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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN
MANNEKRAGBENUTTING**

R.1826]

[5 September 1980

WET OP NYWERHEIDSVERSOENING, 1956
BOUNYWERHEID, QUEENSTOWN

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 die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1981 eindig, bindend is vir die werkgeversorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 27, 29, 30 en 33, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrik Queenstown; en
- (c) kragtens artikel 48 (3)(a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgeson-

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

R.1826]

[5 September 1980

INDUSTRIAL CONCILIATION ACT, 1956
BUILDING INDUSTRY, QUEENSTOWN

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 the second Monday after the date of publication of this notice and for the period ending 30 September 1981, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 27, 29, 30 and 33, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Queenstown; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Queenstown and

derd dié vervat in klousules 1 (1), 2, 5 (3) (b), 27, 29, 30 en 33, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1981 eindig, in die landdrosdistrik Queenstown *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 enigiens 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

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, QUEENSTOWN

OOREENKOMS

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

Building Industries Federation (South Africa)
(hierna die „werkgewers” of die „werkgewersorganisasie” genoem),
aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa
(hierna die „werknemers” of die „vakvereniging” genoem), aan die
ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid, Queens-
town.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(2) Ongeag subklousule (1), is—

- (a) hierdie Ooreenkoms op vakleerlinge van toepassing slegs in soverre dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of met ’n kontrak of voorwaardes daarkragtens aangegaan of gestel nie;
- (b) hierdie Ooreenkoms op leerlinge van toepassing slegs in soverre dit nie onbestaanbaar is met die Wet op Opleiding van Ambagsmanne, 1951, of enige voorwaardes daarkragtens gestel nie;

2. GELDIGHEIDSUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting ingevolge artikel 48 van die Wet vasstel en bly van krag vir ’n tydperk van een jaar of vir dié tydperk wat hy 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, waar daar van ’n wet melding gemaak word, omvat dit alle wysigings van sodanige wet, en tensy dit onbestaanbaar met die samehang is, beteken—

„Wet” die Wet op Nywerheidsversoening, 1956;

„vakleerling” ’n werknemer in diens kragtens ’n skriftelike vakleerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is, en omvat dit ’n minderjarige wat ingevolge daardie wet vir ’n proeftydperk in diens is;

„Bounywerheid” of „Nywerheid”, sonder om die gewone betekenis van die woord enigins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van geboue en bouwerke en/of die vervaardiging van artikels wat gebruik word by die oprigting, voltooiing of verbouing van geboue en bouwerke, ongeag of die verrigting van die werk, die bereiding van die materiaal of die maak van die nodige artikels op die terrein van dié geboue of bouwerke of elders geskied, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat in die volgende bedrywe of onderafdelings daarvan werksaam is:

with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (3) (b), 27, 29, 30 and 33, 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

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, QUEENSTOWN

AGREEMENT

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

Building Industries Federation (South Africa)
(hereinafter referred to as the “employers” or the “employers’ organisation”), of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa
(hereinafter referred to as the “employees” or the “trade union”), of the other part,
being parties to the Industrial Council for the Building Industry, Queenstown.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(2) Notwithstanding the provisions of subclause (1)—

- (a) the terms of this Agreement shall 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 fixed thereunder;
- (b) the terms of this Agreement shall apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, 1951, or any conditions fixed thereunder.

2. PERIOD OF OPERATION

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 for a period of one year or for such period as may be determined by him.

3. DEFINITIONS

Any expressions used in this Agreement which are 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 amendments of such Act, and 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 provisions of the Apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

“Building Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of 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 trades or subdivisions thereof:

Asfaltwerk, wat die volgende insluit: Asfaltwerk aan vloere en dakke, die lê van malthoid- of rubbervloere en die waterdigting van kelderverdiepings of fondamente;

messelwerk, wat die volgende insluit: Betonwerk en die vassit van betonblokke, die betoëling van mure en vloere, voegstryking, plavei- en mosaïekwerk, voorwerk met leiklip, marmer en komposisie, rioolaanleg, leidekwerk en pandekking;

lakverniswerk, wat die volgende insluit: Polering met 'n kwas of kussinkie en bespuiting met enige komposisiestof;

skrynwerk, wat die volgende insluit: Die vervaardiging van alle skrynwerkartikels, ongeag 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 die aanbring van ruite, reklametekens en die glaswerk wat daarmee in verband staan;

metaalwerk, wat die volgende insluit: Die aanbring van staal-plafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, ongeag of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sierklipwerk), betonwerk en die aanbring of bou van voorafgeëte of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerbetoëling, die bediening van klippoleermasjinerie en die skerpmaak van klipmesselaarsgereedskap, ongeag 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: Versierwerk, muurplakwerk, glasuurwerk, distemperwerk, kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk, marmering en spuitverfwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, granolitiese en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, voorafgeëte of kunsklipwerk, muur- en vloerbetoëling, plavei- en mosaïekwerk, ongeag of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

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

uitrus van winkels, kantore en banke, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, venster-skerm, vertoonkaste, toonbanke, skerm en los en vaste binne-toehore;

staalwapening;

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

houtwerk, wat die volgende insluit: Timmerwerk, houtwerk, houtmasjinerwerk, draaiwerk, houtsnywerk, die aanbring van golfyster, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtbelating, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blok- en ander vloerwerk, met inbegryp van hout en kurk, ongeag of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

„Raad” die Nywerheidsraad vir die Bounywerheid, Queenstown, wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

„plattelandse werk” alle werk binne die landdrosdistrik Queenstown, maar buite 'n straal van 12,9 km vanaf die Hoofposkantoor, Queenstown;

„noodsaaklike dienste” alle werk wat noodsaaklikerwys verrig moet word om die gesondheid en veiligheid van die publiek te verseker of vir die voortsetting van 'n ander nywerheid, besigheid of onderneming;

„noodwerk” werk wat nie redelikerwys gedurende die ure in klousule 10 (1) en (2) voorgeskryf, verrig kan word nie;

„ambagsman” 'n werknemer, uitgesonderd 'n vakleerling, leerling of kwekeling, wat eenige van of al die werksaamhede verrig wat in die ambagte „asfaltwerk” tot „houtwerk” in die omskrywing van „Bounywerheid” gespesifiseer word, maar uitgesonderd daardie werksaamhede gespesifiseer in die omskrywing van „halfgeskoolde werknemer” en „ongeskoolde arbeider”;

„leerling” 'n werknemer van 21 jaar of ouer wat kragtens 'n skriftelike leerlingskontrak dien wat ingevolge klousule 34 deur die Raad goedgekeur en geregistreer is;

Asphalting, which includes asphaltting floors and roofing, laying malthoid or rubber flooring and waterproofing basements or foundations;

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

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 in the building or structure is done by the person making or preparing the articles used;

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

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

masonry, which includes stone cutting and building (also the cutting and building of ornamental stonework), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operation of stone working machinery, and sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

painting, which includes decorating, paper-hanging, glazing, distempering, colour washing, staining, varnishing, graining and marbling and spraying;

plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stonework, wall and floor tiling, paving and mosaic work, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

steel reinforcing;

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 form part of a building or structure;

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood and cork, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

“Council” means the Industrial Council for the Building Industry, Queenstown, deemed to have been registered in terms of section 19 of the Act;

“country jobs” means all jobs within the Magisterial District of Queenstown, but outside a radius of 12,9 km from the General Post Office, Queenstown;

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

“emergency work” means such work as cannot reasonably be performed during the hours prescribed in clause 10 (1) and (2);

“journeyman” means an employee, other than an apprentice, learner or trainee, who performs any or all of the operations specified in the trades “asphalting” to “woodworking” in the definition of “Building Industry”, but excluding those operations specified in the definitions of “semi-skilled employee” and “unskilled labourer”;

“learner” means an employee of the age of 21 years or over serving under a written contract of learnership approved and registered by the Council in terms of clause 34;

„halfgeskoolde werknemer” ’n werknemer wat een of meer van onderstaande klasse werk verrig, naamlik:

Dakke (bo en onder) verf, onder toesig van ’n ambagsman; boustaalwerk verf; afwitwerk en sementsmeerwerk verrig, uitgesonderd in dié mate waarvoor daar in die omskrywing van „ongeskoolde arbeider” voorsiening gemaak word;

lymwerk; alle oppervlakke olie; lakvernis en smeersel aan vloere aanwend; die binnekant van geute verf; trekkers bestuur; toesig hou slegs oor ongeskoolde arbeiders; metaalvensters aanmekaarsit; vloerskuurmasjiene bedien; geute maak en soldeer slegs in die werkwinkel; glasuursproeispuite gebruik slegs in die werkwinkel; kragasae, bandnasaagmasjiene, raamsae en dwarssae op onbewerkte hout bedien, met inbegrip van die nodige beweging van die keerblok, onder toesig van ’n ambagsman, maar uitgesonderd die verwydering, vervanging, skerpmaak, klop en/of stel van saaglemme;

die werk van ’n ketelbediener verrig; klipwerk in tuine verrig; voorafgegiete oppervlakkanale lê; voorafgegiete betonblokke lê; ongelaaide klipmuurwerk, uitgesonderd ’n gedeelte van ’n gebou of struktuur;

’n Mall en Biax- of soortgelyke tipe draagbare draaiskuurmasjiens, buigsame snymasjiens, afwerkmasjiens of ander masjinerie bedien;

Tyrolean- of soortgelyke masjiens gebruik; dakkappe met behulp van ’n setmaat of patroonplaat saag, aanmekaarsit en vasslaan; vooraf gesaagde dakspare, kaplatte, drabalke, latte, beplanking, latwerk, draers of klampe in vooraf gemerkte posisies vassit en vasspyker;

kurk of ander isoleermateriaal vassit; vooraf vervaardigde bekisting van staal of hout in vooraf gemerkte posisies oprig;

saag en boor volgens ’n patroonplaat; ’n elektriese of ander tipe draagbare saag gebruik;

die massafabrikasie van betonbekistingspanele in setmate, uitgesonderd kolombekisting;

„seël” of „Vakansiefondsseël” die amptelike seël in klousule 39 vermeld, wat deur die Raad uitgereik word;

„bouwerk” ook mure, keermure en monumente, maar nie grafstene en begraaftplaasmonumente nie;

„geskikte slaapplek” ’n waterdigte skuiling wat veilig gesluit kan word, met houtvloer en die nodige was- en latrinegeriewe;

„ongeskoolde arbeider” ’n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) klippe of grond uitgrawe of uithaal vir fondamente, sote, riole en kanale;

(b) uitgegraafde klippe en grond verwyder;

(c) materiaal met skopgrawe invoer in of met skopgrawe uithaal uit dagha- of betonmengmasjiene, en dagha of beton met die hand met skopgrawe meng;

(d) goedere op- of aflaa;

(e) dagha, stene, klippe, beton of ander materiaal dra;

(f) gebruikte stene skoonkap;

(g) geboue en latrines wat deur Swartes gebruik word, afwit en teer of dergelike produkte daaraan smeer asook aan ru-houtwerk soos balke en onder aan vloere: Met dien verstande, egter, dat die afwit van geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae ná die voltooiing van ’n gebou, van hierdie woordomskrywing uitgesluit word;

(h) staalversterkingsmateriaal met draad bind of vasmaak, en sodanige materiaal onder toesig sny, buig en inmekaarsit, oprig en vassit;

(i) steiers onder toesig van ’n bevoegde persoon oprig;

(j) beton onder toesig gelykmaak;

(k) skroefdraad onder toesig van ’n ambagsman aan pype sny;

(l) betonmengers of dagha- of ander soortgelyke masjiene bedien;

(m) meganiese stortwaens bedien en dryf;

(n) ambagsmanne bystaan indien nodig, maar nie om geskoolde werk te verrig nie;

„loon” daardie gedeelte van die besoldiging wat ingevolge klousule 4 in die vorm van geld aan ’n werknemer betaalbaar is vir die gewone ure in klousule 10 voorgeskryf: Met dien verstande dat as ’n werkgewer ’n werknemer gereeld vir sodanige gewone werke ’n groter bedrag betaal as dié in klousule 4 voorgeskryf, dit sodanige groter bedrag beteken;

„week” die tydperk van Maandag tot en met Vrydag;

„semi-skilled employee” means an employee engaged in all or any of the following classes of work, namely:

