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GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER UTILISATION

No. R: 1278

27 June 1980

INDUSTRIAL CONCILIATION ACT, 1956

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

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 1 July 1980 and for the period ending 30 June 1984, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2), 6, 9 (7) (b), 17 (5) (b), 27, 29 (4) (c), 31, 32, 33 and 36, shall be binding, with effect from 1 July 1980 and for the period ending 30 June 1984, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 1 July 1980 and for the period ending 30 June 1984, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2), 6, 9 (7) (b), 17 (5) (b), 27, 29 (4) (c) and (d), 31, 32, 33 and 36, shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 1278

27 Junie 1980

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE.—OOREENKOMS VIR DIE KAAPSE SKIEREILAND

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

(a) kragtens artikel 48 (1) (a), van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 1 Julie 1980 en vir die tydperk wat op 30 Junie 1984 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2), 6, 9 (7) (b), 17 (5) (b), 27, 29 (4) (c), 31, 32, 33 en 36, met ingang van 1 Julie 1980 en vir die tydperk wat op 30 Junie 1984 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van 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, 5 (2), 6, 9 (7) (b), 17 (5) (b), 27, 29 (4) (c) en (d), 31, 32, 33 en 36, met ingang van 1 Julie 1980 en vir die tydperk wat op 30 Junie 1984 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

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SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(WESTERN PROVINCE)

AGREEMENT

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

Master Builders' and Allied Trades Association (Cape Peninsula)

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

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Operative Masons' Society

South African Woodworkers' Union

Building Workers' Union

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

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

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice 283 of 2 March 1962), fell within the Magisterial District of Bellville.

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

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

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

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

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower Utilisation in terms of section 48 of the Act and shall remain in force from that date until 30 June 1984 or for such other period as the Minister may determine.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

"artisan" means an employee who performs artisan's work and who—

(a) has completed a contract of apprenticeship in terms of the Apprenticeship Act, 1944; or

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID (WESTELIKE
PROVINSIE)

OOREENKOMS

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

Master Builders' and Allied Trades Association (Cape Peninsula)

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

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Operative Masons' Society

South African Woodworkers' Union

Building Workers' Union

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

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

1. TOEPASSINGSBESTEK

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

(a) deur alle werkgewers wat lid van die werkgewersorganisasies is en deur alle werknemers wat lid van die vakvereniging is;

(b) in die landdrostdistrikte Die Kaap, Wynberg [met inbegrip van daardie gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermmentskennisgewing 173 van 9 Februarie 1973) binne die landdrostdistrik Wynberg geval het], Simonstad, Goodwood en Bellville, in daardie gedeeltes van die landdrostdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermmentskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrostdistrik Bellville geval het en in daardie gedeelte van die landdrostdistrik Kuilsrivier wat voor die publikasie van Goewermmentskennisgewing 661 van 19 April 1974 binne die landdrostdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 (Goewermmentskennisgewing 283 van 2 Maart 1962), binne die landdrostdistrik Belleville geval het.

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

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

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

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet vasstel en bly van krag vanaf daardie datum tot 30 Junie 1984 of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat geregistreer is ooreenkomstig die Wet op Vakleerlinge, 1944, en sluit in 'n werknemer wat in diens is gedurende die proeftydperk waarvoor daar in dié Wet voorsiening gemaak is;

"ambagsman" 'n werknemer wat ambagswerk verrig en wat—

(a) 'n leerlingskontrak kragtens die Wet op Vakleerlinge, 1944, voltooi het; of

(b) has completed a contract of learnership registered with the Council in any one of the skilled trades designated in terms of section 16 of the Apprenticeship Act, 1944; or

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

and shall include any person who has been registered with the Council as an artisan in terms of clause 9;

"artisan's work" means work of a skilled nature which is normally performed by a person who has served an apprenticeship in terms of the Apprenticeship Act, 1944, in any one or more of the trades or subdivisions thereof which are listed under the definition of "Building Industry" in this Agreement but does not include work performed by employees employed in the categories for whom wages are prescribed in clause 16 (1) other than in paragraphs (g) and (h) thereof;

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

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

"Building Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings, unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations:

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

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

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

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

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

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

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

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

(b) 'n leerkontrak wat by die Raad geregistreer is, voltooi het in een van die geskoolde ambagte wat aangewys is kragtens artikel 16 van die Wet op Vakleerlinge, 1944; of

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

en sluit dit 'n persoon in wat ingevolge klousule 9 as 'n ambagsman by die Raad geregistreer is;

"ambagswerk" werk van 'n geskoolde aard wat normaalweg verrig word deur iemand wat 'n leertyd deurgemaak het kragtens die Wet op Vakleerlinge, 1944, in een van die ambagte of onderafdelings daarvan wat in die woordomskriving van "Bouwyerheid" in hierdie Ooreenkoms opgenoem word, maar omvat dit nie werk verrig deur werknemers in diens in die kategorieë waarvoor lone in klousule 16 (1) voorgeskryf word nie, uitgesonderd dié in paragrawe (g) en (h) daarvan;

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

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

"Bouwyerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin die werkgewer en die werknemer met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit ook alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde werksaamhede of onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue en ook die sloping van geboue, tensy die betrokke werkgewer bewys kan lewer dat sodanige sloping nie uitgevoer is met die doel om die terreine vir bouwerksaamhede voor te berei nie;

Messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -plaatblokke of -plate en glasstene, die beteeëling van mure en vloere, voegwerk, plaveiwerk, mosaïekwerk met leiklip, marmer en komposisiemateriaal, rioolaanlegwerk, lei- en teëlwerk op dakke, bitumen-, asfalt- en plaatwerk;

lakpolitoerwerk, wat die volgende insluit: Politoerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestoif;

skrynerwerk, wat die volgende insluit: Die vervaardiging van alle skrynerwerkartikels, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

ruit-in-loodwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameborde en die beglasing wat daarmee in verband staan, insluit;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap van klippe vir en die bou van sier- en monumentklipwerk en die vervaardiging en oprigting van grafstene en begraaftaasgedenktekens van alle soorte, betonwerk en die aanbring of bou van voorafgegiete en/of kunsklip of -marmer, plaveiwerk, mosaïekwerk, voegwerk, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klip-poleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

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

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

pleisterwerk, wat die volgende insluit: Modelleerwerk, granolitiese en komposisievloerwerk, komposisiemuurbekleding en die poleerwerk daarvan, vooraf gegiet of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, met inbegrip van die aanbring van asfaltmestik of bitumene mestik vir doeleindes van waterdigting op horisontale of vertikale vlakke, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

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

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

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

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

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

"block" means a walling unit of which the face dimensions exceed either 300 mm in length or 150 mm in height;

"blocklayer" means any person over the age of 21 years who is registered with the Council and who has been issued with the appropriate registration card by the Council, who is engaged in the laying of blocks as defined in this Agreement, on any type of construction, or the laying of paving slabs, precast concrete channels and kerbs, but who shall not be permitted to lay bricks of any size or type, except where these are required for bonding purposes;

"brushhand" means any person over the age of 21 years who is registered as such with the Council and who has been issued with the appropriate registration card by the Council, who shall be engaged to perform work as defined under "painting", except in the following operations:

- (1) Graining;
- (2) marbling;
- (3) vinyl-hanging;
- (4) paper-hanging;
- (5) textured coatings;
- (6) application of final coats to—
 - (a) plastered or skimmed walls or ceilings,
 - (b) doors and door frames,
 - (c) windows,
 - (d) skirtings,
 - (e) cupboards,
 - (f) pelmets,
 - (g) balustrades,
 - (h) fascia boards,
 - (i) sprockets,
 - (j) gutters and rainwater pipes,

which shall only be performed by an artisan;

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

"ceiling hand" or "partition hand" means an employee over the age of 21 years who is registered as such with the Council and who has been issued with the appropriate registration card by the Council and who is engaged in one or more of the following activities:

- (1) Glueing "anaglypta" or similar type paper cover strips to ceiling boards already fixed by an artisan;
- (2) nailing short lengths of battens up to 1 200 mm long onto ceiling boards by means of a jig erected by an artisan;
- (3) sanding down veneer panels or doors by hand or sanding machine ready for decoration;
- (4) screwing pre-cut aluminium extrusion to partition, e.g. skirting;
- (5) drilling holes in aluminium extrusion to a jig or at centres predetermined by an artisan;

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

winkel-, kantoor- en bankuitrusting, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, vertoonkaste, toonbanke, skerms en binnenshuise los en vas toebehoere;

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

staalkonstruksie, wat die volgende insluit: Die aanbring van alle klasse staal- of ander metaalsuile, -leërs, staalbalke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

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

"blok" 'n muureenheid waarvan die vlakafmetings of langer as 300 mm of hoër as 150 mm is;

"bloklêr" iemand wat ouer as 21 jaar is, wat by die Raad geregistreer is en aan wie die Raad die nodige registrasiekaart uitgereik het, wat blokke soos in hierdie Ooreenkoms omskryf, lê op enige soort konstruksie of wat plaveiëplaatblokke, vooraf gevormde betongeute en -randstene lê, maar wat geen bakstene van watter grootte of soort ook al mag lê nie behalwe waar dit vir verbanddoeleindes nodig is;

"grofskilder" iemand wat ouer as 21 jaar is, wat by die Raad as sodanig geregistreer is en aan wie die Raad die nodige registrasiekaart uitgereik het, wat die werk moet verrig soos onder "verfwerk" omskryf, uitgesonderd die volgende werksaamhede:

- (1) Vlamskilderwerk;
- (2) marmerwerk;
- (3) vinielplakwerk;
- (4) muurplakwerk;
- (5) tekstuurlaagwerk;
- (6) die aanwending van finale lae op—
 - (a) mure of plafonne wat gepleister of met 'n finale laag geverf is,
 - (b) deure en deurkösye,
 - (c) vensters,
 - (d) vloerlyste,
 - (e) kombuis-kaste,
 - (f) gordynkappe,
 - (g) balustrades,
 - (h) fassieplanke,
 - (i) wipstukke,
 - (j) geute en geutype,

wat slegs deur 'n ambagsman verrig mag word;

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

"plafonhandlanger" of "afskortinghandlanger" 'n werknemer wat ouer as 21 jaar is, wat by die Raad as sodanig geregistreer is en aan wie die Raad die nodige registrasiekaart uitgereik het en wat een of meer van die volgende werksaamhede verrig:

- (1) "anaglypta"- of soortgelyke tipe papierdekstrookies aan plafonplanke vaslym wat reeds deur 'n ambagsman aangebring is;
- (2) kort latte van tot 1 200 mm lank aan plafonplanke vasspyker deur middel van 'n setmaat wat deur 'n ambagsman opgerig is;
- (3) fineerpanele of -deure met die hand of 'n masjien afskuur om versier te word;
- (4) vooraf gesnyde aluminiumekstrusies aan afskortings, bv. vloerlyste, vasskroef;
- (5) gate boor in aluminiumekstrusies volgens 'n setmaat of op plekke wat vooraf deur 'n ambagsman aangedui is;

(6) using a pop riveter to insert rivets into predrilled holes;

(7) drilling holes and screwing cornice to positions predetermined by an artisan;

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

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

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

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

"emergency work" without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work prescribed in clause 13 and which is necessary to ensure the health or safety of the public and/or the safety of property or the carrying on of any other industry or any work which owing to causes such as fire, storm, flood or accident or act of violence, must be performed without delay;

"foreman" means an employee who—

(a) is employed in a supervisory capacity, but who may also be doing the work of an artisan;

(b) gives out work to other employees under his control and supervision;

(c) maintains discipline;

(d) is directly responsible to the employer or the employer's authorised representative for efficiency and production on site; and

(e) receives a wage of not less than the minimum rate for an artisan;

"jig" means a mechanical form made of solid material such as wood or metal of which the various parts are of predetermined dimensions, to aid the workman to produce products repetitively of equal size and shape, by sliding, dropping or placing the components of the product into the jig to be held in place and requiring no further manoeuvring;

"glazier" means an employee who is engaged in the final fitting and fixing of glass into frames, who is registered with the Council as such and who has been issued with a registration card;

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

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

"learner" means an employee of the age of 21 years and over serving under a written contract of learnership approved and registered by the Council in terms of clause 8 in any of the skilled trades in the Industry designated in terms of the Apprenticeship Act and shall include occupations for which wages are prescribed in clause 16 (1) (d);

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

"mason's assistant" means any person over the age of 21 years who is registered as such at the Council and who has been issued with the appropriate registration card by the Council, and who is engaged to perform one or more of the following activities:

- (1) Operating swing saws and compressors for stone work;
- (2) punching in masonry where such work consists purely of the removal and reduction of excess rough on surfaces under supervision of an artisan;
- (3) operating a dunter, excluding a hand dunter;
- (4) operating a stone turning-lathe under supervision, excluding setting up;
- (5) flame treatment of stone under supervision;
- (6) operating a sandblasting machine under supervision;
- (7) placing blocks into position for swing saws excluding levelling and lining up;

(6) 'n plofklankmasjien gebruik om klanknaels in vooraf geboorde gate aan te bring;

(7) gate boor en kroonlyste vasskroef volgens posisies wat vooraf deur 'n ambagsman aangedui is;

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

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

"Raad" die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie) wat ooreenkomstig artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ooreenkomstig artikel 19 van die Wet;

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

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

"voorman" 'n werknemer wat—

(a) in 'n toesighoudende hoedanigheid optree maar wat ook die werk van 'n ambagsman kan doen;

(b) werk aan ander werknemers uitdeel onder sy beheer en toesig;

(c) dissipline handhaaf;

(d) regstreeks aan die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein; en

(e) minstens die minimum loon van 'n ambagsman ontvang;

"setmaat" 'n meganiese vorm van soliede materiaal soos hout of metaal waarvan die verskillende dele vooraf bepaalde afmetings het wat die werkman in staat stel om produkte van dieselfde grootte en vorm herhalingsgewys te produseer deurdat die komponente van die produk in die setmaat geskuif, neergelaat of geplaas en daar in posisie gehou word sodat daar geen verdere hantering nodig is nie;

"ruitwerker" 'n werknemer wat betrokke is by die finale aanbring en vasheg van glas in rame, wat by die Raad as sodanig geregistreer is en aan wie 'n registrasiekaart uitgereik is;

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

"Nywerheid" die Bou- en Monumentklipmesselnywerheid;

"leerling" 'n werknemer van 21 jaar en ouer wat diens doen ingevolge 'n skriftelike leerkontrak, goedgekeur en geregistreer deur die Raad ingevolge klousule 8 in enigeen van die geskoolde ambagte in die Nywerheid aangewys ooreenkomstig die Wet op Vakleerlinge en sluit dit beroepe in waarvoor lone in klousule 16 (1) (d) voorgeskryf word;

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

"klipmesselaar se assistent" iemand wat ouer as 21 jaar is, wat by die Raad as sodanig geregistreer is en aan wie die Raad die nodige registrasiekaart uitgereik het en wat een of meer van die volgende werksaamhede verrig:

(1) Hangsae en kompressors vir klipmesselwerk bedien;

(2) ponswerk in klipmesselwerk waar sodanige werk uitsluitlik die verwydering en vermindering van oortollige oneffenheid op oppervlakke onder toesig van 'n ambagsman behels;

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

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

(5) hittebehandeling van klip onder toesig;

(6) 'n sandstraalmasjien onder toesig bedien;

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

(8) operating pneumatic tool on precast stone;

(9) grouting of stone, excluding pointing;

(10) operating a jib hoist without a platform carrying a load of not more than 0,056 m³ of material;

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

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

"plumber's mate" means any person over the age of 21 years who is registered as such with the Council and who has been issued with the appropriate registration card by the Council, who is engaged to perform one or more of the following activities:

(1) Assembling and fitting of lead, copper and plastic piping for waste, soil, water (hot and cold), central heating, cooling, fire, gas and similar installations—when assembled and fitted in workshop in mass produced units for housing;

(2) bending and/or body forming by machine;

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

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

"piece-work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

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

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

"roofer" means an employee who is an artisan who is responsible for the setting out of a roof from drawings or otherwise, who determines the positions of battens, slates, tiles, sheets and other roofing materials, including shingles, thatch, etc., who may fix flashings, gutters and downpipes to roofs, who is in charge of and who supervises the work of roofing hands, slaters or sheeters and others engaged in roof construction and who is paid wages not less than that prescribed in clause 16 (1) (h);

"roofing hand", "slater", "sheeter", or "roofiler" means an employee over the age of 21 years who is registered as such with the Council and who has been issued with the appropriate registration card by the Council who, under the supervision of a roofer, is engaged in one or more of the following activities:

(1) The fixing of roof tiles, slates, battens and corrugated or otherwise preformed asbestos cement, metal, plastic, fibreglass or similar types of sheeting to roofs or walls;

(2) the fixing of prefabricated flashings on roofs;

(3) the laying and fixing of waterproofing materials such as bituminous felts, plastics, rubber or similar materials to roofs and walls;

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

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

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

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

"task-work" means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of the wages prescribed in clause 16;

"temporary artisan" means an employee who has been issued with a registration card by the Council which is clearly marked across the face "temporary" by virtue of the fact that the holder has not qualified as an artisan as required in clause 9 of this Agreement, but who had received at least 25 artisan stamps by 31 October 1979;

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

(8) lugdrukgereedskap op vooraf gegiet klip bedien;

(9) klip met voegbry invul, uitgesonderd voegvulling;

(10) 'n kraanarmhystoestel bedien wat sonder platform is en wat 'n vrag materiaal van hoogstens 0,056 m³ dra.

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

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

"loodgietersmaat" iemand wat ouer as 21 jaar is, wat by die Raad as sodanig geregistreer is en aan wie die Raad die nodige registrasiekaart uitgereik het en wat een of meer van die volgende werksaamhede verrig:

(1) Inmekaarsit en pas van lood-, koper- en plastiekpype vir afval-, vuil-, water- (warm en koud), sentraleverwarming-, koel-, vuur-, gas- en soortgelyke installasie—wanneer dit in die werkwinkel in massaproduksie-eenhede vir behuising inmekaargesit en gepas word;

(2) buig en/of fatsoenering met 'n masjien;

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

"loonvrag" die maksimum massa wat 'n motorvoertuig mag dra ooreenkomstig die bepalinge van 'n motortransportertifikaat of sertifikaat van vrystelling van die verpligting om sodanige motortransportertifikaat uit te neem wat, kragtens die Motortransportwet en die regulasies daar-kragtens afgekondig, deur die plaaslike padvervoerraad (Kaapstad) uitge-reik is;

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

"openbare vervoer" vervoer per spoor of openbare motorbus;

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

"dakwerker" 'n werknemer wat 'n ambagsman is en wat verantwoordelik is vir die uitlê van dakke volgens tekeninge of andersins, wat die posisie aandui van die latte, dakleie, teëls, plate of ander dakmateriaal, met inbegrip van dakspane, dekgras, ens., wat voegskorte, geute en geutpype aan dakke kan aanbring, wat aan die hoof staan van en toesig het oor die werk van dakhandlangers, leidekkers of plaatwerkers en ander wat dakkonstruksiewerk verrig en wat minstens die loon betaal word wat in klousule 16 (1) (h) voorgeskryf word;

"dakhandlanger", "leidekker", "plaatwerker" of "pandekker" 'n werknemer wat ouer as 21 jaar is, wat by die Raad as sodanig geregistreer is, aan wie die Raad die nodige registrasiekaart uitgereik het en wat onder toesig van 'n dakwerker een of meer van die volgende werksaamhede verrig:

(1) Dakpanne, dakleie, latte en golf- of andersins vooraf gevormde asbesement-, metaal-, plastiek-, veselglas- of soortgelyke tipes plate aan dakke en mure aanbring;

(2) vooraf vervaardigde voegskorte aan dakke aanbring;

(3) waterdigte materiaal soos bitumenvilt, plastiek-, rubber- of soortgelyke materiaal aan dakke en mure aanbring.

