



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
 VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 3091 PRICE + 1c GST 20c PRYS + 1c AVB REGULASIEKOERANT No. 3091
 Registered at the Post Office as a Newspaper ABROAD 30c BUITELANDS As 'n Nuisblad by die Poskantoor Geregistreer
 POST FREE - POSVRY

Vol. 184]

PRETORIA, 31 OCTOBER 1980
 OKTOBER

[No. 7278

GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
 UTILISATION**

No. R. 2217

31 October 1980

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, PORT ELIZABETH.—
 MAIN AGREEMENT

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 3 November 1980 and for the period ending 30 June 1981, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 27, 29, 33, 34 and 43 of Part I and 1 (1) (a), 2 (2), 13, 14 and 15 (1) of Part II, shall be binding, with effect from 3 November 1980 and for the period ending 30 June 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 areas specified in clause 1 (1) (b) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of Part I of the said Agreement and with effect from 3 November 1980 and for the period ending 30 June 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 27, 29, 33, 34 and 43 of Part I and 1 (1) (a), 2 (2), 13, 14 and 15 (1) of Part II, 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.

GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
 BENUTTING**

No. R. 2217

31 Oktober 1980

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, PORT ELIZABETH.—HOOF-
 OOREENKOMS

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 3 November 1980 en vir die tydperk wat op 30 Junie 1981 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 27, 29, 33, 34 en 43 van Deel I en 1 (1) (a), 2 (2), 13, 14 en 15 (1) van Deel II, met ingang van 3 November 1980 en vir die tydperk wat op 30 Junie 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 gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 27, 29, 33, 34 en 43 van Deel I en 1 (1) (a), 2 (2), 13, 14 en 15 (1) van Deel II, met ingang van 3 November 1980 en vir die tydperk wat op 30 Junie 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, PORT ELIZABETH

AGREEMENT

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

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa and the

Operative Plumbers' Association of Port Elizabeth

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

being the parties to the Industrial Council for the Building Industry, Port Elizabeth.

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BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PORT ELIZABETH

OOREENKOMS

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

Port Elizabeth Master Builders' and Allied Trades Association

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa en die

Operative Plumbers' Association of Port Elizabeth

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Port Elizabeth.

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PART I

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building Industry—

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

(b) in the Magisterial Districts of Port Elizabeth and Uitenhage and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth.

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

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

(b) not apply to electrical installation, which includes electrical fitting and wiring and operations incidental thereto;

(c) 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;

(d) apply to trainees only to the extent to which they are not inconsistent with the provisions of the Training of Artisans Act, 1951, or any conditions fixed thereunder;

(e) apply to labour-only contractors, working partners and working directors;

(f) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training;

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

(3) Clause 15 shall not apply to employees referred to in clause 8 (1) (a) (i), (ii), (iv), (vi), (x) and (xi).

(4) Where the provisions of Part I of this Agreement are in conflict with the provisions of Part II, the latter provisions shall obtain and have preference.

(5) Any employer who operates under Part I of this Agreement and who has in his employ journeymen, journeyman's assistants or other employees who are employed in connection with joinery and/or shop, office and bank fitting as defined in the definition of "Building Industry" in this Part of the Agreement, may observe the provisions of Part II of this Agreement in respect of such employees: Provided that the employer shall continue to observe the provisions of the Pension Fund Agreement, published under Government Notice R. 2070 of 20 October 1978, or any agreement succeeding that Agreement in respect of such employees who were at the date of coming into operation of this Agreement participating in the Port Elizabeth Building Industry Pension and Life Assurance Benefit Scheme.

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DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

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

(b) in die landdrosdistrikte Port Elizabeth en Uitenhage en in daardie gedeelte van die landdrosdistrik Hankey wat voor 1 November 1963 binne die landdrosdistrik Port Elizabeth geval het.