Applying paint to roofs (topside and underside) under the supervision of a journeyman;

painting of structural steel work;

limewashing and cement dressing, other than to the extent provided for in the definition of “unskilled labourer”;

sizing;

oiling all surfaces;

applying floor lacquers and dressings;

painting inside of gutters;

driving tractors;

supervising solely unskilled labourers;

assembling metal windows;

operating floor sanding machines;

making of gutters and soldering in workshop only;

using glazing sprigg guns in workshop only;

operating power driven saws, band resaws, frame saws and cross cut saws on rough timber, including the moving of the fence as required, under the supervision of a journeyman, but excluding the removal, changing, sharpening, hammering and/or setting of saw blades;

performing the work of a boiler attendant;

performing stone work in gardens;

laying of precast surface channels;

laying of precast concrete slabs;

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

operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing or other machinery;

use of Tyrolean or similar machine;

cutting, assembling and nailing roof trusses using jig or template, the fixing and nailing of pre-cut rafters, purlins, bearers, battens, boarding, brandering, runners or cleats in pre-marked positions;

fixing cork or other insulating materials;

erecting steel or wood premade form work in premarked positions;

cutting and drilling to template;

using electric or other type portable saw;

mass fabrication of concrete form work panels in jigs, excluding column boxes;

“stamp” or “Holiday Fund Stamp” means the official stamp referred to in clause 39 and which is issued by the Council;

“structure” includes walls, retaining walls and monuments other than tombstones and burial monuments;

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

“unskilled labourer” means an employee engaged on any or all of the following:

(a) Digging or taking out stone or soil for foundations, trenches, drains and channels;

(b) removing excavated stone and soil;

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

(d) loading or unloading materials;

(e) carrying mortar, brick, stone, concrete or other materials;

(f) cleaning used bricks;

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

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

(i) scaffold erecting and supervision of a competent person;

(j) levelling concrete under supervision;

(k) threading of piping under the supervision of a journeyman;

(l) operating concrete mixers or mortar or other similar machines;

(m) operating and driving mechanical dumpers;

(n) assisting journeymen wherever necessary, but not to perform skilled work;

“wage” means that portion of the remuneration payable in money to an employee in terms of clause 4, in respect of the ordinary hours laid down in clause 10: 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 4, it means such higher amount;

“week” means from Monday to Friday inclusive;

„skuilplek teen reënweer” ’n skuilplek wat op so ’n manier van waterdigte materiaal gebou is dat die persone wat daarin skuil onder alle omstandighede droog gehou word en gemaklik is;
„werkende werkgewer of vennoot” ’n werkgewer of vennoot in ’n vennootskap wat in die Bounywerheid werk en wat self werk verrig soortgelyk aan dié wat enigeen van sy werknemers verrig.

4. LONE

(1) (a) Geen laer lone as die volgende, gelees met die orige bepalings van hierdie klousule, mag deur ’n werkgewer betaal of deur ’n werknemer aangeneem word nie:

Klas werknemer	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 4.1.81	Vanaf 5.1.81 tot 30.6.81	Vanaf 1.7.81
	Per uur R	Per uur R	Per uur R
(i) Ongeskoolde arbeider...	0,40	0,43	0,46
(ii) Halfgeskoolde werknemer...	0,80	0,83	0,86
(iii) Kraanbediener...	0,90	0,94	0,98
(iv) Drywer van ’n motorvoertuig...	0,90	0,94	0,98
(v) Hyserbediener...	0,90	0,94	0,98
(vi) Ambagsman in die verfbedryf...	1,51	1,56	1,62
(vii) Ambagsmanne in ander bedrywe...	1,62	1,67½	1,74

(viii) Leerlinge—

gedurende die eerste jaar diens: 30 persent van ambagsmanskaal;
gedurende die tweede jaar diens: 45 persent van ambagsmanskaal;
gedurende die derde jaar diens: 65 persent van ambagsmanskaal.

Na voltooiing van ’n drie jaar lange leerlingskap kwalifiseer werknemers vir die loon van ’n ambagsman soos voorgeskryf in subparagrafe (vi) en (vii).

(b) By die indeling van ’n werknemer vir die doel van hierdie Ooreenkoms word hy geag in daardie klas te wees waarin hy uitsluitlik of hoofsaaklik werksaam is.

(2) Benewens die loon in subklousule (1) voorgeskryf, moet ’n werkgewer aan sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van ’n uur waarin sodanige werknemer gevaarlike werk verrig.

Vir die toepassing van hierdie subklousule beteken „gevaarlike werk” alle werk wat—

- as gevaarlik geklassifiseer is in ’n statutêre, provinsiale of munisipale wet of regulasie wat betrekking het op die Bounywerheid en in werking is in enige dorp of plek waarin of waarby sodanige werk verrig word;
- aan die buitekant van ’n gebou, uitgesonderd by die oprigting van ’n nuwe gebou, op of van ’n hangsteier, hangstoel of ’n dak- of skuiflee, meer as 9 m bo die grond verrig word in verband met die opknapping, verbouing of herstel van sodanige gebou of die aanbring van ligte of die ophang van vlaggies;
- op ’n alleenstaande skoorsteen of ’n staalbundelskoorsteen meer as 9 m bo die grond verrig word;
- in ou vuilriole gedoen word.

(3) *Vermindering van loon.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging verminder wat aan ’n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree nie, en ’n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer vir dieselfde klas werk in diens is.

5. BETALING VAN LONE, OORTYD- EN ANDER BESOLDIGING

(1) Lone, oortydverdienste en alle ander verskuldigde besoldiging moet wekeliks in kontant betaal word gedurende werkure en voor of om 17h00 op Vrydae, of by diensbeëindiging indien dit voor die gewone betaaldag van die werknemer plaasvind.

Betaling kan egter vóór Vrydag plaasvind indien die werkgewer en

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

„working employer or partner” means any employer or any partner in a partnership which carries out work in the Building Industry who himself performs work similar to that carried out by any of his employees.

4. WAGES

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

Category of employee	From the date of coming into operation of this Agreement up to 4.1.81	From 5.1.81 to 30.6.81	From 1.7.81
	Per hour R	Per hour R	Per hour R
(i) Unskilled labourer	0,40	0,43	0,46
(ii) Semi-skilled employee...	0,80	0,83	0,86
(iii) Operator of a crane	0,90	0,94	0,98
(iv) Motor vehicle driver	0,90	0,94	0,98
(v) Operator of hoist	0,90	0,94	0,98
(vi) Journeyman in the painting trade	1,51	1,56	1,62
(vii) Journeyman in other trades	1,62	1,67½	1,74

(viii) Learners—

for the first year of employment: 30 per cent of journeyman's rate;
for the second year of employment: 45 per cent of journeyman's rate;
for the third year of employment: 65 per cent of journeyman's rate.

On the completion of a three-year learnership, employees qualify for a journeyman's wage as prescribed in subparagraphs (vi) and (vii).

(b) In classifying an employee for the purpose of this Agreement he shall be deemed to be in that class in which he is wholly or mainly engaged.

(2) In addition to the wage 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—

- classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;
- performed on the outside of a building, other than in the course of 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 9 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;
- performed on an independent chimney or steel stack at a height of more than 9 m from the ground level;
- performed in old sewers.

(3) *Reduction in wages.*—Nothing in this Agreement shall operate to reduce the remuneration which is being paid to an employee on the date on which this Agreement comes into operation and any employee who, on the said date, is in receipt of remuneration in excess of that prescribed for his class of work in the Agreement shall continue to receive such higher rate whilst employed by the same employer on the same class of work.

5. PAYMENT OF WAGES, OVERTIME AND OTHER REMUNERATION

(1) Wages, earnings for overtime and all other remuneration due shall be paid in cash, weekly during working hours and not later than 17h00 on Fridays, or on termination of employment if this takes place before the ordinary pay-day of the employee.

Payments may, however, be made on days prior to Friday if agreed

die werknemer daarvoor ooreenkom. Indien Vrydag 'n openbare vakansiedag in die Bounywerheid is, moet betaling op die voorafgaande Donderdag plaasvind.

(2) Lone, oortydverdienste, toelaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, moet in 'n verseelde koevert of houer wees waarop die volgende aangeteken moet wees of wat vergesel moet gaan van 'n staat wat die volgende toon:

- Die werkgewer se naam;
 - die werknemer se naam en beroep;
 - die getal gewone werkure deur die werknemer gewerk;
 - die getal oortydure deur die werknemer gewerk;
 - die werknemer se loon;
 - die besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
 - die besonderhede van enige aftrekkings wat gemaak is;
 - die werklike bedrag wat aan die werknemer uitbetaal is; en
 - die tydperk ten opsigte waarvan die betaling gemaak word.
- (3) 'n Werkgewer mag sy werknemer geen boetes oplê of enige bedrae van sy werknemer se besoldiging aftrek nie, behalwe die volgende:

- Aftrekkings in klousules 21 (1) en (4), 25 en 37 bedoel;
- afrekkings in klousule 29 bedoel;
- enige bedrag wat 'n werkgewer regens of kragtens of ingevolge 'n bevel van 'n bevoegde hof mag of moet aftrek.

6. STUKWERK, TAAKWERK EN AANSPORINGSWERK

(1) Dit is verbode dat werkgewers werk op 'n stukwerk- of taakwerkgrondslag uitbestee en dat werknemers sulke werk verrig.

(2) Behoudens die voorwaarde dat geen werknemer minder betaal mag word as die bedrag waarop hy ingevolge klousule 4 geregtig sou wees nie, kan 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid werk verrig of produksie gelewer. Met dien verstande dat geen sodanige besoldigingstelsel toelaatbaar is nie behalwe in die vorm van 'n aansporingskema oor die voorwaardes waarvan daar ooreengekom is soos uiteengesit in subklousules (3) en (4): Voorts met dien verstande dat vakleerlinge nie toegelaat mag word om aan sodanige aansporingskemas deel te neem nie.

(3) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers instel wat, na raadpleging met engeen van die vakverenigings wat partye by hierdie Ooreenkoms is en wie se lede daarby betrokke is, oor die bepalinge van sodanige skema kan ooreenkom.

(4) Die bepalinge van enige sodanige aansporingskema en enige latere wysigings daarvan waarvoor die komitee mag besluit het, moet op skrif gestel en deur die lede van die komitee onderteken word en mag nie deur die komitee verander of deur engeen van die partye beëindig word nie, tensy die party wat die Ooreenkoms wil verander of beëindig die ander party skriftelik dié kennis gegee het waarvoor die partye ooreengekom het toe sodanige Ooreenkoms aangegaan is.

7. STAPTYD- EN VERVOERTOELAES

(1) Indien 'n werkplek meer as 4,8 km maar hoogstens 12,9 km vanaf die Hoofposkantoor, Queenstown, geleë is, moet die werkgewer die werknemer wat na daardie werkplek gestuur word 'n toelaes van 'n kwartier se loon betaal vir elke 1,6 km of gedeelte daarvan wat meer as die 4,8 km is.

(2) Die toelaes is daaglik slegs vir een rigting betaalbaar.

(3) Die werkgewer is geregtig om vervoer in plaas van bogenoemde te verskaf, of om vervoer ten opsigte van genoemde afstand in albei rigtings te betaal.

(4) Die tyd wat 'n werknemer neem om na of van die werkplek te gaan, moet buite die gewone werkure wees wat in klousule 10 voorgeskryf word.

(5) 'n Werknemer wat op 'n staptyd- of vervoertoelaes geregtig is, moet weekliks daardie toelaes eis en ontvang.

(6) Vir die toepassing van hierdie klousule beteken „werkplek” die werkwinkel of terrein waar die werk verrig word.

8. SLEGS-ARBEID-KONTRAK

Geen werkgewer mag werk op 'n slegs-arbeid-kontrakgrondslag uitbestee nie. Geen werknemer mag werk op so 'n grondslag aanvaar of verrig nie.

9. WERK OP DIE PLATTELAND

Die volgende vervoertoelaes en/of slaapplektoelaes moet deur 'n werkgewer betaal word aan 'n werknemer wat deur hom na 'n plattelandse werkplek gestuur word:

- Indien 'n werknemer daaglik huis toe kan gaan en dit ook doen: Daaglik 'n tweedeklasreterospoorwegkaartjie. Daar word betaal slegs vir tyd wat by die werkplek gewerk word;
- indien 'n werknemer nie daaglik huis toe kan gaan nie—
 - 'n tweedeklasspoorwegkaartjie of soortgelyke vervoer na en

to by the employer and employee. When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding.

