal number of representatives of the employers and the employees. The provisions of the Council's Constitution relating to the election of a chairman and vice-chairman, their period of office and the calling and conduct of the meetings of the Council, shall *mutatis mutandis* apply in the case of the Management Committee.

(b) (i) The Medical Aid Fund shall be administered in accordance with the rules prescribed for the purpose by the Council.

(ii) The Council may at any time make new rules, alter or repeal any existing rules. Copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Labour.

(c) The Management Committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Management Committee to the Council, whose decision shall be final.

(d) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Medical Aid Fund which the Management Committee is unable to settle, shall be referred to the Council for its decision.

(6) *Appointment of Staff.*—The Council shall appoint a secretary who shall be known as the secretary of the Medical Aid Fund and such other staff as may be necessary for the proper administration of the Fund.

(7) *Expenditure of the Fund.*—(a) The Management Committee shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that year and shall reimburse the Council with the amount thereof.

(b) All other expenditure necessarily incurred in connection with the administration of the Fund, including the expenditure incurred in connection with the performance of the functions of the Management Committee, shall be defrayed by the Fund.

(8) *Indemnification of the Members of the Management Committee and Staff.*—The members of the Management Committee, secretary, officers and employees of the Council shall not be liable for the debts of the Medical Aid Fund and they are hereby indemnified against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

(9) *Benefits Paid in error.*—If any member and/or his dependant has received benefits to which he is not entitled under the provisions of this clause or the rules of the Medical Aid Fund, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such member and/or his dependant of the repayment of the whole amount.

(10) *Payment of Benefits.*—Payment of benefits shall be made in respect of members and their dependants in accordance with the rules of the Medical Aid Fund.

(11) *Benefits.*—(i) Subject to the rules of the Medical Aid Fund, the total amount payable in respect of any member and his dependants in any one calendar year shall not exceed the following:

	R
(a) In the case of a single member.....	500
(b) In the case of a member with one dependant.....	600
(c) In the case of a member with two or more dependants.....	900

(ii) The Council shall supply each member with a brochure setting out the benefits payable under the Fund and such other particulars as the Council may from time to time decide.

(12) *Benefits inalienable.*—The benefits provided by the Medical Aid Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and his membership of the Medical Aid Fund in respect of himself and his dependants shall be terminated.

63. BUILDING INDUSTRY SICK FUND

(1) *Continuation.*—The operation of the Fund established under Government Notice R. 3688 of 7 November 1969 and known as the "Building Industry Sick Fund" (hereinafter referred to as the "Sick Fund" or the "Fund") is hereby continued.

(2) *Contributions.*—Subject to the provisions of clause 58, the amounts paid to the Secretary of the Council in terms of clause 44 (1) (c) and 44 (1) (h) and clauses 3 (2) (b) and 6 (2) (a) (ii) of the Schedule to subclause (10) of this clause shall be paid by the Council into the Building Industry Sick Fund for application to the objects of the Fund.

(5) *Administrasie van die Mediese Bystandsfonds.*—(a) Die Mediese Bystandsfonds word geadminestreer deur 'n bestuurskomitee deur die Raad aangestel uit sy lede en bestaan uit 'n gelyke getal verteenwoordigers van die werkgewers en die werknemers. Die Raad se konstitusie betreffende die verkiesing van 'n voorsitter en ondervoorsitter, hul ampstermyn en die byeenroep en leiding van die vergaderings van die Raad is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(b) (i) Die Mediese Bystandsfonds word geadminestreer ooreenkomstig die reëls wat vir die doel deur die Raad voorgeskryf word.

(ii) Die Raad kan te eniger tyd nuwe reëls opstel, enige bestaande reëls wysig of herroep. Kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(c) Die bestuurskomitee kan enige of alle bystand weier en/of weerhou van enige lid en/of sy afhanklikes wat na sy mening gehandel het op 'n wyse wat bereken is om die belange van die Fonds en sy lede skade te berokken, of wat na alle redelike waarskynlikheid sodanige skade kan berokken: Met dien verstande dat so 'n lid die geleentheid gebied moet word om by die Raad appél aan te teken teen die beslissing van die Bestuurskomitee en die Raad se beslissing is finaal.

(d) Enige geskil betreffende die vertolking betekenis of bedoeling van enigen van die bepalings van hierdie klousule of betreffende die administrasie van die Mediese Bystandsfonds wat die Bestuurskomitee nie in staat is om te besleg nie, moet na die Raad verwys word vir sy beslissing.

(6) *Aanstelling van personeel.*—Die Raad moet 'n sekretaris aanstel wat bekend staan as die sekretaris van die Mediese Bystandsfonds en sodanige ander personeel as wat nodig mag wees vir die behoorlike administrasie van die Fonds.

(7) *Uitgawes van die Fonds.*—(a) Die Bestuurskomitee moet so gou prakties moontlik ná die einde van iedere boekjaar die waarde vasstel van die dienste aan die Fonds deur die Raad gedurende daardie jaar gelewer en moet die Raad met die bedrag daarvan vergoed.

(b) Alle ander uitgawes wat noodwendig in verband met die administrasie van die Fonds aangegaan word, insluitende die uitgawes aangegaan in verband met die verrigting van die werksaamhede van die Bestuurskomitee, moet deur die Fonds bestry word.

(8) *Vrywaring van die lede van die Bestuurskomitee en personeel.*—Die lede van die Bestuurskomitee, sekretaris, ampsdraers en werknemers van die Raad is nie aanspreeklik vir die skulde van die Mediese Bystandsfonds nie en hulle word hierby gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of in verband met die *bona fide*-uitvoering van hul pligte.

(9) *Bystand per abuis betaal.*—As 'n lid en/of sy afhanklike bystand ontvang het waarop hy nie kragtens hierdie klousule of die reëls van die Mediese Bystandsfonds geregtig is nie, is hy daarvoor aanspreeklik om aan die Fonds die bedrag van die bystand aldus ontvang, terug te betaal: Met dien verstande dat as die Bestuurskomitee dit in enige besondere geval onbillik vind om terugbetaling van die hele bedrag te eis, hy na goedvinde terugbetaling van enige kleiner bedrag kan eis, of dié lid en/of sy afhanklike van terugbetaling van die hele bedrag kan vrystel.

(10) *Betaling van bystand.*—Betaling van bystand moet aan lede en hul afhanklikes geskied ooreenkomstig die reëls van die Mediese Bystandsfonds.

(11) *Bystand is onvervreembaar.*—Die bystand deur die Mediese Bystandsfonds mag die totale bedrag betaalbaar ten opsigte van enige lid en sy afhanklikes in enige bepaalde kalenderjaar hoogstens soos volg wees:

	R
(a) In die geval van 'n ongetroude lid.....	500
(b) In die geval van 'n lid met een afhanklike.....	600
(c) In die geval van 'n lid met twee of meer afhanklikes.....	900

(ii) Die Raad moet elke lid van 'n brosjure voorsien waarin die bystand uiteengesit word wat kragtens die Fonds betaalbaar is asook alle ander besonderhede waaroor die Raad van tyd tot tyd mag besluit.

(12) *Bystand is onvervreembaar.*—Die bystand deur die Mediese Bystandsfonds verskaf, is nie oordraagbaar nie en enige lid wat poog om sy regte af te staan, oor te dra, te seeder, te verpand of te verhipotekeer is onmiddellik nie langer geregtig op enige bystand hoegenaamd nie en sy lidmaatskap van die Mediese Bystandsfonds ten opsigte van homself en sy afhanklikes moet beëindig word.

63. SIEKEFONDS VIR DIE BOUNYWERHEID

(1) *Voortsetting.*—Die Fonds ingestel by Goewermentskennisgewing R. 3688 van 7 November 1969 en bekend as die "Siekefonds vir die Bounywerheid" (hierna die "Siekefonds" of die "Fonds" genoem) word hierby voortgesit.

(2) *Bydraes.*—Behoudens klousule 58, moet die bedrae wat ingevolge klousule 44 (1) (c) en 44 (1) (h) en klousules 3 (2) (b) en 6 (2) (a) (ii) van die Bylae van subklousule (10) van hierdie klousule aan die Sekretaris van die Raad betaal word, deur die Raad in die Siekefonds vir die Bounywerheid gestort word en moet dit aangewend word vir die doeleindes van die Fonds.

(3) *Objects.*—The objects of the Sick Fund shall be—

(a) to recompence members for loss of earnings arising out of sickness or accident;

(b) to provide gratuities and/or annuities for members in the case of permanent disability;

(c) to compensate employees for the loss of their tools by theft from lock-ups and workshops: Provided that if an employee loses his tools due to the acts or omissions described in clause 53 (2) of this Agreement, the employer of such employee shall be responsible for the total value of such lost tools;

(d) to provide benefits for members who become unemployed as a direct result of the employment in their trades of artisan's assistants, Grade I.

(4) *Membership of the Fund.*—Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 34 (1) (a).

(5) *Administration of the Fund.*—(a) The Fund shall be administered by a management committee appointed by the Council from amongst its members and shall consist of an equal number of representatives of the employers and the employees. The provisions of the Council's Constitution relating to the election of a Chairman and Vice-chairman, their period of office and the calling and conduct of meetings of the Council, shall *mutatis mutandis* apply in the case of the Management Committee.

(b) The Sick Fund shall be administered in accordance with the provisions of this clause and clause 58.

(c) The Management Committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council whose decision shall be final.

(d) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Fund which the Management Committee is unable to settle, shall be referred to the Council for its decision.

(6) *Appointment of Staff.*—The Council shall appoint a Secretary who shall be known as the Secretary of the Sick Fund and such other staff as may be necessary for the proper administration of the Fund.

(7) *Expenditure of the Fund.*—(a) The Management Committee shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that financial year and shall reimburse the Council with the amount thereof.

(b) All other expenditure necessarily incurred in connection with the administration of the Fund, including expenditure incurred in connection with the performance of the functions of the Committee, shall be defrayed from the Fund.

(8) *Indemnification of members of the Committee, Secretary, Officers and Employees of the Fund.*—The members of the Management Committee, secretary, officers and employees of the Fund shall not be liable for the debts of the Fund and they are hereby indemnified against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

(9) *Benefits paid in error.*—If an employee has received benefits to which he is not entitled under the provisions of this clause, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Management Committee deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such employee of the repayment of the whole amount.