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

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

(b) nie van toepassing nie op elektriese installering wat die volgende insluit: Elektriese montering en bedrading en werksaamhede wat daarmee gepaard gaan;

(c) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is met die bepalinge van die Wet op Vakleerlinge, 1944, of 'n kontrak daarkragtens aangegaan of voorwaardes ingevolge daarvan gestel nie;

(d) van toepassing op kwekelinge selgs vir sover dit nie onbestaanbaar is met die bepalinge van die Wet op Opleiding van Ambagsmanne, 1951, of voorwaardes daarkragtens gestel nie;

(e) van toepassing op "slegs-arbeid"-kontraakteurs, werkende vennote en werkende direkteurs;

(f) nie van toepassing op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding nie;

(g) nie van toepassing op klerke of op werknemers wat administratiewe pligte verrig of op enige lid van 'n administratiewe personeel nie.

(3) Klousule 15 is nie op werknemers in klousule 8 (1) (a) (i), (ii), (iv), (vi), (x) en (xi) bedoel nie.

(4) Waar die bepalinge van Deel I van hierdie Ooreenkoms strydig is met die bepalinge van Deel II, geld laasgenoemde bepalinge en moet dit voorkeur geniet.

(5) 'n Werkgever wat ingevolge Deel I van hierdie Ooreenkoms werk en wat ambagsmanne, ambagsmanassistentes of ander werknemers in sy diens het in verband met skrynwerk en/of die uitrus van winkels, kantore en banke soos in die omskrywing van "Bounywerheid" in hierdie Deel van die Ooreenkoms omskryf, kan die bepalinge van Deel II van hierdie Ooreenkoms ten opsigte van sodanige werknemers nakom: Met dien verstande dat die werkgewer moet voortgaan om die bepalinge na te kom van die Pensioenfondsooreenkoms gepubliseer by Goewernementskennisgewing R. 2070 van 20 Oktober 1978 of enige ooreenkoms wat daardie Ooreenkoms opvolg ten opsigte van werknemers wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die Pensioen- en Lewensversekeringsbystandskema van die Bounywerheid van Port Elizabeth deelneem.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister in terms of section 48 of the Act and shall remain in force for a period of eight months 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 meanings as in that Act, and any reference to an act shall include any amendments to such act; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“administrative duties” means those duties performed by an employee, other than a general foreman, who is wholly or mainly engaged in building management and/or project management;

“apprentice” means an employee serving under a written contract of apprenticeship, registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

“block” means a walling unit whose mass is 5 kilogrammes or more;

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

“Building Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings 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 is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades, activities or subdivisions thereof and all work incidental to the activities of an employer in connection with the erection of a building, including the demolition of buildings;

Asphalting, which includes the fixing of asphalting roofing and flooring materials, sheeting of bitumastic or similar materials and the water-proofing of roof areas, basements or foundations, using asphaltic sheeting, mastic or asphalt, whether the process used is hot or cold;

bricklaying, which includes concreting and the fixing of concrete blocks, excluding fixing of interlocking concrete blocks without mortar, under supervision, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling;

carpentry—see *woodworking*;

electrical installation, which includes electrical fitting and wiring and operations incidental thereto;

flooring, which includes laying of floors of wood, composition, rubber or any other material, and sandpapering of same, and the laying of all types of floor covering including linoleum, inlaid lino, malthoid, asphalt tiles or asphalt based floor coverings, cork, rubber and plastic compositions: Provided, however, that the laying of linoleum by a supplier whose main business is in the Commercial Distributive Trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no part of the direct cost to the customer;

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

glazing, which includes cutting, bedding and facing of glass; excluding making of lead lights and stained glass windows;

joinery, which includes machining and fixing of wooden doors and windows, skylight, cupboards or any other wooden fixtures which form a permanent part of a building, and 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 article used;

lift installation, which includes the erection and/or maintenance of lifts;

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

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van agt maande of vir 'n tydperk wat hy vasstel.