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

- The employer's name;
- the employee's name and occupation;
- the number of ordinary hours worked by the employee;
- the number of overtime hours worked by the employee;
- the employee's wage;
- the details of any other remuneration arising out of the employee's employment;
- the details of any deductions made;
- the actual amount paid to the employee; and
- the period in respect of which payment is made.

(3) An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration other than the following:

- Deductions referred to in clauses 21 (1) and (4), 25 and 37;
- deductions referred to in clause 29;
- a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make.

6. PIECE-WORK, TASK-WORK AND INCENTIVE WORK

(1) The giving out by employers, or the performance by employees of work on a piece-work or task-work basis is prohibited.

(2) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clause 4, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in subclauses (3) and (4): Provided further that apprentices shall not be allowed to participate in such incentive schemes.

(3) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which, after consultation with any of the trade union parties to this Agreement whose members are involved, may agree upon the terms of any such scheme.

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

7. WALKING TIME AND TRANSPORT

(1) Whenever a job is situated more than 4,8 km and not more than 12,9 km from the General Post Office, Queenstown, the employer shall pay to an employee sent to work on such a job an allowance of one quarter of an hour's wage for every 1,6 km or part thereof of the distance beyond such 4,8 km.

(2) The allowance shall be payable for one way only daily.

(3) An employer shall be entitled to provide suitable transport in lieu of the foregoing, or pay transport, both ways, in respect of the said distance.

(4) Any time occupied by an employee in proceeding to or from work shall be outside the ordinary hours of work prescribed in clause 10.

(5) An employee entitled to walking time or transport allowance shall claim and be paid such allowance weekly.

(6) For the purposes of this clause, „job” means the workshop or site where work is being performed.

8. LABOUR ONLY CONTRACT

No employer shall give out work on a labour only contract basis. No employee shall accept or perform work on such a basis.

9. COUNTRY JOBS

The following transport allowance and/or allowances for sleeping accommodation shall be paid by an employer to an employee sent by him to work on a country job:

- Where an employee is able and does return to his home every day: Return second class railway fare daily. Only time worked on a job shall be paid for;
- where an employee is unable to return to his home daily—
 - second class railway fare or equivalent transport to and from

van die werkplek af aan die begin en aan die einde van die werk; vir tyd wat slegs gedurende gewone werkure gereis word, word betaal teen die uurloonskaal van die betrokke werknemer in klousule 4 voorgeskryf;

- (ii) geskikte slaapplek naby aan die werkplek en 'n toelae van R1,25 per dag of R1,75 per dag waar geen slaapplek verskaf word nie.

10. WERKURE

- (1) (a) Die gewone werkure is hoogstens—

- (i) 42 uur per week in die geval van ongeskoolde arbeiders;
(ii) 41 uur per week in die geval van alle ander werknemers.

- (b) Behoudens klousule 11 van hierdie Ooreenkoms, mag 'n werkgever nie van 'n werknemer vereis of hom toelaat om buite die volgende ure te werk nie en mag 'n werknemer nie buite sodanige ure werk nie:

- (i) in die geval van ongeskoolde arbeiders:

Maandae tot Vrydae: 07h45 tot 12h45, 13h45 tot 17h09; en

- (ii) in die geval van alle ander werknemers:

Maandae tot Vrydae: 07h45 tot 12h45, 13h45 tot 16h57:

Met dien verstande dat as 'n werkgever vind dat dit nie vir sy werknemers moontlik is om volgens hierdie ure te werk nie, hy ongeskoolde arbeiders kan laat werk vir dieselfde ure as dié wat vir alle ander werknemers voorgeskryf word.

(2) Terwyl hy by 'n werkgever in diens is, mag geen werknemer enige werk in hierdie Ooreenkoms omskryf, buite die Bounywerheid, hetsy vir besoldiging of nie, buite die ure in hierdie klousule geskryf, en ook nie op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag of Nuwejaarsdag of gedurende die jaarlikse verloftydperk, hetsy vir eie rekening of namens 'n ander persoon of persone, werf, onderneem of verrig nie, behalwe dat 'n werknemer slegs vir homself mag werk.

(3) Geen werk behalwe dié in klousule 11 (1) gespesifiseer, mag op Saterdag, Sondag, Paasmaandag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag en Nuwejaarsdag gedoen word nie, behalwe dat 'n werknemer slegs vir homself mag werk.

11. OORTYDWERK, BESOLDIGING VIR OORTYDWERK EN WERK OP SEKERE DAE

(1) 'n Werkgever mag nie van sy werknemer vereis of hom toelaat om oortyd te werk nie, behalwe in die geval van noodsaaklike dienste of in die geval van noodwerk. By die toepassing van hierdie Ooreenkoms word alle tyd wat gewerk word bo en behalwe die getal gewone werkure in klousule 10 voorgeskryf, geag oortydwerk te wees.

(2) *Besoldiging vir oortydwerk.*—Alle werknemers van wie daar vereis word om te werk buite die ure in klousule 10 voorgeskryf, moet soos volg betaal word:

- (a) Ten opsigte van elke uur of gedeelte van 'n uur tot twee uur oortyd wat daagliks van Maandag tot en met Vrydag gewerk word:

- (i) Vakleerlinge, leerlinge en kwekelinge: Een en 'n tiende maal hul uurloon;

- (ii) alle ander werknemers: Die uurloon plus die Vakansiefondsbetaling in klousule 19 (3) (a) vir die betrokke klas werknemer voorgeskryf;

- (b) ten opsigte van elke uur of gedeelte van 'n uur oortyd—

- (i) wat langer as twee uur daagliks van Maandag tot en met Vrydag gewerk word, en

- (ii) wat op Saterdag vóór die middaguur gewerk word: Een en 'n kwart maal sy uurloon;

- (c) ten opsigte van elke uur of gedeelte van 'n uur oortyd—

- (i) ná middag op Saterdag gewerk;

- (ii) op Sondag tot 07h30 op Maandag gewerk;

- (iii) op die openbare vakansiedae gewerk wat in klousule 10 (3) voorgeskryf word;

- (iv) gedurende die jaarlikse verloftydperk gewerk wat in klousule 18 voorgeskryf word, tensy anders vermeld in die vrystellingsertifikaat: Een en 'n derde maal die uurloon van die betrokke werknemer.

(3) 'n Werkgever mag sy werknemer hoogstens 10 uur oortydwerk in 'n week toelaat en 'n werknemer mag hoogstens 10 uur oortydwerk in 'n bepaalde week verrig.

12. DIENSBEÏNDIGING

(1) 'n Werknemer wat sy diens by 'n werkgever wil beëindig en 'n werkgever wat die dienste van sy werknemer wil beëindig, moet minstens een uur kennis gee: Met dien verstande dat dit nie inbreuk maak op die reg van 'n werkgever of werknemer om die dienskontrak weens 'n oorsaak wat regtens as voldoende erken word sonder kennisgewing te beëindig nie.

(2) 'n Werkgever kan aan 'n werknemer een uur se loon gee in plaas

the place of work at the beginning and termination of such work; time occupied in travelling during the ordinary working hours only shall be paid for at the hourly rate of wage of the employee concerned, as prescribed in clause 4;

- (ii) suitable sleeping accommodation in proximity to the place of work and an allowance of R1,25 per day or R1,75 per day where no sleeping accommodation is provided.

10. HOURS OF WORK

- (1) (a) The ordinary hours of work shall not exceed—

- (i) in the case of an unskilled labourer: 42 hours per week;
(ii) in the case of all other employees: 41 hours per week.

- (b) Subject to the provisions of clause 11 of this Agreement, an employer shall not require or permit an employee and an employee shall not work outside the hours set out hereunder:

- (i) In the case of unskilled labourers:

Mondays to Fridays 07h45 to 12h45, 13h45 to 17h09; and

- (ii) in the case of all other employees:

Mondays to Fridays 07h45 to 12h45, 13h45 to 16h57:

Provided that should an employer find it not practicable for his employees to adhere to these hours, he may work unskilled labourers for the same hours as laid down for all other employees.

(2) No employee whilst in the employ of an employer shall solicit, undertake or perform any work described in this Agreement outside of the Building Industry, whether for remuneration or not, outside the hours prescribed in this clause, nor on Saturdays, Sundays, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day or New Year's Day or during the annual leave period, either on his own account or on behalf of any other person or persons, save that an employee may perform work for himself only.

(3) No work other than that specified in clause 11 (1) shall be performed on Saturdays, Sundays, Easter Monday, Good Friday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day and New Year's Day, save that an employee may perform work for himself only.

11. OVERTIME, PAYMENT FOR OVERTIME AND WORK ON CERTAIN DAYS

(1) An employer shall not require or allow an employee to work overtime except on essential services or in cases of emergency work. For the purposes of this Agreement all time worked in excess of the number of ordinary hours of work prescribed in clause 10 shall be deemed to be overtime.

(2) *Payment for overtime.*—Any employee who is required to work any time outside the hours of work prescribed in clause 10 shall be paid—

- (a) in respect of each hour or part of an hour overtime up to two hours worked daily between Monday and Friday inclusive:

- (i) Apprentices, learners and trainees: One and one tenth times his hourly wage;

- (ii) all other employees: The hourly wage plus the Holiday Fund payment prescribed for the class of employee concerned in clause 19 (3) (a);

- (b) in respect of each hour or part of an hour overtime worked—

- (i) in excess of two hours daily between Monday and Friday, inclusive, and

- (ii) on Saturday prior to noon: One and one quarter times his hourly wage;

- (c) in respect of each hour or part of an hour overtime worked—

- (i) after noon on Saturdays;

- (ii) on Sunday until 07h30 on Monday;

- (iii) on the public holidays prescribed in clause 10 (3);

- (iv) during the annual leave period prescribed in clause 18, unless otherwise stated in the certificate of exemption: One and one third times the hourly wage of the employee concerned.

(3) No employer shall permit his employee to work and no employee shall work more than 10 hours overtime in any one week.

12. TERMINATION OF EMPLOYMENT

(1) An employee desirous of terminating his employment with an employer and an employer desirous of terminating the services of his employee shall give not less than one hour's notice: Provided that this shall not affect the right of an employer or employee to terminate the contract of employment without notice for any cause recognised by law as sufficient.

(2) An employer may give an employee one hour's pay in lieu of the

van die kennisgewing waarop sodanige werknemer kragtens subklousule (1) geregtig is, en 'n werknemer kan 'n werkgewer eweneens een uur se loon gee in plaas van die kennisgewing waarop sodanige werkgewer geregtig is.

13. SKUILPLEK TYDENS REËNWEER

Op enige terrein waar bouwerkzaamhede verrig word, moet werkgewers 'n behoorlike skuilplek verskaf waar werknemers gedurende reënweer kan skuil.

14. LATRINES

Alle werkgewers moet by alle werkplekke behoorlike afsonderlike sanitêre geriewe vir Blanke en Nie-Blanke werkers verskaf.

15. TEEPOUSE

Elke werkgewer moet gedurende die oggendskof 'n teepouse van 10 minute aan sy werknemers toestaan.

16. WERKENDE WERKGEWER OF VENNOOT

Alle werkende werkgewers en/of vennote of hul regstreekse verteenwoordigers moet die werkure nakom wat in klousule 10 voorgeskryf word.

17. KENNISGEWINGBORD

Elke werkgewer en alle werkgewers wat in vennootskap werk, moet, waar werk in die Bounwyerheid ook al deur hom of hulle uitgevoer word, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord van minstens 60 cm by 45 cm vertoon, waarop die naam en besigheidsadres van sodanige werkgewer of vennootskap vermeld word. Hierdie klousule is slegs van toepassing op werk wat sewe dae of langer duur.

18. JAARLIKSE VERLOF

Tensy die toestemming van die Raad vooraf skriftelik verkry word, mag geen werkgewer in die Nywerheid gedurende die volgende tydperke werk onderneem of van 'n werknemer vereis of hom toelaat om werk te verrig nie en mag geen werknemer in die Nywerheid werk onderneem of verrig nie:

Tussen 17h00 op 12 Desember 1980 en 07h48 op 5 Januarie 1981.