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

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

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

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

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

"tydelike ambagsman" 'n werknemer aan wie die Raad 'n registrasie-kaart uitgereik het wat op die voorkant duidelik "tydelik" gemerk is van-weë die feit dat die houer daarvan nog nie as 'n ambagsman gekwalifiseer het soos in klousule 9 van hierdie Ooreenkoms vereis nie, maar wat teen 31 Oktober 1979 minstens 25 ambagsmanseëls ontvang het;

"boksteier" 'n werkplatform wat gestut word deur bokke, en traplere, drievoete en dergelyke stutte;

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

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

(b) the operations referred to under the definitions of "blocklayer", "brushhand", "ceiling hand", "partition hand", "mason's assistant", "plumbers' mate", "roofer", "roofing hand", "slater", "sheeter", "rooftiler" and "workshop assembler";

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

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

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

"waterproof" means an employee engaged in asphaltting and/or the application of bituminous, plastic, rubber or similar sheeting, and/or in the application of various types of mastic or similar waterproofing compounds or materials;

"workshop assembler" means an employee over the age of 21 years who is registered as such with the Council, who has been issued with the appropriate registration card by the Council and who is engaged in one or more of the following activities:

- (1) Assembling standard joinery items on a mass production basis;
- (2) feeding all machines, excluding spindles;
- (3) assembling shuttering in a workshop;

but who shall not set jigs or moulds or change and set cutters, blades, etc. in machines, which shall only be done by an artisan.

4. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry who at the date on which this Agreement comes into operation has not already registered with the Council in pursuance of a previous agreement, shall within one week of such date forward to the Secretary of the Council on a form prescribed by the Council the following particulars:

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

(b) Every employer in the Industry who enters the Industry on or after the date on which this Agreement comes into operation shall, within 21 days of becoming an employer forward to the Secretary of the Council on a form prescribed by the Council the following particulars:

- (i) His full name;
- (ii) his business address;
- (iii) the trade or trades carried on by him in the Industry;
- (iv) the number of employees in his employment in the various categories for which wages are prescribed in this Agreement;
- (v) the registration numbers issued to employers by the Unemployment Insurance Commissioner, Workman's Compensation Commissioner and the Receiver of Revenue.

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

(3) (a) In addition to the information referred to in subclause (2) hereof, the employer shall in the case of a partnership lodge with the Council a copy of the agreement of partnership.

(b) In the absence of a written agreement of partnership the employer shall notify the Council in writing of all the terms of the agreement of partnership.

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

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

(b) die werksaamhede genoem in die omskrywing van "bloklêer", "grofskilder", "plafonhandlanger", "afskortinghandlanger", "klip-messelaar se assistent", "loodgietersmaat", "dakwerker", "dakhandlanger", "leidekker", "plaatwerker", "pandekker" en "werkwinkelmonteur";

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

"werkende werkgewer" of "vennoot" 'n werkgewer of vennoot wat 'n werkgewer is en wat self werk verrig wat in die omskrywing van "Bounywerheid" ingesluit word;

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

"waterdiger" 'n werknemer wat asfaltering en/of die aanwending van bitumen-, plastiek-, rubber- of soortgelyke plaatbekleding doen, en/of verskillende soorte mastik- of soortgelyke waterdigtingsmengsels of -materiaal aanwend;

"werkwinkelmonteur" 'n werknemer wat ouer as 21 jaar is, wat by die Raad as sodanig geregistreer is, aan wie die Raad die nodige registrasiekaart uitgereik het en wat een of meer van die volgende werksaamhede verrig:

- (1) Standaard-skryfwerkstukke op 'n massaproduksie-grondslag monteër;
- (2) Alle masjiene voer, uitgesonderd houtfreesmasjiene;
- (3) bekisting in 'n werkwinkel monteër;

maar wat nie setmate of gietvorms mag instel of die snyers, lemme, ens. by masjiene mag omruil en stel nie, d.w.s. werk wat slegs deur 'n ambagsman verrig mag word.

4. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree, in die Nywerheid is en wat hom nie alreeds ingevolge 'n vorige ooreenkoms by die Raad laat registreer het nie, moet binne een week vanaf sodanige datum die volgende besonderhede aan die Sekretaris van die Raad stuur op 'n vorm wat deur die Raad voorgeskryf word:

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

(b) Elke werknemer in die Nywerheid wat op of na die datum waarop hierdie Ooreenkoms in werking tree tot die Nywerheid toetree, moet binne 21 dae vanaf die datum waarop hy 'n werknemer geword het die volgende besonderhede aan die Sekretaris van die Raad stuur op 'n vorm wat deur die Raad voorgeskryf word:

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

(v) die registrasienommers wat deur die Werkloosheidsversekeringskommissaris, die Ongevallekommissaris en die Ontvanger van Inkomste aan werkgewers uitgereik is.

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

(3) (a) Benewens die inligting in subklousule (2) hiervan bedoel, moet die werkgewer in die geval van 'n vennootskap, 'n kopie van die vennootskapsooreenkoms by die Raad indien.

(b) Waar 'n skriftelike vennootskapsooreenkoms ontbreek, moet die werkgewer die Raad skriftelik in kennis stel van al die bepalings van die vennootskapsooreenkoms.

(c) If the agreement of partnership that is lodged with the Council does not contain the full terms and conditions of the partnership agreement between the partners, the partnership shall notify the Council in writing of all the terms of the partnership agreement that are not included in the agreement of partnership lodged with the Council.

(d) Any notification in terms of paragraphs (b) and (c) shall be signed by all the partners.

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

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

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

(7) (a) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall within 21 days of such date, or of the date upon which such employer commences operations, as the case may be, lodge with the Council in respect of every employee a guarantee acceptable to the Council and equal to the aggregate of—

- (i) two weeks' wages at the rates prescribed in clause 16;
- (ii) two weeks' levies in terms of clause 28;
- (iii) two weeks' contributions and allowances to employees in terms of clauses 21, 29 and 30; and
- (iv) two weeks' contributions to the Medical Aid Fund in terms of clause 9 (1) and (2) of Government Notice 1920 of 27 October 1972 or any subsequent medical aid fund agreement.

(b) Notwithstanding anything to the contrary herein contained, the guarantee shall not be less than R500 irrespective of the number of employees in the employment of the employer.

(c) Notwithstanding anything to the contrary herein contained or implied, the guarantee, if paid in cash, shall be vested in the Council and upon the insolvency or liquidation of the employer, the liquidator or trustee of the employer, as the case may be, shall have no right of any nature whatsoever thereto.

(d) The Council shall, without prejudice to any other rights which it may have against the employer, apply the guarantee (at such times, in such amounts and apportioned to such obligation(s) as the Council in its discretion may decide) to the discharge of the employer's obligation(s) in terms of clauses 16, 21, 28, 29 and 30 and the contributions referred to in paragraph (a) (iv) when it is satisfied that the employer has failed to fulfil such obligation(s).

(e) Where the guarantee [after deducting any disbursements by the Council pursuant to paragraph (d) above], is insufficient to cover the payment of wages, levies, contributions and allowances referred to in paragraph (a) above, the employer shall upon demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment. The Council shall likewise permit any employer to reduce the amount of such guarantee where a reduction in the number of employees employed warrants such a reduction: Provided that the amount of such deposit shall at no times be less than R500.

(f) Notwithstanding the provisions of paragraph (e) above, the Council shall have the right to refuse to permit reductions in the amount of the guarantee at intervals of less than six months.

(8) The Council shall have the right at any time to call upon any employer to submit a return in a form and manner prescribed by the Council, showing the Holiday Fund number of each employee employed and the values and numbers of stamps issued to each employee.

5. NOTICE-BOARD

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

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

(c) Indien die vennootskapsooreenkoms wat by die Raad ingedien word, nie die volle bepalinge en voorwaardes van die ooreenkoms tussen die vennote bevat nie, moet die vennootskap die Raad skriftelik in kennis stel van al die bepalinge van die vennootskapsooreenkoms wat nie ingesluit is in die vennootskapsooreenkoms wat by die Raad ingedien is nie.

(d) Enige mededeling kragtens paragrawe (b) en (c) moet deur al die vennote geteken word.

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

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

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

(7) (a) Elke werkgever in die Nywerheid op die datum waarop hierdie Ooreenkoms in werking tree en elke werkgever wat na daardie datum tot die Nywerheid toetree, moet binne 21 dae vanaf sodanige datum of vanaf die datum waarop sodanige werkgever met werksaamhede begin, na gelang van die geval, ten opsigte van elke werknemer aan die Raad 'n waarborg verskaf wat vir die Raad aanneemlik is, en wat altesaam gelyk is aan—

- (i) twee weke se loon teen die tariewe voorgeskryf in klousule 16;
- (ii) twee weke se heffings kragtens klousule 28;
- (iii) twee weke se bydraes en toelaes aan werknemers kragtens klousules 21, 29 en 30; en
- (iv) twee weke se bydraes aan die Mediese Hulpfonds kragtens klousule 9 (1) en (2) van Goewermentskennisgewing 1920 van 27 Oktober 1972 of enige daaropvolgende mediese hulpfondsooreenkoms.

(b) Ondanks andersluidende bepalinge hierin vervat, moet die waarborg minstens R500 wees, ongeag die aantal werknemers in diens van die werkgever.

(c) Ondanks andersluidende bepalinge hierin vervat of veronderstel, moet die waarborg, as dit in kontant is, onder berusting van die Raad wees, en by insolvensie of likwidasie van die werkgever se boedel, het die likwidateur of kurator van die werkgever na gelang van die geval, geen reg van water aard hoegenaamd daarop nie.

(d) Die Raad moet, sonder benadeling van enige ander regte wat hy teen die werkgever mag hê, die waarborg [op sodanige tye, in sodanige bedrae en toebedeel aan sodanige verpligting(e) as waartoe die Raad na goeddunke mag besluit] gebruik ter nakoming van die werkgever se verpligting(e) ooreenkomstig klousules 16, 21, 28, 29 en 30 en die bydraes bedoel in paragraaf (a) (iv), wanneer die Raad daarvan oortuig is dat die werkgever versuim het om sodanige verpligting(e) na te kom.

(e) Wanneer die waarborg, na aftrekking van enige uitbetalings wat die Raad in ooreenstemming met paragraaf (d) hierbo gedoen het, ontoereikend is om die betaling van lone, heffings, bydraes en toelaes bedoel in paragraaf (a) hierbo, te dek, moet die werkgever, wanneer die Raad dit versoek, die bedrag van sodanige waarborg verhoog na 'n bedrag wat voldoende is om sodanige betaling te dek. Insgelyks moet die Raad 'n werkgever toelaat om die bedrag van sodanige waarborg te verminder wanneer 'n vermindering van die getal werknemers wat in diens van die werkgever is sodanige vermindering regverdig: Met dien verstande dat die bedrag van sodanige waarborg nie minder as R500 mag wees nie.

(f) Ondanks paragraaf (e) hierbo, het die Raad die reg om te weier dat verminderinge in die bedrag van die waarborg met tussenpose van minder as ses maande toegelaat word.

(8) Die Raad het die bevoegdheid om te eniger tyd van 'n werkgever te vereis om 'n staat voor te lê in 'n vorm en op 'n wyse deur die Raad voorgeskryf, waarin die Vakansiefondsnummer van elke werknemer in sy diens asook die getal en die waarde van die seëls wat aan elke werknemer uitgereik is, verstrek word.

5. KENNISGEWINGBORD

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

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

6. ENGAGEMENT OF EMPLOYEES

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

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

(b) no member of any of the employers' organisations shall employ any employee who is not a member of any of the trade unions.

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

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

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

(b) to foremen;

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

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

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

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

7. EMPLOYMENT OF MINORS

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

8. LEARNERS

(1) No employer shall employ any person as a learner unless the written consent of the Council has first been obtained: Provided that, with the exception of learnership in the occupations for which wages are prescribed in clause 16 (1) (d), such consent shall not be given in the case of a minor.

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

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

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

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

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

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

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

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

(6) No employer shall employ in any capacity any person who is employed under a registered contract of learnership with another employer unless prior permission is obtained from the Council and no employee who

6. INDIENSNEEMING VAN WERKNEMERS

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

(a) mag geen lid van enige van die vakverenigings werk aanneem by enige werkgever wat nie 'n lid van enige van die werkgeversorganisasies is nie of in die diens bly van 'n werkgever wie se lidmaatskap van die werkgeversorganisasies beëindig is nie;

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

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

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

(a) op vakleerlinge en op werknemers vir wie daar lone voorgeskryf word in klousule 16 (1), (a), (b), (c), (d), (e), (f) en (i);

(b) op voormanne;

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

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

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

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

7. INDIENSNEEMING VAN MINDERJARIGES

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

8. LEERLINGE

(1) Geen werkgever mag 'n persoon as leerling in diens neem nie, tensy die skriftelike toestemming van die Raad vooraf verkry is: Met dien verstande dat, met uitsondering van leerlingskap in die beroepe waarvoor lone in klousule 16 (1) (d) voorgeskryf word, sodanige toestemming nie in die geval van 'n minderjarige gegee mag word nie.

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

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

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

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

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

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

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

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

(6) Geen werkgever mag 'n persoon wat ooreenkomstig 'n geregistreerde leerkontrak by 'n ander werkgever in diens is in enige hoedanigheid in diens neem nie tensy die toestemming van die Raad vooraf verkry is, en geen werknemer wat ooreenkomstig 'n geregistreerde leerkontrak in

is employed under a registered contract of learnership shall offer himself for or accept employment with another employer unless he has obtained the prior permission of the Council.

(7) The Council shall have the power to set tests to test a learner at the completion of the learnership period as to his proficiency in his trade, to the satisfaction of examiners appointed by the Council, before such learner is issued with a certificate of competency by the Council. The Council shall have the power to—

- (a) require both the learner and the employer to complete a progress questionnaire, six-monthly;
- (b) require the employer to arrange at his own expense, training in facets of the trade which cannot be provided by him;
- (c) require that the learner shall be trained in all practical facets of the trade as required by the Apprenticeship Act, 1944.

9. REGISTRATION OF ARTISANS

(1) The Council shall, as soon as practicable after the coming into operation of this Agreement, register as artisans all persons who are actively working in the Industry in the performance of artisan's work and who are artisans as defined in clause 3.

(2) Any person who is not an artisan as defined in clause 3 who is desirous of working in the Industry as an artisan shall apply to the Council for registration and shall furnish the Council with such documentary or other proof as the Council may deem necessary to substantiate the applicant's qualification for registration.

(3) The Council shall register as artisans such persons who have either—

- (a) completed an apprenticeship contract in terms of the Apprenticeship Act, 1944; or
- (b) been issued with a certificate of proficiency under section 6 or a trade diploma under section 7 of the Training of Artisans Act, 1951; or
- (c) completed a learnership contract in terms of clause 8; or
- (d) been employed in the Building Industry for at least five years, either in the Cape Peninsula area or elsewhere, in any one of the trades designated under the Apprenticeship Act, 1944. For the purposes of this subclause, proof of five years' employment shall, in areas where industrial agreements provide for the issue of Holiday Fund stamps, be the production of, or acceptable evidence of the acquisition of, at least 200 artisan stamps by the person concerned.

(4) The Council may at its discretion also register as an artisan any person who can prove to the satisfaction of the Council that he is entitled to such registration.

(5) The Council may at its discretion issue a temporary registration certificate valid for three months to an employee to enable such employee to become properly registered.

(6) The Council shall within 14 days of date of application issue a temporary registration certificate valid for a period to be fixed by the Council to any person at the request of any employer who can prove to the satisfaction of the Council that he has failed to or cannot find any suitably qualified person who would be entitled to registration in terms of subclause (1), (3) or (4) hereof.

(7) (a) Every employee who has been registered in terms of this clause shall, upon accepting employment in the Industry as an artisan, produce proof of registration to his employer and also to any designated agent of the Council on request.

(b) Every employee who has been registered in terms of this clause and who is a member of any of the trade unions which are parties to this Agreement, shall also produce such proof to the organiser(s) of the trade union on being requested to do so, subject to the provisions of clause 27 (2).

(8) Any proof of registration issued in terms of this clause shall be retained by the employee concerned but the Council shall have the right to amend or withdraw such proof at any time and the employee concerned shall surrender such proof to the Council on demand.

(9) No person shall, after the expiration of a period of 12 months from the date of coming into operation of this Agreement, accept employment as an artisan in the Industry and no employer shall employ, or continue to employ, any employee as an artisan, unless he produces to the employer proof of registration issued to him in terms of this clause: Provided that this prohibition shall not apply where the employee produces proof to the employer that he has made application to the Council for registration in terms of this clause in which event the employee may accept employment and the employer may employ or continue to employ such employee for a period not exceeding three months or for such period as may be fixed by the Council pending such registration.

diens is, mag homself vir diens by 'n ander werkgever aanbied of sodanige diens aanvaar nie tensy hy vooraf die toestemming van die Raad verkry het.

(7) Die Raad het die bevoegdheid om toetse op te stel om 'n leerling by voltooiing van sy leertydperk tot tevredenheid van eksaminatore deur die Raad aangestel, ten opsigte van sy vaardigheid in sy ambag te toets voordat die Raad 'n vaardigheidsertifikaat aan so 'n leerling uitreik. Die Raad kan ook—

- (a) vereis dat sowel die leerling as die werkgever elke ses maande 'n vorderingsvraelys invul;
- (b) van die werkgever vereis om op eie koste opleiding te reël in fasette van die ambag wat hy self nie kan verskaf nie;
- (c) vereis dat die leerling in al die praktiese fasette van die ambag opgelei word soos deur die Wet op Vakleerlinge, 1944, vereis.

9. REGISTRASIE VAN AMBAGSMANNE

(1) Die Raad moet so gou doenlik ná die inwerkingtreding van hierdie Ooreenkoms almal wat aktief in die Nywerheid werksaam is, wat ambagswerk verrig en wat ambagsmanne is soos in klousule 3 voorgeskryf, as ambagsmanne registreer.

(2) Iemand wat nie 'n ambagsman is soos in klousule 3 omskryf nie en wat graag as ambagsman in die Nywerheid wil werk, moet by die Raad om registrasie aansoek doen en aan die Raad sodanige dokumentêre en ander bewyse voorlê as wat die Raad nodig ag om te bevestig dat die aansoeker vir registrasie kwalifiseer.

(3) Die Raad moet diegene as ambagsmanne registreer—

- (a) wat óf 'n leerkontrak ingevolge die Wet op Vakleerlinge, 1944, voltooi het; óf
- (b) aan wie 'n vaardigheidsertifikaat kragtens artikel 6 of 'n ambagsdiploma kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, uitgereik is; óf
- (c) wat 'n leerkontrak ingevolge klousule 8 voltooi het; óf
- (d) wat minstens vyf jaar in die Bounywerheid werksaam is, óf in die Kaapse Skiereiland óf elders, in engeen van die ambagte ingevolge die Wet op Vakleerlinge, 1944, aangewys. Vir die toepassing van hierdie klousule bestaan bewys van vyf jaar diens, in gebiede waar nywerheids-ooreenkomste voorsiening maak vir die uitreiking van Vakansiefonds-seëls, uit die voorlegging van minstens 200 ambagseëls deur die betrokke persoon of aanvaarbare bewys dat hy soveel seëls verkry het.

(4) Die Raad kan na goeddunke ook iemand as ambagsman registreer wat tot tevredenheid van die Raad kan bewys dat hy op sodanige registrasie geregtig is.

(5) Die Raad kan na goeddunke 'n tydelike registrasiesertifikaat wat drie maande geldig is aan 'n werknemer uitreik om hom in staat te stel om behoorlik geregistreer te word.