(10) *Payment of benefits.*—Benefits accruing to members shall be of the nature and to the extent prescribed in the following Schedule:

SCHEDULE

1. Qualification for benefits

(1) A member shall not be entitled to the benefits—

(a) prescribed in clauses 3 and 5 of this Schedule, unless his employer has made contributions to the Fund in terms of clauses 44 (1) (c) and 44 (1) (h) in respect of at least 26 consecutive weeks: Provided that any contributions made by an employer in terms of clauses 23 (1) (c) and 23 (1) (h) of the Agreement published under Government Notice R. 3688 of 7 November 1969 shall, for the purposes of this paragraph, be deemed to have been made in terms of this Agreement;

(b) prescribed in clause 6 of this Schedule, unless his employer has made contributions to the Fund in terms of clause 44 (1) (c) in respect of at least 26 consecutive weeks from or after the date of coming into operation of this Agreement.

(3) *Doelstellings.*—Die doelstellings met die Siekefonds is om—

(a) lede te vergoed vir die verlies van verdienste weens siekte of 'n ongeluk;

(b) gratifikasies en/of jaargelde aan lede te verskaf in geval van permanente ongeskiktheid;

(c) werknemers te vergoed vir die verlies van hul gereedskap weens diefstal uit toesluitplekke en werkinkels: Met dien verstande dat as 'n werknemer sy gereedskap verloor weens optrede of versuim soos in klousule 53 (2) van hierdie Ooreenkoms beskryf, die werkgever van so 'n werknemer vir die totale waarde van dié verlore gereedskap verantwoordelik is;

(d) bystand te verskaf aan lede wat werkloos raak as regstreekse gevolg van die indiensneming van ambagsman se assistente, graad I, in hul beroep.

(4) *Lidmaatskap van die Fonds.*—Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 34 (1) (a) voorgeskryf word.

(5) *Administrasie van die Fonds.*—(a) Die Fonds word geadmistreer deur 'n Bestuurskomitee wat die Raad uit sy lede aanstel en moet bestaan uit ewe veel verteenwoordigers van die werkgevers en die werknemers. Die Raad se konstitusie betreffende die verkiesing van 'n voorsitter en ondervoorsitter, hul ampstermyne en die byeenroep en bestuur van vergaderings van die Raad is *mutatis mutandis* van toepassing in die geval van die Bestuurskomitee.

(b) Die Siekefonds word ooreenkomstig hierdie klousule en klousule 58 geadmistreer.

(c) Die Bestuurskomitee kan enige of alle bystand weier en/of weerhou van 'n lid en/of sy afhanklikes wat na sy mening gehandel het op 'n wyse wat bereken is om die belange van die Fonds en sy lede skade te berokken, of wat na alle redelike waarskynlikheid sodanige skade kan berokken: Met dien verstande dat so 'n lid die geleentheid gebied moet word om by die Raad, wie se beslissing finaal is, appél aan te teken teen die beslissing van die komitee.

(d) Geskille in verband met die vertolking, betekenis of bedoeeling van enigeen van die bepalings van hierdie klousule of betreffende die administrasie van die Fonds wat die komitee nie in staat is om te besleg nie, moet na die Raad vir sy beslissing verwys word.

(6) *Aanstelling van personeel.*—Die Raad moet 'n sekretaris aanstel wat as die Sekretaris van die Siekefonds bekend staan, asook die ander personeel wat nodig mag wees vir die behoorlike administrasie van die Fonds.

(7) *Uitgawes van die Raad.*—(a) Die Bestuurskomitee moet so gou moontlik na die einde van elke boekjaar die waarde bepaal van die dienste wat die Raad gedurende daardie boekjaar aan die Fonds gelewer het, en die Raad daarvoor vergoed.

(b) Alle ander onkoste wat noodsaaklikerwyse aangegaan is in verband met die administrasie van die Fonds, met inbegrip van onkoste aangegaan in verband met die uitvoering van die funksies van die Komitee, moet uit die Fonds bestry word.

(8) *Vrywaring van lede van die Komitee, sekretaris, beamptes en werknemers van die Fonds.*—Die lede van die Bestuurskomitee, sekretaris, beamptes en werknemers van die Fonds is nie vir die skulde van die Fonds aanspreeklik nie en hulle word hierby gevrywaar teen alle verliese en onkoste wat hulle aangaan tydens of in verband met die *bona fide*-uitvoering van hul pligte.

(9) *Bystand per abuis betaal.*—As 'n werknemer bystand ontvang het waarop hy nie kragtens hierdie klousule geregtig is nie, is hy daarvoor aanspreeklik om die bedrag wat aldus ontvang is, aan die Fonds terug te betaal: Met dien verstande dat as die Bestuurskomitee dit in 'n besondere geval onbillik ag om terugbetaling van die hele bedrag te eis, hy na sy goedvinde terugbetaling van 'n kleiner bedrag kan eis of so 'n werknemer kan vrystel van terugbetaling van die hele bedrag.

(10) *Betaling van bystand.*—Lede ontvang bystand soos en in die mate voorgeskryf in onderstaande Bylae:

BYLAE

1. Kwalifikasie vir bystand

(1) 'n Lid is nie geregtig op die bystand—

(a) voorgeskryf in klousules 3 en 5 van hierdie Bylae nie, tensy sy werkgever ten opsigte van minstens 26 agtereenvolgende weke ingevolge klousule 44 (1) (c) en 44 (1) (h) tot die Fonds bygedra het: Met dien verstande dat enige bydraes deur 'n werkgever ingevolge klousule 23 (1) (c) en 23 (1) (h) van die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 3688 van 7 November 1969, vir die toepassing van hierdie paragraaf geag word ingevolge hierdie Ooreenkoms te geskied het;

(b) voorgeskryf in klousule 6 van hierdie Bylae nie, tensy sy werkgever ten opsigte van minstens 26 agtereenvolgende weke vanaf of na die inwerkingtreding van hierdie Ooreenkoms tot die Fonds bygedra het.

(2) For the purposes of subclause (1), any period during which a member is in receipt of benefits in terms of clauses 3 (2) (b) and 6 (2) (a) (ii), shall be deemed to be a period during which the employer of such member has made contributions to the Fund in terms of clause 44 (1) (c).

(3) Members called up for active service or for military duty shall be exempt from paying contributions to the Fund whilst carrying on such duties.

2. Payment of benefits—General provisions

(1) Benefits shall, be paid by the Fund in accordance with the provisions of clauses 3 to 6 inclusive of this Schedule.

(2) Claims submitted by members shall be accepted and paid by the Fund in the order in which they are received by the Fund.

(3) No payment shall be made to a member under clauses 3 to 6 inclusive of this Schedule if the applicant fails to furnish any relevant information which the Management Committee may require.

(4) Members who have been exempted from paying contributions to the Fund in terms of clause 1 (3) of this Schedule shall not be entitled to any benefits under clauses 3, 5 and 6 of this Schedule during the period whilst they are called up for active service or for military duty.

(5) Claims shall be forwarded to the Management Committee for payment in such manner and in such form as the Management Committee may from time to time determine.

3. Sickness or Accident Benefits

(1) A member shall not be entitled to any benefits in terms of this clause—

(a) if the period of absence due to sickness or accident does not exceed two consecutive working days: Provided that should the period of absence from work due to sickness or accident exceed two consecutive working days, benefits will commence from the first day from which he is unable to follow his employment;

(b) if he is suffering from alcoholism, drug addiction or their sequelae or is incapacitated through sickness due to his own negligence or misconduct;

(c) if he fails or declines to observe the instructions of a medical practitioner or if, in the opinion of a medical practitioner, he has by his own wilful actions aggravated his condition or retarded his recovery;

(d) if he is in receipt of periodic payments as defined in the Workmen's Compensation Act, 1941;

(e) during any period in which he is in receipt of benefits in terms of clause 6 of this Schedule;

(f) unless his employer has, subject to the provisions of clause 1 (1) (a) of this Schedule made contributions to the Fund in terms of clause 44 (1) (c) in respect of at least 12 weeks during the 16 weeks immediately preceding the date on which he was unable to work due to sickness or accident.

(2) A member who is unable to follow his employment due to sickness or accident shall be entitled to the benefits prescribed hereunder in a cycle of one year from the date on which he is unable to work:

(a) (i) R6 per working day for a period not exceeding 15 working days; and

(ii) where a member has received the benefits prescribed in paragraph (a) (i), R3 per working day for a period not exceeding 15 working days; and

(b) the total amount prescribed in item (vi) hereunder in respect of each completed period of five consecutive working days in respect of which he has received the benefits prescribed in paragraph (a) hereof: Provided that such amount shall be paid to the Secretary of the Council in the manner and for the purposes prescribed in clauses 59 to 63 inclusive: Provided further that such amount shall be allocated as set out hereunder:

	Per week R
(i) Holiday pay.....	13,20
(ii) Pension Scheme contributions.....	4,00
(iii) Sick Fund contributions.....	1,20
(iv) Medical Aid Fund contributions.....	2,80
(v) Contribution to Industrial Council expenses.....	0,12
(vi) Total amount.....	<u>R21,32</u>

(c) The amount prescribed in paragraph (b) (ii) and (vi) hereof shall be subject to adjustment, in the manner prescribed in paragraph (d), with effect from the dates prescribed in clause 48 (1) (a);

(2) Vir die toepassing van subklousule (1) word enige tydperk waartydens 'n lid ingevolge klousules 3 (2) (b) en 6 (2) (a) (ii) bystand ontvang, geag 'n tydperk te wees waartydens die werkgever van sodanige lid ingevolge klousule 44 (1) (c) tot die Fonds bygedra het.

(3) 'n Lid wat vir aktiewe diens of vir militêre diensplig opgeroep word, word vrygestel van bydraes tot die Fonds terwyl hy sodanige diens verrig.

2. Betaling van bystand—algemene bepalings

(1) Die Fonds moet bystand ooreenkomstig klousules 3 tot en met 6 van hierdie Bylae betaal.

(2) Die Fonds moet eise wat deur lede ingedien word, ontvang en betaal in die volgorde waarin hy dit ontvang.