19. BESOLDIGING TEN OPSIGTE VAN JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

- (1) (a) Geloftedag, Kersdag en Nuwejaarsdag is verpligte vakansiedae met besoldiging vir alle werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, en betaling moet geskied op die wyse en volgens die lone in die verdere bepalings van hierdie klousule voorgeskryf: Met dien verstande dat vakleerlinge en leerlinge betaal moet word asof hulle werklik die gewone werkure op dié dae gewerk het.
- (b) Goeie Vrydag, Paasmaandag, Hemelvaartsdag en Republiekdag is verpligte vakansiedae met besoldiging vir alle werknemers en betaling moet geskied op die eerste betaaldag ná sodanige vakansiedag: Met dien verstande dat—
 - (i) as 'n verpligte vakansiedag met besoldiging soos in paragraaf (b) bedoel op 'n Saterdag val, 'n werknemer nie op betaling vir daardie dag geregtig is nie: Met dien verstande dat, as Republiekdag op dieselfde dag val as een van die ander verpligte vakansiedae met besoldiging soos in paragraaf (b) bedoel, 'n werknemer besoldig moet word teen minstens sy gewone loonskaal asof hy op dié dag sy gewone werkure gewerk het;
 - (ii) indien 'n werknemer van sy werk afwesig is op die werkdag onmiddellik voor en/of ná die verpligte vakansiedag in paragraaf (b) bedoel, hy nie geregtig is op die betaling in hierdie paragraaf bedoel nie: Voorts met dien verstande dat hierdie voorbehoudsbepaling nie van toepassing is ten opsigte van 'n werknemer wat in opdrag of op versoek van sy werkgewer van sy werk afwesig is nie;
 - (iii) geen werkgewer 'n werknemer voor enige verpligte vakansiedag met besoldiging in paragraaf (b) bedoel, mag afbetaal ten einde hierdie subklousule te omseil nie.
- (c) Ingeval 'n verpligte vakansiedag met besoldiging in hierdie subklousule bedoel op 'n Sondag val, moet die daaropvolgende Maandag as die vakansiedag met besoldiging beskou word.
- (3) Benewens die besoldiging wat ingevolge klousule 4 van hierdie Ooreenkoms betaalbaar is, moet elke werkgewer—
 - (a) aan elkeen van ondergenoemde werknemers in sy diens, vir die gewone tyd wat elke sodanige werknemer in sy diens gewerk het

notice to which such employee may be entitled in terms of subclause (1) and an employee may similarly give an employer one hour's pay in lieu of the notice to which such employer is entitled.

13. WET WEATHER SHELTER

At any site where building operations are being conducted, employers shall provide suitable accommodation in which employees may take shelter during wet weather.

14. LATRINES

Proper sanitary accommodation shall be provided by all employers on all jobs for White and Non-White workers separately.

15. TEA INTERVAL

A tea interval of 10 minutes shall be allowed by every employer to his employees during the morning shift.

16. WORKING EMPLOYER OR PARTNER

Every working employer and/or partner or his direct representative shall observe the working hours prescribed in clause 10.

17. NOTICE BOARD

Every employer and all employers working in partnership shall, wherever operations in the Building Industry are being carried out by him or them, display in a conspicuous place accessible to the public, a notice board of a size not less than 60 cm by 45 cm showing the name and business address of such employer or partnership.

This clause shall only apply to jobs of seven days' duration and longer.

18. ANNUAL LEAVE

Unless the consent of the Council has first been obtained, in writing, no employer shall perform or require or allow an employee to perform work and no employee shall undertake or perform work in the Industry during the periods:

Between 17h00 on 12 December 1980 and 07h48 on 5 January 1981.

19. PAYMENT IN RESPECT OF ANNUAL LEAVE AND PUBLIC HOLIDAYS

- (1) (a) Day of the Covenant, Christmas Day and New Year's Day shall be compulsory paid holidays for all employees for whom wages are prescribed in clause 4 of this Agreement and payment shall be made in the manner provided for and at the rates prescribed in the further provisions of this clause: Provided that apprentices and learners shall be paid as though they had, in fact, worked the ordinary hours of work on those days.
- (b) Good Friday, Easter Monday, Ascension Day and Republic Day shall be compulsory paid holidays for all employees and payment shall be made on the first pay-day following such holiday: Provided that—
 - (i) when a compulsory paid holiday referred to in paragraph (b) falls on a Saturday an employee shall not be entitled to any payment for that day: Provided that, when Republic Day falls on the same day as any of the other compulsory paid holidays referred to in paragraph (b), an employee shall be paid at not less than his ordinary rate of wage as if he had on such day worked the ordinary hours of work;
 - (ii) if an employee is absent from work on the working day immediately prior to and/or following the compulsory paid holidays referred to in paragraph (b) he shall not be entitled to the payment referred to in this paragraph: Provided further that this proviso shall not apply in respect of an employee who is absent from work on the instructions or at the request of his employer;
 - (iii) no employer shall retrench any employees immediately prior to any compulsory paid holidays referred to in paragraph (b) for the purpose of evading the provisions of this subclause.
- (c) In the event of a compulsory paid holiday referred to in this subclause falling on a Sunday, the Monday following shall be observed as a paid holiday.
- (3) In addition to the remuneration payable in terms of clause 4 of this Agreement, every employer shall pay to—
 - (a) each of the undermentioned employees in his employ in respect of the ordinary time worked by each such employee in his employ the following Holiday Fund allowance, which allowance

die volgende Vakansiefondstoelae betaal, en sodanige toelae moet betaling vir Geloftedag, Kersdag en Nuwejaarsdag insluit:

Klas werknemer	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 31.10.80	Vanaf 3.11.80
	Per uur c	Per uur c
(i) Ongeskoolde arbeider	3	3
(ii) Halfgeskoolde werknemer	6	6
(iii) Kraanbediener	7	7
(iv) Drywer van 'n motorvoertuig	7	7
(v) Hyserbediener	7	7
(vi) Ambagsman in die verfbedryf	11½	12
(vii) Ambagsman in ander bedrywe	12	12½

- (b) *Vakleerlinge en leerlinge.*—Elke werknemer moet aan elke vakleerling en leerling in sy diens op die laaste betaaldag voor die aanvang van die verloftydperk in klousule 18 bedoel die loon betaal wat daardie vakleerling of leerling sou verdien het as hy gedurende genoemde verloftydperk vir sy werkgever bly werk het: Met dien verstande dat in die geval van 'n vakleerling of leerling wie se dienskontrak beëindig word voor die laaste dag wat die aanvang van die verloftydperk in klousule 18 bedoel, voorafgaan, die werkgever aan sodanige vakleerling of leerling 'n bedrag gelyk aan een vyfde van sy weekloon moet betaal ten opsigte van elke voltooide maand diens gedurende die tydperk sedert hy laas op verlof geregtig geword het.

20. VOORTSETTING EN ADMINISTRASIE VAN VAKANSIEFONDS

(1) Die Fonds ingestel by Goewermentskennisgewing 1984 van 30 September 1955, wat bekend staan as die „Vakansiefonds vir die Bounywerheid, Queenstown” (hierna die „Fonds” genoem), word hierby voortgesit.

(2) Die Fonds bestaan uit geld wat aan hom toeval uit die verkoop van seëls soos in klousule 21 bepaal. Alle geld ontvang, moet binne twee dae na ontvangs daarvan in 'n bank in die krediet van die Fonds inbetaal word, of indien daar 'n bankvakansiedag tussenin kom, so spoedig moontlik daarna.

(3) Alle geld wat aan die Fonds behoort, kan na goeddunke van die Raad van tyd tot tyd in Staatseffekte of op vaste deposito of onmiddellik opeisbaar in 'n bank of bougenootskap belê word en alle rente op sodanige beleggings val aan die algemene fondse van die Raad toe.

(4) Alle geld ontvang uit die verkoop van Vakansiefondsboekies wat deur die Raad verskaf word, val aan die algemene fondse van die Raad toe as vergoeding vir die administrasie van die Fonds.

(5) Alle trekkings op die Vakansiefonds se bankrekening of beleggings moet per tjek of dokument geskied wat geteken moet word deur die sekretaris en/of tesourier en sodanige ander persoon of persone as wat die Raad aanstel.

(6) Die Raad kan die reëls opstel wat hy nodig ag met betrekking tot die behoorlike werking en die administrasie van die Fonds vir sover dit nie onbestaanbaar met hierdie klousule is nie.

(7) Die Raad moet 'n sekretaris en/of tesourier aanstel wat bekend sal staan as die sekretaris en/of tesourier van die Fonds, en enige ander personeel wat hy nodig ag vir die behoorlike administrasie van die Fonds. Die salarisse van sodanige amptenare en alle ander uitgawes moet uit die algemene fondse van die Raad betaal word.

(8) Een of meer ouditeurs wat deur die Raad aangestel moet word, moet die rekenings van die Fonds jaarliks ouditeer en voor of op 30 Junie 'n staat opstel wat die volgende toon:

- Alle geld ontvang; en
- uitgawes onder alle hoofde aangegaan gedurende die 12 maande wat op die vorige 30 Junie geëindig het, saam met 'n staat wat die Fonds se bates en laste toon.

Ware afskrifte van hierdie state wat deur die Voorsitter van die Raad medeonderteken moet word en die ouditeur se verslag daarvoor moet op die Raad se kantoor ter insae lê. Sertifikate van sowel die state as die ouditeur se verslag daarvoor moet so spoedig moontlik daarna, maar voor of op 30 September elke jaar by die Nywerheidsregistrateur ingedien word.

21. VAKANSIEFONDS

(1) Elke werkgever moet, op elke betaaldag, die bedrae hieronder genoem, aftrek van die besoldiging wat elke week verskuldig is aan elke

shall include payment in respect of Day of the Covenant, Christmas Day and New Year's Day:

Category of employee	From the date of coming into operation of this Agreement up to 31.10.80	From 3.11.80
	Per hour c	Per hour c
(i) Unskilled labourer	3	3
(ii) Semi-skilled employee	6	6
(iii) Operator of crane	7	7
(iv) Motor vehicle driver	7	7
(v) Operator of hoist	7	7
(vi) Journeyman in the painting trade	11½	12
(vii) Journeyman in other trades	12	12½

- (b) *Apprentices and learners.*—Every employer shall pay to every apprentice and learner in his employ on the last day prior to the commencement of the leave period referred to in clause 18, the wages which such apprentice or learner would have earned if he had continued to work for his employer during the said leave period: Provided that in the case of an apprentice or learner whose contract of employment is terminated prior to the last day preceding the commencement of the leave period referred to in clause 18, the employer shall pay to such apprentice or learner an amount equal to one fifth of his weekly wage in respect of each completed month of service during the period since he last qualified for leave.

20. CONTINUATION AND ADMINISTRATION OF HOLIDAY FUND

(1) The Fund established under Government Notice 1984 of 30 September 1955, and known as the “Queenstown Holiday Fund for the Building Industry” (hereinafter referred to as the “Fund”) is hereby continued.

(2) The Fund shall consist of moneys accruing from the sale of stamps as provided for in clause 21. All moneys received shall be deposited in a bank to the credit of the Fund within two days after receipt thereof, or should a bank holiday intervene, as soon as possible thereafter.

(3) Any moneys belonging to the Fund may be invested from time to time in Government securities, or on fixed deposit or on call with a bank or building society, in the discretion of the Council and any interest accruing from such investments shall accrue to the general funds of the Council.

(4) Any funds accruing from the sale of Holiday Fund books supplied by the Council shall accrue to the general funds of the Council in consideration of the administration of this Fund.

(5) All withdrawals from the Holiday Fund bank account or investments shall be made by cheque or document, signed by the secretary and/or treasurer and such other person or persons as the Council may appoint.

(6) The Council may make such rules as it deems necessary relevant to proper functioning of the Fund and the administration of the Fund in so far as it is not inconsistent with the provisions of this clause.

(7) The Council shall appoint a secretary and/or treasurer who shall be known as the secretary and/or treasurer of the Fund, and such other staff as may be necessary for the proper administration of the Fund. The salaries of such officials and all other expenses shall be paid from the general funds of the Council.

(8) An auditor or auditors to be appointed by the Council shall audit the accounts of the Fund annually and shall not later than 30 June prepare a statement showing—

- all moneys received; and
- expenditure incurred under all headings for the 12 months ended 30 June, preceding, together with a statement showing the assets and liabilities of the Fund.