(6) Die Raad moet op versoek van 'n werkgever wat tot tevredenheid van die Raad kan bewys dat hy nie daarin kon of kan slaag om 'n behoorlik gekwalifiseerde persoon te vind wat ingevolge subklousule (1), (3) of (4) hiervan op registrasie geregtig is nie, binne 14 dae vanaf die datum van aansoek 'n tydelike registrasiesertifikaat aan engeen uitreik wat geldig is vir die tydperk wat die Raad bepaal.

(7) (a) Elke werknemer wat ingevolge hierdie klousule geregistreer is, moet by diensaanvaarding as ambagsman in die Nywerheid bewys van sy registrasie aan sy werkgever voorlê en op versoek ook aan enige aangewese agent van die Raad.

(b) Elke werknemer wat ingevolge hierdie klousule geregistreer is en wat lid is van een van die vakverenigings wat partye by hierdie Ooreenkoms is, moet, behoudens klousule 27 (2), sodanige bewys op versoek ook aan die organiseerder(s) van die vakvereniging voorlê.

(8) Die betrokke werknemer moet sy bewys van registrasie wat ingevolge hierdie klousule uitgereik is, bewaar, maar die Raad kan sodanige bewys te eniger tyd wysig of intrek, en die betrokke werknemer moet sodanige bewys aan die Raad teruggee as dit van hom gevorder word.

(9) Ná die verstryking van 'n tydperk van 12 maande ná die inwerking-treding van hierdie Ooreenkoms mag niemand diens as ambagsman in die Nywerheid aanvaar en mag geen werkgever 'n werknemer as ambagsman in diens neem of in diens hou nie, tensy hy aan die werkgever bewys lewer van die registrasie wat ingevolge hierdie klousule aan hom uitgereik is: Met dien verstande dat hierdie verbod nie van toepassing is nie waar die werknemer aan die werkgever bewys lewer dat hy ingevolge hierdie klousule by die Raad om registrasie aansoek gedoen het, en in so 'n geval kan die werknemer diens aanvaar en kan die werkgever so 'n werknemer in diens neem of hou vir 'n tydperk van hoogstens drie maande of vir die tydperk wat die Raad bepaal hangende dié registrasie.

(10) Notwithstanding anything to the contrary in this clause no person who is in terms of the Black Building Workers Act, 1951, prohibited from performing the work of an artisan, shall be registered as an artisan, unless exemption has been granted by the Minister permitting his employment on such work.

(11) (a) For the purposes of identification of registered artisans, an identity card, bearing, inter alia, a clear, full-face photograph of the holder, his name, occupation and Holiday Fund number, shall be issued by the Council to each artisan registered with the Council in terms of this clause, and such identity card shall be carried at all times on his person by such artisan while he is engaged in the performance of artisan's work.

(b) The Council may recover from each person to whom such an identity card has been issued a portion of the cost of production of such card, such portion to be determined by the Council from time to time: Provided that such portion shall not exceed 50c per card issued: Provided further that where a duplicate card has to be issued to replace the one lost by the artisan, the whole cost of such replacement may be recovered from such artisan by the Council.

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

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

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

(3) *Labour-only contracts.*—No employer shall give out and/or perform work on a "labour-only contract" basis, save as provided in clause 11 hereof and no employer shall give out and no employee shall perform work on such a basis.

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

11. EMPLOYMENT OF SUBCONTRACTORS

Before giving out any work on a subcontract basis to a subcontractor, any contractor executing a building project or part thereof shall satisfy himself that such subcontractor is registered with the Council in terms of clause 4 and shall not require or permit him to perform such work until a certificate of registration is furnished.

For the purposes of this clause—

"work" shall mean work in the Building Industry, the performance of which is subject to this Agreement;

"subcontract" shall mean the carrying out by a subcontractor of work on a building project for remuneration or reward on a basis other than payment of a wage on an hourly, daily or weekly basis; and

"subcontractor" shall mean any person who, in partnership with other persons, or with the paid assistance of employees or other persons, undertakes work on a subcontract basis for the main contractor in charge of a building project.

12. TRANSPORT, WALKING TIME AND LODGING ALLOWANCE

(1) In addition to other remuneration payable in terms of this Agreement, an employer shall pay to each employee for whom wages are prescribed in clause 16 (1), excluding watchmen, on allowance of 6c per hour in respect of ordinary time worked, and overtime worked on Saturdays and Sundays, such allowance to be deemed to be a walking time and/or transport allowance: Provided that such allowance shall not be payable in the case of an employee to whom the provisions of subclause (2) apply.

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

(10) Ondanks andersluidende bepalings in hierdie klousule, mag niemand wat ingevolge die Wet op Swart Bouwerkers, 1951, verbied word om die werk van 'n ambagsman te verrig as 'n ambagsman geregistreer word nie, tensy die Minister vrystelling daartoe verleen het wat sy indiensneming vir sulke werk magtig.

(11) (a) Ten einde geregistreerde ambagsmanne te kan identifiseer, moet die Raad aan elke ambagsman wat ingevolge hierdie klousule by die Raad geregistreer is 'n identiteitskaart uitreik wat onder meer 'n duidelike, volgesigfoto van die houer, sy naam, beroep en Vakansiefondsnummer bevat, en so 'n ambagsman moet te alle tye dié identiteitskaart by hom dra terwyl hy die werk van 'n ambagsman verrig.

(b) Die Raad kan op elkeen aan wie so 'n identiteitskaart uitgereik is 'n deel van die produksiekoste van dié kaart verhaal, en hy moet die betrokke deel van tyd tot tyd vasstel: Met dien verstande dat dié deel hoogstens 50c per kaart mag beloop: Voorts met dien verstande dat waar 'n duplikaatkaart uitgereik moet word om die een te vervang wat die ambagsman verloor het, die Raad die volle koste van sodanige vervanging op so 'n ambagsman kan verhaal.

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

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

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

(3) *Kontrakte vir slegs arbeid.*—Geen werkgewer mag werk op 'n kontrakgrondslag van "slegs arbeid" uitbestede en/of verrig nie, behalwe soos in klousule 11 hiervan bepaal, en geen werkgewer mag werk op so 'n grondslag uitbestede en geen werknemer mag sodanige werk verrig nie.

By die toepassing van hierdie klousule sluit 'n kontrak van "slegs arbeid" ook 'n kontrak ten opsigte waarvan die kontraknemer nie die benodigde materiaal vir die voltooiing van die kontrak of die verrigting van die werk verskaf nie.

11. INDIENSNEMING VAN SUBKONTRAKTEURS

Voordat 'n kontrakteur wat 'n bouprojek of deel daarvan uitvoer werk op 'n subkontrakgrondslag aan 'n subkontraakteur uitbestede, moet hy homself daarvan oortuig dat so 'n subkontraakteur ingevolge klousule 4 by die Raad geregistreer is en mag hy nie van hom vereis of hom toelaat om sodanige werk te verrig voordat hy 'n registrasiesertifikaat voorgeleë het nie.

Vir die toepassing van hierdie klousule beteken—

"werk" werk in die Bounywerheid waarvan die verrigting onderworpe is aan hierdie Ooreenkoms;

"subkontrak" die uitvoering deur 'n subkontraakteur van werk in 'n bouprojek teen besoldiging of beloning op 'n ander grondslag as betaling van loon op 'n uurlikse, daaglikse of weeklikse grondslag; en

"subkontraakteur" iemand wat in vennootskap met ander persone of met die geldelike hulp van werknemers of ander persone werk op 'n subkontrakgrondslag onderneem vir die hoofkontraakteur wat aan die hoof staan van 'n boukontrak.

12. VERVOER-, LOOPTYD- EN LOSIESTOELAE

(1) Benewens die ander besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, moet 'n werkgewer aan elke werknemer vir wie lone in klousule 16 (1) voorgeskryf word, uitgesonderd wagte, 'n toelae van 6c per uur betaal ten opsigte van gewone tyd gewerk, en oortydwerk wat op Saterdag en Sondag verrig is, en sodanige toelae word geag 'n looptyd- en/of vervoertoelae te wees: Met dien verstande dat sodanige toelae nie betaalbaar is nie in die geval van 'n werknemer op wie subklousule (2) van toepassing is.

(2) Aan 'n werknemer van wie daar vereis word om by die uitvoering van sy pligte weg van sy gewone woonplek af te werk by 'n werkplek wat so geleë is dat daar beweer kan word dat so 'n werknemer nie in staat sal

residence daily, shall be paid the following transport allowance and/or allowance for sleeping accommodation by his employer:

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

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

(i) R3 in the case of employees engaged on artisans' or operatives' work;

(ii) R1,80 in the case of employees engaged on unskilled work; in lieu thereof in respect of every night such employee spends away from his ordinary place of residence.

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

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

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

(a) on a Saturday or on a Sunday;

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

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

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

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

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

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

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

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

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

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

(ac) before 07h00 or after 17h05 except on Fridays when finishing time shall be not later than 17h00;

(iii) in the case of all other employees—

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

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

(ac) before 07h00 or after 17h00.

(2) *Meal intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than 45 minutes during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

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

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

(c) an employer may agree with his employees to reduce the period of such meal interval to not less than half an hour and in that event and after the employer has lodged a statement of such agreement with the Council, the meal interval may be reduced.

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

wees om daaglik na sy gewone woonplek terug te keer nie, moet daar die volgende vervoertoeleae en/of toelae vir slaapplek deur sy werkgever betaal word:

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

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

(i) R3 in die geval van werknemers wat ambagsmanne of werksmanne se werk verrig;

(ii) R1,80 in die geval van werknemers wat ongeskoolde werk verrig;

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

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

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

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

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

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

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

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

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

(aa) meer as 44 uur in enige week;

(ab) meer as agt uur en 30 minute daaglik van Maandag tot en met Vrydag; en

(ac) ondanks paragraaf (a), meer as vier uur per Saterdag;

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

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

(ab) meer as agt uur en 30 minute daaglik van Maandag tot en met Vrydag; en

(ac) voor 07h00 of na 17h05, behalwe op Vrydae wanneer uitskeitheid nie later as 17h00 mag wees nie;

(iii) in die geval van alle ander werknemers—

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

(ab) meer as agt uur daaglik vanaf Maandag tot en met Vrydag; en

(ac) voor 07h00 of na 17h00.

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

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

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

(c) 'n werkgever kan met sy werknemers ooreenkom om die tydperk van sodanige etenspouse na minstens 'n halfuur te verminder en in daardie geval en nadat die werkgever, 'n staat van sodanige ooreenkoms by die Raad ingedien het, kan die etenspouse verminder word.

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

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

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

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

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

- (i) three hours on any day from Monday to Saturday inclusive; and
- (ii) 15 hours in any one week.

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

- (i) in the case of emergency work as defined;
- (ii) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12h00 on the last working day prior to the day on which such overtime is to be worked. Such application shall contain—

- (aa) the name and address of the employer;
- (ab) the nature of the work to be executed;
- (ac) the place where, the date on which and the times when the work is to be commenced and completed;
- (ad) the reasons why the work cannot be executed within the ordinary hours of work prescribed; and
- (ae) the number of employees in each category:

Provided that when permission is required to clean a building site on Saturdays with labourers only, one application only need be made for the duration of the contract and for all labourers of subcontractors employed on the site, but should an artisan be required on the site it shall be in a supervisory capacity only.

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

- (a) in respect of overtime up to one hour daily on Mondays to Thursdays inclusive, his wage plus all allowances in respect of each hour or part of an hour so worked in any week;
- (b) in respect of overtime worked—
 - (i) in excess of one hour daily on Mondays to Thursdays inclusive;
 - (ii) on Fridays;
 - (iii) on Saturdays;
 - (iv) during the holiday periods prescribed in clause 15 (1) (a);

one and one-third times his basic hourly wage in respect of each hour or part of an hour so worked plus the travelling allowance for work performed on Saturdays and during the holiday period;

(c) in respect of overtime worked—

- (i) on Sundays and up to the normal starting time on Mondays;
- (ii) on the public holidays referred to in clause 15 (1) (b), one and two-thirds times his basic hourly wage in respect of each hour or part of an hour so worked in any week.

(8) (a) Notwithstanding the provisions of subclause (5), where, in any working week, an employee absents himself from work during any or all of the ordinary hours of work which are observed by his employer's establishment, such ordinary hours not worked by such employee may be deducted from the hours of overtime worked by such employee and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

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

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

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

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

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

- (i) meer as drie uur op enige dag van Maandag tot en met Saterdag;
- (ii) meer as 15 uur in enige week;

oortydwerk te verrig nie.

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

- (i) in die geval van noodwerk soos omskryf;
- (ii) met die toestemming van die Raad, en aansoek om die Raad se toestemming moet skriftelik by die Raad ingedien word voor 12h00 op die laaste werkdag voor die dag waarop sodanige oortydwerk verrig moet word. Sodanige aansoek moet die volgende besonderhede bevat:

- (aa) Die naam en adres van die werkgewer;
- (ab) die aard van die werk wat verrig moet word;
- (ac) die plek waar, die datum waarop en die tye wanneer die werk 'n aanvang moet neem en voltooi moet word;
- (ad) die redes waarom die werk nie in die gewone werkure soos voorgeskryf, verrig kan word nie; en
- (ae) die getal werknemers in elke klas:

Met dien verstande dat as daar toestemming vereis word om 'n bouterrein op Saterdag slegs met arbeiders skoon te maak, slegs een aansoek gedoen moet word vir die duur van die kontrak en vir al die subkontraakteur se arbeiders wat op die terrein werksaam is, maar as daar 'n ambagsman op die terrein nodig is, moet dit slegs in 'n toesighoudende hoedanigheid wees.

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

- (a) ten opsigte van oortydwerk van hoogstens een uur daaglik op Maandag tot en met Donderdag, sy loon plus alle toelaes vir elke uur of gedeelte van 'n uur wat hy aldus in enige week werk;
- (b) vir oortydwerk verrig—
 - (i) vir meer as een uur daaglik op Maandag tot en met Donderdag;
 - (ii) op Vrydag;
 - (iii) op Saterdag;
 - (iv) gedurende die vakansietydperk voorgeskryf in klousule 15 (1) (a);

een en 'n derde maal sy basiese uurloon vir elke uur of gedeelte van 'n uur wat hy aldus in enige week werk, plus die reistoelae vir werk wat hy op Saterdag en gedurende die vakansietydperk verrig het;

(c) vir oortydwerk verrig—

- (i) op Sondae en tot by die normale aanvangstyd op Maandag;
- (ii) op die openbare vakansiedae in klousule 15 (1) (b) bedoel;

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

(8) (a) Ondanks subklousule (5), wanneer 'n werknemer in enige werkweek van sy werk af wegbly gedurende enigeen van of al die gewone werkure wat vir sy werkgewer se inrigting geld, kan sodanige gewone werkure wat die werknemer nie gewerk het nie, afgetrek word van die aantal ure wat die werknemer oortydwerk verrig het, en vir die ure wat aldus afgetrek word, moet die werknemer betaal word teen sy gewone loonskaal: Met dien verstande dat—

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

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

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

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

(9) *Watchmen.*—The provisions of this clause shall not apply to a watchman whose employer grants him a day off of 24 consecutive hours in respect of every week of employment: Provided that—

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

(ii) an employer may, in lieu of granting his watchman any such day off, pay such watchman an additional amount equal to one third of his normal weekly wage.

14. RECORDS TO BE KEPT BY EMPLOYERS

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

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

(3) The records referred to in this clause shall be kept in ink in writing or typescript in legible characters and on material of a durable nature or, subject to the provisions of section 57 (1) of the Act, any other form approved by the Council.

15. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

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

(i) commencing at 17h00 on 19 December 1980 and ending at 08h00 on 12 January 1981;

(ii) commencing at 17h00 on 18 December 1981 and ending at 08h00 on 11 January 1982;

(iii) commencing at 17h00 on 15 December 1982 and ending at 08h00 on 10 January 1983;

(iv) commencing at 17h00 on 15 December 1983 and ending at 08h00 on 9 January 1984;

(b) on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, Republic Day, Kruger Day and on Settlers' Day, unless the written consent of the Council has first been obtained.

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

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

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

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

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

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

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

(ii) 'n werkgever, in plaas daarvan dat hy sodanige diensvrye dag aan sy wag toestaan, sodanige wag 'n bykomende bedrag betaal gelykstaande met 'n derde van sy gewone weekloon.

14. REKORDS WAT DEUR WERKGEWERS GEHOU MOET WORD

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

(2) Benewens die besonderhede in subklousule (1) bedoel, moet elke werkgever 'n rekord hou, wat gereedlik beskikbaar is vir inspeksie te eniger tyd, van die Nywerheidsraadnommer (anders bekend as die Vakansiefonds- of Pensioenfondsnummer) van elke werknemer in sy diens. In die geval van Swart werknemers moet die Nasionale identiteitsnummer, soos in die werknemer se pas- of bewysboek aangeteken, vir die toepassing van hierdie klousule as sy Nywerheidsraadnommer geag word. In die geval van alle ander werknemers is die Nywerheidsraadnommer die nummer in die Raad se rekords wat gekrediteer word met so 'n werknemer se bydraes tot die Vakansiefonds, Mediese Hulpfonds of Pensioenfonds en dit is die nummer wat in die werknemer se bydraeboek verskyn.

(3) Die rekords in hierdie klousule bedoel, moet op materiaal van duursame aard in duidelik leesbare letters in ink ingeskryf of ingetik word, of behoudens artikel 57 (1) van die Wet, enige ander vorm goedgekeur deur die Raad.

15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

(a) gedurende die tydperke (hierna die "jaarlikse verloftydperk" genoem)—

(i) wat om 17h00 op 19 Desember 1980 begin en om 08h00 op 12 Januarie 1981 eindig;

(ii) wat om 17h00 op 18 Desember 1981 begin en om 08h00 op 11 Januarie 1982 eindig;

(iii) wat om 17h00 op 15 Desember 1982 begin en om 08h00 op 10 Januarie 1983 eindig;

(iv) wat om 17h00 op 15 Desember 1983 begin en om 08h00 op 9 Januarie 1984 eindig;

(b) op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte dag, Kersdag, Gesinsdag, Nuwejaarsdag, Republiekdag, Krugerdag en op Setlaarsdag, tensy die skriftelike toestemming van die Raad vooraf verkry is.