(3) Geen betaling mag ingevolge klousules 3 tot en met 6 van hierdie Bylae aan 'n lid geskied nie as die aansoeker versuim om enige tersaaklike inligting te verskaf wat die Bestuurskomitee vereis.

(4) 'n Lid wat vrygestel is van bydraes tot die Fonds ingevolge klousule 1 (3) van hierdie Bylae is nie geregtig op bystand ingevolge klousules 3, 5 en 6 van hierdie Bylae gedurende die tydperk wat hy opgeroep word vir aktiewe diens of vir militêre diensplig nie.

(5) Eise om betaling moet aan die Bestuurskomitee gestuur word op sodanige wyse en in sodanige vorm as wat die Bestuurskomitee van tyd tot tyd mag besluit.

3. Bystand vir siekte of ongelukke

(1) 'n Lid is nie geregtig op bystand ingevolge hierdie klousule nie—

(a) as die tydperk van afwesigheid weens siekte of 'n ongeluk nie langer as twee agtereenvolgende dae duur nie: Met dien verstande dat indien die tydperk van afwesigheid van werk weens siekte of 'n ongeluk meer as twee agtereenvolgende dae is, die bystand begin vanaf die eerste dag waarop hy nie in staat is om sy werk te verrig nie;

(b) as hy ly aan alkoholisme, dwelmverslawing of hul gevolge of deur sy eie nalatigheid of wangedrag ongeskik is om te werk;

(c) as hy versuim of weier om die opdragte van 'n mediese praktisyn uit te voer of as hy na die mening van 'n mediese praktisyn deur sy eie moedswillige optrede sy toestand vererger of sy herstel vertraag het;

(d) as hy periodieke betalings ontvang soos in die Ongevallewet, 1941, omskryf;

(e) gedurende enige tydperk waartydens hy bystand ingevolge klousule 6 van hierdie Bylae ontvang;

(f) tensy sy werkgever, behoudens klousule 1 (1) (a) van hierdie Bylae, ten opsigte van minstens 12 weke gedurende die 16 weke onmiddellik voor die datum waarop hy weens siekte of 'n ongeluk nie in staat was om te werk nie, ingevolge klousule 44 (1) (c) tot die Fonds bygedra het.

(2) 'n Lid wat weens siekte of 'n ongeluk nie in staat is om sy werk te verrig nie is geregtig op die bystand hieronder voorgeskryf in 'n siklus van een jaar vanaf die datum waarop hy nie in staat is om te werk nie:

(a) (i) R6 per werkdag vir 'n tydperk van hoogstens 15 werkdag; en

(ii) waar 'n lid die bystand in paragraaf (a) (i) voorgeskryf, ontvang het, R3 per werkdag vir 'n tydperk van hoogstens 15 werkdag; en

(b) die totale bedrag in item (vi) hieronder voorgeskryf ten opsigte van elke voltooide tydperk van vyf agtereenvolgende werkdag waarvoor hy die bystand in paragraaf (a) hiervan voorgeskryf, ontvang het: Met dien verstande dat sodanige bedrag aan die Sekretaris van die Raad betaal moet word op die wyse en vir die doeleindes in klousules 59 tot en met 63 voorgeskryf: Voorts met dien verstande dat sodanige bedrag toegewys word soos hieronder uiteengesit:

	Per week R
(i) Vakansiebesoldiging.....	13,20
(ii) Pensioenskema bydraes.....	4,00
(iii) Siekefondsbysdraes.....	1,20
(iv) Mediese bystandsfondsbysdraes.....	2,80
(v) Bydraes vir uitgawes van die Nywerheidsraad....	0,12
(vi) Totale bedrag.....	<u>R21,32</u>

(c) Die bedrag in paragraaf (b) (ii) en (vi) hiervan voorgeskryf, is onderworpe aan aanpassing op die wyse in paragraaf (d) voorgeskryf, met ingang van die datums in klousule 48 (1) (a) voorgeskryf;

(d) the adjustment prescribed in paragraph (c) hereof shall be made—

(i) by substituting the amount determined in accordance with the provisions of clause 48 (3) for the amount prescribed in paragraph (b) (ii) hereof; and

(ii) by amending the total amount prescribed in paragraph (b) (vi) accordingly.

(3) Where a member after receiving sick benefits in terms of subclause (2) resumes work and his employer makes contributions to the Fund for a period of at least 12 weeks a new cycle of one year shall start from the date on which such member is again unable to work, and thereafter the provisions of subclause (2) shall *mutatis mutandis* apply.

(4) Application for payment of benefit in terms of this clause shall be made in such manner and on such forms as the Management Committee may prescribe from time to time and such application shall be accompanied by a medical certificate, which shall clearly state the period for which such member was sick and incapacitated.

4. Permanent Disability Benefits

Subject to the provisions of clause 2 of this Schedule—

(1) a person who, in the opinion of the Management Committee, satisfactorily shows that he is, or was, a *bona fide* employee in the Building Industry covered by this Agreement, in any one of the operations normally performed by employees for whom wages are prescribed in clause 34 (1) (a) of this Agreement, shall be eligible for benefits in terms of this clause;

(2) an application for benefits may be submitted, by—

(a) a person referred to in subclause (1) hereof who is incapable of working at his trade due to an injury, loss of sight, physical incapacity or incapacity due to old age, other than cases covered by the Workmen's Compensation Act, 1941;

(b) a member who ceases to be entitled to sick benefits in terms of clause 3 of this Schedule and is permanently disabled and incapable of working at his trade;

(3) the scale of benefits shall be based on the applicant's potential earning capacity, if any, outside the Industry, and in relation to years of employment in the capacity mentioned in subclause (1) hereof, but shall not be in excess of an amount of R144 per annum for any one member;

(4) payments made in terms of this clause are *ex gratia*, and benefits shall be granted at the absolute discretion of the Management Committee, whose decision shall be final, and the Management Committee shall not be obliged to give any reason for any decision;

(5) no benefits shall be paid in terms of this clause to any person who is in receipt of retirement benefits in terms of clause 61 of this Agreement.

5. Lost Tool Benefits

(1) Subject to the provisions of clauses 1 and 2 of this Schedule and subclause (2) hereof, benefits may be granted at the discretion of the Management Committee to recompense members for tools lost by theft from workshops and lock-ups.

(2) No benefits shall be granted to a member in terms of this clause—

(a) unless the applicant has reported the theft of his tools to the Police within 48 hours of the loss becoming apparent;

(b) unless the tools concerned had been in a lock-up for safe-keeping and stored in a toolbox capable of being securely locked and kept properly locked at all times, except when opened for the purpose of obtaining access by an employee to his own tools: Provided that the placing by an employee in a lock-up of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature shall be deemed to be in compliance with the requirements of this clause and the employee shall not, by reason of the fact that he had not placed and locked such tools in a box, be deprived of his privileges in terms of this clause.

(3) Benefits granted in terms of this clause shall be at the absolute discretion of the Management Committee, whose decision shall be final, and the Management Committee shall not be obliged to give any reason for any decision.

(4) A benefit granted in terms of this clause shall not be paid in money, but by means of an order issued by the Management Committee on a supplier or suppliers appointed by the Committee.

6. Unemployment Benefits

(1) *Qualification for benefits.*—(a) Whenever an employee for whom wages are prescribed in clause 34 (1) (a) of this Agreement and who has been issued with a certificate of registration by the Council in terms of clause 17 becomes unemployed as a

(d) die aanpassing in paragraaf (c) hiervan voorgeskryf, geskied—

(i) deur die bedrag in paragraaf (b) (ii) hiervan voorgeskryf, te vervang deur die bedrag ooreenkomstig klousule 48 (3) vasgestel; en

(ii) deur die totale bedrag in paragraaf (b) (ii) voorgeskryf dienoreenkomstig te wysig.

(3) As 'n lid sy werk hervat nadat hy siektebystand ingevolge subklousule (2) ontvang het en sy werkgever vir 'n tydperk van minstens 12 weke tot die Fonds bydra, begin 'n nuwe siklus van een jaar vanaf die datum waarop sodanige lid weer in staat is om te werk, en daarna is subklousule (2) *mutatis mutandis* van toepassing.

(4) Aansoek om betaling van bystand ingevolge hierdie klousule geskied op die wyse en op die vorms wat die Bestuurskomitee van tyd tot tyd voorskryf, en sodanige aansoek moet vergesel gaan van 'n doktersertifikaat wat die tydperk waartydens die lid siek en ongeskik was duidelik moet aandui.

4. Bystand vir permanente ongeskiktheid

Behoudens klousule 2 van hierdie Bylae—

(1) moet iemand wat na die mening van die Bestuurskomitee bevredigend aandui dat hy 'n bona fide werknemer is of was in die Bounywerheid wat deur hierdie Ooreenkoms gedek word in een van die werksaamhede wat gewoonlik deur werknemers verrig word vir wie lone in klousule 34 (1) (a) van hierdie Ooreenkoms voorgeskryf word, in aanmerking kom vir bystand kragtens hierdie klousule;

(2) kan aansoek om bystand gedoen word deur—

(a) iemand in subklousule (1) hiervan bedoel wat ongeskik is om sy werk te verrig weens 'n besering, gesigsverlies, liggaamlike ongeskiktheid of ongeskiktheid weens ouderdom, uitgesonderd gevalle wat deur die Ongevallewet, 1941, gedek word;

(b) 'n lid wat nie meer geregtig is op siekebystand ingevolge klousule 3 van hierdie Bylae nie en wat permanent onbekwaam en ongeskik is om sy werk te verrig;

(3) moet die bystandskaal gebaseer word op die aansoeker se potensiele verdienvermoë, as hy dit nog besit, buite die Nywerheid en in verhouding tot sy jare diens in die hoedanigheid in subklousule (1) hiervan gemeld, maar mag dit hoogstens 'n bedrag van R144 per jaar vir 'n enkele lid bedra;

(4) geskied betalings ingevolge hierdie klousule *ex gratia* en word bystand toegestaan na volstrekte goedgekeurde van die Bestuurskomitee wie se beslissing finaal is en is die Bestuurskomitee nie verplig om redes vir sy beslissing te versterk n.e.;

(5) mag geen bystand ingevolge hierdie klousule aan iemand betaal word wat aftreebystand ingevolge klousule 61 van hierdie Ooreenkoms ontvang nie.