True copies of these statements which shall be countersigned by the Chairman of the Council, and the auditor's report thereon shall be available for inspection at the Council's office. Certificates of both statements and the auditor's report thereon shall as soon as possible thereafter but not later than 30 September of each year be presented to the Industrial Registrar.

21. HOLIDAY FUND

(1) Every employer shall, on each pay-day, deduct from the remuneration due every week to each member of the undermentioned classes of

lid van ondergenoemde klasse werknemers wat gedurende daardie week minstens agt uur vir hom gewerk het:

Klas werknemer	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 31.10.80	Vanaf 3.11.80
	Waarde van seël per week R	Waarde van seël per week R
(a) Ongeskoolde arbeider	1,26	1,26
(b) Halfgeskoolde werknemer	2,46	2,46
(c) Kraanbediener	2,87	2,87
(d) Drywer van 'n motorvoertuig	2,87	2,87
(e) Hyserbediener	2,87	2,87
(f) Ambagsman in die verfbedryf ...	4,72	4,92
(g) Ambagsman in ander bedrywe ..	4,92	5,13:

Met dien verstande dat indien 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, die aftrekking vir daardie week gemaak moet word deur die werkgever wat hom gedurende daardie week eerste vir minstens agt uur in diens geneem het: Voorts met dien verstande dat geen aftrekkings gemaak moet word ten opsigte van 'n werknemer wat minder as agt uur in 'n bepaalde week gewerk het nie.

(2) Die werkgever moet ten opsigte van die bedrae wat aldus kragtens subklousule (1) deur hom afgetrek is, op elke betaaldag aan elkeen van sy betrokke werknemers 'n seël ter waarde van sulke bedrae uitreik, deur hom met sy naam gerojear en met die datum daarop aangebring, en elke werknemer moet sodanige seëls in sy bydraeboekie inplak wat hy moet hou.

(3) Die seëls in subklousule (2) bedoel, moet deur die werkgever van die sekretaris van die Fonds gekoop word en 'n voldoende voorraad daarvan moet te alle tye deur die werkgever gehou word: Met dien verstande dat 'n werkgever 'n terugbetaling van die Fonds ter waarde van alle ongebruikte seëls kan vorder. Aansoek om sodanige terugbetaling moet geskied voor of op 'n datum wat deur die Raad vasgestel en waarvan kennis aan alle werkgevers gegee moet word.

(4) Aansoek om 'n bydraeboekie ten opsigte van elkeen van sy betrokke werknemers moet deur die werkgever gedoen word op 'n vorm wat jaarliks van die Raad verkry moet word. Die koste van 'n bydraeboekie is 7c vir 'n ongeskoolde arbeider en 15c vir alle ander werknemers. 'n Werkgever moet die koste van elke bydraeboekie aan die sekretaris van die Raad betaal en hy is daarop geregtig om die bedrag wat aldus deur hom betaal is, ondanks enige ander bepalinge van hierdie Ooreenkoms, van die loon van die betrokke werknemer af te trek.

(5) So spoedig moontlik ná die laaste betaaldag in Oktober elke jaar en nie later nie as 10 dae voor die aanvang van die verloftydperk in klousule 18 voorgeskryf, moet elke werknemer sy bydraeboekie by die sekretaris van die Fonds laat in ruil vir 'n bewyskaart, en die sekretaris moet die bedrag vasstel wat aan die werknemer verskuldig is soos blyk uit die waarde van die seëls wat in sy bydraeboekie geplak is en aan die werknemer die betrokke bedrag voor of op die dag vóór die aanvang van die verloftydperk betaal.

(6) Die Fonds is nie aanspreeklik vir uitbetaling ten opsigte van seëls wat ingevolge hierdie klousule aan 'n werknemer uitgereik is nie, tensy sulke seëls ooreenkomstig subklousule (2) in 'n bydraeboekie geplak is en nie later nie as 10 dae voor die aanvang van die verloftydperk by die sekretaris van die Fonds ingedien is: Met dien verstande dat die Raad die sekretaris van die Fonds kan magtig om betaling te doen aan 'n werknemer wat om 'n goeie rede wat deur die Raad bepaal word, nie sy bydraeboekie teen sodanige datum ingedien het nie.

(7) 'n Werknemer is nie daarop geregtig om vóór die dag onmiddellik voor die aanvang van die volgende verloftydperk betaling te eis vir seëls wat voor die laaste betaaldag in Oktober van enige jaar aan hom uitgereik is nie. Die Raad kan egter sodanige betaling magtig indien hy dit raadsaam ag. Ingeval van die dood van die werknemer moet die bedrag wat uit voornoemde Fonds aan hom verskuldig is, by oorhandiging van sy bydraeboekie aan die sekretaris van die Fonds per tjek aan sy boedel uitbetaal word.

(8) Hierby word voorsiening gemaak vir die uitreiking van 'n spesiale spaarseël ter waarde van 50c. Hierdie seël kan deur werkgevers namens hul werknemers of deur werknemers self van die Raad gekoop word. Die koop en aflossing van sodanige seëls is *mutatis mutandis* onderworpe aan die voorafgaande bepalinge van hierdie klousule.

(9) Die bydraeboekies en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en geen geld wat daarkragtens verskuldig is,

employees who has worked for him for not less than eight hours during that week, the amounts scheduled hereunder:

Category of employee	From the date of coming into operation of this Agreement up to 31.10.80	From 3.11.80
	Value of stamp per week R	Value of stamp per week R
(a) Unskilled labourer	1,26	1,26
(b) Semi-skilled employee	2,46	2,46
(c) Operator of a crane	2,87	2,87
(d) Motor vehicle driver	2,87	2,87
(e) Operator of hoist	2,87	2,87
(f) Journeyman in the painting trade	4,72	4,92
(g) Journeyman in other trades	4,92	5,13:

Provided 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 the employee was first employed during that week for more than eight hours: Provided further that no deductions shall be made in respect of an employee who has worked for less than eight hours in any one week.

(2) The employer shall in respect of the amounts so deducted by him in terms of subclause (1) issue on each pay-day to each of his employees concerned, a stamp, cancelled by him with his name and the date endorsed thereon, to the value of such amounts, and each employee shall affix such stamp in his contribution book which shall be retained by him.

(3) The stamps referred to in subclause (2) shall be purchased by the employer from the secretary of the Fund and an adequate supply hereof shall at all times be maintained by the employer: Provided that an employer may obtain a refund from the Fund of the value of any unused stamps. An application for such refund shall be made not later than a date to be fixed by the Council and notified to all employers.

(4) Applications for a contribution book in respect of each of his employees concerned shall be made by the employer on a form to be obtained from the Council annually. The cost of a contribution book shall be 7c in respect of an unskilled labourer and 15c in respect of any other employee. An employer shall pay the cost of each contribution book to the Secretary of the Council and shall be entitled to deduct the amount so paid by him from the wages of the employee concerned, notwithstanding any other provisions of this Agreement.

(5) As early as possible after the last pay-day in October in each year and not later than 10 days prior to the commencement of the leave period prescribed in clause 18, every employee shall deposit his contribution book with the secretary of the Fund in exchange for a receipt card and the secretary shall ascertain the amount due to the employee as reflected by the value of the stamps affixed to his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the leave period.

(6) The Fund shall not be liable to make payment in respect of any stamps issued to employees in terms of this clause unless such stamps are affixed in a contribution book in terms of subclause (2) and such contribution book is deposited with the secretary of the Fund not later than 10 days before the commencement of the leave period: Provided that the Council may authorise the secretary of the Fund to make payment to any employee who for some good reason determined by the Council has not lodged his contribution book by such date.

(7) An employee shall not be entitled to claim payment for any stamps issued to him prior to the last pay-day in October in any year, until the day immediately preceding the commencement of the following leave period. The Council, however, shall have the right to authorise such payment if, in its discretion, it is considered advisable to do so. In case of death of the employee the amount due to him from the aforesaid Fund shall be paid to his estate by cheque drawn in favour of such estate on his contribution book being lodged with the secretary of the Fund.

(8) Provision is hereby made for the issue of a special savings stamp to the value of 50c. This stamp may be purchased from the Council by employers on behalf of employees or by employees themselves. The purchase and redemption of such stamps shall be subject, *mutatis mutandis*, to the foregoing provisions of this clause.

(9) The contribution books and stamps issued to employees are not transferable and no moneys due in terms thereof can be ceded or

mag gesedeer of in pand gegee word nie. Seëls wat deur iemand verkry word behalwe ingevolge hierdie Ooreenkoms kan deur die Raad verbeurd verklaar word ten bate van die algemene fondse van die Raad.

(10) Onopgeëiste geld in die krediet van die Vakansiefonds aan die einde van elke jaar moet ten bate van die algemene fondse van die Raad oorgedra word indien dit nie voor of op 30 Junie die volgende jaar opgeëis word nie. Niks in hierdie subklousule word geag die Raad te verhinder om betaling te eniger tyd na 30 Junie elke volgende jaar te maak nie en die Raad is verplig om die meriete van alle eise om betaling na 30 Junie elke volgende jaar te oorweeg en daaroor te besluit.

(11) Ingeval hierdie Ooreenkoms deur verloop van tyd verstryk of weens 'n ander oorsaak beëindig word, moet die Raad die Fonds bly beheer totdat dit of gelikwyder of deur die Raad oorgedra is aan 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds ingestel is of in 'n daaropvolgende ooreenkoms voortgesit word.

(12) Ingeval die Raad ontbind word of ingeval hy sy werksaamhede staak gedurende die tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, kan die Nywerheidsregistrator 'n komitee aanstel bestaande uit 'n gelyke getal werkgewer- en werknemerverteenwoordigers in die Nywerheid, en moet dié komitee die Fonds bly beheer. Vakatures wat in die komitee ontstaan, kan deur die Registrator gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde die ewewig tussen werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Ingeval die komitee nie in staat is nie of onwillig is om sy werk te verrig, of ingeval 'n dooie punt ontstaan wat, na die mening van die Registrator, die beheer van die Fonds ondoenlik of onwenslik maak, kan hy een of meer trustees aanstel om die werk van die komitee te verrig, wat vir dié doel al die bevoegdhede van die komitee besit. Indien daar by verstryking van hierdie Ooreenkoms geen Raad is nie, moet die Fonds deur die komitee wat ooreenkomstig hierdie subklousule funksioneer of, na gelang van die geval, deur die trustee of trustees gelikwyder word en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwyder en sy bates verdeel is, moet die balans van die Fonds verdeel word soos bepaal by artikel 34 (4) van die Wet, asof dit deel van die algemene fondse van die Raad uitmaak.

(13) By likwidasië van die Fonds ooreenkomstig subklousule (11), moet die geld wat in die krediet van die Fonds oorbly, ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasië-koste, aan die algemene fondse van die Raad betaal word.

22. EERSTEHULP

Op alle persele waar werknemers by hom in diens is, moet elke werkgewer behoorlike uitrusting vir eerstehulp verskaf en dit in 'n goeie toestand hou.

23. ADMINISTRASIE VAN OOREENKOMS

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

24. VRYSTELLINGS

(1) Die Raad kan om afdoende redes aan 'n persoon of persone skriftelike vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van 'n persoon aan wie vrystelling kragtens hierdie klousule verleen word, die voorwaardes stel waarop die vrystelling verleen word, asook die tydperk waarvoor die vrystelling van krag is. Met dien verstande dat die Raad na goëddunke en nadat kennis skriftelik aan die betrokke persoon of persone gegee is, 'n vrystellingsertifikaat kan intrek.

(3) 'n Vrystellingsertifikaat wat deur die Sekretaris van die Raad onderteken is, moet aan elke vrygestelde persoon uitgereik word. 'n Vrystellingsertifikaat is in geen ander gebied as dié waarvoor dit uitgereik is, geldig nie.

(4) 'n Vrystellingsertifikaat kan gedurende die tydperk waarvoor dit uitgereik is, te eniger tyd deur die Raad, sonder opgawe van redes, gewysig of ingetrek word.

(5) 'n Werkgewer moet die gewysigde voorwaardes nakom soos vasgestel deur 'n vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is.