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

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

16. WAGES—BASIC

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

16. LONE—BASIES

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

	Cents per hour from:			
	Date of coming into operation of this Agreement	1/11/80	1/11/81	1/11/82
(a) Employees engaged in unskilled work: Provided that any employee engaged in unskilled work who in addition to his ordinary work performs the duties of a watchman shall be paid R1 per week extra...	73	81	89	97
(b) Operator of a hoist, dumper driver	85	89	93	98
(c) Operator of a— power-driven crane	109	114	120	126
floor-sanding machine				
stone or terrazzo polishing machine				
(d) (i) Blocklayer, brushhand, ceiling hand, glazier, mason's assistant, partition hand, plumber's mate, roofing hand, roof tiler, slater, sheeter, workshop, assembler	139	146	157	169
(ii) Learners— during year of learnership	97	109	117	127
(e) Learner in the trades referred to in paragraphs (g) and (h)— (i) first six months of learnership	87	91	96	101
(ii) second six months of learnership	97	102	107	112
(iii) third six months of learnership	109	114	120	126
(iv) fourth six months of learnership	118	124	130	137
(v) fifth six months of learnership	129	135	142	149
(vi) sixth six months of learnership	139	146	153	161
(vii) seventh six months of learnership	148	155	163	171
(f) Drivers of motor vehicles of a payload of— (i) six tons and over	133	140	147	154
(ii) three to six tons	112	118	124	130
Driver of all other motor vehicles	91	96	101	106
(g) Artisan engaged in the painting trade	221	237	256	277
(h) (i) Temporary artisan	226	226	226	226
(ii) Artisan engaged in all other trades, including motor and plant mechanics, fitters and turners exclusively employed in the Building Industry and foreman	226	242	261	282
(i) Watchmen	Weekly R35,54	Weekly R37,32	Weekly R39,19	Weekly R41,15

	Sent per uur vanaf:			
	Datum van inwerking-treding van hierdie Ooreenkoms	1/11/80	1/11/81	1/11/82
(a) Werknemers wat ongeskoolde werk verrig: Met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer, 'n addisionele R1 per week betaal moet word	73	81	89	97
(b) Bediener van 'n hystoestel, stortwadywer	85	89	93	98
(c) Bediener van 'n— kragaaangedrewe hyskraan	109	114	120	126
vloerskuurmasjien				
masjien wat klip of terrasso poleer				
(d) (i) Bloklêer, grofskilder, plafonhandlanger, ruitwerker, klipmesse-laar se assistent, loodgietersmaat, dakhandlanger, leiddekker, plaatwerker, werkwinkelmonteur	139	146	157	169
(ii) Leerlinge— gedurende leerlingjaar	97	109	117	127
(e) Leerling in die ambagte in paragrawe (g) en (h) bedoel— (i) eerste ses maande as leerling	87	91	96	101
(ii) tweede ses maande as leerling	97	102	107	112
(iii) derde ses maande as leerling	109	114	120	126
(iv) vierde ses maande as leerling	118	124	130	137
(v) vyfde ses maande as leerling	129	135	142	149
(vi) sesde ses maande as leerling	139	146	153	161
(vii) sewende ses maande as leerling	148	155	163	171
(f) Drywers van motorvoertuie met 'n loonvrag van— (i) ses ton en meer	133	140	147	154
(ii) drie tot ses ton	112	118	124	130
Drywers van alle ander motorvoertuie	91	96	101	106
(g) Ambagsman in die ambag verwerk	221	237	256	277
(h) (i) Tydelike ambagsman	226	226	226	226
(ii) Ambagsman in alle ander ambagte, met inbegrip van motor-en installasiewerktuigkundiges, passers and draaiers wat uitsluitlik in die Bounywerheid in diens is en voorman	226	242	261	282
(i) Wagne	Weekliks R35,54	Weekliks R37,32	Weekliks R39,19	Weekliks R41,15

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

(3) *Minors.*—A minor employed with the consent of the Registrar of Apprenticeship and in terms of the provisions of the Apprenticeship Act, 1944, for a period without a contract of apprenticeship shall be paid wages not less than those laid down by the National Apprenticeship Committee for the Building Industry during such period.

(4) Nothing in this Agreement shall operate to reduce the wage of an employee who, on the date or immediately prior to the date of coming into force of this Agreement, was paid by his employer a wage at a rate higher than the minimum rate prescribed in this clause for an employee of his class, and such employee shall, whilst employed by the same employer, continue to be paid such higher rate, as if such higher rate was the minimum prescribed in subclause (1) for an employee of his class.

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

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

- (a) classified as dangerous in any statute, provincial ordinance, municipal by-law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;
- (b) performed on the outside of a building other than in the course of the erection of a new building, on or from a swinging scaffold, boatswain's chair, or a roof or extension ladder at a height of more than 10 m from ground level in connection with the renovation, alteration or repair of such building or the erection of illuminations or the hanging of bunting;
- (c) performed on an independent chimney or steel stack at a height of more than 10 m from the ground level; and
- (d) performed in old sewers or in trenches over 5 m in depth.

17. PAYMENT OF WAGES AND OVERTIME

(1) Except where otherwise provided in this Agreement, all remuneration due to an employee shall be paid in cash weekly between 13h00 and 17h00 but not later than five minutes before the normal closing time on Friday or on termination of employment if such termination takes place before Friday: Provided that—

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

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

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

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

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

"ALL STAMPS MUST BE AFFIXED IMMEDIATELY IN A CONTRIBUTION BOOK OBTAINABLE FROM THE INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WESTERN PROVINCE)."

(5) An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make the following:

- (a) Deductions provided for in clauses 18, 28, 29 and 30;
- (b) deductions provided for in clauses 31 and 32;

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

(3) *Minderjariges.*—'n Minderjarige wat met die toestemming van die Registrateur van Vakleerlinge en ingevolge die Wet op Vakleerlinge, 1944, vir 'n tydperk sonder 'n leerkontrak in diens geneem word of in diens geneem is, moet gedurende sodanige tydperk 'n loon ontvang van minstens dié wat die Nasionale Komitee vir Vakleerlinge in die Bounywerheid voorgeskrif het.

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

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

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

- (a) wat as gevaarlik geklassifiseer is in enige wet, provinsiale ordonansie, munisipale verordening of regulasie wat op die Bounywerheid betrekking het en wat van krag is in enige dorp of plek waarin of waar sodanige werk verrig word;
- (b) wat op 'n hoogte van meer as 10 m van die grond af aan die buitekant van 'n gebou (uitgesonderd in die oprigting van 'n nuwe gebou), op of van 'n hangsteier, bootsmanstoel, of 'n dak of skuiflêer verrig word in verband met die opknapping, verbouing of herstel van sodanige gebou of die aanbring van verligting of die ophang van feestooisels;
- (c) wat aan 'n alleenstaande skoorsteen of staalbundel verrig word op 'n hoogte van meer as 10 m van die grond af; en
- (d) wat in ou riole of in slote wat meer as 5 m diep is, verrig word.

17. BETALING VAN LONE EN OORTYDBESOLDIGING

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, moet alle besoldiging wat aan 'n werknemer verskuldig is, weekliks in kontant tussen 13h00 en 17h00 betaal word maar nie later nie as vyf minute voor die gewone sluitingstyd op Vrydag of by diensbeëindiging as dit voor Vrydag plaasvind: Met dien verstande dat—

- (i) besoldiging op -n dag voor Vrydag betaal mag word indien die werkgever en die werknemer daartoe ooreengekom het en die werkgever die Raad skriftelik in kennis gestel het van sodanige verandering; en
- (ii) wanneer 'n Vrydag 'n vakansiedag in die Nywerheid is, betaling moet geskied op die Donderdag voor sodanige vakansiedag.

(2) Betaling van alle besoldiging waarop 'n werknemer geregtig is, moet op die terrein waar so 'n werknemer werk of by die kantoor of werkwinkel van die werkgever betaal word, mits sodanige kantoor of werkwinkel binne hierdie Raad se regsgebied val.

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

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

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

"ALLE SEËLS MOET ONMIDDELLIK OPGEPLAK WORD IN 'N BYDRAEBOEK WAT VERKRYGBAAR IS VAN DIE NYWERHEIDSRaad VIR DIE BOUNYWERHEID (WESTELIKE PROVINSIE)".

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

- (a) Bedrae waarvoor in klousules 18, 28, 29 en 30 voorsiening gemaak is;
- (b) bedrae waarvoor in klousules 31 en 32 voorsiening gemaak is;

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

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

(e) deductions provided for in any other agreement of the Council.

18. TERMINATION OF EMPLOYMENT

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

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

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

(iii) an employee who desires to give notice and requires payment of wages due to be made on the day of termination of employment, shall give his notice to the employer before 10h00 on the day of such termination; otherwise payment of wages due may, in consequence, take place on the next working day;

(iv) an employer or an 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 double the hourly wage which the employee is receiving at the time of such termination.

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

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

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

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

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

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

19. PROHIBITED EMPLOYMENT

(1) No person other than a foreman, artisan, learner, apprentice or a trainee who is serving a period of training in terms of the provisions of the Training of Artisans Act, 1951, shall perform the work of an artisan, except that a blocklayer, brushhand, glazier, mason's assistant, plumber's mate, roofing hand, sheeter and workshop assembler may perform those operations set out in the definition of that class of employee.

(2) No employer and no foreman or other employee employed in a supervisory or in any other capacity by such employer shall instruct or require or permit any person other than those referred to in subclause (1) hereof to perform the work of an artisan.

(3) No employee, whilst in the employ of any employer shall, without the prior permission of the Council, solicit, undertake or perform any work described or defined in this Agreement, outside the Building Industry or in the Building Industry, for any employer other than the one by whom he is so employed, whether for remuneration or not, on any of the public holidays or during the annual leave period specified in clause 15 or outside the ordinary hours of work prescribed in clause 13: Provided that such employee may perform such work for himself on any building or structure owned or rented by him.

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

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

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

18. DIENSBEÏNDIGING

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

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

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

(iii) 'n werknemer wat kennis wil gee en wat wil hê dat die loon wat aan hom verskuldig is betaal moet word op die dag van diensbeëindiging, die werkgewer voor 10h00 op die dag van sodanige diensbeëindiging kennis moet gee; so nie, kan die loon wat verskuldig is op die daaropvolgende werkdag betaal word;

(iv) 'n werkgewer of 'n werknemer die dienskontrak te eniger tyd sonder kennisgewing kan beëindig deur in plaas van sodanige kennisgewing aan die werknemer 'n bedrag te betaal of aan die werkgewer 'n bedrag te betaal of te verbeur van minstens dubbel die uurloon wat die werknemer ten tyde van sodanige diensbeëindiging ontvang.

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

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

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

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

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

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

19. VERBODE INDIENSNEMING

(1) Niemand, uitgesonderd 'n voorman, ambagsman, leerling, vakleerling of 'n kwekeling wat 'n leertydperk uitdien ingevolge die Wet op Opleiding van Ambagsmense, 1951, mag die werk van 'n ambagsman verrig nie; behalwe dat 'n blokkleer, grofskilder, ruitwerker, klippesselaar se assistent, loodgietersmaat, dakhandlanger, plaatwerker, en werkwinkelmoniteur dié werksaamhede kan verrig wat vir so 'n klas werknemer omskryf word.

(2) Geen werkgewer en geen voorman of ander werknemer wat in 'n toetsighoudende of ander hoedanigheid by so 'n werkgewer in diens is, mag iemand anders as dié in subklousule (1) hiervan opdrag gee of van hom vereis of hom toelaat om die werk van 'n ambagsman te verrig nie.

(3) Geen werknemer mag, terwyl hy by 'n werkgewer in diens is, sonder om die toestemming van die Raad vooraf te verkry op enigen van die openbare vakansiedae of gedurende die jaarlikse verloftydperk in klousule 15 vermeld of buite die gewone werkeure in klousule 13 voorgeskryf werk wat in hierdie Ooreenkoms beskryf of omskryf word—hetsy teen vergoeding of nie—binne of buite die Bounywerheid vir 'n werkgewer werk, ondermeer of verrig nie, behalwe vir die werkgewer deur wie hy aldus in diens geneem is: Met dien verstande dat sodanige werknemer sodanige werk vir homself kan verrig aan 'n gebou of struktuur wat sy eiendom of wat hy huur.

(4) Subject to the provisions of section 83 of the Act, and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe, had such engagement or employment not been prohibited; and the employer shall continue to pay such remuneration and observe such conditions as if such employment had not been prohibited.

20. STORAGE AND PROVISION OF TOOLS ETC.

(1) Suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. Each employee for whom wages are prescribed in clause 16 (1) (g) and (h) shall be required to provide his own toolbox, which is capable of being securely locked, in which he shall store all his tools other than those which because of their length, shape or size are not normally stored in such tool boxes, whenever such tools are not in use.

(2) Employers shall supply in good order and condition grindstones for sharpening tools. Where no grindstone is provided on a job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

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

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

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

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

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

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

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

(ii) stake and rivetting bars and drills of all sizes;

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) soldering-irons and blow lamps;

(viii) chisels, punches and wall-pins over 22½ cm in length;

(ix) files and hack-saw blades;

(x) mandrels over 5 cm in diameter;

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

(xii) sheet-metal worker's mallet and heavy dressers;

(xiii) punches over 6 mm in diameter;

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

21. TOOL FUND

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

(b) The Fund shall consist of—

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

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

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

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

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

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

(i) stock of the Republic of South Africa or local Government stock;

(ii) National Savings Certificates;

(iii) Post Office Savings Accounts or Certificates;

(iv) savings accounts, permanent shares or fixed deposits in registered building societies or banks; or

(v) in any other manner approved by the Registrar.

(4) Behoudens artikel 83 van die Wet, en ondanks enige strydige bepalinge in hierdie Ooreenkoms, word geen bepaling wat die aanstelling of indiensneming van 'n werknemer in enige klas werk of op enige voorwaardes verbied, geag die werkgever daarvan vry te stel om die besoldiging te betaal of die voorwaardes na te kom wat hy sou moes betaal of sou moes nakom indien sodanige aanstelling of indiensneming nie verbied was nie, en moet die werkgever voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige aanstelling of indiensneming nie verbied was nie.

20. BEWARING EN VERSKAFFING VAN GEREEDSKAP ENS.

(1) Die werkgever moet op elke werkplek 'n geskikte toesluitplek vir gereedskap verskaf en 'n verantwoordelike persoon op elke werkplek aanstel wat moet sorg dat sodanige plekke toegesluit word. Dié bepaling is nie op stukwerk van toepassing nie. Daar word van elke werknemer vir wie lone in klousule 16 (1) (g) en (h) voorgeskryf word, vereis om sy eie gereedskap te verskaf wat veilig toegesluit kan word en waarin hy al sy gereedskap, uitgesonderd dié wat vanweë hul lengte, vorm of grootte nie normaalweg in sodanige gereedskapkiste gehou word nie, moet bewaar wanneer sodanige gereedskap nie gebruik word nie.

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

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

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

(b) *Klipmesselaars en klipkappers*.—(i) Skerpgemaakte gereedskap vir die bewerking van graniet of ander klip, vooraf gegiet klip of kunsgraniet;

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

(c) *Verwers en plakkers*.—Alle gereedskap met uitsondering van stop-verfmesse, stoffers, plakkwaste en skêre.

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

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

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

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

(iv) pypnygereedskap en skroewe;

(v) Spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepel;

(vii) soldeerboute en blaaslampe;

(viii) beitels, ponse en muurpenne wat langer as 22½ cm is;

(ix) vyle en ystersaaglemme;

(x) drewels met 'n diameter van meer as 5 cm;

(xi) klinknaelstelle van grootte No. 12 en groter en groefgereedskap;

(xii) plaatmetaalwerkershamer en swaar klophamers;

(xiii) ponse met 'n diameter van meer as 6 mm;

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

21. GEREEDSKAPFONDS

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

(b) Die Fonds bestaan uit—

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

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

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

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

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

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

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

(ii) Nasionale Spaarsertifikate;

(iii) Opspaarbankrekenings of -sertifikate;

(iv) spaarrekenings, permanente aandele of vaste deposito's in geregi-streerde bouverenigings of banke; of

(v) op enige ander manier wat die Registrateur goedkeur.

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

(g) The moneys of the Fund shall be acquired by means of a contribution by an employer of 2c per week in respect of each employee employed by such employer for whom wages are prescribed in clause 16 (1) (g) and (h).

(h) No payment in terms of paragraph (g) shall be made by an employer in respect of an employee who works less than 20 hours for him in any week.

(i) Where an employee is employed by two or more employers during the same week, the payment in terms of paragraph (g) for that week shall be made by the employer by whom such employee was first employed during that week for not less than 20 hours.

(j) The contribution referred to in paragraph (g) shall be paid by an employer to the Council, *mutatis mutandis* in the manner and in accordance with the procedure and conditions laid down in clause 28: Provided that the value of the stamp issued on each pay-day to each of the employees concerned in respect of the Fund shall be 2c.

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

(l) An employee, wishing to claim compensation from the Fund for tools lost by theft, shall lodge a written application with the Council in such manner as determined by the Council. No payment shall be made by the Fund unless an applicant has reported the theft of his tools to the police as soon as practicable or if an applicant fails to supply the Council with any relevant information which the Council may require.

(m) An employee wishing to claim compensation from the Fund for tools destroyed by fire, shall lodge a written application with the Council in such a manner as determined by the Council. No payment shall be made by the Fund unless the claim is accompanied by a statement by the employer giving details of the loss or destruction of the tools by fire and such other information as the Council may require.

(n) Payments from the Fund are at the absolute discretion of the Council, whose decision shall be final, and the Council shall not be obliged to give any reason for any decision: Provided that the payments from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R100 and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R400.

(2) (a) The provisions of clause 20 and subclause (1) of this clause relating to the loss of tools, other than the loss of tools by fire, shall not apply in respect of an employee unless tools placed in a lock-up for safe-keeping are stored in a tool box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools: Provided that the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size, or any other similar feature, shall be deemed to be in compliance with the requirements of this Agreement, and, in the event of such tools being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of this Agreement.

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

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

(i) payment shall not be in excess of 75 per cent of the proved amount thereof;

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

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

(d) A public accountant or public accountants whose remuneration shall be fixed by the Council, shall be appointed annually by the Council and shall audit the accounts of the Fund at least once annually and not later than 30 June in each year, and shall prepare a statement showing income received and expenditure incurred under all headings, during the 12 months ended 31 December preceding, together with a balance sheet showing the

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

(g) Die geld van die Fonds word verkry deur middel van 'n werkgewer se bydrae van 2c per week ten opsigte van elke werknemer wat by so 'n werkgewer in diens is en vir wie daar in klousule 16 (1) (g) en (h) lone voorgeskryf word.

(h) 'n Werkgewer mag geen bydrae ingevolge paragraaf (g) maak ten opsigte van 'n werknemer wat minder as 20 uur in 'n bepaalde week vir hom werk nie.

(i) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, moet die bydrae ingevolge paragraaf (g) vir daardie week betaal word deur die werkgewer by wie so 'n werknemer eerste gedurende dié week vir minstens 20 uur in diens was.

(j) Die bydrae in paragraaf (g) bedoel, moet deur 'n werkgewer aan die Raad betaal word, *mutatis mutandis* op die wyse en in ooreenstemming met die prosedure en voorwaardes voorgeskryf in klousule 28: Met dien verstande dat die waarde van die seël wat op elke betaaldag aan elkeen van die betrokke werknemers ten opsigte van die Fonds uitgereik word 2c moet wees.

(k) Behoudens subklousule (2) (c) hiervan, is die hoofdoelstellings van die Fonds om werknemers te vergoed vir die verlies van hul gereedskap as gevolg van diefstal uit toesluitplekke of brand: Met dien verstande dat, behoudens klousule 20, 'n werknemer ten opsigte van sodanige eis, ongeag die getal ambagsmanne wat betrokke is in iedere eis wat deur die Raad erken word, verantwoordelik is vir die eerste R6 of 'n kleiner bedrag indien die totale waarde van die eis soos deur die Raad erken, hoogstens R6 is: Voorts met dien verstande dat, indien 'n werknemer sy gereedskap verloor as gevolg van handeling en/of versuim van 'n werkgewer soos in klousule 20 (1) omskryf, die werkgewer van so 'n werknemer verantwoordelik is vir die totale bedrag van sodanige gereedskap wat weens diefstal verloor word.

(l) 'n Werknemer wat van die Fonds vergoeding wil eis vir gereedskap verloor deur diefstal moet 'n skriftelike aansoek by die Raad indien op dié wyse wat deur die Raad bepaal word. Geen uitbetaling word deur die Fonds gemaak nie, tensy 'n aansoeker die diefstal van sy gereedskap so gou doenlik by die polisie aangemeld het of indien 'n aansoeker nie die Raad alle inligting gee wat ter sake is en wat die Raad vereis nie.

(m) 'n Werknemer wat van die Fonds vergoeding wil eis vir gereedskap wat deur brand vernietig is, moet 'n skriftelike aansoek by die Raad indien op sodanige wyse as wat deur die Raad bepaal word. Geen uitbetaling word deur die Fonds gemaak nie, tensy die eis vergesel gaan van 'n verklaring deur die werkgewer waarin hy besonderhede gee van die verlies of vernietiging van die gereedskap deur brand en sodanige ander inligting as wat die Raad vereis.