3. WOORDOMSKRYWING

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

“Wet” die Wet op Nywerheidsversoenings, 1956;

“administratiewe pligte” dié pligte wat uitgevoer word deur 'n werknemer; uitgesonderd 'n algemene voorman, wat geheel en al of hoofsaaklik by boubestuur en/of projekbestuur betrokke is;

“vakleerling” 'n werknemer wat 'n skriftelike leerlingskontrak uitdien wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Vakleerlinge, 1944, en omvat dit 'n minderjarige wat kragtens daardie Wet op proef in diens is;

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

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

“Bounywerheid” of “Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewer en werknemer met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat werksaam is in ondergenoemde ambagte, werksaamhede of onderverdelings daarvan, en alle werk wat gepaard gaan met die werksaamhede van 'n werkgewer in verband met die oprigting van 'n gebou met inbegrip van die sloping van geboue;

Asfaltwerk, wat die volgende insluit: Asfaltdak- en vloermateriale, bituminese mastikplate of soortgelyke materiale aanbring en die waterdigting van dakoppervlakke, kelders of fondamente met asfaltplate, mastik of asfalt, hietsy deur 'n warm of koue proses;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring, onder toesig, van betonblokke, uitgesonderd die aanbring van inhaakbetonblokke sonder dagha; dié betoeling van mure en vloere, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanleg, leiklipwerk en pandekking;

timmerwerk—kyk omskrywing van *houtwerk*;

elektriese installering, wat die volgende insluit: Elektriese montering en bedrading en werksaamhede wat daarmee gepaard gaan;

vloerwerk, wat die volgende insluit: Vloere van hout, komposisiemateriaal, rubber of enige ander materiaal lê en dit skuur, en alle soorte vloerbedekking lê, met inbegrip van linoleum, inleglinoleum, malthoid, asfaltteëls of vloerbedekkings met 'n asfaltbasis, kurk, rubber en plastiekkomposisiemateriale: Met dien verstande egter dat die lê van linoleum deur 'n leweransier wie se vernaamste besigheid in die Kommersiële Distribusiebedryf lê, by hierdie omskrywing uitgesluit moet word wanneer die lê daarvan met die verkoop van sodanige linoleum gepaard gaan en nie 'n deel vorm van die regstreekse koste vir die klant nie;

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

glaswerk, wat die volgende insluit: Glas sny, inlaat en die voorwerk daaraan verbonde; uitgesonderd die maak van ruit-in-lood- en brandskildervensters;

skryfwerk, wat die volgende insluit: Houtdeure en -vensters, dakligte, kaste of enige ander vaste toebehore van hout wat 'n permanente deel van 'n gebou vorm; masjineer en insit, en die vervaardiging van alle skryfwerkartikels, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

hyspakininstallering, wat die oprigting en/of onderhoud van hysers insluit;

beglasing, wat die vervaardiging en/of aanbring van ligte, reklameborde, en die glaswerk wat daarmee in verband staan, insluit;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk); betonwerk en die meng of bou van vooraf gegietie of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerbetoeling, die bediening van klipwerkmasjinerie en die skerpmaak van klipmesselaarsgereedskap, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

metal work, which includes the fixing of steel ceilings, metal windows, metal doors, builders' smithwork, metal frames and metal stairs, and architectural metal work, the preparation and/or fixing of drawn metal work and sheet metal and extruded metal, 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, distempering, staining, varnishing, graining, marbling, spraying, signwriting, plastic texture relief-work, wall decorating;

plastering, which includes modelling, granolithic and composition flooring, fixing cove, composition wall-covering and polishing of precast or artificial stone work, 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, bitumen jointing, gasfitting, sanitary and domestic engineering, drainlaying, lead caulking, ventilating, heating, hot and cold water fitting, fire installation, fixing asbestos box gutters, valley gutters, eaves gutters and down pipes, 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;

saw doctoring, which includes sharpening and setting, hammering, tensioning, gulleting and rolling all types of circular saws, bandsaws and other saw blades, including the brazing or welding of band saws;