25. ALGEMENE FONDSE

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 20c per week aftrek van die verdienste van elk van sy werknemers vir wie 'n loon in klousule 4 (1) (a) (vi) en (vii) voorgeskryf word en 5c per week van alle ander werknemers, en by elke 20c aldus afgetrek, moet die werkgewer 15c voeg, en by elke 5c aldus afgetrek, moet hy 5c voeg, en genoemde bedraë moet deur die werkgewer ooreenkom-

pledged. Stamps acquired by any person otherwise than in terms of this Agreement may be confiscated by the Council for the benefit of the general funds of the Council.

(10) Any unclaimed moneys standing to the credit of the Holiday Fund at the end of each year, shall be transferred to the benefit of the general funds of the Council if not claimed not later than 30 June of the following year. Nothing in this subclause shall be deemed to prevent the Council from making payment at any time after 30 June each following year and it shall be obligatory on the Council to consider and decide on the merits of all claims for payment after 30 June each following year.

(11) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause the Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created or continued in a subsequent agreement.

(12) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employers or 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 Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all powers of the committee for such purpose. If upon the expiration of this Agreement there is no Council in existence, the Fund shall be liquidated by the Committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act, as if it formed part of the general funds of the Council.

(13) Upon liquidation of the Fund in terms of subclause (11), the moneys remaining to the credit of the Fund, after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

22. FIRST AID

Every employer shall provide and maintain in good order suitable first-aid equipment on any premises where employees are employed by him.

23. ADMINISTRATION OF AGREEMENT

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

24. EXEMPTIONS

(1) The Council may, in writing, grant an exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw any certificate of exemption.

(3) A certificate of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(4) A certificate of exemption may be amended or withdrawn by the Council at any time during the period for which it was granted without assigning any reason.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

25. GENERAL FUND

(1) For the purpose of meeting the expenses of the Council, each employer shall deduct 20c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) and 5c per week from all other employees, and for every 20c so deducted the employer shall contribute 15c and for every 5c so deducted the employer shall contribute 5c and the said amounts shall be

stig die prosedure wat in subklousule (2) voorgeskryf word, aan die Raad gestuur word: Met dien verstande dat die bedrag wat ten opsigte van hierdie klousule deur 'n werkgewer betaalbaar is, in geen week minder as R1 moet wees nie.

(2) Alle bedrae wat ten opsigte van die vorige maand se verskuldigde geld ooreenkomstig subklousule (1) betaal moet word, tesame met 'n opgawe van die getal werknemers in diens en hul ambagte en die besonderhede in subklousule (3) genoem, moet voor of op die sewende dag van elke maand aan die Sekretaris van die Raad gestuur word.

(3) Elke werkgewer moet, wanneer hy sy bydraes aan die Raad stuur, op die gedrukte vorms wat deur die Raad verskaf word, 'n lys verstrek van die ambagsmanne wat by hom in diens is.

(4) Indien 'n werkgewer nie werknemers soos in subklousule (1) gespesifiseer, in diens gehad het nie, moet sodanige werkgewer nogtans voor of op die sewende dag van die maand 'n opgawe indien met die woorde „Geen werknemers” oor die vorm geskryf, tesame met die minimum bydrae van R1 per week soos in subklousule (1) voorgeskryf.

(5) 'n Werknemer wat versuim om die werklike bedrag wat elke week ingevolge hierdie klousule betaalbaar is, te betaal, moet 'n bedrag gelyk aan 10 persent van die verskil tussen die bedrag betaalbaar en die bedrag wat in werklikheid betaal is, betaal bykomend by die bedrag wat te min betaal is.

26. REGISTRASIE VAN WERKGEWERS

- (1) (a) Elke werkgewer in die Bounywerheid wat nie alreeds ingevolge 'n vorige ooreenkoms by die Raad geregistreer is nie, moet binne sewe dae na die datum waarop hy 'n werkgewer geword het of waarop hierdie Ooreenkoms in werking getree het, naamlik die jongste datum, die volgende besonderhede aan die Sekretaris van die Raad stuur op 'n vorm wat deur die Raad voorgeskryf is:
 - (i) Sy volle naam en woonadres;
 - (ii) sy sakeadres (nie 'n posbusnommer nie);
 - (iii) die bedryf of bedrywe wat hy in die Bounywerheid beoefen;
 - (iv) die volle benaming of betiteling waaronder hy sake gaan doen.
- (b) As die werkgewer 'n vennootskap of 'n maatskappy is, moet die inligting ingevolge paragraaf (a) ten opsigte van elke vennoot, direkteur, ens., verstrek word.
- (c) Elke individuele werkgewer, vennootskap of maatskappy moet—
 - (i) die Raad binne 14 dae skriftelik in kennis stel van enige verandering in die benaming, betiteling, bestuur, vennote of adres van sodanige onderneming;
 - (ii) die Raad binne 14 dae skriftelik in kennis stel van enige permanente verandering in die aard van die saak se werksaamhede of van enige bykomende werksaamhede wat onder die bestaande geregistreerde naam, benaming of betiteling verrig word;
 - (iii) die Raad binne 14 dae nadat werksaamhede in die Bounywerheid gestaak is, skriftelik daarvan in kennis stel.
- (2) Elke werkgewer in die Nywerheid op die datum van inwerking-treding van hierdie Ooreenkoms, en elke werkgewer wat na daardie datum tot die nywerheid oortree, moet binne sewe dae na sodanige datum, of die datum waarop sodanige werkgewer met sy werksaamhede begin, na gelang van die geval, 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om twee weke die betaling ten opsigte van sy werknemers te dek van—
 - (a) lone soos in hierdie Ooreenkoms voorgeskryf;
 - (b) ander geldelike verpligtinge waarvoor die werkgewer ingevolge hierdie of enige ander Ooreenkoms van die Raad aanspreeklik is;

Met dien verstande dat die waarborg wat 'n werkgewer gee, vir 'n bedrag van minstens R250 moet wees, ongeag die getal werknemers in diens van sodanige werkgewer.

(3) Die sekretaris van die Raad moet die waarborg waarna in subklousule (2) verwys word aan die betrokke werkgewer terugstuur nadat hy ingevolge subklousule (1) (c) (iii) van die beëindiging van sake in kennis gestel is.

27. AGENTE

- (1) Die Raad moet een of meer persone aanstel as agent of agente om met die uitvoering van hierdie Ooreenkoms behulpsaam te wees. 'n Agent het die reg om—
 - (a) te eniger tyd alle persele of plekke waar werksaamhede in die Bounywerheid uitgeoefen word, te betree indien hy redelike grond het om te vermoed dat 'n persoon daarin werksaam is;
 - (b) enige persoon wat hy in of by die perseel of plek aantref, hetsy alleen of in teenwoordigheid van 'n ander persoon wat hy geskik ag, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het, en van daardie persoon te vereis om die vrae wat gestel word, te beantwoord;
 - (c) te eis dat dié boeke, tydstate, registers en dokumente wat hy

paid by the employer to the Council, in accordance with the procedure prescribed in subclause (2): Provided that the amount payable by an employer in respect of this clause shall not be less than R1 in any week.

(2) All amounts payable in accordance with the provisions of subclause (1) in respect of the previous month's dues, together with a statement showing the number of employees employed and their trades, as well as the particulars referred to in subclause (3), shall be forwarded by the employer to the Secretary of the Council not later than the seventh day of each month.

(3) Every employer shall, when forwarding his contributions to the Council, on printed forms supplied by the Council, enclose a list of the journeymen employed by him.

(4) Where an employer did not employ any employees as specified in subclause (1), such employer shall nevertheless submit a return on or before the seventh day of the month with the words "No employees" written across the form together with the minimum contribution of R1 per week as prescribed in subclause (1).

(5) An employer who fails to pay the actual amount due each week in terms of this clause, shall pay an amount of 10 per cent of the difference between the amount due and the amount actually paid, in addition to the amount underpaid.

26. REGISTRATION OF EMPLOYERS

- (1) (a) Every employer in the Building Industry who is not already registered with the Council in pursuance of a previous Agreement shall within seven days of the date of becoming an employer or of this Agreement coming into force, whichever is the later, forward to the Secretary of the Council on a form prescribed by the Council the following particulars:
 - (i) His full name and residential address;
 - (ii) his business address other than a post office box number;
 - (iii) the trade or trades which he is carrying on in the Building Industry;
 - (iv) the full title or style under which his business is to be conducted.
- (b) Where the employer is a partnership or a company, information in accordance with paragraph (a) shall be furnished in respect of each partner, director, etc.
- (c) Every individual employer, partnership or company shall—
 - (i) notify the Council, in writing, within 14 days, of any change in the title, style, management, partners or address of such business;
 - (ii) give notice, in writing, to the Council, within 14 days, of any permanent change in the nature of the business operations or any additional operations conducted under the existing registered name, title or style;
 - (iii) give notice, in writing, to the Council, within 14 days of ceasing operations in the Building Industry.
- (2) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall, within seven days of such date, or of the date on which such employer commences operations, as the case may be, lodge with the Council a guarantee acceptable to the Council to cover the payment in respect of his employees of two weeks—
 - (a) wages as prescribed in this Agreement;
 - (b) other financial obligations for which an employer is liable in terms of this or any other Agreement of the Council;

Provided that the guarantee lodged by any employer shall not be for an amount of less than R250 irrespective of the number of employees in the employment of such employer.
- (3) The Secretary of the Council shall return the guarantee referred to in subclause (2) to the employer concerned, after being notified of the termination of business in terms of subclause (1) (c) (iii).

27. AGENTS

- (1) The Council shall appoint one or more persons as agent or agents to assist in giving effect to the terms of this Agreement. An agent shall have the right—
 - (a) at any time to enter any premises or place in which operations in the Building Industry are carried on when he has reasonable cause to believe that any person is employed therein;
 - (b) to orally examine, either alone or in the presence of any other person he may think fit, every person whom he finds in or about the premises or place and to require such person to answer the questions put to him with respect to matters relating to this Agreement;
 - (c) to require the production of, and to inspect, examine and make

nodig ag om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, getoon word en om hulle te inspekteer, te ondersoek en afskrifte daarvan te maak.

(2) Wanneer die agent enige perseel of plek betree of enige persoon, boek of dokument inspekteer of ondersoek, kan hy 'n tolk met hom saamneem.

(3) Elke persoon vir wie hierdie Ooreenkoms bindend is, moet die agent alle genoemde fasiliteite verleen.

28. VERTONING VAN OOREENKOMS

Elke werkgever moet in elke werkwinkel of werkplek waar besigheid gedoen word, 'n kopie van hierdie Ooreenkoms in albei amptelike tale vertoon op 'n opvallende plek wat vir al die werknemers maklik toeganklik is.

29. VAKVERENIGINGLEDIGELD

(1) Aangesien die Raad ingestem het om bydraes in te vorder van werknemers wat lede is van die vakvereniging, moet hy sodanige bydraes invorder ooreenkomstig die prosedure in hierdie klousule uiteengesit.

(2) Elke werkgever wat lid is van die Building Industries Federation (South Africa) moet die bedrag van die lededgeld wat vir elke week of gedeelte van 'n week diens aan die vakvereniging betaalbaar is, aftrek van die weekloon van elke werknemer wat lid is van die vakvereniging en vir wie lone in klousule 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms voorgeskryf word.

(3) Elke werkgever moet die bedrae ingevolge subklousule (2) hiervan afgetrek, elke week aan die Sekretaris van die Raad betaal.

(4) Elke werkgever wat lid is van die Building Industries Federation (South Africa) en elke werknemer wat lid van die vakvereniging is, moet die Raad vrywaar teen enige eis wat mag ontstaan ten opsigte van hierdie klousule.

(5) Die Sekretaris van die Raad moet, behoudens subklousules (2) en (3) hiervan, die bedrae aan hom betaal ingevolge subklousule (3) hiervan, aan die betrokke vakvereniging stuur voor of op die laaste dag van die maand wat volg op dié waarin die bedrae betaal is, tesame met 'n staat wat die name toon van die betrokke werknemers en die bedrae wat van hul lone afgetrek is.

(6) Die Sekretaris van die Raad moet invorderingskoste van vyf persent aftrek van die geld betaalbaar aan die vakvereniging ingevolge subklousule (5) hiervan, en dié bedrag val aan die algemene fondse van die Raad toe.