(n) Die Raad beskik oor volstrekte diskresie in verband met uitbetalings uit die Fonds; sy beslissing is bindend en hy is nie verplig om redes vir 'n beslissing te verstrek nie: Met dien verstande dat uitbetalings uit die Fonds gestaak moet word sodra die bedrag in die krediet van die Fonds minder as R100 beloop en dat verdere uitbetalings nie hervat moet word nie totdat die bedrag in die krediet van die Fonds R400 beloop.

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

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

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

(i) uitbetaling hoogstens 75 persent van die bewese bedrag daarvan mag wees;

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

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

(d) 'n Openbare rekenmeester of openbare rekenmeesters wie se vergoeding deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en moet die rekeningstate van die Fonds minstens een maal per jaar auditeer, voor of op 30 Junie in elke jaar, en moet 'n staat opstel van inkomste ontvang en uitgawes onder alle hoofde aangegaan gedurende die 12 maande geëindig 31 Desember van die vorige jaar, asook 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Die

assets and liabilities of the Fund as at that date. The audited statement and the balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof duly certified by the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be transmitted to the Director-General of Manpower Utilisation, Pretoria, within eight months of the close of the period covered by such statement and balance sheet.

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

(f) In the event of the dissolution of the Council or in the event of its ceasing to function, during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee consisting of an equal number of representatives of employers and employees in the Industry for the purpose of administering the Fund. Any vacancies occurring on the committee may be filled by the Registrar from amongst employers or employees in the Industry, as the case may be. Where the committee is unable or unwilling to discharge its duties the Registrar may appoint a trustee or trustees to administer the Fund. The committee or trustees so appointed shall have the powers vested in the Council for the purposes of this clause. Unless within 12 months of its expiration the Agreement is declared effective for a further period or a new agreement is published providing for the continuation or transfer of the Fund, the Fund shall be liquidated and any unexpended amount disposed of in accordance with paragraph (g).

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

- (i) Two-thirds of such funds shall be paid to the employers' organisations who were parties to the Council at its dissolution;
- (ii) one-third of such funds shall be disposed of in terms of section 34 (4) (c) of the Act.

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

(1) (a) *Concreting*.—All concreting shall be carried out under the continuous supervision of a skilled employee who shall be paid a wage of not less than that prescribed in clause 16 (1) (h).

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

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

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

23. SCAFFOLDING AND PLANT

An employer shall ensure that all plant and all machinery and every part thereof is of good construction, of suitable and sound material and of adequate strength for the purpose for which it is used.

A. Supervision

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

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

- (a) the provisions of this clause are complied with;
- (b) all plant and machinery are maintained in good condition and properly used; and
- (c) all work is carried out in a safe manner and in accordance with the designs and specifications as approved by the appropriate authority.

B. General safety measures

(1) An employer shall cause—

- (a) all stairways, passageways, gangways, basements and other places where danger may exist through lack of natural light, to be adequately lit;
- (b) all stairways, passageways and gangways where practicable to be kept free from materials, waste or any other obstructions;

geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en kopieë waarvan, behoorlik gesertifiseer deur die ouditeur en medeonderteken deur die Voorsitter van die Raad, tesame met enige verslag wat die ouditeur daarvoor gedoen het, moet binne agt maande na die einde van die tydperk wat deur sodanige staat en balansstaat gedek word, aan die Direkteur-generaal van Mannekragbenutting, Pretoria, gestuur word.

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

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

(g) Indien die Fonds ingevolge hierdie Ooreenkoms gelikwider word, moet die geld wat in die krediet van die Fonds staan na betaling van alle eise teen die Fonds, insluitende administrasie- en likwidasielaste, ingevolge die Raad ten tyde van likwidasie bestaan in die algemene fondse van die Raad gestort word. Ingeval die Raad ten tyde van likwidasie nie bestaan nie, moet die onbestede fondse verdeel word in ooreenstemming met die volgende bepalinge:

- (i) Twee derdes van sodanige fondse moet uitbetaal word aan die werkgewersorganisasies wat by die ontbinding van die Raad partye by die Raad was;
- (ii) een derde van sodanige fondse moet ingevolge artikel 34 (4) (c) van die Wet aangewend word.

22. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

(1) (a) *Betonwerk*.—Alle betonwerk moet uitgevoer word onder die voortdurende toesig van 'n geskoolde werknemer aan wie 'n loon van minstens dié in klousule 16 (1) (h) voorgeskryf, betaal moet word.

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

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

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

23. STEIERWERK EN INSTALLASIES

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

A. Toesig

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

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

- (a) hierdie klousule nagekom word;
- (b) al die uitrusting en masjinerie in 'n goeie toestand gehou en behoorlik gebruik word; en
- (c) die werk op 'n veilige wyse verrig word en ooreenkomstig die ontwerpe en spesifikasies wat deur die toepaslike owerheid goedgekeur is.

B. Algemene veiligheidsmaatreëls

(1) 'n Werkgewer moet sorg dat—

- (a) alle trappe, gange, deurgange, kelderverdiepings en ander plekke waar daar weens gebrek aan natuurlike lig gevaar mag bestaan op 'n toereikende wyse verlig is;
- (b) alle trappe, gange en deurgange, waar doenlik, vry gehou word van materiaal, afval of ander hindernisse;

(c) all openings in floors, hatchways and stairways and any open sides of floors or buildings through or from which persons are liable to fall, to be adequately boarded over or to be fenced or enclosed with suitable rails or guards to a height of not less than 900 mm and not more than 1 100 mm from the ground or floor. Provided that such boarding or guarding may be omitted or removed for the time and to the extent necessary for the access of persons or the movement of materials;

(d) a suitable catch platform or net to be erected above an entrance or passageway or above a place where persons regularly work or pass, or the danger area to be adequately fenced off, if work is being performed above such entrance, passageway or place and there is a danger of persons being struck by falling material.

(2) No employer shall require or permit any person to, and no person shall, dispose of debris and material from an elevated position except by hoist or chute unless effective arrangements have been made to secure the safety of persons.

C. Work in elevated positions

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

D. Scaffold framework

(1) An employer shall cause—

(a) scaffold standards to be firmly supported and secured against displacement and to be kept vertical except in the case of putlog scaffolds which shall incline slightly towards the structure;

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

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

(iii) putlogs or transoms to be spaced not more than 1,5 m, 1,8 m and 2,4 m apart in the case of high, medium and low mass loads, respectively. (For the purposes of this subclause 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.

E. Scaffold platforms

(1) An employer shall cause—

(a) every scaffold platform which is constructed of timber to be of planks at least 228 mm wide by 38 mm thick;

(b) every plank which forms part of a scaffold platform to rest on at least three supports, except in the case of trestle scaffolds, and to project at least 150 mm at intermediate supports and not more than 230 mm at the end supports;

(c) every board of a scaffold platform to be securely fastened to prevent its displacement;

(d) every platform to be so boarded as to prevent materials and tools from falling through.

(2) An employer shall cause every working platform of a scaffold—

(a) to be not less than 912 mm wide, which shall include a clear and unobstructed passageway of not less than 456 mm: Provided that where a platform is used only as a gangway or where low mass loads as defined in subclause D (1) (b) are supported, a total platform width of 456 mm shall be sufficient;

(b) which is more than 2 m above the floor or ground to be provided with—

(i) substantial guard rails at least 900 mm and not more than 1 100 mm high on all sides of the platform except the side facing the structure;

(c) alle openings in vloere, luikgate en trappe en enige oop kante van vloere of geboue waardeur of waarvandaan persone waarskynlik kan val, op 'n doeltreffende wyse toegemaak is met beskotte of omhein of omsluit is met geskikte relings of skuite op 'n hoogte van minstens 900 mm en uiters 1 100 mm van die grond of vloer af: Met dien verstande dat sodanige beskot of skut van tyd tot tyd weggelaat of verwyder kan word en wel solank en in soverre dit nodig is om persone toegang te verleen of materiaal te vervoer;

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

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

C. Werk in posisies bokant die grond

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

D. Steierraamwerk

(1) 'n Werkgewer moet sorg—

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

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

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

(iii) dat 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 doel van hierdie subklousule beteken hoë-, medium- en laemassalaste, massalaste van onderskeidelik hoogstens 375, 250 en 125 kg/m²);

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

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

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

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

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

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

(3) Geen werkgewer mag vereis of toelaat—

(a) dat steierwerk waarvan die stuttraam van hout gemaak is, meer as 25 m hoog is nie;

(b) dat steierwerk deur of onder die persoonlike toesig van enigiemand anders as 'n bevoegde persoon opgerig, verander of afgebreek word nie.

E. Steierplatforms

(1) 'n Werkgewer moet sorg—

(a) dat elke steierplatform wat van hout gemaak is, bestaan uit planke wat minstens 228 mm wyd en 38 mm dik is;

(b) dat elke plank wat deel van 'n platform uitmaak, op minstens drie stutte rus, behalwe in die geval van boksteiers, en dat sodanige plank minstens 150 mm by die tussenstutte en hoogstens 230 mm by die eindstutte verbystee;

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

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

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

(a) minstens 912 mm wyd is, met 'n vry en onbelemmerde deurgang van minstens 456 mm: Met dien verstande dat, waar 'n platform alleenlik as 'n deurgang gebruik word of waar laemassalaste soos in subklousule D (1) (b) omskryf, ondersteun word, 'n totale platformwydte van 456 mm voldoende is;

(b) wat meer as 2 m bokant die vloer of grond is, voorsien is van—

(i) sterk skutrelings wat aan al die kante van die platform, uitgesonderd die kant van die bouwerk, minstens 900 mm en uiters 1 100 mm hoog is;

(ii) toe-boards on all sides of the platform, except the side facing the structure, which shall be not less than 150 mm high from the level of the platform and in the case of wood not less than 25 mm thick so affixed that no open space exists between the toe-board and the platform;

(c) to be so arranged that the gap between the platform and structure does not exceed 75 mm: Provided that where workmen are required to sit whilst working, this distance may be increased to not more than 300 mm;

(d) to be kept free of waste, projecting nails or any other obstruction and to be maintained in a non-slippery state.

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

(4) An employer shall cause an additional guard rail to be provided at a height of 900 mm above every working platform which is supported on a scaffold platform.

(5) An employer shall cause convenient and safe access to be provided to every scaffold platform. Where such access is by means of ladders, the ladders shall be firmly supported at the base, shall extend to at least 900 mm beyond the platform at the top and shall be firmly secured.

(6) The provisions of this subclause shall also apply to any working platform from which building, demolition or excavation work is being performed.

F. Ramps

(1) No employer shall require or permit a ramp to be installed or used, the slope of which exceeds one vertical to 1½ horizontal.

(2) An employer shall cause every ramp—

(a) the slope of which renders additional foothold necessary and in every case where the slope is more than one vertical to four horizontal, to be provided with proper stepping laths which shall—

(i) be placed at suitable intervals; and

(ii) extend the full width of the ramp, except that they may be interrupted over a width of not more than 230 mm to facilitate the movement of barrows;

(b) which is more than 2 m high to be provided on both sides with hand rails and toe-boards to comply in all respects with the provisions of subclause E (2) (b) (i) and (ii).

G. Suspended scaffolds

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

(1) outriggers are—

(a) of steel, and have a factor of safety of not less than four;

(b) properly supported, suitably spaced and securely anchored other than by weight, at the inner end: Provided that in the case of outriggers anchored by means of weights the arrangement thereof shall be approved by an inspector;

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

(2) the working platform is suspended by at least two independent steel wire ropes the factor of safety of which is not less than 10 based on the maximum load which each rope is required to support;

(3) lifting machines or lifting tackle are so constructed and maintained as to prevent accidental movement of the working platform and so situated that they are readily accessible for inspection and that the rope connections to the outriggers are vertically above the working platform attachments;

(4) the working platform is—

(a) not less than 456 mm and not more than 912 mm wide for light suspended scaffolds and not less than 912 mm wide for heavy suspended scaffolds;

(b) so suspended as to be as close as practicable to the structure on which work is being performed and secured at every working position to prevent relative horizontal movement between the platform and the structure;

(c) provided with substantial guard rails at least 900 mm and not more than 1 100 mm above and on all sides of the platform except the side facing the structure: Provided that in the case of a light suspended scaffold, guard rails, which may be not less than 750 mm high, shall be provided on all sides of the platform;

(ii) stootstukke aan al die kante van die platform, uitgesonderd die kant van die bouwerk, wat minstens 150 mm hoog van die vlak van die platform af moet wees en indien van hout gemaak, minstens 25 mm dik moet wees, en sodanige stootstuk moet so aangebring word dat daar geen oop ruimte tussen die stootstuk en die platform is nie;

(c) so aangebring is dat die opening tussen die platform en die bouwerk hoogstens 75 mm wyd is: Met dien verstande dat, waar daar van werklui 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 laar aanbring op 'n hoogte van 900 mm bokant elke werkplatform wat deur 'n steierplatform gestut word.

(5) 'n Werkgewer moet sorg dat daar gerieflike en veilige toegange tot elke steierplatform verskaf word. Waar sodanige toegang deur middel van lere verskaf word, moet die lere stewig by die voetstuk gestut word, minstens 900 mm bokant die platform verbystek en stewig vasgemaak word.

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

F. Oploep

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

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

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

(i) met geskikte tussenruimtes aangebring word; en

(ii) oor die hele wydte van die oploep strek, behalwe dat hulle oor 'n wydte van hoogstens 230 mm onderbreek mag word ten einde die beweging van kruiswens te vergemaklik;

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

G. Hangsteiers

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

(1) die kraanbalke—

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

(b) by die binnepunt behoorlik gestut, op 'n geskikte wyse gespasieer en stewig geanker is op 'n ander manier as deur middel van gewigte: Met dien verstande dat in die geval van kraanbalke wat deur gewigte geanker is, die inrigting daarvan deur 'n inspekteur goedgekeur moet word;

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

(2) die werkplatform aan ten minste twee onafhanklike staaldraadtoue hang waarvan die veiligheidsfaktor, gebaseer op die maksimum wag wat van elke tou vereis word om te dra, minstens 10 is;

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

(4) die werkplatform—

(a) minstens 456 mm en uiters 912 mm in die geval van ligte hangsteiers en minstens 912 mm in die geval van swaar hangsteiers wyd is;

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

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

(d) provided on all sides with toe-boards which shall be not less than 150 mm high from the level of the platform and in the case of wood not less than 25 mm thick and which shall be so installed that no open space exists between the toe-board and the platform: Provided that in the case of heavy suspended scaffolds the toe-boards facing the structure may be not less than 50 mm high from the level of the platform.

H. Boatwain's chair

An employer shall cause every boatwain's chair or similar appliance to be securely suspended and to be of such construction as to prevent any occupant from falling therefrom.

I. Cantilever and jib scaffolds

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

- (a) the outriggers are of steel and have a factor of safety of not less than four;
- (b) it complies with the provisions of subclause E of this clause.

J. Trestle scaffolds

No employer shall require or permit a trestle scaffold to be used which is more than 3 m high or which is constructed in more than two tiers.

K. Roof work

An employer shall provide, and cause to be used, suitable roof ladders or duck or crawling boards for persons required to work on any roof having a pitch of more than 34 degrees or on any roof which is covered or is to be covered with material through which a person is liable to fall: Provided that suitable safety belts with an adequate length of rope attached to the structure may be used in place of roof ladders, duck or crawling boards on pitched roofs covered with non-fragile material.

L. Demolition work

(1) No employer shall require or permit demolition work or work incidental thereto to be carried out unless such work is done by or under the constant personal supervision of a responsible person who has had at least two years' practical experience in the demolition of structures and who has been appointed specifically for that purpose. Joint general charge of demolition work shall in no case be exercised by two or more persons.

(2) The responsible person shall ensure that—

- (a) all electric, water, gas or other supply lines have been effectively disconnected from the source of supply before demolition work is commenced;
- (b) no floor, roof or other part of the structure is so overloaded with debris or material as to render it unsafe;
- (c) all practicable precautions are taken to avoid danger from collapse of the structure when any part of the framing of a framed or partly framed building is removed or when cutting reinforced concrete;
- (d) precautions are taken by adequate shoring or by such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure.

M. Builder's hoists

(1) An employer shall cause the tower of every builder's hoist—

- (a) to be secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for over-travel;
- (b) to be enclosed on all sides at the bottom, and at all floors where persons are liable to be struck by moving parts of the hoist, except on the side or sides giving access to the conveyance, with walls or other effective means, to a height of at least 2 100 mm from the ground or floor level;
- (c) to be provided with a door or gate at least 1 800 mm high at each landing, and such door or gate shall be kept closed except when the conveyance is at rest at that landing.

(2) An employer shall ensure that—

- (a) the conveyance and counterweight, if any, of every builder's hoist is guided throughout its travel by rigid guides;
- (b) no suspension rope is used unless it is constructed of steel wire of good quality and manufacture and has a factor of safety of not less than six based on the maximum load it is required to support;
- (c) each suspension rope is free of joints and secured to the conveyance by splicing or suitable rope clamps or other means approved by an inspector;

(d) aan al die kante voorsien is van stootstukke wat minstens 150 mm hoog van die vlak van die platform af moet wees en indien van hout gemaak, minstens 25 mm dik moet wees en so aangebring moet word dat daar geen oop ruimte tussen die stootstuk en die platform is nie: Met dien verstande dat, in die geval van swaar hangsteiers, die stootstukke aan die kant van die bouwerk minstens 50 mm hoog van die vlak van die platform af moet wees.

H. Bootsmanstoel

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

I. Vrydraer- en kraanarmsteiers

Geen werkgewer mag vereis of toelaat dat 'n vrydraer- of kraanarmsteier gebruik word nie tensy—

- (a) die kraanbalke van staal is en 'n veiligheidsfaktor van minstens vier het;
- (b) dit aan subklousule E van hierdie klousule voldoen.

J. Boksteiers

Geen werkgewer mag vereis of toelaat dat 'n boksteier wat hoër as 3 m is of wat so gebou is dat dit uit meer as twee rye bestaan, gebruik word nie.

K. Dakwerk

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

L. Sloopwerk

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

(2) Die verantwoordelike persoon moet verseker dat—

- (a) alle elektrisiteits-, water-, gas- of ander toevoerleidings op doeltreffende wyse van die toevoerbron afgesluit is voordat daar met die slopsingswerk begin word;
- (b) geen vloer, dak of ander deel van die bouwerk só met puin of materiaal oorlaai word dat dit onveilig is nie;
- (c) alle praktiese voorsorgmaatreëls getref is 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) voorsorgmaatreëls getref word deur middel van skoring of dié ander metodes wat nodig mag wees ten einde te voorkom dat 'n deel van die bouwerk of 'n aangrensende bouwerk per ongeluk intuiemal.

M. Bouhysers

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

- (a) aan die bouwerk vasgemaak of verspan is met staalankertoue en dat dit soveel hoër as die hoogste uitreplek is dat daar 'n onversperde en onbelemmerde ruimte van minstens 900 mm is vir 'n bak wat te hoog opgehef word;
- (b) aan die onderpunt en op elke verdieping waar persone deur bewegende dele van die hyser getref kan word, behalwe aan die kant of kante wat toeging 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 uitreplek, en sodanige deur of hek moet toegehou word behalwe wanneer die hyser op daardie uitreplek stilstaan.