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 on site, which includes the marking out, bending, placing and fixing of reinforcing on the site;

steel construction, which includes the fixing and priming and painting on the site of all classes of steel or other metal columns, girder, 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, wood shingles, asbestos sheet, malthoid, thatching, and all types of roof covering, wood lathing, composition ceiling and wall covering, covering of woodwork with metal, rodent-proofing, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

"contribution card" means the official card issued by the Council to each employee in the Industry in each year, and "Holiday Fund Card" shall have the same meaning for the purposes of this Agreement;

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

"Defence Act" means the Defence Act, 1957;

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

"emergency work", without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work prescribed in clause 10 of Part I and which is necessary to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking or any work which, owing to any cause such as fire, storm, flood, accident or act of violence, must be performed without delay;

"employee" means, subject to the provisions of the Act, also a working director or a working partner;

"employer" means, subject to the provisions of the Act, also a director or a corporate body;

"essential services" means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 10 of Part I hereof;

"female unskilled cleaner" means a female employee engaged on cleaning of completed building work including the application of polish to floors and other surfaces;

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

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

verfwerk, wat die volgende insluit: Versiering, muurplakwerk, distemperwerk, beitswerk, verniswerk, vlamskilderfing, marmering, spuitverfwerk, letterskilderwerk, plastiektেকstuurreliefwerk, muurversiering;

pleisterwerk, wat die volgende insluit: Boetseerwerk, granoliet- en komposisievloerwerk, die aanbring van kurk, komposisiemuurbedekking en poleerwerk aan vooraf gegietede kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaiekwerk, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

loodgieterwerk, wat die volgende insluit: Loodlaswerk, bitumenvoegwerk, gasaanleg, sanitêre en huisingenieurswerk, rioolaanlegwerk, loodkalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallering, die aanbring van asbesbakgeute, kielgeute, dakgeute en geutype, en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

saagherstelwerk, wat die volgende insluit: Skerpmaak- en setwerk, hamerwerk, spanwerk, slukwerk en rolwerk aan alle soorte sirkel-, bandsae en ander saagblaaië, met inbegrip van sweissoldeer- of sweiswerk aan bandsae;

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

staalwapening op die terrein, wat die volgende insluit: Uitmerk, buig, plaas en aanbring van wapening op die terrein;

staalkonstruksie, wat die volgende insluit: Alle klasse staal- of ander metaalsuile, -leërs, staalbalkke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak, op die terrein aanbring, die grondlaag daarvan verf en dit verf;

houtwerk, wat die volgende insluit: Timmerwerk, houtwerk, masjinerie, draaiwerk, kerfwerk, die aanbring van golfyster, klank- en akoestiek-materiaal, kurk- en asbesisolasie, houtdakpane, asbesplaat, malthoid, dekgras en alle soorte dakbedekking, houtlatwerk, komposisieplafonwerk en muurbedekking, bedekking van houtwerk met metaal, rotdigting, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

"vrydraer- of kraanarmsteier" 'n werkplatform wat op vrydraer- of verspande kraanbalk rus;

"bydraekkaart" die amptelike kaart wat die Raad elke jaar aan elke werknemer in die Nywerheid uitreik, en "Vakansiefondskaart" het dieselfde betekenis vir die toepassing van hierdie Ooreenkoms;

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

"Verdedigingswet" die Verdedigingswet, 1957;

"drywer" 'n werknemer wat 'n meganiese voertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking " 'n meganiese voertuig dryf" alle tye waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die laai daarvan en alle tydperke waarin hy op sy pos moet bly, gereed om te dryf;

"noodwerk", sonder om die gewone betekenis van die uitdrukking enigins te beperk, ook alle werk wat nie binne die gewone werkeure in klousule 10 van Deel I voorgeskryf, verrig kan word nie, en wat noodsaaklik is om die gesondheid en veiligheid van die publiek of die beoefening van 'n ander nywerheid, besigheid of onderneming te verseker, of enige werk wat weens 'n oorsaak soos 'n brand, storm, oorstroming, ongeluk of gewelddaad sonder versuim verrig moet word;