30. AMPSDRAERS VAN DIE VAKVERENIGING

Ampsdraers van die vakvereniging moet in die gewone loop van hul pligte gedurende werktid toegang hê tot boupersone en werkwinkels maar nie toegelaat word om in te meng met die ononderbroke werkverrigting van 'n werknemer nie, tensy toestemming vooraf van die werkgever of sy behoorlik gemagtigde verteenwoordiger verkry is.

31. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUWYWERHEID

(1) Aangesien die Raad verwittig is van die instelling van die Nasionale Ontwikkelingsfonds vir die Bouwywerheid [ingestel deur die Federasie van Bouwywerhede (S.A.)], hierna die „Nasionale Fonds” genoem, magtig hy hierby die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Nasionale Fonds uiteengesit is.

(2) Elke werkgever moet, behoudens subklousules (3) en (4), 'n bedrag van 7c per week tot die Nasionale Fonds bydra ten opsigte van elke werknemer in sy diens vir wie lone in klousule 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi) en (vii) voorgeskryf word.

(3) 'n Werkgever mag geen storting doen ten opsigte van 'n werknemer wat minder as agt uur in 'n week vir hom gewerk het nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, moet die werkgever by wie hy die eerste gedurende daardie week minstens agt uur in diens was, die storting vir daardie week doen.

(5) Die prosedure in klousule 25 voorgeskryf met betrekking tot die wyse waarop betaling aan die Raad gemaak moet word, is *mutatis mutandis* van toepassing op die storting van bydraes ingevolge hierdie klousule.

(6) Die Raad moet die totale bedrag aan bydraes wat hy kragtens subklousule (2) invorder, min invorderingskoste van twee en 'n half persent wat aan die algemene fondse van die Raad toeval, maandeliks in genoemde Nasionale Fonds stort.

(7) Eksemplare van die konstitusie en van geouditeerde jaarlikse rekenings en balansstate van die Nasionale Fonds moet by die Raad en die Direkteur-generaal van Mannekragbenutting ingedien word. Vir die

copies of such books, time sheets, records and documents as he may deem necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering any premises or place or inspecting or examining any person, book or document, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

28. EXHIBITION OF AGREEMENT

Every employer shall cause a copy of this Agreement, in both official languages, to be exhibited in a conspicuous position easily accessible to all his employees, in every workshop or yard where he carries on business.

29. TRADE UNION SUBSCRIPTIONS

(1) The Council, having agreed to the collection of trade union subscriptions from employees who are members of the trade union, shall collect such subscriptions in accordance with the procedure detailed in this clause.

(2) Every employer who is a member of the Building Industries Federation (South Africa), shall deduct the amount of subscription payable to the trade union, in respect of each week or part of a week of employment, from the weekly wages of each employee who is a member of the trade union and for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) of this Agreement.

(3) Every employer shall pay the amounts deducted in terms of subclause (2) hereof to the Secretary of the Council each week.

(4) Every employer who is a member of the Building Industries Federation (South Africa) and every employee who is a member of the trade union shall indemnify the Council against any claim that may arise in respect of this clause.

(5) The Secretary of the Council shall, subject to the provisions of subclauses (2) and (3) hereof, remit the amounts paid to him in terms of subclause (3) hereof to the trade union concerned, not later than the last day of the month following that in which the amounts were paid, together with a statement reflecting the names of the employees concerned and the amounts deducted from their wages.

(6) The Secretary of the Council shall deduct a collection fee of five per cent from the money payable to the trade union in terms of subclause (5) hereof, which amount shall accrue to the general funds of the Council.

30. TRADE UNION OFFICIALS

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

31. 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 (S.A.)], hereinafter referred to as the "National Fund", hereby authorises, for the purposes 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, subject to the provisions of subclauses (3) and (4), contribute to the National Fund an amount of 7c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi) and (vii).

(3) No payment shall be made by an employer in respect of an employee who works less than eight hours for him in any week.

(4) 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 eight hours.

(5) The procedure prescribed in clause 25 relative to the manner in which payment shall be made to the Council, shall *mutatis mutandis* apply to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(7) Copies of the constitution and of audited annual accounts and balance sheets of the National Fund shall be lodged with the Council and with the Director-General of Manpower Utilisation. For the pur-

toepassing van hierdie subklousule omvat die woord „konstitusie” alle wysigings wat van tyd tot tyd aan die konstitusie aangebring word.

32. INDIENSNEMING VAN JEUGDIGES

'n Werknemer mag niemand onder die ouderdom van 15 jaar in diens neem nie.

33. WERKGEWERSORGANISASIEGELDE

(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet 'n bedrag van 5c per week aan die Raad betaal ten opsigte van elkeen van sy werknemers vir wie 'n loon in klousule 4 (1) (a) (vi) en (vii) voorgeskryf word.

(2) Geen betaling moet deur 'n werkgewer gedoen word ten opsigte van 'n werknemer wat minder as agt uur in 'n week gewerk het nie.

(3) Wanneer 'n werknemer gedurende enige bepaalde week vir meer as een lid van die werkgewersorganisasie gewerk het, moet die betaling wat in subklousule (1) voorgeskryf word, gedoen word deur die lid wat die werknemer eerste gedurende daardie week minstens agt uur in diens gehad het.

(4) Die prosedure in klousule 25 voorgeskryf met betrekking tot die wyse waarop betaling aan die Raad gemaak moet word, is *mutatis mutandis* van toepassing op die storting van bydraes ingevolge hierdie klousule.

(5) Die Raad moet binne die eerste sewe dae van elke maand aan die werkgewersorganisasie al die bedrag betaal wat ingevolge subklousule (4) gedurende die voorafgaande maand ontvang is, min invorderingskoste van twee en 'n half persent wat aan die algemene fondse van die Raad toeval.

34. INDIENSNEMING VAN LEERLINGE

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

(2) Aansoek om toestemming om 'n leerling in diens te neem, moet deur die werkgewer by die Raad gedoen word, en hy moet die volgende besonderhede verstrek:

- (a) Die volle naam en ouderdom van die betrokke persoon;
- (b) die aard van die werk wat van hom vereis word om te leer;
- (c) die getal leerlinge in sy diens wat alreeds die werk leer; en
- (d) die getal werknemers, behalwe leerlinge in sy diens, wat met sodanige werk besig is.

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

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

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

(6) Geen werkgewer mag iemand wat voorheen 'n leerlingskontrak met 'n ander werkgewer aangegaan het as gevolg van toestemming ingevolge hierdie klousule verleen, in enige hoedanigheid in diens neem voordat die kontraktydperk deur die Raad bepaal voltooi is nie, tensy toestemming vooraf van die Raad verkry is, en geen werknemer wat voorheen 'n leerlingskontrak aangegaan het, mag homself voor die voltooiing van die kontrak in enige hoedanigheid by 'n ander werkgewer vir indiensneming aanmeld nie, tensy hy toestemming van die Raad verkry het om dit te doen.

35. BASIS VAN BESOLDIGING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet besoldiging vir alle werk gedoen, geskied teen minstens die skaal voorgeskryf vir die werksaamheid of werksaamhede wat verrig word, en moet dit nie op die tegniese vaardigheid of kwalifikasies van die betrokke werknemer gebaseer word nie.

36. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die instelling van die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Federasie van Bounywerhede (S.A.)], hierna die „Opleidingsfonds”

poses of this subclause the term “constitution” shall include any amendments to the constitution adopted from time to time.

32. EMPLOYMENT OF JUVENILES

An employer shall not employ any person under the age of 15 years.

33. EMPLOYERS' ORGANISATION FEES

(1) Every employer who is a member of the employers' organisation shall pay to the Council in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) (vi) and (vii) an amount of 5c per week.

(2) No payment shall be made by an employer in respect of an employee who has worked for less than eight hours in any one week.

(3) Where an employee is employed by more than one member of the employers' organisation during any one week, the payment prescribed in subclause (1) shall be made by the member who first employed the employee during that week for not less than eight hours.

(4) The procedure prescribed in clause 25 relative to the manner in which payment shall be made to the Council, shall *mutatis mutandis* apply to the payment of contributions in terms of this clause.

(5) The Council shall within the first seven days of each month pay to the employers' organisation all the amounts received under subclause (4) during the preceding month, less a 2½ per cent collection fee, which amount shall accrue to the general funds of the Council.

34. EMPLOYMENT OF LEARNERS

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

(2) Application for permission to employ a learner shall be made to the Council by the employer who shall furnish the following particulars:

- (a) The full name and age of the person concerned;
- (b) the nature of the work he is required to learn;
- (c) the number of learners in his employ who are already learning the work; and
- (d) the number of employees, other than learners in his employ, who are engaged 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 learner concerned to enter into a written contract in respect of such period and conditions, which period and/or conditions shall not be varied without the prior consent of the Council.

(4) Notwithstanding any written 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 return to the Council for cancellation the contract referred to in subclause (3).

(6) No employer shall employ in any capacity any person who has previously entered into a learnership contract with another employer resulting from permission granted in terms of this clause without the contract period determined by the Council having been completed, unless prior permission is obtained from the Council, and no employee who has previously entered into a learnership contract shall offer himself for employment in any capacity with another employer prior to the completion of the contract unless he has obtained the permission of the Council to do so.

35. BASIS OF PAYMENT

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done shall be at not less than the rate prescribed for the operation or operations performed and shall not be based upon the technical skill or qualifications of the employee concerned.

36. 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

genoem, magtig hy hierby die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Opleidingsfonds uiteengesit is.

(2) Elke werkgewer moet, behoudens subklousules (3) en (4), 'n bedrag van 50c per week tot die Opleidingsfonds bydra ten opsigte van elke werknemer in sy diens vir wie lone in klousule 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi) en (vii) voorgeskryf word.

(3) 'n Werkgewer mag geen storting ten opsigte van 'n werknemer doen wat minder as agt uur in 'n week vir hom gewerk het nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, moet die werkgewer by wie hy die eerste gedurende daardie week minstens agt uur in diens was, die storting vir daardie week doen.

(5) Die prosedure in klousule 25 voorgeskryf, is *mutatis mutandis* van toepassing op die storting van bydraes ingevolge hierdie klousule.

(6) Die Raad moet die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingskoste van twee en 'n half persent, wat aan die algemene fondse van die Raad toeval, elke maand in genoemde Opleidingsfonds stort.

(7) Eksemplare van die konstitusie en van geouditeerde jaarlikse rekenings en balansstate van die Opleidingsfonds moet by die Raad en die Direkteur-generaal van Mannekragbenutting ingedien word. Vir die toepassing van hierdie subklousule omvat die woord „konstitusie” alle wysigings wat van tyd tot tyd aan die konstitusie aangebring word.

37. PENSIOENFONDS

(1) Die Pensioenskema vir die Bounywerheid, Queenstown, (hierna die „Pensioenfonds” genoem), wat by Goewermentskenningsgewing R.958 van 7 Junie 1974 ingestel is, word hierby voortgesit.

(a) Die oogmerk met die Pensioenfonds is om pensioen- en lewensversekeringsvoordele aan sy lede te verskaf.

(b) Ten einde uitvoering te gee aan die oogmerke van die Pensioenfonds moet die Raad met die Federated Insurance Co. Ltd onderhandel oor die instelling van 'n bevredigende Pensioen- en Lewensversekeringskema.

(c) Kopieë van alle dokumente wat gedetailleerde inligting bevat oor die Pensioenfonds en alle wysigings daarvan, moet by die Direkteur-generaal van Mannekragbenutting ingedien word.

(2) *Bydraes.*—

(a) Ooreenkomstig die prosedure in paragrafe (d) tot (i) voorgeskryf, moet elke werknemer vir wie lidmaatskap van die Pensioenfonds ingevolge subklousule (3) verpligtend is, elke week die volgende bedrae tot die Pensioenfonds bydra:

R1,60 per week vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 31 Oktober 1980; en

R2,60 per week vanaf 3 November 1980.

(b) Elke werkgewer moet aan elke werknemer vir wie lidmaatskap van die Pensioenfonds ingevolge subklousule (3) verpligtend is, die volgende bedrae elke week betaal:

R2,00 per week vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 31 Oktober 1980; en

R3,00 per week vanaf 3 November 1980.