(2) 'n Werkgewer moet verseker dat—

- (a) die bak en die teengewig, as daar 'n teengewig is, van elke bouhyser oor die hele beweegafstand daarvan gelei word deur onbuigbare leiers;
- (b) geen hangtou gebruik word nie tensy dit bestaan uit staaldraad van 'n goeie gehalte en fabrikaat en 'n veiligheidsfaktor van minstens ses het wat gebaseer is op die maksimum wag wat dit sal moet dra;
- (c) elke hangtou sonder lasse is en dat dit aan die bak vasgemaak is deur middel van 'n splitslas of geskikte touklemme of op 'n ander manier wat deur 'n inspekteur goedgekeur is;

(d) the suspension rope is securely attached to the drum and that at least two turns of rope remain on the drum at all times;

(e) the winding drum is provided with flanges to prevent the rope from slipping off and that the diameter of such drum, as well as any deflector pulley or sheave, is not less than 350 times the diameter of the largest outer wire in the rope;

(f) the hoist is provided with—

(i) an efficient brake by means of which the load can be effectively controlled;

(ii) an effective device on the operating lever so arranged as to prevent accidental movement of the lever;

(g) effective arrangements are made for clear signals for the operation of the hoist to be given from each landing at which the hoist is being used;

(h) the conveyance is so constructed as to prevent material from falling out.

(3) No employer shall require or permit and no person shall cause trucks, barrows or material to be conveyed on or in the conveyance unless such trucks, barrows or material are so secured or contained that displacement cannot take place during conveyance.

(4) No employer shall require or permit any person to and no person shall ride on a builder's hoist.

(5) An employer shall cause every builder's hoist to be inspected at least once every week by a person who has had at least one year's experience in the erection and maintenance of builder's hoist or similar work and who shall examine the entire hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices and who shall enter and sign the result of each such inspection in a record book which shall be kept for that purpose and which shall be retained by the builder for inspection by an inspector at any time. If as a result of any examination any weakness or defect is found, such weakness or defect shall be reported immediately to the builder and the hoist shall not be used until such weakness or defect has been rectified.

N. Excavations

(1) An employer shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares or whereby the safety of persons may be endangered to be—

(a) adequately protected by a barrier or fence at least 600 mm high and as close to the excavation as practicable;

(b) provided with red warning lights at night.

(2) No employer shall, except for the purpose of erecting, shoring or bracing, require or permit any person to, and no person shall, work in an excavation under unsupported overhanging material or in an excavation which is more than 1,5 m deep and which has not been adequately shored and braced: Provided 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 paragraph "solid rock" shall mean homogeneous rock, free from dividing planes or fractures which under any circumstances may promote overlying material forming the sides of the excavation to move into the excavation.

(3) An employer shall cause all shoring and bracing to be supported by cross-braces of adequate strength, cleated and wedged into position or secured by other suitable means. Where the width of the excavation is such that cross-bracing is not possible, supporting braces shall bear against footings so arranged as to prevent the braces from kicking out.

(4) An employer shall ensure that the shoring and bracing are 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 are prevented from falling into the excavation.

(6) An employer shall cause convenient and safe means of access to be provided to every excavation in which persons are required to work and which is more than 1,5 m deep: Provided that where an excavation is longer than 50 m a safe means of access shall be provided at intervals of not more than 50 m.

(7) An employer shall ascertain as far as practicable the location and nature of underground services likely to be affected by the excavation and take such steps as may be necessary to prevent danger to persons.

(8) Where the stability of a structure is likely to be affected by an excavation, adequate steps shall be taken to ensure the stability of the structure and every employer shall take such steps as are necessary to ensure the safety of persons.

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

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

(f) die hyser voorsien is van—

(i) 'n doeltreffende rem deur middel waarvan die vrag op 'n doeltreffende wyse beheer kan word;

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

(g) doeltreffende reëlins getref word waarvolgens duidelike tekens vir die werking van die hyser gegee kan word van elke uittreplek af waar die hyser gebruik word;

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

(3) Geen werkgewer mag vereis of toelaat dat stootwaens, kruiswaens of materiaal op of in die bak vervoer word nie—en niemand mag dit ook laat doen nie—tensy sodanige stootwaens, kruiswaens 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 bouhyssers of soortgelyke werk het, en sodanige persoon moet die hele hyser, met inbegrip van die leiers, toue en die aansluitings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheidsstoestelle, ondersoek en die uitslag van elke sodanige inspeksie inskryf en onderteken in 'n verslagboek wat vir hierdie doel gehou moet word en wat deur die bouer bewaar moet word ter insae, te eniger tyd, deur 'n inspekteur. Indien daar as gevolg van 'n ondersoek 'n swakheid of defek gevind word, moet sodanige swakheid of defek onmiddellik aan die bouer gerapporteer word, en die hyser mag nie gebruik word nie voordat sodanige swakheid of defek verhelp of herstel is.

N. Uitgrawings

(1) 'n Werkgewer moet elke uitgrawing 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 uitgrawing as doenlik is;

(b) snags laat voorsien van rooi waarskuwingsligte.

(2) Geen werkgewer mag, behalwe vir die doel van oprigtings-, skorings- of verspanningswerk, van enigiemand vereis of hom toelaat om werk te verrig in 'n uitgrawing onder oorhangende materiaal wat nie ondersteun is nie of in 'n uitgrawing wat dieper as 1,5 m is en nie op 'n doeltreffende wyse geskoor of verspan is nie—en niemand mag dit ook doen nie: Met dien verstande dat skoring en verspanning nie nodig is nie waar die kante van die uitgrawing 'n skuinste het wat minstens gelyk is aan die natuurlike rushoek van die grond, relatief tot die horisontale vlak gemeet, of waar sodanige uitgrawing in soliede rots is.

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

(3) 'n Werkgewer moet sorg dat alle skorings en verspannings gestut word deur kruisverspanstukke wat sterk genoeg is en in die regte posisie vasgeklamp, gekeel of op 'n ander geskikte manier vasgesit is. Waar die uitgrawing 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 skoring en verspanning sterk genoeg is om al die uitgegraafde of ander materiaal, uitrusting of ander vragte te kan stut.

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

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

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

(8) Waar die stabiliteit van 'n bouwerk waarskynlik deur 'n uitgrawing 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) An employer shall cause every excavation which is more than 1,5 m deep, including all bracing and shoring, to be inspected by a person who is competent to do so, at least once in every shift and before the commencement of work after rain, to ensure the safety of persons.

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

O

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

P

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

Q

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

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

R. Protective clothing and appliances

An employer shall provide free of charge and maintain in good condition adequate protective clothing, appliances and material including, where necessary, safety belts, safety helmets, goggles, gloves or footwear, to any person who is exposed to the danger of falling, or to danger from falling or flying objects, or who is exposed to wet or dusty work which may be injurious to health, or to any person where required by an inspector.

For the purposes of this clause, "inspector" means an inspector appointed or deemed to have been appointed in terms of section 4 of the Factories, Machinery and Building Work Act, Act 22 of 1941.

24. INCLEMENT WEATHER, SHELTER AND ABLUTION FACILITIES

(1) *Inclement weather allowance.*—In addition to any other remuneration payable in terms of this Agreement an employer shall pay to each of his employees for whom wages are prescribed in clause 16 (1) (a), (b), (c), (d) and (e) an allowance of 1c per hour, and to those for whom wages are prescribed in clause 16 (1) (g) and (h) an allowance of 2c per hour in cash in respect of ordinary time worked, such allowance to be deemed to be an inclement weather allowance: Provided that such allowance shall be payable for not more than 40 hours in any one week.

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

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

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

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

25. SANITARY ACCOMMODATION

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

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

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

26. REFRESHMENTS

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

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

(9) 'n Werkgewer moet 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, ten einde die veiligheid van persone te verseker.

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

O

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

P

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

Q

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

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

R. Beskermende klere en toestelle

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

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

24. GURE WEER, NATWEERSKUILING EN WASGERIEWE

(1) *Toelae vir gure weer.*—Bykomend tot enige ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer aan elkeen van sy werknemers vir wie lone voorgeskryf word in klousule 16 (1) (a), (b), (c), (d) en (e) 'n toelae van 1c per uur, en aan dié vir wie lone voorgeskryf word in klousule 16 (1) (g) en (h) 'n toelae van 2c per uur in kontant betaal ten opsigte van gewone tyd gewerk, en sodanige toelae word geag 'n toelae vir gure weer te wees: Met dien verstande dat sodanige toelae betaal moet word vir hoogstens 40 uur in 'n bepaalde week.

(2) *Skulping teen nat weer en kleedkamer.*—Op elke terrein waar bouwerk saamhede plaasvind, moet werkgewers geskikte onderdak verskaf—

- (a) om as skulping vir werknemers gedurende nat weer te dien; en/of
- (b) om as 'n kleedkamer te dien:

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

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

25. SANITÊRE GERIEWE

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

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

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

26. VERVERSINGS

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

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

27. TRADE UNION OFFICIALS AND SHOP AND JOB STEWARDS

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

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

28. EXPENSES OF THE COUNCIL

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

(a) deduct 5c per week from the wages of each of his employees for whom wages are prescribed in clause 16 (1) (g) and (h);

(b) deduct 1c per week from the wages of each of his employees for whom wages are prescribed in clause 16 (1) (a), (b), (c), (d), (e), (f) and (i), and to the amounts so deducted the employer shall add an equal amount. The employer shall pay over the amounts so deducted to the Council in the manner prescribed in subclause (2): Provided that the provisions of paragraphs (a) and (b) shall not apply in respect of an employee who has worked for less than 20 hours in any one week and where an employee has been employed by two or more employers in any one week, the deduction for that week shall be made by the employer by whom such employee was first employed during that week for not less than 20 hours.

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

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

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

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

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

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

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

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

29. HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

(1) (a) *Holiday Fund*.—In addition to any other remuneration payable in terms of this Agreement, an employer shall contribute to the Fund on behalf of each member of the undermentioned classes of employees in respect of each week in which 20 or more hours have been worked by such employee the contribution specified hereunder which shall cover payment in respect of the annual leave period mentioned in clause 15 (1) (a) as well as the public holidays referred to in clause 15 (1) (b):

27. VAKVERENIGINGBEAMPTES EN WERKWINKELVERTEENWOORDIGERS

(1) Lede van die vakverenigings op elke werkplek waar daar 20 of meer werknemers in diens is vir wie lone in kousule 16 (1) (g) en (h) voorgeskryf word, moet toegelaat word om vir sodanige werkplek werkwinkelverteenvoordigers aan te stel, en daar moet aan die organiseerders van vakverenigings fasiliteite verleen word om toegang te hê tot sodanige werkwinkelverteenvoordigers, op voorwaarde dat die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger verkry word, en sodanige toestemming mag nie sonder redelike gronde geweier word nie.

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

28. UITGAWES VAN DIE RAAD

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

(a) vyf sent per week aftrek van die loon van elkeen van sy werknemers vir wie lone in kousule 16 (1) (g) en (h) voorgeskryf word;

(b) een sent per week aftrek van die loon van elkeen van sy werknemers vir wie lone in kousule 16 (1) (a), (b), (c), (d), (e), (f) en (i) voorgeskryf word;

en by die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is. Die werkgewer moet die bedrae aldus afgetrek aan die Raad oorbetal op die wyse voorgeskryf in subkousule (2): Met dien verstande dat paragrawe (a) en (b) nie van toepassing is ten opsigte van 'n werknemer wat minder as 20 uur in 'n bepaalde week gewerk het nie en waar 'n werknemer in die diens van twee of meer werkgewers in 'n bepaalde week was, moet die aftrekking vir daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens 20 uur in diens was.

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

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

(b) in subkousule (1) (b) bedoel 'n seël ter waarde van 2c;

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

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

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

(5) Die Raad kan na goedvinde die seëls en bydraeboeke in hierdie kousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitreik ten opsigte van ander fondse waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

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

29. VAKANSIEFONDS, VERLOFBETALING EN STABILISASIEFONDS

(1) (a) *Vakansiefonds*.—Benewens ander beseiddiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer aan die fonds nommers elke lid van ondergenoemde klasse werknemers ten opsigte van elke week waarin 20 uur of langer deur sodanige werknemer gewerk is die bydrae hieronder gespesifiseer, betaal, wat voorsiening maak vir betaling ten opsigte van die jaarlikse verloftydperk in kousule 15 (1) (a) bedoel sowel as die openbare vakansiedae in kousule 15 (1) (b) bedoel:

Class of employee	Contribution per week from:			
	Date of coming into operation of this Agreement	1/11/80	1/11/81	1/11/82
Employees for whom wages are prescribed in—	R	R	R	R
(i) clause 16 (1) (a), (b), [(e) (i)] and (i)	2,80	3,20	3,60	4,00
(ii) clause 16 (1) (c), [(d) (ii)], [(e) (ii), (iii) and (iv)] and (f)	3,60	4,00	4,40	4,80
(iii) clause 16 (1) (d) (i) and [(e) (v), (vi) and (vii)]	4,80	5,20	5,60	6,00
(iv) clause 16 (1) (g) and (h)	7,20	7,60	8,40	9,60

Every employer shall on each pay-day pay such contribution to the Council each week.

Klas werknemer	Bydrae per week vanaf:			
	Datum van inwerking-treding van hierdie Ooreenkoms	1/11/80	1/11/81	1/11/82
Werknemers vir wie lone voorgeskryf is in—	R	R	R	R
(i) Klousule 16 (1) (a), (b), [(e) (i)] en (i).....	2,80	3,20	3,60	4,00
(ii) Klousule 16 (1) (c), [(d) (ii)], [(e) (ii), (iii) en (iv)] en (f).....	3,60	4,00	4,40	4,80
(iii) Klousule 16 (1) (d) (i) en [(e) (v), (vi) en (vii)].....	4,80	5,20	5,60	6,00
(iv) Klousule 16 (1) (g) en (h).....	7,70	7,60	8,40	9,60

Elke werkgever moet elke week op elke betaaldag sodanige bydrae aan die Raad betaal.

(b) *Stabilisation Fund*.—In addition to the Holiday Fund contribution payable in terms of paragraph (a) and any other remuneration, an employer shall contribute on behalf of each of his employees who have worked 20 or more hours in a week and for whom wages are prescribed in clause 16 (1) (g) and (h), an amount of R2,80 per week, which shall cover his contribution to the Stabilisation Fund referred to in subclause (4).

(2) The contributions referred to in subclause (1) shall be payable irrespective of whether such time was worked at ordinary or overtime rates.

(3) Where an employee has been employed by two or more employers during the same week the contribution for that week shall be made by the employer by whom he was first employed that week for not less than 20 hours.

(4) (a) The contribution referred to in subclause (1) (b) shall be credited to the employee in a fund (hereinafter referred to as the "Stabilisation Fund").

(b) The Stabilisation Fund shall be administered by the Council and the Council may recover the cost of such administration from moneys accruing by way of interest on the investments of the Fund. The Council shall, at a date to be determined by the Council each year, pay to the employee, together with any moneys due to him from the Holiday Fund, any moneys standing to his credit in the Stabilisation Fund, less amounts deducted, if any, in terms of paragraphs (c) and (d).

(c) The Council shall be entitled to deduct from the amount standing to the credit of any employee in the Stabilisation Fund, the amount in respect of trade union subscriptions outstanding for the current year and owing by such employee who is a member of any of the trade unions which are parties to this Agreement, and the amounts so deducted shall be paid over by the Council to the Trade Union concerned.

(d) The Council shall be entitled to deduct any amount from the amount standing to the credit of any employee in the Stabilisation Fund any amount owing by such employee to the Building Industry Medical Aid Fund as at the date of payment determined by the Council in terms of paragraph (b): Provided that any such deduction shall be limited to that portion of any claim for which the employee is liable in terms of the rules of the Medical Aid Fund.

(5) An employer shall on each pay-day issue to each employee for whom a contribution has been made in terms of subclause (1) one stamp legibly cancelled by him with his name and the date of issue, to the value of the amount so made.

(6) (a) The stamps issued to each employee in terms of subclause (5) shall be immediately affixed by such employee in a contribution book which shall be obtained from the Secretary of the Council and retained by the employee.

(b) Only contribution books issued by the Council will be recognized and all contribution books shall remain the property of the Council.

(c) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation and bearing his usual signature.

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

(7) The stamps referred to in subclause (5) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council for the value of any unused stamps. Application for such refund shall be made on or before 30 June in the year following that in which the stamps were issued.

(8) Immediately after the last pay-day in October in each year, employees shall deposit their contribution books at the office of the Council and shall be issued with a receipt therefor and on production of such receipt on a date to be determined by the Council each year shall be paid the amount standing to their credit in the Holiday and Stabilisation Funds.

(9) No payment shall be made by the Council in respect of any stamps issued to employees in terms of subclause (5) of this clause, unless such stamps are affixed in a contribution book obtained from the Council.

(b) *Stabilisasiefonds*.—Benewens die Vakansiefondsbydrae betaalbaar ingevolge paragraaf (a) en enige ander besoldiging, moet 'n werkgever namens elkeen van sy werknemers wat 20 uur of langer in 'n week gewerk het en vir wie lone in klousule 16 (1) (g) en (h), voorgeskryf word 'n bedrag van R2,80 per week betaal wat voorsiening maak vir sy bydrae tot die Stabilisasiefonds in subklousule (4) bedoel.

(2) Die bydraes in subklousule (1) bedoel, is betaalbaar, ongeag of sodanige tyd teen gewone of oortydskale gewerk was.

(3) Wanneer 'n werknemer by twee of meer werkgevers gedurende dieselfde week in diens was, moet die bydrae vir daardie week gedoen word deur die werkgever by wie hy die eerste gedurende daardie week vir minstens 20 uur in diens was.

(4) (a) Die werknemer moet met die bydrae van R2,80 in subklousule (1) (b) bedoel, gekrediteer word in 'n fonds (hierna die "Stabilisasiefonds" genoem).

(b) Die Stabilisasiefonds word deur die Raad geadminestreer en die Raad kan die koste van sodanige administrasie verhaal uit geld wat aan die Stabilisasiefonds as rente op beleggings toeval. Op 'n datum wat elke jaar deur die Raad bepaal word, moet die Raad tesame met enige geld deur die Vakansiefonds aan die werknemer verskuldig, enige geld in sy krediet in die Stabilisasiefonds min enige bedrae, as daar is, wat ingevolge paragrawe (c) en (d) afgetrek word, aan die werknemer betaal.

(c) Die Raad is daarop geregtig om enige bedrag ten opsigte van vakverenigingsgedeelte wat vir die lopende jaar uitstaande is en wat verskuldig is deur 'n werknemer wat lid is van een van die vakverenigings wat partye by hierdie Ooreenkoms is van die bedrag in sodanige werknemer se krediet in die Stabilisasiefonds af te trek, en die bedrae aldus afgetrek, moet deur die Raad aan die betrokke vakvereniging oorbetal word.

(d) Die Raad is daarop geregtig om die bedrag wat sodanige werknemer aan die Mediese Hulpfonds van die Bounywerheid verskuldig is op die betaaldatum soos ingevolge paragraaf (b) deur die Raad bepaal, van die bedrag in sodanige werknemer se krediet in die Stabilisasiefonds af te trek: Met dien verstande dat enige sodanige afrekening beperk moet wees tot daardie gedeelte van enige eis waarvoor die werknemer ingevolge die reëls van die Mediese Hulpfonds aanspreeklik is.

(5) 'n Werkgever moet op elke betaaldag aan elke werknemer namens wie 'n bydrae ingevolge subklousule (1) gemaak is, een seël uitreik ter waarde van die bedrag aldus bygedra en wat op 'n leesbare wyse deur hom met sy naam en die datum van uitreiking gerokeer is.

(6) (a) Elke werknemer moet die seëls wat ooreenkomstig subklousule (5) aan hom uitgereik is, onmiddellik in 'n bydraeboek plak wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

(b) Slegs bydraeboeke wat deur die Raad uitgereik is, word erken en alle bydraeboeke bly die eiendom van die Raad.

(c) Die werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die werknemer moet dit invul deur sy volle naam en adres en beroep daarop in te skryf en dit met sy gewone handtekening te onderteken.