5. Bystand vir verlore gereedskap

(1) Behoudens klousules 1 en 2 van hierdie Bylae en subklousule (2) hiervan, kan bystand na goedgekeurde van die Bestuurskomitee toegestaan word om lede te vergoed vir gereedskap wat weens diefstal uit werkwinkels en toesluitplekke verlore raak.

(2) Geen bystand word ingevolge hierdie klousule aan 'n lid toegestaan nie—

(a) tensy die aansoeker die diefstal van sy gereedskap binne 48 uur nadat die verlies bekend geraak het by die Polisie aanmeld;

(b) tensy die betrokke gereedskap vir veilige bewaring toegesluit was en in 'n gereedskapkis gebêre was wat veilig toegesluit kan word en altyd behoorlik toegesluit gehou word behalwe wanneer dit opgemaak word om die werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat, indien 'n werknemer gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander dergelike hoedanigheid in 'n toesluitplek plaas, hierdie plasing geag word in ooreenstemming te wees met die vereistes van hierdie klousule, en dat 'n werknemer nie vanweë die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het nie, sy voorregte kragtens hierdie klousule eintsê word nie.

(3) Bystand ingevolge hierdie klousule toegestaan, geskied na die volstrekte goedgekeurde van die Bestuurskomitee wie se beslissing finaal is, en die Bestuurskomitee is nie verplig om redes vir sy beslissing te verstrek nie.

(4) Bystand ingevolge hierdie klousule toegestaan, mag nie in geld betaal word nie maar geskied by wyse van 'n opdrag deur die Bestuurskomitee uitgereik aan 'n verskaffer of verskaffers deur die Komitee aangestel.

6. Werkloosheidsbystand

(1) *Kwalifisering vir bystand.*—(a) As 'n werknemer vir wie lone in klousule 34 (1) (a) van hierdie Ooreenkoms voorgeskryf word en aan wie 'n registrasiesertifikaat deur die Raad uitgereik is ingevolge klousule 17, werkloos raak as regstreekse gevolg van

direct result of the employment in his trade of artisan's assistants, Grade I, in terms of clause 21 of this Agreement, he shall, subject to the provisions of clauses 1 (1) (b) and (2) of this Schedule and the provisions of this clause, be entitled to receive out of the Fund in respect of the period of such unemployment, benefits at the rate prescribed in subclause (2) hereof.

(b) A member shall within five working days of becoming unemployed, or within such period as may be allowed by the Management Committee—

(i) report in person at the office of the Council that he is capable of and available for employment and sign the unemployment register provided by the Management Committee for this purpose: Provided that a member who fails to comply with this requirement within five working days shall only be regarded as unemployed as from the date on which he so reports in person;

(ii) register with the Department of Labour for work and furnish proof thereof to the Management Committee;

(2) *Rate of benefits.*—(a) The benefits payable to a member during any period of unemployment shall be—

(i) 90 per cent of the wage prescribed in clause 34 (1) (a) at the time of commencement of such employment; and

(ii) the total amount prescribed in item (af) hereunder in respect of each completed period of five consecutive working days in respect of which he has received the benefits prescribed in subparagraph (i) hereof: Provided that such amount shall be paid to the Secretary of the Council in the manner and for the purposes prescribed in clauses 59 to 63 inclusive: provided further that such amount shall be allocated as set out hereunder:

	Per week R
(aa) Holiday pay.....	13,20
(ab) Pension Scheme contributions.....	4,00
(ac) Sick Fund contributions.....	1,20
(ad) Medical Aid Fund contributions.....	2,80
(ae) Contributions to Industrial Council expenses.....	0,12
(af) Total amount.....	<u>R21,32</u>

(b) The amount prescribed in paragraph (a) (ii) (ab) and (af) hereof shall be subject to adjustment, in the manner prescribed in paragraph (c) hereof, with effect from the dates prescribed in clause 48 (1) (a).

(c) The adjustment prescribed in paragraph (b) hereof shall be made—

(i) by substituting the amount determined in accordance with the provisions of clause 48 (3) for the amount prescribed in paragraph (a) (ii) (ab) hereof; and

(ii) by amending the amount prescribed in paragraph (a) (ii) (af) accordingly.

(3) *Application for benefits.*—(a) Application for benefits in terms of this clause shall be made in such manner and on such forms as the Management Committee may from time to time determine and such application shall be accompanied by the following documents:

- (i) The applicant's certificate of registration;
- (ii) his Unemployment Insurance Card.

(b) The Management Committee shall investigate the applicant's claim to benefits and, if satisfied that he is entitled thereto, admit the claim and authorise the payment of the benefits prescribed in subclause (2) hereof.

(c) The applicant shall submit to the Management Committee such proof of his continuous unemployment during any period in respect of which he claims benefits as the Management Committee may require.

(d) Any member, when applying for or in receipt of benefits, shall satisfy the Management Committee that he is unable to obtain work and shall for this purpose attend at such places and such times as the Management Committee may require.

(e) Any member, after becoming unemployed or when applying for or in receipt of benefits in terms of this clause, who refuses to accept employment offered to him in his trade in the Council's area of jurisdiction shall forfeit any right to benefits.

(f) When any member applies for benefits the Management Committee may require him to submit proof to the satisfaction of the Management Committee that he is, or has been, actively seeking work.

(4) *Payment of benefits.*—(a) The benefits which may be paid to an employee in terms of this clause shall not exceed one week's benefits for each six weekly contributions made by his employer to the Fund in terms of clause 44 (1) (c).

die indiensneming in sy beroep van ambagsman se assistente, graad I, ingevolge klousule 21 van hierdie Ooreenkoms, is hy geregtig om, behoudens klousules (1) (b) en 2 van hierdie Bylae en behoudens hierdie klousule, bystand uit die Fonds te ontvang ten opsigte van die tydperk van sodanige werkloosheid en volgens die skaal in subklousule (2) hiervan voorgeskryf.

(b) 'n Lid moet binne vyf werkdade nadat hy werkloos geraak het of binne sodanige tydperk as wat die Bestuurskomitee toelaat—

(i) persoonlik by die Raad se kantoor kom aanmeld dat hy geskik en beskikbaar is vir indiensneming en die werkloosheidsregister teken wat deur die Bestuurskomitee vir dié doel verskaf word: Met dien verstande dat 'n lid wat versuim om binne vyf werkdade aan hierdie vereiste te voldoen, slegs vanaf die datum waarop hy hom persoonlik aldus aanmeld as werkloos beskou moet word;

(ii) hom by die Departement van Arbeid vir werk laat registreer en bewys daarvan aan die Bestuurskomitee lewer.

(2) *Bystandskaal.*—(a) Die bystand wat gedurende die tydperk van werkloosheid aan 'n lid betaalbaar is, is—

(i) 90 persent van die loon in klousule 34 (1) (a) voorgeskryf ten tyde van die begin van sodanige werkloosheid; en

(ii) die totale bedrag in item (af) hieronder voorgeskryf ten opsigte van elke voltooide tydperk van vyf agtereenvolgende werkdade ten opsigte waarvan hy die bystand in subparagraaf (i) hiervan voorgeskryf, ontvang het: Met dien verstande dat dié bedrag aan die Sekretaris van die Raad betaal moet word op die wyse en vir die doeleindes in klousules 59 tot en met 63 voorgeskryf: Voorts met dien verstande dat dié bedrag toegewys moet word soos hieronder uiteengesit:

	Per week R
(aa) Vakansiebesoldiging.....	13,20
(ab) Pensioenskemabydraes.....	4,00
(ac) Siekefondsbysdraes.....	1,20
(ad) Mediese Bystandsfondsbysdraes.....	2,80
(ae) Bydraes vir uitgawes van die Nywerheidsraad....	0,12
(af) Totale bedrag.....	<u>R21,32</u>

(b) Die bedrag in paragraaf (a) (ii) (ab) en (af) hiervan voorgeskryf, is onderworpe aan aanpassing op die wyse in paragraaf (c) hiervan voorgeskryf, met ingang van die datums in klousule 48 (1) (a) voorgeskryf.

(c) Die aanpassing in paragraaf (b) hiervan voorgeskryf, moet geskied—

(i) deur die bedrag in paragraaf (a) (ii) (ab) voorgeskryf, te vervang deur die bedrag ooreenkomstig klousule 48 (3) vasgestel; en

(ii) deur die bedrag in paragraaf (a) (ii) (af) voorgeskryf dienoreenkomstig te wysig.

(3) *Aansoek om bystand.*—(a) Aansoek om bystand ingevolge hierdie klousule moet geskied op die wyse en op die vorms wat die Bestuurskomitee van tyd tot tyd bepaal, en sodanige aansoek moet van die volgende dokumente vergesel gaan:

- (i) Die aansoeker se registrasiesertifikaat;
- (ii) sy werkloosheidsversekeringskaart.

(b) Die Bestuurskomitee moet die aansoeker se eis om bystand ondersoek, en as hy tevrede is dat hy daarop geregtig is, moet hy die eis erken en die betaling magtig van die bystand in subklousule (2) hiervan voorgeskryf.

(c) Die aansoeker moet bewys van sy ononderbroke werkloosheid gedurende die tydperk ten opsigte waarvan hy bystand eis, soos deur die Bestuurskomitee vereis, aan die Bestuurskomitee voorleë.

(d) Wanneer 'n lid aansoek doen om bystand of dit ontvang, moet hy die Bestuurskomitee tevrede stel dat hy nie werk kán kry nie en moet hy hom vir dié doel aanmeld by dié plekke en op die tye soos deur die Bestuurskomitee vereis.

(e) As 'n lid nadat hy werkloos raak of as hy om bystand aansoek doen of dit ontvang ingevolge hierdie klousule, weier om die werk te aanvaar wat aan hom in sy beroep in die reggebied van die Raad aangebied word, verbeur hy alle aanspraak op bystand.

(f) As 'n lid om bystand aansoek doen, kan die Bestuurskomitee van hom vereis om tot tevredeheid van die Bestuurskomitee bewys te lewer dat hy aktief besig is, of was, om werk te soek.