(c) Elke werkgewer is daarop geregtig om weekliks die volgende bedrae van die besoldiging van 'n werknemer af te trek ten opsigte van wie betaling ingevolge paragrafe (a) en (b) hiervan gemaak is:

R3,60 per week vanaf die datum van inwerkingtreding van hierdie Ooreenkoms tot 31 Oktober 1980; en

5,60 per week vanaf 3 November 1980.

(d) 'n Werkgewer mag geen aftrekking ingevolge paragraaf (c) maak ten opsigte van 'n werknemer wat minder as agt uur in 'n week vir hom gewerk het nie.

(e) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, moet die werkgewer by wie hy die eerste gedurende daardie week minstens agt uur in diens was, die aftrekking ingevolge paragraaf (c) vir daardie week maak.

(f) Elke werkgewer moet ten opsigte van elke bedrag wat hy aldus ingevolge paragraaf (b) betaal het, op elke betaaldag aan elkeen van sy betrokke werknemers 'n seël of ander bewysstuk uitreik ter waarde van sodanige bedrag of wat sodanige bedrag insluit.

(g) Elke werknemer moet sodanige seëls of bewysstuk onmiddellik in sy bydraeboekie inplak wat hy moet behou.

(h) Die Raad kan na goeddunke die seël of bewysstuk en bydraeboekie in hierdie klousule bedoel, kombineer met enige ander seëls, bewysstukke of bydraeboekies wat hy van tyd tot tyd besluit om in te stel.

(i) Klousule 21 is *mutatis mutandis* van toepassing op die seëls en bydraeboekies wat in hierdie klousule bedoel word.

(j) Die bydraes wat ingevolge hierdie klousule deur die Raad ingevorder word, moet aan die Federated Insurance Co. Ltd betaal word: Met dien verstande dat die Raad een en 'n half persent van die ingevorderde bydraes as administrasiekoste kan

„Training Fund”, hereby authorises for the purpose of implementing the objects set forth in the constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Each employer shall, subject to the provisions of subclauses (3) and (4), contribute to the Training Fund an amount of 50c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi) and (vii).

(3) No payment shall be made by an employer in respect of an employee who works less than eight hours for him in any week.

(4) 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 eight hours.

(5) The procedure prescribed in clause 25 shall *mutatis mutandis* apply to the payment of contributions in terms of this clause.

(6) The Council shall each month pay to the said Training Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2½ per cent which amount shall accrue to the general funds of the Council.

(7) Copies of the constitution and of audited accounts and balance sheets of the Training Fund shall be lodged with the Council and with the 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.

37. PENSION FUND

(1) The Queenstown Building Industry Pension Scheme (hereinafter referred to as the “Pension Fund”), established under Government Notice R.958 of 7 June 1974, is hereby continued.

(a) The object of the Pension Fund is to provide pension and life assurance benefits for members.

(b) For the purpose of implementing the objects of the Pension Fund the Council shall negotiate with the Federated Insurance Co. Ltd. for the establishment of a satisfactory Pension and Life Assurance Scheme.

(c) Copies of all documents containing detailed information of the Pension Fund and any amendments thereto, shall be lodged with the Director-General of Manpower Utilisation.

(2) *Contributions.*—

(a) In accordance with the procedure laid down in paragraphs (d) to (i), every employee for whom membership of the Pension Fund is compulsory in terms of subclause (3) shall contribute the following amounts to the Pension Fund every week:

R1,60 per week from the date of coming into operation of this Agreement up to 31 October 1980; and

R2,60 per week from 3 November 1980.

(b) Every employer shall pay to every employee for whom membership of the Pension Fund is compulsory in terms of subclause (3), the following amounts every week:

R2,00 per week from the date of coming into operation of this Agreement up to 31 October 1980; and

R3,00 per week from 3 November 1980.

(c) Every employer shall be entitled to deduct the following amounts every week from the remuneration of an employee in respect of whom payment has been made in terms of paragraphs (a) and (b) hereof:

R3,60 per week from the date of coming into operation of this Agreement up to 31 October 1980; and

R5,60 per week from 3 November 1980.

(d) No deduction shall be made in terms of paragraph (c) by an employer in respect of an employee who works less than eight hours for him in any week.

(e) Where an employee is employed by two or more employers during the same week the deduction in terms of paragraph (c) for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.

(f) Every employer shall in respect of each amount so paid by him in terms of paragraph (b), issue on each pay-day to each of his employees concerned a stamp or other voucher to the value of such amount or which includes such amount.

(g) Every employee shall immediately affix such stamps or voucher in his contribution book which shall be retained by him.

(h) The Council may in its discretion combine the stamp or voucher and contribution book referred to in this clause with any other stamps, vouchers or contribution books which it may from time to time decide to introduce.

(i) The provision of clause 21 shall *mutatis mutandis* apply to stamps and contribution books referred to in this clause.

(j) The contributions collected by the Council in terms of this clause shall be paid to the Federated Insurance Co. Ltd: Provided that the Council may retain one and a half per cent of the contribu-

behou, welke bedrag in die algemene fondse van die Raad gestort moet word.

(3) *Lidmaatskap.*—

- (a) Behoudens die bepalings van subklousule (2) (e), is lidmaatskap van die Pensioenfonds verpligtend vir alle ambagsmanne.
- (b) Ander persone as dié in paragraaf (a) bedoel wat aktief by die Nywerheid betrokke of daarin werksaam is, kan na goeddunke van die Raad tot lidmaatskap van die Fonds toegelaat word en hierdie klousule is *mutatis mutandis* van toepassing op iemand wat aldus toegelaat word: Met dien verstande egter dat van sodanige persoon vereis word om minstens die gesamentlike bydrae van lede en werkgewers soos in subklousule (2) voorgeskryf by te dra.
- (c) Elke werknemer vir wie lidmaatskap van die Fonds ingevolge paragraaf (a) hiervan verpligtend is, moet, indien hy dit nie reeds ingevolge 'n vorige ooreenkoms gedoen het nie, die aansoekvorm wat deur die Raad voorgeskryf word, invul en sodanige ingevulde vorm by die Sekretaris van die Raad indien binne 21 dae na die datum waarop—
 - (i) hierdie klousule in werking tree, indien hy op sodanige datum in die Bounywerheid in diens is;
 - (ii) hy tot die Bounywerheid toetree of weer toetree of daarin in diens geneem word.

38. DIENSOPGAWEVORMS

(1) Elke werkgewer op wie die bepalings van hierdie Ooreenkoms van toepassing is, moet 'n diensopgawevorm aan die Sekretaris van die Raad voorlê wat die volle name, bydraekaartnommer en die nommer van die onderskeie soorte seëls toon wat elke week uitgereik is aan elke werknemer in sy diens vir wie lousule 4 (1) (a) (vi) en (vii) van hierdie Ooreenkoms voorgeskryf word. Die werkgewer moet sodanige vorms by die Sekretaris van die Raad kry en moet dit, behoorlik ingevul, aan die Sekretaris van die Raad terugbesorg voor of op die sewende dag van die maand wat volg op dié waarin die werknemers in diens was.

(2) Elke werkgewer op wie hierdie Ooreenkoms van toepassing is, moet die Sekretaris van die Raad binne sewe dae in kennis stel van die indiensneming of diensbeëindiging van 'n werknemer in subklousule (1) hiervan vermeld. Sodanige kennisgewing van indiensneming of diensbeëindiging moet geskied op 'n vorm deur die Raad voorgeskryf, wat van die Sekretaris van die Raad verkrygbaar is.

(3) Waar 'n werkgewer geen werknemers soos in subklousule (1) hiervan vermeld, gedurende 'n maand in diens gehad het nie, moet sodanige werkgewer nogtans 'n vorm voor die sewende dag van die volgende maand indien met die woorde „Geen werknemers” oor die vorm geskryf, en die inligting wat ingevolge klousule 25 (4) van die Ooreenkoms vereis word, moet in die vorm verstrek word.

39. GEKONSOLIDEERDE SEËL

Die Raad kan na goeddunke die seëls en bydraekaarte in hierdie Ooreenkoms vermeld, kombineer met enige ander seëls en bydraekaarte wat alreeds deur die Raad uitgereik is vir enige ander fondse wat deur die Raad geadministreer word, en dit moet die vorm aanneem wat die Raad van tyd tot tyd bepaal.

40. ALGEMEEN

(1) Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan word voordat of nadat hierdie Ooreenkoms in werking tree, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as dié wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van enige behandeling of die toekenning aan hom van enige bystand wat vir hom minder gunstig is as die behandeling of bystand in hierdie Ooreenkoms of enige ander ooreenkoms voorgeskryf, toelaat nie, en dit mag ook nie 'n afstanddoening van die toepassing op 'n werknemer van enige bepaling van hierdie Ooreenkoms of enige ander ooreenkoms bewerkstellig nie. Elke sodanige ooreenkoms is ongeldig.

(2) Elke bepaling, subklousule of klousule skep 'n reg of verpligting, na gelang van die geval, onafhanklik van die bestaan van ander bepalings. As 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig of *ultra vires* is vir sover dit die bevoegdheid van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die Wet—

tions collected as administrative expenses, which amount shall be paid into the general funds of the Council.

(3) *Membership.*—

- (a) Subject to the provisions of subclause (2) (e), membership of the Pension Fund shall be compulsory for all journeymen.
- (b) Persons other than those referred to in paragraph (a) who are actively engaged or employed in the Industry may in the discretion of the Council be admitted to membership of the Fund and the provisions of this clause shall *mutatis mutandis* apply to any person so admitted: Provided, however, that such person shall be required to contribute not less than the combined contribution of members and employers as prescribed in subclause (2).
- (c) Every employee for whom membership of the Fund is compulsory in terms of paragraph (a) hereof, shall, if he has not already done so in terms of a previous agreement, complete the application form prescribed by the Council and lodge such completed form with the Secretary of the Council within 21 days of the date on which—
 - (i) this clause comes into operation, if employed in the Building Industry at such date;
 - (ii) he enters or re-enters or becomes employed in the Building Industry.

38. EMPLOYMENT RETURN FORMS

(1) Every employer to whom the provisions of this Agreement apply, shall submit an employment return form to the Secretary of the Council showing the full names, contribution card number and the number of the various stamp denominations issued each week to each employee in his employ and for whom wages are prescribed in clause 4 (1) (a) (vi) en (vii) of this Agreement. Such forms shall be obtained by the employer from the Secretary of the Council and must be returned properly completely to the Secretary of the Council not later than the seventh day of the month following that in which the employees were employed.

(2) Every employer to whom this Agreement applies shall notify the Secretary of the Council within seven days of the engagement or termination of service of any employee referred to in subclause (1) hereof. Such notice of engagement or termination shall be made on a form prescribed by the Council and obtainable from the Secretary of the Council.

(3) Where an employer did not employ any employees as specified in subclause (1) hereof during any month, such employer shall nevertheless submit a form before the seventh day of the following month with the words “No employees” written across the form and reflecting the information required in terms of clause 25 (4) of the Agreement.

39. CONSOLIDATED STAMP

The Council may at its discretion combine the stamps and contribution cards referred to in this Agreement, with any other stamps and contribution cards already issued by the Council in respect of any other funds administered by it, and these shall be in such form as may be determined by the Council from time to time.

40. GENERAL

(1) No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit of the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any employee of any treatment, or the granting to him of any benefits, less favourable to him than the treatment or benefits prescribed in this or any other Agreement nor shall it effect any waiver by any employee of the application to him of any provision of this or any other Agreement. Any such agreement shall be void.

(2) Every provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this

raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Namens die partye op hede die 2de dag van Junie 1980 te Queenstown onderteken.

K. J. LITTLEJOHNS,
Voorsitter van die Raad.

J. STONE,
Ondervoorsitter van die Raad.

P. P. HUGO,
Sekretaris van die Raad.

shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed on behalf of the parties at Queenstown this 2nd day of June 1980.

K. J. LITTLEJOHNS,
Chairman of the Council.

J. STONE,
Vice-Chairman of the Council.

P. P. HUGO,
Secretary of the Council.

R.1827]

[5 September 1980

**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941**

BOUNYWERHEID, QUEENSTOWN

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragsbenutting, 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.1826 van 5 September 1980, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA
Minister van Mannekragsbenutting

R.1827]

[5 September 1980

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941**

BUILDING INDUSTRY, QUEENSTOWN

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.1826 of 5 September 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

INHOUD**Departement van Mannekragbenutting****GOEWERMENTSKENNISGEWINGS**

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