(d) Die Raad kan na goedvinde seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van ander fondse waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

(7) Die seëls in subklousule (5) bedoel, moet deur die werkgever van die Raad aangekoop word en hy moet te alle tye 'n toereikende reservewoorraad daarvan hê: Met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van alle ongebruikte seëls van die Raad kan verkry. Aansoek om sodanige terugbetaling moet gedoen word voor of op 30 Junie van die jaar wat volg op dié waarin die seëls uitgereik is.

(8) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet werknemers hul bydraeboeke by die kantoor van die Raad inlewer en moet hulle 'n ontvangsbewys daarvoor kry, en by die oorhandiging van sodanige ontvangsbewys op 'n datum wat elke jaar deur die Raad vasgestel moet word, moet die bedrag wat in sodanige Vakansiefonds en Stabilisasiefonds in hul krediet staan, aan hulle betaal word.

(9) Die Raad betaal geen bedrae uit nie ten opsigte van seëls wat aan werknemers ingevolge subklousule (5) van hierdie klousule uitgereik is, tensy sodanige seëls in 'n bydraeboek geplak is wat van die Raad verkry is.

(10) If an employee should fail or omit to claim the value of the stamps issued to him in terms of subclause (5) within a period of six calendar months from the date of commencement of the holiday period, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period of six calendar months and may without legal liability, authorise at any time the payment of such claims from moneys which have accrued to the Council in terms of this subclause, on production of such stamps.

(11) No payment shall be made from the Holiday and Stabilisation Funds in respect of—

(a) stamps which have erasures or alterations or have been mutilated or destroyed: Provided that the Council shall have the right to authorise payments in its discretion;

(b) stamps tendered for payment after tendering of the contribution book in respect of the relevant year. Such stamps, for purposes of payment, shall be deemed to have been issued during the year following;

(c) stamps tendered before the annual holiday period, subject to the provisions of subclause (12): Provided that the Council may authorise the Secretary to make payment to any employee for any good reason determined by the Council; and

(d) stamps issued in terms of subclause (5) and lodged with the Council by any person other than the employee whose name has been recorded by the Council on the contribution book in which such stamps are contained.

(12) Upon the death of an employee and subject to the remaining provisions of this subclause, the amount due to him from the Holiday and Stabilisation Funds shall be paid to his duly appointed nominee (hereinafter styled "the beneficiary").

In the event, however, of—

(a) no beneficiary having been nominated by such deceased employee; or

(b) the beneficiary having pre-deceased the deceased employee; or

(c) the beneficiary failing to claim payment within six months from the date of the death of such deceased employee;

the amount due to the deceased employee by the Holiday and Stabilisation Funds shall be paid into the estate of such deceased employee.

(13) All amounts held by the Council to the credit of the Holiday and Stabilisation Funds may be invested from time to time on fixed deposit or on call with a bank, building society or registered deposit receiving institution approved by the Registrar, or in permanent shares in a building society. No employee shall have any claim in respect of interest accruing to the Holiday and Stabilisation Funds, neither shall he be responsible for any contribution towards the expenses of administering the said Funds.

(14) Subject to the provisions of subclause (12), the amount credited to an employee in the Holiday and Stabilisation Funds shall not be transferable and any employee who assigns, transfers, cedes, pledges, hypothecates and/or lends any contribution book issued by the Council and/or any stamps issued in terms of subclause (5) shall forthwith cease to be entitled to the value of any such stamps which shall be forfeited to the general funds of the Council.

(15) No stamps shall be issued to an employee otherwise than in accordance with this clause, and no employee shall be entitled to payment from the Holiday and Stabilisation Funds of any amount in excess of 49 weekly contributions in respect of any single year ending on the last pay-day in October of that year.

(16) The Council shall cause full and true accounts of the Holiday and Stabilisation Funds to be kept and shall cause to be prepared annual accounts for the period ending on 31 December of each year of all the revenue and expenditure of the Holiday and Stabilisation Funds and statements showing their assets and liabilities. Every such account and statement shall be certified by the auditor/s of the Council who shall be a public accountant/s and shall be countersigned by the Chairman of the Council, and shall within eight months after the close of the period covered by it, be transmitted to the Director-General of Manpower Utilisation, together with any report made thereon by the said auditor/s. Copies of the annual accounts and balance sheets shall be available for inspection by members of the Holiday and Stabilisation Funds.

(17) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Holiday and Stabilisation Funds shall continue to be administered by the Council until they are either liquidated or transferred by the Council to any other fund or funds constituted for the same purpose as that for which the original funds were created.

(10) Indien 'n werknemer sou nalaat of versuim om binne 'n tydperk van ses kalendermaande vanaf die datum waarop die vakansietydperk begin, die waarde te eis, van die seëls wat ingevolge subklousule (5) aan hom uitgereik is, verbeur by die waarde daarvan en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling wat na genoemde tydperk van ses kalendermaande ingedien word, oorweeg, en kan (sonder wetlike aanspreeklikheid) te eniger tyd magtiging verleen dat sodanige eise by die voorlegging van sodanige seëls betaal word uit geld wat ooreenkomstig hierdie subklousule aan die Raad toegeval het.

(11) Geen betaling van bedrae uit die Vakansiefonds en die Stabilisasiefonds moet gemaak word nie ten opsigte van—

(a) seëls wat uitgewis is of waarop veranderings voorkom of wat beskadig of vernietig is: Met dien verstande dat die Raad oor die bevoegdheid beskik om na goedvinde magtiging vir die uitbetaling van bedrae te verleen;

(b) seëls wat vir uitbetaling ingedien word nadat die bydraeboek ten opsigte van die betrokke jaar ingedien is. Vir doeleindes van uitbetaling word sodanige seëls geag gedurende die volgende jaar uitgereik te wees;

(c) seëls wat ingedien word voor die jaarlikse vakansietydperk, behoudens subklousule (12): Met dien verstande dat die Raad aan die Sekretaris magtiging kan verleen om, om 'n grondige rede deur die Raad bepaal, die bedrag aan 'n werknemer uit te betaal; en

(d) seëls uitgereik ingevolge subklousule (5) en wat by die Raad ingedien is, aan enigiemand anders behalwe die werknemer wie se naam deur die Raad ingeskryf is in die bydraeboek waarin dié seëls gehou word.

(12) By die afsterwe van 'n werknemer en behoudens die ander bepalinge van hierdie subklousule, moet die bedrag wat uit die Vakansiefonds en die Stabilisasiefonds aan hom verskuldig is, aan sy behoorlik aangestelde benoemde (hieronder die "begunstigde" genoem) betaal word.

Ingeval—

(a) geen begunstigde egter deur die afgestorwe werknemer benoem is nie; of

(b) die begunstigde voor die afgestorwe werknemer te sterwe gekom het; of

(c) die begunstigde versuim om binne ses maande vanaf die datum van afsterwe van sodanige werknemer betaling te eis;

moet die bedrag wat deur die Vakansiefonds en die Stabilisasiefonds aan die afgestorwe werknemer verskuldig is, in die boedel van sodanige afgestorwe werknemer gestort word.

(13) Alle bedrae wat by die Raad in die krediet van die Vakansiefonds en die Stabilisasiefonds staan, kan van tyd tot tyd belê word op vaste deposito of as onmiddellik opvraagbaar in 'n bank, bouvereniging of geregistreerde depositonemende instelling wat deur die Registrateur goedgekeur is, of in permanente aandele in 'n bouvereniging. Geen werknemer het enige aanspraak ten opsigte van die rente wat aan die Vakansiefonds en die Stabilisasiefonds toeval nie en hy is ook nie aanspreeklik vir enige bydrae vir die administrasiekoste van genoemde Fondse nie.

(14) Behoudens subklousule (12), is die bedrag waarmee 'n werknemer in die Vakansiefonds en die Stabilisasiefonds gekrediteer is, nie oordraagbaar nie, en enige werknemer wat 'n bydraeboek wat deur die Raad uitgereik is en/of seëls uitgereik ingevolge subklousule (5), afstaan, oordra, sdeer, verpand, verhipotekeer en/of uitleen, verbeur onmiddellik alle reg op die waarde van sodanige seëls wat dan aan die algemene fondse van die Raad toeval.

(15) Geen seëls mag op 'n ander manier aan 'n werknemer uitgereik word nie as ooreenkomstig hierdie klousule, en geen werknemer is geregtig nie op betaling uit die Vakansiefonds en die Stabilisasiefonds van 'n bedrag wat groter is as 49 weeklikse bydraes ten opsigte van 'n bepaalde jaar wat eindig op die laaste betaaldag in Oktober van daardie jaar.

(16) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die Vakansiefonds en die Stabilisasiefonds en moet jaarlikse rekenings laat opstel van al die uitgawes en inkomste van die Vakansiefonds en die Stabilisasiefonds vir die tydperk eindigende 31 Desember elke jaar en ook state wat die bates en laste van die Vakansiefonds en die Stabilisasiefonds toon. Al sodanige rekenings en state moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester of openbare rekenmeesters moet wees, en sodanige rekenings en state moet deur die Voorsitter van die Raad mede-onderteken word en moet binne agt maande na die sluiting van die tydperk waarop dit betrekking het, aan die Direkteur-generaal van Mannekragbenutting, gestuur word saam met 'n verslag wat genoemde ouditeur/ouditeurs daaroor uitgebring het. Kopieë van die jaarlikse rekenings en balansstate moet beskikbaar wees ter insae deur lede van die Vakansiefonds en die Stabilisasiefonds.

(17) Ingeval hierdie Ooreenkomst weens verloop van tyd verval of om enige ander rede gestaak word, moet die Vakansiefonds en die Stabilisasiefonds nog deur die Raad geadminestreer word totdat hulle of gelikwieders of deur die Raad oorgedra is na 'n ander fonds of fondse wat in die lewde groep is vir dieselfde doel as dié waarvoor die oorspronklike Fondse gestig is.

(18) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement remains binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Holiday and Stabilisation Funds shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday and Stabilisation 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 trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence upon the expiration of this Agreement, the Holiday and Stabilisation Funds shall be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (19) and, if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Holiday and Stabilisation 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.

(19) Upon liquidation of the Holiday and Stabilisation Funds in terms of subclause (17) or (18), the moneys remaining to the credit of the Holiday and Stabilisation Funds after the payment of all claims against the Funds including administration and liquidation expenses, shall be paid into the general funds of the Council.

(20) *Apprentices and minors.*—In addition to any other remuneration to which an apprentice and a minor employed in terms of clause 16 (3) is entitled, an employer shall pay to such apprentice or minor the amounts specified hereunder:

(a) *Annual leave period.*—The wages which the apprentice or minor would have earned if he had worked for his employer during the prescribed annual leave period [inclusive of public holidays mentioned in clause 15 (1) (b) falling within such closed period], such amount to be paid on the last day prior to the commencement of the annual leave period: Provided that in the case of an apprentice whose contract of employment terminates prior to the last pay-day preceding the commencement of the annual leave period, the employer shall pay to such apprentice an amount of not less than one-quarter of the weekly wage in respect of each completed month of employment during the year preceding such leave.

(b) *Public holidays.*—The wages which the apprentice or minor would have earned if he had worked for his employer on Good Friday, Easter Monday, Ascension Day, Kruger Day, Settlers' Day, Day of the Covenant and Republic Day, such amount shall be paid on the pay-day following the public holiday concerned.

(21) In the case of a foreman the provisions of this clause shall not apply if the employer provides benefits equal to or better than those prescribed in this clause.

30. PENSION OR LIKE FUND

(1) *Employer contributions.*—(a) In addition to any other remuneration payable in terms of this Agreement, an employer shall contribute to the pension funds on behalf of each member of the undermentioned classes of employees in respect of each week in which 20 or more hours have been worked by such employee the amounts specified hereunder:

(18) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee uit die geledere van die werkgewers en die werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging aan albei kante, en sodanige komitee moet voortgaan om die Vakansiefonds en die Stabilisasiefonds te administreer. 'n Vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersverteenvoorders in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Vakansiefonds en die Stabilisasiefonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees het al die bevoegdhede van die komitee vir sodanige doel. Ingeval daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiefonds en die Stabilisasiefonds deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwied word op die manier uiteengesit in subklousule (19), en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwied en sy bates verdeel is, moet die saldo van die Vakansiefonds en die Stabilisasiefonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(19) By die likwidasië van die Vakansiefonds en die Stabilisasiefonds ooreenkomstig subklousule (17) of (18), moet die geld waarmee die Vakansiefonds en die Stabilisasiefonds gekrediteer is na betaling van alle eise teen die Fondse, met inbegrip van die administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

(20) *Vakleerlinge en minderjariges.*—Benewens die besoldiging waarop 'n vakleerling en 'n minderjarige in diens ingevolge klousule 16 (3) geregig is, moet 'n werknemer so 'n vakleerling of minderjarige die bedrae betaal wat hieronder gespesifiseer word:

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

(b) *Openbare vakansiedae.*—Die loon wat die vakleerling of minderjarige sou verdien het as hy op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Gelofte dag en Republiekdag vir sy werkgewer gewerk het, en sodanige bedrag moet betaal word op die betaaldag wat volg op die betrokke vakansiedag.

(21) In die geval van 'n voorman is hierdie klousule nie van toepassing nie indien die werkgewer voorsiening maak vir bystand wat net so goed of beter is as dié in hierdie klousule voorgeskryf.

30. PENSIOEN- OF SOORTGELYKE FONDSE

(1) *Werkgewerbydraes.*—(a) Benewens enige ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer elke week aan die pensioenfonds namens elke lid van ondergenoemde klasse werknemers wat 20 uur of langer in 'n week gewerk het die bedrag hieronder uiteengesit, betaal:

Class of employee	Contribution per week from:			
	Date of coming into operation of this Agreement	1/11/80	1/11/81	1/11/82
Employees for whom wages are prescribed in—	R	R	R	R
(i) clause 16 (1) (a), (b), [(e) (i)] and (i)	2,40	2,40	2,80	3,20
(ii) clause 16 (1) (c), [(d) (ii)], (e) (ii), (iii) and (iv)] and (f)	4,00	4,00	4,40	5,20
(iii) clause 16 (1) (d) (i) and [(e) (v), (vi) and (vii)]	6,00	6,00	6,40	6,80
(iv) clause 16 (1) (g) and (h)	9,60	10,00	10,80	12,00

Klas werknemer	Bydrae per week vanaf:			
	Datum van inwerking-treding van hierdie Ooreenkoms	1/11/80	1/11/81	1/11/82
Werknemers vir wie lone voorgeskryf is in—	R	R	R	R
(i) klousule 16 (1) (a), (b), [(e) (i)] en (i)	2,40	2,40	2,80	3,20
(ii) klousule 16 (1) (c), [(d) (ii)], [(e) (ii), (iii) en (iv)] en (f)	4,00	4,00	4,40	5,20
(iii) klousule 16 (1) (d) (i) en [(e) (v), (vi) en (vii)]	6,00	6,00	6,40	6,80
(iv) klousule 16 (1) (g) en (h)	9,60	10,00	10,80	12,00

(b) The contributions referred to in paragraph (a) shall be payable irrespective of whether such time was worked at ordinary or overtime rates.

(2) *Employee contributions.*—(a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees, who have worked 20 or more hours that week, the contribution specified hereunder and pay such contribution to the Council each week:

Class of employee	Employee contribution per week from the date of coming into operation of this Agreement
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (a), (b), [(e) (i)] and (i)	0,80
(ii) clause 16 (1) (c), [(d) (ii)], [(e) (ii), (iii) and (iv)] and (f)	0,80
(iii) clause 6 (1) (d) (i) and [(e) (v), (vi) and (vii)]	1,20
(iv) clause 16 (1) (g) and (h)	2,00

(b) The contributions referred to in subclauses (1) (a) and (2) (a) shall be made by the employer by whom the employee was employed during that week for not less than 20 hours.

(3) (a) The contributions paid to the Council in terms of subclauses (1) (a) and (2) (a) shall be applied for a pension and/or like fund for employees for whom contributions are made.

(b) For the purpose of implementing the objects of paragraph (a), the Council shall be entitled to—

(i) enter into an agreement or agreements or to continue an existing agreement or agreements with the Federated Insurance Company Limited for the establishment of a satisfactory pension or like fund or funds. Copies of all rules relating to such schemes shall be lodged with the Director-General of Manpower Utilisation, with whom copies of all alterations or amendments thereto shall also from time to time be lodged;

(ii) establish such schemes as it may deem fit with the object of providing pension or like benefits for those employees for whom contributions are prescribed in subclause (2).

(4) An employer shall on each pay-day issue to each employee from whose wage a contribution has been deducted in terms of subclause (2), one stamp to the value of the amount so deducted, which stamp shall be legibly cancelled by the employer with his name and the date of issue.

(5) (a) The stamps issued to each employee in terms of subclause (4) shall be affixed by such employee in a contribution book to be obtained from the Secretary of the Council and retained by the employee.

(b) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation, and such other particulars as the Council may require and bearing his usual signature.

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

(b) Die bydraes in paragraaf (a) bedoel, is betaalbaar, ongeag of sodanige tyd teen gewone of oortydskale gewerk was.

(2) *Werknemerbydraes.*—(a) Elke werkgever moet op elke betaaldag die bedrag hieronder vermeld, aftrek van die besoldiging wat elke week verskuldig is aan elke lid van ondergenoemde klasse werknemers wat 20 uur of langer in daardie week gewerk het en sodanige bydrae elke week aan die Raad betaal:

Klas werknemer	Werknemer se bydrae vanaf die datum van inwerking-treding van hierdie Ooreenkoms
	R
Werknemers vir wie lone voorgeskryf is in—	
(i) klousule 16 (1) (a), (b), [(e) (i)] en (i)	0,80
(ii) klousule 16 (1) (c), [(d) (ii)], [(e) (ii), (iii) en (iv)] en (f)	0,80
(iii) klousule 16 (1) (d) (i) en [(e) (v), (vi) en (vii)]	1,20
(iv) klousule 16 (1) (g) en (h)	2,00

(b) Die bydraes in subklousules (1) (a) en (2) (a) bedoel, moet betaal word deur die werkgever by wie die werknemer gedurende daardie week minstens 20 uur in diens was.

(3) (a) Die bydraes wat ingevolge subklousules (1) (a) en (2) (a) aan die Raad betaal is, moet aangewend word vir 'n pensioen en/of soortgelyke fonds vir werknemers vir wie bydraes gemaak word.

(b) Vir die doel om die oogmerke van paragraaf (a) te implementeer, is die Raad daartoe geregtig om—

(i) 'n ooreenkoms of ooreenkomste aan te gaan of 'n bestaande ooreenkoms of ooreenkomste voort te sit met die Federated Insurance Company Limited vir die instelling van 'n bevredigende pensioen- of soortgelyke fonds of fondse. Kopieë van alle reëls wat betrekking het op sodanige skemas moet by die Direkteur-generaal van Mannekragbenutting, ingedien word by wie kopieë van alle veranderinge of wysigings ook van tyd tot tyd ingedien moet word;

(ii) skemas wat hy paslik ag in te stel met die doel om pensioen- of soortgelyke voordele te verskaf aan dié werknemers vir wie bydraes in subklousule (2) voorgeskryf word.

(4) 'n Werkgever moet op elke betaaldag aan elke werknemer van wie se loon 'n bydrae ingevolge subklousule (2) afgetrek is, een seël ter waarde van die aldus afgetrekte bedrag uitreik, en die seël moet op leesbare wyse deur die werkgever met sy naam en die datum van uitreiking gerojear wees.

(5) (a) Die seëls wat ooreenkomstig subklousule (4) aan elke werknemer uitgereik is, moet deur so 'n werknemer in 'n bydraeboek geplak word wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

(b) Die werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die werknemer moet dit invul deur sy volle naam en adres, beroep en sodanige ander besonderhede wat die Raad mag vereis, in te skryf en dit met sy gewone handtekening te onderteken.