(4) *Betaling van bystand.*—(a) Die bystand wat ingevolge hierdie klousule aan 'n werknemer betaal kan word, mag hoogstens een week se bystand wees vir elke ses weeklikse bydraes wat sy werkgever ingevolge klousule 44 (1) (c) tot die Fonds gemaak het.

(b) Benefits shall not be paid to an employee for more than 120 days in any period of 52 consecutive calendar weeks.

(5) *Conditions relating to payment of benefits.*—(a) A member shall not be entitled to any benefits—

(i) unless his employer has, subject to the provisions of clause 1 (i) (b) of this Schedule, made contributions to the Fund in terms of clause 44 (1) (c) in respect of at least 12 weeks during the 16 weeks immediately preceding the date of commencement of the period of unemployment;

(ii) if the period of unemployment does not exceed two consecutive working days: Provided that should the period of unemployment exceed two consecutive working days, benefits will commence from the first working day of the period of such unemployment;

(iii) unless he is capable of and available for work;

(iv) if such, benefits, together with the benefits payable in terms of the Unemployment Insurance Act, 1966, will exceed in the aggregate the amount payable in terms of subclause (2) (a) (i).

64. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry (hereinafter referred to as the National Fund), hereby 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 stated hereunder, read with clause 44.

(2) The amounts paid or payable by employers to the Secretary of the Council in terms of clause 44 (1) (f) shall be paid by the Council monthly to the National Fund, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(3) Copies of the Constitution of the National Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited annual accounts of the National Fund shall be lodged with the Council and the Secretary for Labour within three months of the close of the period covered thereby. For the purposes of this subclause, the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

65. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund (hereinafter referred to as the Recruitment and Training Fund) hereby authorises, for the purpose of implementing the objects set forth in the Constitution of the said Recruitment and Training Fund, the collection of contributions in accordance with the procedure detailed hereunder, read with clause 44.

(2) Every employer shall pay weekly to the Secretary of the Council an amount of 10c in respect of each employee in his employ for whom wages are prescribed in clause 34 (1) (b), (c), (f), (g), (h) (i), (j) and (k): Provided that—

(i) no payment shall be made in respect of an employee who has worked for an employer for less than 12 hours in any week;

(ii) 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 12 hours.

(3) The amounts paid or payable by employers to the Secretary of the Council in terms of clause 44 (1) (g) and subclause (2) hereof shall be paid by the Council monthly to the Recruitment and Training Fund, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(4) Copies of the Constitution of the Recruitment and Training Fund shall be lodged with the Council and the Secretary for Labour, and copies of the audited annual accounts and balance sheets of the Recruitment and Training Fund shall be lodged with the Council and Secretary for Labour within three months of the close of the period covered thereby. For the purposes of this subclause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

66. SPECIAL MEMBERSHIP LEVY: EMPLOYERS

(1) Every employer shall pay each week to the Secretary of the Council an amount of three cents in respect of each employee for whom wages are prescribed in clause 34 (1) (b), (c), (f), (g), (h), (i), (j) and (k) of clause 1: Provided that—

(i) no payment shall be made in respect of an employee who has worked for an employer for less than 12 hours in any week;

(b) Bystand mag nie meer as 120 dae in 'n tydperk van 52 aanlopende kalenderweke aan 'n werknemer betaal word nie.

(5) *Voorwaardes betreffende die bevaling van bystand.*—(a) 'n Lid is nie op bystand geregtig nie—

(i) tensy sy werkgever, behoudens klousule 1 (i) (b) van hierdie Bylae, minstens 12 weke gedurende die 16 weke onmiddellik vóór die aanvangsdatum van die tydperk van werkloosheid ingevolge klousule 44 (1) (c) tot die Fonds bygedra het;

(ii) as die tydperk van werkloosheid hoogstens twee agtereenvolgende werkdae duur: Met dien verstande dat indien die tydperk van werkloosheid meer as twee agtereenvolgende werkdae duur, die bystand sal begin vanaf die eerste werkdag van die tydperk van werkloosheid;

(iii) tensy hy geskik en beskikbaar is om te werk;

(iv) indien sodanige bystand tesame met die bystand betaalbaar ingevolge die Werkloosheidsversekeringswet, 1966, altesaam meer is as die bedrag wat ingevolge subklousule (2) (a) (i) betaalbaar is.

64. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOU- NYWERHEID

(1) Nademaal die Raad verwittig is van die instelling van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (hierna die Nasionale Fonds genoem), verleen hy hierby magtiging om, ten einde die doelstellings gemeld in die konstitusie van genoemde Nasionale Fonds te verwesenlik, bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit, gelees met klousule 44.

(2) Die bedrae betaal of betaalbaar deur werkgewers aan die Sekretaris van die Raad kragtens klousule 44 (1) (f) moet maandeliks deur die Raad aan die Nasionale Fonds betaal word, min invorderingskoste van twee en 'n half persent, en dié bedrag val aan die algemene fondse van die Raad toe.

(3) Kopieë van die konstitusie van die Nasionale Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word en kopieë van die balansstaat en geouditeerde jaarlikse rekenings van die Nasionale Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word binne drie maande na die einde van die tydperk wat daardeur gedek word. Vir die toepassing van hierdie subklousule omvat "konstitusie" enige wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

65.—WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOU- NYWERHEID

(1) Nademaal die Raad verwittig is van die instelling van die Werwings- en Opleidingsfonds van die Bounywerheid (hierna die Werwings- en Opleidingsfonds genoem), verleen hy hierby magtiging om bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit, gelees met klousule 44, ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Werwings- en Opleidingsfonds uiteengesit is.

(2) Elke werkgever moet weekliks 'n bedrag van 10c vir elke werknemer wat in sy diens is en vir wie lone in klousule 34 (1) (b), (c), (f), (g), (h), (i), (j) en (k) voorgeskryf word, aan die Sekretaris van die Raad betaal: Met dien verstande dat—

(i) geen bedrag vir 'n werknemer wat minder as 12 ure in 'n week vir 'n werkgever gewerk het, betaal moet word nie;

(ii) waar 'n werknemer gedurende dieselfde week in diens is van twee of meer werkgewers, die bedrag vir daardie week deur die werkgever by wie hy eerste tydens daardie week minstens 12 uur in diens was, betaal moet word.

(3) Die bedrae wat ingevolge klousule 44 (1) (g) en subklousule (2) hiervan deur werkgewers aan die Sekretaris van die Raad betaal is of betaal moet word, moet maandeliks deur die Raad aan die Werwings- en Opleidingsfonds betaal word, min invorderingskoste van twee en 'n half persent, welke bedrag aan die algemene fondse van die Raad toeval.

(4) Kopieë van die konstitusie van die Werwings- en opleidingsfonds moet by die Raad en die Sekretaris van Arbeid ingedien word, en kopieë van die geouditeerde jaarrekenings en balansstate van die Werwings- en Opleidingsfonds moet binne drie maande na die einde van die tydperk daardeur gedek by die Raad en 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.

66. SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

(1) Elke werkgever moet elke week aan die Sekretaris van die Raad 'n bedrag van drie sent betaal ten opsigte van elke werknemer vir wie lone voorgeskryf word in klousule 34 (1) (b), (c), (f), (g), (h), (i), (j) en (k): Met dien verstande dat—

(i) geen betaling gedoen moet word ten opsigte van 'n werknemer wat minder as 12 uur in 'n bepaalde week vir 'n werkgever gewerk het nie;

(ii) 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 12 hours.

(2) The amounts paid by employers to the Secretary of the Council in terms of clause 44 (1)bis and subclause (1) hereof shall be paid by the Council monthly to the Master Builders' and Allied Trades' Association, Bloemfontein, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

67. TRADE UNION SUBSCRIPTIONS

The amounts paid or payable by employers to the Secretary of the Council in terms of clause 44 (4) (b), shall be paid by the Council to the trade unions at such time and in such manner as the Council may decide, less a collection fee of two and a half per cent, which fee shall accrue to the general funds of the Council.

Signed at Bloemfontein on behalf of the parties this 21st day of October 1976.

J. J. LUDICK, Member of the Council.

H. B. PUTTER, Member of the Council.

H. K. ARCHER, Secretary of the Council.

APPENDIX

SAFETY MEASURES—SCAFFOLDING AND PLANT

(Subject to the provisions of clause 57 of the Agreement)

1. 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 Chief Inspector may, having regard to the extent of any building work and subject to such conditions as he may impose, approve of the appointment by an employer of more than one responsible person.

(3) (a) An employer may appoint one or more subordinate competent persons to assist the responsible person. Every such subordinate competent person shall, to an extent which shall be clearly defined by the employer in his letter of appointment, have the same responsibility as the responsible person: Provided that the appointment of such subordinate competent person shall not relieve the responsible person of any personal responsibility under this clause.

(b) The Chief Inspector may require any employer to appoint one or more subordinate competent persons to assist the responsible person where, in his opinion, having regard to the extent of the building work, it is desirable that such subordinate competent person be appointed, and the provisions of paragraph (a) shall then apply.

(c) The Chief Inspector may, having regard to the nature and amount of the machinery used in connection with any building work, require an employer to appoint a responsible person in terms of regulation C1 of Chapter IV of the regulations published under section 51 of the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941).

(4) A 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 Appendix are complied with;

(b) all plant and machinery is maintained in good condition and properly used;

(c) all work is carried out in a safe manner and in accordance with the designs and specifications as approved by the appropriate authority.

2. GENERAL SAFETY MEASURES

(1) An employer shall cause—

(a) all stairways, passageways, gangways, basements and other places where danger may exist through lack of natural light, to be adequately lighted;

(b) all stairways, passageways, and gangways where practicable to be kept free from materials, waste or any other obstructions;

(c) all openings in floors, hatchways and stairways 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;

(ii) waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, die betaling ten opsigte van daardie week gedoen moet word deur die werkgewer wat hom eerste gedurende daardie week vir minstens 12 uur in diens geneem het.

(2) Die bedrae wat deur werkgewers aan die Sekretaris van die Raad ingevolge klousule 44 (1)bis en subklousule (1) hiervan betaal is, moet maandeliks deur die Raad aan die Master Builders' and Allied Trades' Association, Bloemfontein, betaal word, min invorderingskoste van twee en 'n half persent, welke bedrag aan die algemene fondse van die Raad toeval.

67. VAKVERENIGINGLEDEGELD

Die bedrae deur werkgewers aan die Sekretaris van die Raad kragtens klousule 44 (4) (b) betaal of betaalbaar, moet deur die Raad aan die vakverenigings op so 'n tyd en op so 'n wyse betaal word as wat die Raad besluit, min invorderingskoste van twee en 'n half persent, welke bedrag aan die algemene fondse van die Raad toeval.

Namens die partye op hede die 21ste dag van Oktober 1976 te Bloemfontein onderteken.

J. J. LUDICK, Lid van die Raad.

H. B. PUTTER, Lid van die Raad.

H. K. ARCHER, Sekretaris van die Raad.

BYVOEGSEL

VEILIGHEIDSMATREËLS—STEIERWERK EN INSTALLASIES

(Behoudens klousule 57 van die Ooreenkoms)

1. TOESIGHOUDING

(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 deur hom skriftelik aangestel moet word.

(2) Die Hoofinspekteur kan, met inagneming van die omvang van enige bouwerk en onderworpe aan sodanige voorwaardes as wat hy mag bepaal, die aanstelling deur 'n werkgewer van meer as een verantwoordelike persoon goedkeur.

(3) (a) 'n Werkgewer kan een of meer ondergeskikte bevoegde persone aanstel om die verantwoordelike persoon te help. Elke sodanige ondergeskikte bevoegde persoon moet in 'n mate wat deur die werkgewer duidelik in sy aanstellingsbrief omskryf moet word, dieselfde verantwoordelikheid beklee as die verantwoordelike persoon: Met dien verstande dat die aanstelling van so 'n ondergeskikte bevoegde persoon nie die verantwoordelike persoon van enige persoonlike verantwoordelikheid ingevolge hierdie klousule onthef nie.

(b) Die Hoofinspekteur kan van enige werkgewer vereis om een of meer ondergeskikte bevoegde persone aan te stel om die verantwoordelike persoon te help waar, na sy mening, met inagneming van die omvang van die bouwerk, dit wenslik is dat sodanig ondergeskikte bevoegde persoon aangestel word, en paragraaf (a) is dan van toepassing.

(c) Die Hoofinspekteur kan, met inagneming van die aard en hoeveelheid van die masjinerie wat in verband met enige bouwerk gebruik word, van enige werkgewer vereis dat hy kragtens regulasie C1 van Hoofstuk IV van die regulasies afgekondig by artikel 51 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), 'n verantwoordelike persoon aanstel.

(4) 'n Persoon wat ingevolge hierdie klousule aangestel word, moet toesig hou oor die bouwerk waarvoor hy verantwoordelik is en moet verseker dat—

(a) die bepalings van hierdie byvoegsel nagekom word;

(b) alle installasie en masjinerie in 'n goeie toestand gehou en behoorlik gebruik word;

(c) alle werk uitgevoer word op 'n veilige manier en ooreenkomstig die ontwerpe en spesifikasies wat die betrokke owerheid goedgekeur het.

2. ALGEMENE VEILIGHEIDSMATREËLS

(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 openinge in vloere, luikgate en trappe en alle oop kante van vloere of geboue waardeur of waarvandaan persone moontlik kan val, op 'n doeltreffende wyse toegemaak is met beskotte of omhein of omsluit is met geskikte relings of skutte tot op 'n hoogte van minstens 900 mm en uiters 1 100 mm van die grond of vloer af: Met dien verstande dat sodanige beskotte of skutte tydelik weggelaat of verwyder kan word en wel in dié mate wat nodig is om persone toegang te verleen of materiaal te vervoer;

(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 ensure the safety of persons.

(3) 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 an employer, or by a person authorised by an employer, in accordance with, or for the proper observance of the provisions of this clause or in the interests of safety.

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

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

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

3. PLANT AND MACHINERY

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.

4. 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.

5. 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 purposes of this 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.

(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.

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

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

(3) Enige werknemer op 'n perseel 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.

(4) Geen werknemer, uitgesonderd 'n werknemer wat deur die werkgewer daartoe gemagtig is of 'n persoon 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 sodanige perseel opgeplak word.

(5) (a) Geen werknemer mag bedwelmende drank gebruik of aan iemand anders aanbied of dit in sy besit hê terwyl hy bouwerk verrig nie.

(b) 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.

3. INSTALLASIE EN MASJINERIE

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

4. 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 vanaf 'n leer of 'n steier of van 'n posisie af wat net so veilig as 'n steier is, verrig kan word.

5. STEIERAAMWERK

(1) 'n Werkgewer moet sorg dat—

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

(b) (i) staanders 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) steierbalke hoogstens 2,1 m vertikaal van mekaar af gespasieer word;

(iii) kortelings of dwarsbalke 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 toepassing van hierdie klousule beteken hoë-, medium- en laemassalaste, massalaste van onderskeidelik hoogstens 375, 250 en 125 kg/m²;

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

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

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

(b) 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 moet wees;

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

(d) minstens een maal per week en na ongunstige weer deur 'n bevoegde persoon geïnspekteer word.

(3) Geen werkgewer mag vereis of toelaat—

(a) dat steierwerk waarvan die stuttraam van hout gemaak is, hoër as 25 m is nie;

(b) dat steierwerk deur of onder die persoonlike toesig van enigiemand anders as 'n bevoegde persoon opgerig, verander of afgebreek word nie.

6. 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 scaffold 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 clause 5 (1) (b) of this Appendix 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 obstructions 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 clause shall also apply to any working platform from which building, demolition or excavation work is being performed.

7. RAMPS

(1) No employer shall require or permit a ramp to be installed or used, the slope of which exceeds one verticle to one and one-half horizontal.

(2) An employer shall cause every ramp—

(a) the slope of which renders additional foothold necessary, and in every case where the slope is more than one vertical to four horizontal, to be provided with proper stepping laths which shall—

(i) be placed at suitable intervals; and

(ii) extend the full width of the ramp, except that they may be interrupted over a width of not more than 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 clause 6 (2) (b) of this Appendix.

8. SUSPENDED SCAFFOLDS

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

(1) out-riggers are—

(a) of steel, and have a factor of safety of not less than four;

(b) properly supported, suitably spaced and securely anchored, other than by mass pieces, at the inner end: Provided that, in the case of outriggers anchored by means of mass pieces, 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;

6. 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 steierplatform 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 verbystee;

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

(d) die planke van elke steierplatform 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 loopgang gebruik word, of waar laemassalaste soos in klousule 5 (1) (b) van hierdie Byvoegsel omskryf, gesteun 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 alle kante van die platform, uitgesonderd die kant aan die bouwerk, minstens 900 mm en uiters 1 100 mm hoog is;

(ii) stootstukke aan alle kante van die platform, uitgesonderd die kant aan die bouwerk, wat minstens 150 mm hoog moet wees van die oppervlak van die platform af, en in die geval van hout minstens 25 mm dik moet wees, en sodanige stootstukke moet so aangebring word dat daar geen oop ruimte tussen die stootstuk en die platform is nie;

(c) so aangebring word dat die opening tussen die platform en die bouwerk nie wyer as 75 mm is nie: Met dien verstande dat, waar daar van werkmante 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 aangebring 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 toegang 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 verbystee en stewig vasgemaak word.

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

7. OPLOPE

(1) Geen werkgewer mag vereis of toelaat dat 'n oploop 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 oploop—

(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 moet word; en

(ii) oor die hele breedte van die oploop moet strek, behalwe dat hulle oor 'n breedte van hoogstens 230 mm onderbreek mag word ten einde die beweging van kruiswaens 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 klousule 6 (2) (b) van hierdie Byvoegsel voldoen.

8. 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 massastukke: Met dien verstande dat, in die geval van kraanbalke wat deur massastukke geanker word, die plasing daarvan deur 'n inspekteur goedgekeur moet word;

(c) se buite-ente voorsien is van 'n stop of ander middels wat verskuiwing van die tou sal voorkom;

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

(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.

9. 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.

10. 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 clause 6 of this Appendix.

11. 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.

12. 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.

13. DEMOLITION WORK

(1) No employer shall require or permit demolition work or work incidental thereto to be carried out unless such work is done under the constant personal supervision of a responsible person who has had at least two years' practical experience in the demolition of structures and who has been appointed specifically for that purpose. Joint general charge of demolition work shall in no case be exercised by two or more persons.

(2) The responsible person shall ensure that—

(a) all electric, water, gas or other supply lines have been effectively disconnected from the source of supply before demolition work is commenced;

(b) no floor, roof or other part of the structure is so overloaded with debris or material as to render it unsafe;

(c) all practicable precautions are taken to avoid danger from collapse of the structure when any part of the framing of a framed or partly framed building is removed or when cutting reinforced concrete;

(d) precautions are taken by adequate shoring or by such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure.

14. 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;

(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 dat die touverbindinge met die kraanbalke vertikaal bokant die werkplatformaanhengings is;

(4) die werkplatform—

(a) minstens 456 mm en uiters 912 mm breed is in die geval van ligte hangsteiers en minstens 912 mm in die geval van swaar hangsteiers;

(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 horisontale bewegings 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 is, uitgesonderd die kant aan die bouwerk: Met dien verstande dat, in die geval van 'n ligte hangsteier, skutrelings wat minstens 750 mm hoog is, aan alle kante van die platform aangebring moet word;

(d) aan alle kante voorsien is van stootstukke wat minstens 150 mm hoog van die oppervlak 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 stootstukke 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 oppervlak van die platform af moet wees.

9. BOOTMANSTOEL

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

10. 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 klousule 6 van hierdie Byvoegsel voldoen.

11. 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.

12. 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 moontlik sal kan val: Met dien verstande dat geskikte veiligheids gordels wat aan die bouwerk vasgemaak is met 'n tou wat lank genoeg is, in plaas van daklere, plankmatte of kruipplanke gebruik kan word op staandakke wat met 'n nie-breekbare materiaal bedek is.