(c) Die Raad kan na goedvinde die seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van ander fondse waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

(6) The stamps referred to in subclause (4) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps. Application for such refund shall be made not later than six months after the expiration of the year during which the said stamps were issued.

(7) With the exception of subclause (1), the provisions of this clause shall *mutatis mutandis* apply to foremen who are employed in factories and workshops.

(8) Any benefits accruing under the pension or like fund referred to in this clause shall not be transferable, and cannot be ceded or pledged: Provided that an employee may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.

(9) The Council shall cause full and true accounts of the pension or like fund to be kept and shall cause to be prepared an annual account for the period ending on 31 December of each year. Every such account shall be certified by the auditor/s of the Council who shall be a public accountant/s and shall be countersigned by the Chairman of the Council, and shall, within six months after the close of the period covered by it, be transmitted to the Director-General of Manpower Utilisation, together with any report made thereon by the said auditor/s. A copy of the annual accounts shall be available for inspection by members of the said fund.

(10) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council in respect of this clause and the trustees so appointed shall have all the powers vested in the Council for the purposes of this clause.

(11) In the case of a foreman the provisions of this clause shall not apply if the employer provides benefits equal to or better than these prescribed in this clause.

31. SICK BENEFIT DEDUCTION

(1) Every employer shall, in respect of each employee in his employment who is a member of any of the trade unions which are parties to the Agreement, and for whom wages are prescribed in clause 16 (1) (g) and (h), deduct from the wages of each such employee an amount of 80c per week for the purpose of a sick benefit fund.

(2) Every employer shall in respect of the amount deducted in terms of subclause (1), issue on each pay-day to each such employee a stamp cancelled by him, bearing the employer's name and the date of issue.

(3) The stamp referred to in subclause (2) above shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of any unused stamps.

(4) No payment or deduction shall be made in terms of subclause (1) hereof by an employer in respect of an employee who works less than 20 hours for him in any week.

(5) Where an employee is employed by two or more employers during the same week the deduction and contribution in terms of subclause (1) of this clause shall be made by the employer by whom he was first employed during that week for not less than 20 hours.

(6) Every employee shall immediately affix the stamps issued to him in terms of subclause (2) in a contribution book to be obtained from the Council.

(7) The Council in its discretion may combine the stamps referred to in this clause with any other stamps and or contribution books issued by the Council in respect of any other fund for which provision is made in the Main Agreement or which may be introduced from time to time.

(8) No contribution book shall contain more than 49 stamps and should more stamps be affixed thereto, the excess shall be confiscated by the Secretary and the value thereof applied to the general funds of the Council.

(9) The contribution book and stamps issued to employees are not transferable and no person shall pledge, cede, sell or give away such stamps or contribution books. Stamps in the possession of any person obtained in any manner other than that laid down in terms of this Agreement, shall be forfeited to the general funds of the Council.

(10) The Council shall pay to the Western Province Building and Allied Trades Sick Fund all moneys collected in respect of stamps purchased by employers in terms of subclause (3) of this clause less a collection fee of 2½ per cent on gross sales, which shall accrue to the general funds of the Council: Provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments.

(6) Die werkgewer moet die seëls wat in subklousule (4) bedoel word, van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan hê: Met dien verstande dat 'n werknemer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry. Daar moet binne ses maande na verstryking van die jaar waarin genoemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(7) Met uitsondering van subklousule (1), is hierdie klousule *mutatis mutandis* van toepassing op voormanne wat in fabriek en werkwinkels in diens is.

(8) Die voordele uit die pensioen- of soortgelyke fonds wat in hierdie klousule genoem word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie: Met dien verstande dat 'n werknemer nogtans 'n begunstigde kan benoem om die opbrengs van sy polis te ontvang ingeval hy voor sy uitdienstreding te sterwe sou kom.

(9) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die pensioen- of soortgelyke fonds en moet 'n jaarlikse rekening laat opstel van alle inkomste en uitgawes van genoemde fonds vir die tydperk eindigende 31 Desember elke jaar. Al sodanige rekenings moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester of openbare rekenmeesters moet wees, en moet deur die Voorsitter van die Raad mede-onderteken word, en sodanige rekenings moet binne ses maande na die sluiting van die tydperk waarop dit betrekking het, aan die Direkteur-generaal van Mannekragbenutting deurgestuur word tesame met 'n verslag wat genoemde ouditeur/ouditeurs daaroor uitgebring het. 'n Kopie van die jaarlikse rekening moet beskikbaar wees ter insae deur lede van genoemde fonds.

(10) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms van krag is, kan die Registrateur 'n trustee of trustees aanstel om die funksies van die Raad ten opsigte van hierdie klousule uit te voer, en die trustees wat aldus aangestel is, beskik oor al die bevoegdhede van die Raad by die toepassing van hierdie klousule.

(11) In die geval van 'n voorman is hierdie klousule nie van toepassing nie indien die werkgewer voorsiening maak vir bystand wat net so goed of beter is as dié in hierdie klousule voorgeskryf.

31. AFTREKKING VIR SIEKTEBYSTAND

(1) Elke werkgewer moet ten opsigte van elke werknemer in sy diens wat lid is van enige van die vakverenigings wat 'n party by die Ooreenkoms is en vir wie lone in klousule 16 (1) (g) en (h) voorgeskryf word, 'n bedrag van 80c per week van die lone van elke sodanige werknemer aftrek vir die doel van 'n siektebystandsfonds.

(2) Elke werkgewer moet ten opsigte van die bedrag wat ingevolge subklousule (1) afgetrek is, op elke betaaldag aan elke sodanige werknemer 'n seël uitreik wat hy geroeër het en waarop die naam van die werkgewer en die datum van uitreiking voorkom.

(3) Die werkgewer moet die seël wat in subklousule (2) hierbo bedoel word, van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan hê: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry.

(4) 'n Werkgewer mag geen bedrag ten opsigte van 'n werknemer wat minder as 20 uur in 'n week vir hom werk, ingevolge subklousule (1) hiervan betaal of aftrek nie.

(5) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam is, moet die werkgewer by wie hy die eerste gedurende daardie week vir minstens 20 uur in diens was, die bedrag ingevolge subklousule (1) aftrek en bydra.

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

(7) Die Raad kan die seëls wat in hierdie klousule bedoel word, na sy goedvinde kombineer met ander seëls en/of bydraeboeke wat die Raad uitreik ten opsigte van enige ander fonds waarvoor daar in die Hoofdooreenkoms voorsiening gemaak word of wat van tyd tot tyd ingevoer word.

(8) Geen bydraeboek mag meer as 49 seëls bevat nie, en indien meer seëls daarin geplak is, moet dié wat te veel is deur die Sekretaris gekonfiseer en die waarde daarvan in die algemene fondse van die Raad gestort word.

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

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

32. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct an amount of 33c for trade union subscriptions payable, from the remuneration due every week to each of his employees who is a member of any of the trade unions and for whom wages are prescribed in clauses 16 (1) (g) and (h): Provided that the provisions of this subclause shall not apply in respect of any such employee who has worked for the same employer less than 20 hours in any one week: Provided further that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 20 hours.

(2) The employer shall, in respect of the amounts deducted by him in terms of subclause (1), issue on each pay-day to each of the employees concerned one stamp, which stamp shall be legibly cancelled by him with his name and the date of issue.

(3) The stamps referred to in subclause (2) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(4) The stamps issued to each employee in terms of subclause (2) shall be affixed by such employee in a contribution book which is to be retained by the employee.

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

(6) The Council shall each month pay over to the trade unions all moneys collected in respect of stamps purchased by employers in terms of subclause (3), less a collection fee of 2½ per cent on gross sales, which amount shall accrue to the general funds of the Council: Provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments made to the trade unions.

33. SPECIAL MEMBERSHIP LEVY.—EMPLOYERS

(1) Every employer who is a member of the Master Builders' and Allied Trades Association (Cape Peninsula) or the Master Masons' and Quarry Owners' Association (South Africa) shall pay to the Council an amount of 13c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than 20 hours with a member employer in any one week.

(3) Where an employee has worked for two or more members of the Master Builders' and Allied Trades Association (Cape Peninsula) during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for 20 hours or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary of the Council before the seventh day of each month following that in respect of which the payments are made together with a statement in such form as the Council may prescribe indicating the number of employees in respect of whom payment is made and certifying that the amount paid is in accordance with the provision of this clause.

(5) The Council shall within one month following the month of collection forward to the Master Builders' and Allied Trades Association (Cape Peninsula), the total amount of contributions received in terms of this clause less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

34. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of The National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (South Africa), hereinafter referred to as the "National Fund"], hereby authorises, for the purpose of implementing the objects set forth in the Constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall contribute to the National Fund an amount of 7c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement: Provided that—

(i) no payment shall be made by an employer in respect of learners or of an employee who works less than 20 hours for him in any week; and

(ii) where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 20 hours.

32. VAKVERENIGINGLEDEGELD

(1) Elke werkgever moet 'n bedrag van 33c as ledegeld wat aan die vakverenigings betaalbaar is, aftrek van die besoldiging wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van enige van die vakverenigings en vir wie lone in klousule 16 (1) (g) en (h) voorgeskryf word: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van enige sodanige werknemer wat in 'n bepaalde week minder as 20 uur vir dieselfde werkgever gewerk het: Voorts met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, die bedrag vir daardie week afgetrek moet word deur die werkgever by wie hy gedurende daardie week die eerste vir minstens 20 uur in diens was.

(2) Die werkgever moet ten opsigte van die bedrae wat hy ingevolge subklousule (1) afgetrek het, op elke betaaldag aan elkeen van die betrokke werknemers een seël uitreik wat hy op 'n leesbare wyse met sy naam en die datum van uitreiking moet roeier.

(3) Die werkgever moet die seëls wat in subklousule (2) bedoel word, van die Raad aankoop en moet te alle tye 'n toereikende voorraad daarvan hê: Met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry.

(4) Die seëls wat ingevolge subklousule (2) aan elke werknemer uitgereik word, moet deur sodanige werknemer in 'n bydraeboek geplak word wat deur die werknemer bewaar moet word.

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

(6) Die Raad moet alle geld ingevorder ten opsigte van seëls wat werkgevers ingevolge subklousule (3) aangekoop het, elke maand aan die vakverenigings betaal na aftrekking van 'n invorderingsgeld van 2½ persent van die bruto verkope en hierdie bedrag val aan die algemene fondse van die Raad toe: Met dien verstande dat alle terugbetalings aan werkgevers ten opsigte van die waarde van ongebruikte seëls afgetrek moet word van die bedrae wat aldus aan die vakverenigings betaal word.

33. SPESIALE LIDMAATSKAPHEFFING.—WERKGEWERS

(1) Elke werkgever wat 'n lid is van die Master Builders' and Allied Trades Association (Cape Peninsula) of die Master Masons' and Quarry Owners' Association (South Africa) moet 'n bedrag van 13c per week aan die Raad betaal ten opsigte van elke werknemer wat by hom in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(2) Geen bedrag moet ingevolge subklousule (1) betaal word ten opsigte van 'n werknemer wat minder as 20 uur in 'n bepaalde week vir 'n werkgeleerd gewerk het nie.

(3) Indien 'n werknemer vir twee of meer lede van die Master Builders' and Allied Trades Association (Cape Peninsula) gedurende 'n bepaalde week gewerk het, moet die werkgever by wie hy eerste gedurende daardie week vir minstens 20 uur in diens was, die bedrag bedoel in subklousule (1) betaal.

(4) Bedrae wat ingevolge hierdie klousule betaalbaar is, moet voor die sewende dag van elke maand wat volg op dié ten opsigte waarvan die bedrae betaal word, deur die werkgever aan die Sekretaris van die Raad aangestuur word, tesame met 'n staat in dié vorm wat die Raad voorskryf en wat die getal werknemers aantoon ten opsigte van wie bedrae betaal word, en wat sertifiseer dat die bedrag wat betaal word in ooreenstemming met hierdie klousule is.

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

34. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid wat in die lewe geroep is deur die Building Industries Federation (South Africa), hierna die "Nasionale Fonds" genoem, verleen hy hierby magtiging, ten einde die oogmerke te verwesenlik wat in die konstitusie van genoemde Nasionale Fonds gemeld word, vir die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgever moet 'n bedrag van 7c per week tot die Nasionale Fonds bydra ten opsigte van elke werknemer wat by hom in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat—

(i) 'n werkgever geen bedrag betaal ten opsigte van leerlinge of ten opsigte van 'n werknemer wat minder as 20 uur in 'n week vir hom werk nie; en

(ii) waar 'n werknemer deur twee of meer werkgevers gedurende dieselfde week in diens geneem word, die werkgever by wie hy die eerste gedurende daardie week vir minstens 20 uur in diens was, die bedrag vir daardie week moet betaal.

(3) The procedure prescribed in clause 28 of this Agreement relative to the manner in which payments shall be made to the Council, shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(4) The Council shall, within one month following the month of collection pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2) of this clause, less a collection fee of 1 per cent, which amount shall accrue to the general funds of the Council.

(5) Copies of the Constitution and of the audited annual accounts and balance sheets of the National Fund for each financial year, shall be lodged with the Council and with the Director-General of Manpower Utilisation. For the purposes of this subclause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

35. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of The Building Industries Recruitment and Training Fund, inaugurated by the Building Industries Federation (S.A.), hereinafter referred to as the "Training Fund", hereby authorises, for the purpose of implementing the objects set forth in the Constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall subject to the provisions of subclauses (3) and (4) hereof, contribute to the Training Fund an amount of 50c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement.

(3) No payment shall be made by an employer in respect of an employee who works less than 20 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 20 hours.

(5) The procedure prescribed in clause 28 shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said Training Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 1 per cent, which amount shall accrue to the general funds of the Council.

(7) Copies of the Constitution and of audited accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Director-General of Manpower Utilisation. For the purposes of this subclause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

36. AGENTS

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

(2) An agent shall have the following powers (in so far as these powers concern only persons who are members of one of the employers' organisations or trade unions):

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

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

(c) To require the production then and there, or at a time and place fixed by the agent, of all books and documents which are, or have been upon or in the premises or in the possession or custody or under the control of any employer by whom the premises are occupied or used, and may seize any such books or documents as may be necessary for ascertaining whether the provisions of the Agreement are being complied with.

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

(4) Every employer who, or employers' organisation or trade union which is a party to the Council and all persons who are members of such employers' organisation or trade union shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclauses (2) and (3).

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

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

(5) Kopieë van die konstitusie en van die geouditeerde jaarlikse rekenings en balansstate van die Nasionale Fonds vir elke boekjaar, moet by die Raad en by die Direkteur-generaal van Mannekragbenutting, ingedien word. Vir die toepassing van hierdie subklousule beteken die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

35. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid, wat in die lewe geroep is deur die Building Industries Federation (South Africa), hierna die "Opleidingsfonds" genoem, verleen hy hierby magtiging, ten einde die oogmerke te verwesenlik wat in die konstitusie van genoemde Opleidingsfonds gemeld word, vir die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Behoudens subklousules (3) en (4) hiervan, moet elke werkgewer 50c per week tot die Opleidingsfonds bydra ten opsigte van elke werknemer wat by hom in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) Geen betaling moet deur 'n werkgewer gedoen word ten opsigte van 'n werknemer wat minder as 20 uur vir hom in 'n bepaalde week werk nie.

(4) Wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers gewerk het, moet die betaling ten opsigte van daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens 20 uur gewerk het.

(5) Die prosedure in klousule 28 voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Elke maand moet die Raad aan genoemde Opleidingsfonds die totale bedrag aan bydraes betaal wat kragtens subklousule (2) deur hom ingevorder is, min invorderingsgeld van een persent wat aan die algemene fondse van die Raad toeval.

(7) Eksemplare van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Direkteur-generaal van Mannekragbenutting, 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.

36. AGENTE

(1) Die Raad kan een of meer persone as 'n agent of agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms.

(2) 'n Agent het onderstaande bevoegdhede (vir sover hierdie bevoegdhede betrekking het op slegs dié persone wat lede is van een van die werkgewersorganisasies of vakverenigings):

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

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

(c) om te eis dat alle boeke en dokumente wat op die perseel is of was of in die besit of bewaring of onder die beheer van enige werkgewer was deur wie die perseel geokkupeer of gebruik word, daar en dan of op 'n tydstip en plek deur die agent bepaal, getoon moet word, en kan beslag lê op enige sodanige boeke of dokumente as wat nodig is om te bepaal of die Ooreenkoms nagekom word.

(3) Wanneer 'n agent die bevoegdhede uitoefen wat by subklousule (2) aan hom verleen word, kan hy 'n tolk met hom saamneem.

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

37. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason: Provided that exemption from any of the provisions of clause 23 shall not be granted unless prior approval of the Department of Manpower Utilisation has been obtained in writing.

(2) The Council shall have the power to fix the conditions under and the period for which any exemption shall operate.

(3) A certificate of exemption under the signature of the Chairman or Secretary of the Council shall be issued to every employer or employee exempted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

38. EXHIBITION OF AGREEMENT

A copy of this Agreement in both official languages together with the notices required by section 58 of the Act, shall be exhibited by every employer in every workshop, yard and job where he carries on business, in a conspicuous position accessible to all employees.

39. ADMINISTRATION OF AGREEMENT

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

40. GENERAL

Nothing in this Agreement contained shall be construed as absolving any employer or employee from the provisions of any other enactments or proclamations, or any by-laws, or regulations framed thereunder.

Signed in Cape Town this 8th day of April 1980 on behalf of the parties to the Council.

D. F. D. ALLAN, Chairman.

G. DAVIDS, Vice-Chairman.

J. J. KITSHOFF, Secretary.

DEPARTMENT OF MANPOWER UTILISATION

No. R. 1279

27 June 1980

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

BUILDING INDUSTRY, WESTERN PROVINCE

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice R. 1278 of 27 June 1980, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

37. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen: Met dien verstande dat vrystelling van enigeen van die bepalings van klousule 23 nie verleen mag word nie, tensy die skriftelike goedkeuring van die Departement van Mannekragbenutting vooraf verkry is.

(2) Die Raad het die bevoegdheid om die voorwaardes waarop en die tydperk waarvoor 'n vrystelling van krag is, te bepaal.

(3) 'n Vrystellingstifikaat, onderteken deur die Voorsitter of die Sekretaris van die Raad, moet uitgereik word aan elke werkgewer of werknemer aan wie vrystelling verleen word.

(4) 'n Vrystellingstifikaat kan te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, deur die Raad gewysig of ingetrek word.

38. VERTONING VAN OOREENKOMS

'n Kopie van hierdie Ooreenkoms in beide amptelike landstale, tesame met die kennisgewings wat by artikel 58 van die Wet vereis word, moet deur elke werkgewer in elke werkwinkel en op elke werf en werkplek waar werk deur hom verrig word, in 'n opvallende plek wat vir alle werknemers toeganklik is, opgeplak word.

39. ADMINISTRASIE VAN OOREENKOMS

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

40. ALGEMEEN

Niks wat in hierdie Ooreenkoms vervat is, moet so vertolk word dat dit 'n werkgewer of werknemer onthef van die bepalings van enige ander wetsbepaling of proklamasie, of enige verordening of regulasies wat ingevolge daarvan opgestel is nie.

Namens die partye op hede die 8ste dag van April 1980 in Kaapstad onderteken.

D. F. D. ALLAN, Voorsitter.

G. DAVIDS, Ondervoorsitter.

J. J. KITSHOFF, Sekretaris.

DEPARTEMENT VAN MANNEKRAGBENUTTING

No. R. 1279

27 Junie 1980

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

BOUNYWERHEID, WESTELIKE PROVINSIE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermentskennisgewing R. 1278 van 27 Junie 1980, oor die algemeen vir werknemers wie se werke en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

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