13. SLOPINGSWERK

(1) Geen werkgewer mag vereis of toelaat dat slopingswerk of werk wat daarmee in verband staan, uitgevoer word nie, tensy sodanige werk gedoen word deur of onder die voortdurende persoonlike toesig van 'n verantwoordelike persoon wat minstens twee jaar praktiese ondervinding van die sloping van bouwerke het en wat spesifiek vir daardie doel aangestel is. Gesamentlike verantwoordelikheid vir slopingswerk mag 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 'n doeltreffende wyse van die toevoerbron afgesluit is voordat daar met die slopingswerk 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) alle praktiese voorsorgsmaatreëls getref word ten einde die gevaar te voorkom dat die bouwerk intuiemal 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 doeltreffende 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 intuiemal.

14. BOUHYISERS

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

(a) aan die bouwerk vasgemaak of verspan is met staalanker-toue en dat dit soveel hoër as die hoogste bordes is dat daar 'n onversperde en onbelemmerde ruimte van minstens 900 mm is vir 'n bak wat te hoog opgehoys word;

(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 counterpiece, 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 use 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 builder's hoists or similar work and who shall examine the entire hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices and who shall enter and sign the result of each such inspection in a record book which shall be kept for that purpose and which shall be retained by the employer 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.

15. 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 which is more than 1,5 m deep and which has not been adequately shored and braced: Provided that shoring and bracing shall not be necessary where the sides of the excavation are sloped to at least the natural angle of repose of the earth measured relatively to the horizontal plane, or where such excavation is in solid rock.

For the purposes of this clause, "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.

(b) aan die onderpunt en op elke verdieping waar persone deur bewegende dele van die hyser getref kan word, behalwe aan die kant of kante wat toegang tot die hyser verleen, deur mure of op 'n ander doeltreffende wyse omhein is tot op 'n hoogte van minstens 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 bordes, en sodanige deur of hek moet toegehou word tensy die hyser op daardie bordes stilstaan.

(2) 'n Werkgewer moet verseker dat—

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

(b) geen hangtou gebruik word nie tensy dit bestaan uit staal-draad 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 of '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 reëlings getref word waarvolgens duidelike tekens vir die werking van die hyser gegee kan word vanaf elke bordes waar die hyser gebruik word;

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

(3) Geen werkgewer mag vereis of toelaat dat trokke, kruitwaens of materiaal op of in die bak vervoer word nie—en niemand mag dit ook doen nie—tensy sodanige trokke, kruitwaens 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 bouhyzers of soortgelyke werk het, en soanige persoon moet die hele hyser, met inbegrip van die leiers, toue en die aansluitings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheidstoestelle, ondersoek en die uitslag van elke sodanige inspeksie inskryf en onderteken in 'n verslagboek wat vir hierdie doel gehou moet word en wat deur die werkgewer bewaar moet word vir 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 reggestel of herstel is.

15. UITGRAWINGS

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

(a) op 'n doeltreffende wyse laat beskut deur 'n 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) Behalwe vir die doel van oprigtings-, skornings- of verspanningswerk, mag geen werkgewer van enigiemand vereis of hom toelaat en niemand mag dit ook doen nie—om werk in 'n uitgraving wat dieper as 1,5 m is en wat nie op 'n doeltreffende wyse geskoor of verspan is nie, te verrig nie: Met dien verstande dat skoring en verspanning nie nodig is nie waar die kante van die uitgraving 'n skuinste vorm minstens gelyk aan die natuurlike rushoek van die grond gemeet met betrekking tot die horisontale vlak, of waar sodanige uitgraving in soliede rots is.

Vir die toepassing van hierdie klousule 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 sykante van die uitgrawings vorm.

(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 50m, 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 or excavator 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.

16. 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.

17. DEFINITIONS

For the purposes of this Appendix—

(1) "Chief Inspector" means the inspector holding the post of Chief Inspector of Factories established by Government Notice 1287 of 6 September 1935, or holding such post the designation of which may be amended from time to time;

(2) "inspector" means an inspector appointed or deemed to have been appointed in terms of section 4 of the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941).

ANNEXURE A

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
P.O. Box 693 Bloemfontein Telephone 7-7441
STATEMENT IN TERMS OF CLAUSE 10 (1) OF THE
AGREEMENT PUBLISHED IN THE SCHEDULE TO
GOVERNMENT NOTICE

No. Dated 19....

The Secretary
Industrial Council for
the Building Industry
P.O. Box 693
BLOEMFONTEIN

Dear Sir,

In accordance with clause 10 of the above-mentioned Agreement, I hereby furnish the following particulars in connection with this business:

1. Name under which business is carried on.....
2. Address at which business is carried on.....
3. Nature of business.....

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

(4) 'n Werkgewer moet verseker dat die skornings en verspannings 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 tot elke uitgraving verskaf word 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 van ondergrondse dienste is wat waarskynlik deur die uitgraving geraak sal word en moet dié stappe doen was 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) Ten einde die veiligheid van persone te verseker, moet 'n werkgewer elke uitgraving wat dieper as 1,5 m is, met inbegrip van alle verspannings en skornings, 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.

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

16. BESKERMENDE KLERE EN TOESTELLE

'n Werkgewer moet toereikende beskermende klere, toestelle en materiaal, met inbegrip (waar nodig) van veiligheidsgordels, veiligheidshelms, stofbrille, handskoene of skoeisel, 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 stowwerige werk wat nadelig vir sy gesondheid mag wees of aan enigiemand ten opsigte van wie 'n inspekteur dit mag vereis, gratis verskaf en dit in 'n goeie toestand hou.

17. WOORDOMSKRYWING

Vir die toepassing van hierdie Byvoegsel beteken—

(1) "hoofinspekteur" die inspekteur wat die pos beklee van Hoofinspekteur van Fabriek, ingestel by Goewermmentskennisgewing 1287 van 6 September 1935, of wat sodanige pos beklee waarvan die benaming van tyd tot tyd gewysig kan word;

(2) "inspekteur" 'n inspekteur wat kragtens artikel 4 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), aangestel is of geag word aangestel te wees.

AANHANGSEL A

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID

Posbus 693 Bloemfontein Telefoon 7-7441

OPGAWE KRAGTENS KLOUSULE 10 (1) VAN DIE OOREENKOMS GEPUBLISEER IN DIE BYLAE VAN GOEWERMMENTS-KENNISGEWING

No. van 19....

Die Sekretaris
Nywerheidsraad vir die
Bounywerheid
Posbus 693
BLOEMFONTEIN

Meneer,

Ingevolge klousule 10 van bogenoemde Ooreenkoms verstrekk ek hierby onderstaande besonderhede in verband met hierdie besigheid:

1. Naam waaronder besigheid gedryf word.....
2. Adres waar besigheid gedryf word.....
3. Aard van besigheid.....

4. Description, full names and addresses of Management:

(a) Description:

	Name	Address
Proprietor		
Partners		
Directors		
(in case of a company)		
Manager		
Secretary		

5. The following information is furnished regarding the persons employed:

Artisans (all trades)	Apprentices	Trainees	Learner Artisans	Artisan's Assistants, Grade II	Crane Operators
.....					
Drivers of Mechanical Vehicles			Electrical Conduit Installers	Labourers	Other
Up to 900 kg	900 kg to 2 700 kg	2 700 kg to 3 465 kg			

Yours faithfully,

.....
Employer or person authorised by him

(i) Delete irrelevant headings at (a).

(ii) If space is insufficient, attach supplementary list.

ANNEXURE B

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

P.O. Box 693 Bloemfontein Telephone 7-7441

CERTIFICATE OF REGISTRATION OF EMPLOYER IN
TERMS OF CLAUSE 10 OF GOVERNMENT NOTICE

No. Dated 19

This is to certify that

.....
carrying on business under the style of

at

has been registered as an employer in the Building and Monumental
Masonry Industries, Bloemfontein, in the area within a radius of
24,14 km from the General Post Office, Bloemfontein.For and on behalf of the Industrial Council for the Building
Industry.

Number of certificate Date 19

Secretary

Note:

(a) Every registered employer is required to notify the Council in
writing within 14 days of any change in the particulars furnished by
him on registration.(b) This Certificate must be displayed by an employer in a con-
spicuous place on his premises.

ANNEXURE C

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

P.O. Box 693 Bloemfontein Telephone 7-7441

STATEMENT BY EMPLOYER IN TERMS OF CLAUSE 15 (1)

Name

Address

Employer's registration
No.

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

4. Beskrywing, volle name en adresse van Bestuur:

(a) Beskrywing:

	Naam	Adres
Eienaar		
Vennote		
Direkteure		
(in die geval van 'n maatskappy)		
Bestuurder		
Sekretaris		

5. Onderstaande inligting word verstrek aangaande die persone in diens:

Ambags- manne (alle ambagte)	Vakleerlinge	Kwekelinge	Leerling- ambags- manne	Ambagsman se assistent, graad II	Hyskraanbe- dieners
.....					
Bestuurders van meganiese voertuie			Installeerders van elektriese leipype	Arbeiders	Ander
Tot 900 kg	900 tot 2 700 kg	2 700 tot 3 465 kg			

Die uwe,

Werkgewer of persoon deur hom gemagtig

(i) Skrap opskrifte by (a) wat nie van toepassing is nie.

(ii) As ruimte onvoldoende is, heg aanvullende lys aan.

AANHANGSEL B

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID

Posbus 693 Bloemfontein Telefoon 7-7441

REGISTRASIESERTIFIKAAT VAN WERKGEWER INGE-
VOLGE KLOUSULE 10 VAN GOEWERMENSKENNISGE-
WING

No. van 19

Hierby word gesertifiseer dat

.....
wat besigheid dryf onder die titel

by

geregistreer is as 'n werknemer in die Bou- en Monumentklipmessel-
nywerheid, Bloemfontein, in die gebied binne 'n straal van 24,14
km vanaf die Hoofposkantoor, Bloemfontein.

Vir en namens die Nywerheidsraad vir die Bounywerheid.

Nommer van sertifikaat Datum 19

Sekretaris

Let Wel:

(a) Van elke geregistreerde werkgever word vereis om die Raad
binne 14 day skriftelik in kennis te stel van enige verandering in die
besonderhede wat deur hom by registrasie verstrek is.(b) Hierdie sertifikaat moet deur 'n werkgever op 'n opvallende
plek op sy perseel vertoon word.

AANHANGSEL C

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID

Posbus 693 Bloemfontein Telefoon 7-7441

OPGAWE DEUR WERKGEWER KRAGTENS KLOUSULE 15 (1)

Naam

Adres

Werkgewer se Registrasie
No.

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

I forward herewith cheque/cash for the amount of R.....,
being all contributions due in respect of myself and the employees
employed by me during the week ending.....19.....

Name of artisan	H.F. No.	Trade	Amount
		R	
Other employees, excluding apprentices and trainees.....@ 6c =			
Other employees excluding apprentices and trainees and learner artisans.....@ 10c =			
I certify that the above particulars are correct.			
Employer			

I certify that the above particulars are correct.

Employer

DO NOT DETACH—FOR OFFICE USE ONLY

Received R. on 19....
being contributions to Council Funds.

Office date stamp

.....
For Secretary

ANNEXURE D

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
P.O. Box 693 Bloemfontein Telephone 7-7441

APPLICATION FOR PERMISSION TO ENGAGE AN
ARTISAN'S ASSISTANT, GRADE I, IN TERMS OF CLAUSE
21 (2) OF THE AGREEMENT PUBLISHED IN THE SCHEDULE
TO GOVERNMENT NOTICE

No..... Dated..... 19.....

1. Name of employer.....
2. Address of employer.....
3. Registration number of employer.....
4. Name of prospective artisan's assistant, Grade I.....
5. Address of prospective artisan's assistant, Grade I.....
6. Date of birth..... Identity Number.....
7. Race of prospective artisan's assistant, Grade I.....
8. At what trade is the prospective artisan's assistant, Grade I, to be employed?.....
9. At what address (workshop/site) is the prospective artisan's assistant, Grade I, to be employed?.....
10. On what date is the prospective artisan's assistant, Grade I, to be engaged by you at the above trade?.....
11. State, with relation to the trade mentioned in item 8:
 - (a) Average number of artisans employed by you in the Bloemfontein area during the last 12 months.....
 - (b) Actual number of artisans employed at date of this application at this trade.....
 - (c) Number of artisan's assistants, Grade I, employed at date of this application at this trade.....
12. Has any attempt been made by you to obtain the services of an artisan?.....
13. Are you prepared to engage any suitable artisan who may be referred to you by the Council or the trade unions?.....
14. State the reasons for this application.....

I certify that the above details are true and correct.

Date..... Signature of employer.....

Ek stuur hierby tjek/kontant ten bedrae van R.....
synde alle hydraes verskuldig ten opsigte van myself en alle werk-
nemers wat in my diens was gedurende die week eindigende.....19....

Naam van ambagsman	V.F. No.	Ambag	Bedrag
		R	
Ander werknemers, uitgesonderd vakleerlinge en kwek- linge.....@ 6c =			
Ander werknemers, uitgesonderd vakleerlinge, kwek- linge en leerlingambags- manne.....@ 10c =			
Ek sertifiseer bostaande bo- sonderhede as korrek.			

Ek sertifiseer bostaande besonderhede as korrek.

.....
Werkgewer

MOENIE AFSKEUR NIE—SLEGS VIR KANTOOR GEBRUIK

Ontvang R..... op.....19.....
synde bydraes tot Raad se Fondse.

Kantoordatumstempel

Vir Sekretaris

AANHANGSEL D

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
Posbus 693 Bloemfontein Telefoon 7-7441

AANSOEK OM VERLOF OM 'N AMBAGSMAN SE ASSISTENT, GRAAD I, IN DIENS TE NEEM INGEVOLGE KLOUSULE 21 (2) VAN DIE OOREENKOMS GEPUBLISEER IN DIE BYLAE TOT GOEWERMENTSKENNISGEWING

No. van 19...

1. Naam van werkgewer.....
2. Adres van werkgewer.....
3. Registrasienuommer van werkgewer.....
4. Naam van voornemende ambagsman se assistent, graad I.....
5. Adres van voornemende ambagsman se assistent, graad I.....
6. Geboortedatum..... Identiteitsnommer.....
7. Ras van voornemende ambagsman se assistent, graad I.....
8. In watter ambag word die voornemende ambagsman se assistent, graad I, in diens geneem?.....
9. By watter adres (werkwinkel/terrein) word die voornemende ambagsman se assistent, graad I, in diens geneem?.....
10. Op watter datum word die voornemende ambagsman se assistent, graad I, deur u in bogenoemde ambag in diens geneem?.....
11. Noem, met betrekking tot die ambag in item 8 gemeld:
 - (a) Die gemiddelde getal ambagsmanne wat u gedurende die laas 12 maande in die gebied Bloemfontein in diens gehad het.....
 - (b) Die werklike getal ambagsmanne wat ten tyde van hierdie aansoek in hierdie ambag in diens was.....
 - (c) Die getal ambagsman se assistent, graad I, wat ten tyde van hierdie aansoek in hierdie ambag in diens was.....
12. Het u al enige poging aangewend om die dienste van 'n ambagsman te bekom?.....
13. Is u bereid om enige geskikte ambagsman wat deur die Raad of die vakverenigings na u verwys word in diens te neem?.....
14. Noem die redes vir hierdie aansoek.....

Ek sertifiseer dat bogenoemde besonderhede waar en korrek is.

Datum..... Handtekening van werkgewer.....

No. R. 897

27 May 1977

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN

I, Stephanus Petrus Botha, Minister of Labour—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industries, published under Government Notice R. 896 of 27 May 1977, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) hereby, in terms of section 54 (1) of the said Act and with effect from 27 May 1977 and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act, in respect of employees who are entitled to sickness benefits in terms of clause 63 of the said Agreement.

S. P. BOTHA, Minister of Labour.

No. R. 897

27 Mei 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, BLOEMFONTEIN

Ek, Stephanus Petrus Botha, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid, gepubliseer by Goewermenskennisgewing R. 896 van 27 Mei 1977, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van 27 Mei 1977 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat op siektebystand ingevolge klousule 63 van genoemde Ooreenkoms geregtig is.

S. P. BOTHA, Minister van Arbeid.

No. R. 898

27 May 1977

INDUSTRIAL CONCILIATION ACT, 1956

WORK RESERVATION DETERMINATION 28.— BUILDING INDUSTRY, REPUBLIC OF SOUTH AFRICA—EXEMPTION IN RESPECT OF THE AREA WITHIN A RADIUS OF 24 KILOMETRES FROM THE GENERAL POST OFFICE, BLOEM- FONTEIN

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 28, published under Government Notice R. 149 of 24 January 1975, to all employers who are bound by the Agreement relating to the Building and Monumental Masonry Industries, Bloemfontein, published under Government Notice R. 896 of 27 May 1977 and to the employees of such employers, with effect from 27 May 1977 and for the period ending 26 May 1980, to the extent that persons who are not White persons or Coloured skilled artisans may in the said Industry perform any work specified in the definitions of "artisan's assistant, Grade I," and "artisan's assistant, Grade II," in clause 3 of the said Agreement.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted by a person who is not a White person.

No. R. 898

27 Mei 1977

WET OP NYWERHEIDSVERSOENING, 1956

WERKRESERVERINGVASSTELLING 28.—BOUNY- WERHEID, REPUBLIEK VAN SUID-AFRIKA— VRYSTELLING TEN OPSIGTE VAN DIE GEBIED BINNE 'N STRAAL VAN 24 KILOMETER VANAF DIE HOOFPUSKANTOOR, BLOEMFONTEIN

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, aan alle werkgewers vir wie die Ooreenkoms in verband met die Bou- en Monumentklipmesselnywerheid, Bloemfontein, gepubliseer by Goewermenskennisgewing R. 896 van 27 Mei 1977 bindend is en aan alle werknemers van sodanige werkgewers, met ingang van 27 Mei 1977 en vir die tydperk wat op 26 Mei 1980 eindig, vrystelling verleen het van die bepalings van Vasstelling 28 wat by Goewermenskennisgewing R. 149 van 24 Januarie 1975 gepubliseer is, in dié mate dat persone wat nie Blanke persone of Gekleurde geskoolde ambagsmanne is nie toegelaat word om in genoemde Nywerheid enige werk te verrig wat in die omskrywings van "ambagsman se assistent, Graad I," en "ambagsman se assistent, Graad II," in klousule 3 van genoemde Ooreenkoms gespesifiseer is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

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Current copies of *Militaria* may be obtained from The Government Printer, Private Bag X85, Pretoria, 0001, at R1 (overseas R1,25) per copy. Copies of most back editions are still available.

MILITARIA

Militaria is 'n militêr-historiese tydskrif wat deur die Dokumentasiediens van die Suid-Afrikaanse Weermag op 'n kwartaalbasis uitgegee word.

Hierdie geïllustreerde tydskrif bevat artikels oor o.a.:

Die Anglo-Boereoorlog en vroeëre Suid-Afrikaanse militêre geskiedenis.

Suid-Afrikaanse deelname aan beide Wêreldoorloë.

Eenheidsgeskiedenis.

Die groei en ontwikkeling van die Suid-Afrikaanse Weermag.

Bronnepublikasies en besprekings van militêr belangrike boeke word in die meeste nommers ingesluit.

Daar het reeds 23 uitgawes van *Militaria* verskyn.

Huidige nommers van *Militaria* kan by Die Staatsdrukker, Privaatsak X85, Pretoria, 0001, teen R1 (buitelands R1,25) per eksemplaar gekoop word. Die meerderheid vorige nommers is nog beskikbaar.

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CONTENTS

No.		Page	Gazette
		No.	No.
GOVERNMENT NOTICES			
Labour, Department of			
<i>Government Notices</i>			
R. 896.	Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Bloemfontein: Agreement	1	5564
R. 897.	Factories, Machinery and Building Work Act, 1941	51	5564
R. 898.	Industrial Conciliation Act 1956: Work Reservation Determination 28	51	5564

INHOUD

No.		Bladsy	Staats-
		No.	koerant
		No.	No.
GOEWERMENSKENNISGEWINGS			
Arbeid, Departement van			
<i>Goewermentskennisgewings</i>			
R. 896.	Wet op Nywerheidsversoening, 1956: Bou-en Monumentklipmesselnywerheid, Bloemfontein: Ooreenkoms	1	5564
R. 897.	Wet op Fabrieke, Masjinerie en Bouwerk, 1941	51	5564
R. 898.	Wet op Nywerheidsversoening, 1956: Werk-reserveringvasstelling 28	51	5564