"werknemer", behoudens die Wet, ook 'n werkende direkteur of 'n werkende vennoot;

"werkgever", behoudens die Wet, ook 'n direkteur of 'n regspersoon;

"noodsaaklike dienste" werk wat noodsaaklikewyse verrig moet word om te verseker dat 'n ander nywerheid, besigheid of onderneming aan die gang bly of iets dringends wat nie gedurende die gewone werkeure in klousule 10 van Deel I hiervan voorgeskryf, verrig kan word nie;

"vroulike ongeskoolde skoonmaker" 'n vroulike werknemer wat voltooid bouwerk skoonmaak met inbegrip van die aanbring van politoer op vloere en ander oppervlakke;

"voorman" 'n werknemer wat aan die hoof staan van 'n werkplek of werkplekke of 'n besondere afdeling van 'n werkplek of werkplekke, wat werk aan werknemers onder sy beheer gee en toësig hou oor die vordering daarvan tot dat dit voltooi is, dissipline handhaaf en in die algemeen aan die werkgever verantwoordelik is vir doeltreffendheid in die werkplek of werkplekke en wat daarbenewens, hetsy aanhoudend of met tussenposes, die werk van 'n ambagsman verrig;

"general employee" means an employee engaged in any or all of the following classes of work, viz.:

Drilling holes;
 applying adhesive materials to concrete prior to plastering;
 applying adhesives to walls with the use of a roller or brush;
 applying sealing solutions;
 applying solution to cement tiles on roofs, using a block brush;
 brickpaving, including bedding and jointing;
 carpeting of floors and walls;
 caulking of concrete and stone drains;
 covering joints of shuttering with sheet metal or other materials;
 cutting and drilling asbestos, cast iron, galvanised iron and plastic gutters and pipes;
 cutting of materials, applicable to the bricklaying and plastering trades, to set size by hand or machine, excluding measuring;
 demolition of buildings and/or structures;
 erecting concrete fencing;
 grinding preparatory to welding;
 guillotine cutting;
 lagging;
 operating a power-driven grinding machine on metal and filing by hand;
 placing and assembling of steel shuttering, excluding plumbing;
 placing bearers, excluding setting levels;
 slushing walls and ceilings;
 applying concrete floor hardener;
 applying oil or other preservatives to face bricks;
 cleaning down of hardwoods;
 filling;
 sandpapering;
 filling in moulds with facing and concrete, including tamping;
 use of tar and its by-products on buildings and rough timber;
 knotting;
 wax polishing to floors and other surfaces;
 applying back putty (glazing) under supervision of a journeyman;
 assisting journeymen by grain filling preparatory to polishing of wood surfaces with fabric;
 assisting journeymen in the application of glue to tenons or wood surfaces prior to cramping or pressing;
 assisting journeymen in placing of steel props and fixing to bearers and adjusting to heights;
 attending swing saws under supervision, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;
 applying of floor polish;
 bagging down walls and ceilings;
 baling waste or scrap metal by hand or machine;
 binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;
 carrying mortar, bricks, stone, concrete or other materials;
 caulking drain pipes under supervision, excluding caulking of joints to cast iron pipes and lead caulking;
 cleaning mortices;
 cleaning of glass after glazing;
 cleaning completed frames in preparation for puttying;
 cleaning of moulds, work benches, yard premises, tools etc.;
 cleaning down of teak or other hard wood by using solvents and steel wools;
 coupling steel windows and doorframes under supervision;
 cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;
 cutting scaffold poles or props;
 cutting damp course and placing in position;
 cutting of toothings and indents for bonding brickwork;
 cutting hoop iron, bending and holing;
 cutting up scrap metal by hand;
 cutting, drilling, chasing and plugging in brick and concrete;
 cutting of roofing tiles with tile hand-cutting machine;

"algemene werknemer": 'n werknemer wat enigeen van of al die volgende werksaamhede verrig, nl.:

Gate boor;
 kleefstof aan beton aanbring voordat dit gepleister word;
 kleefstof met 'n rolkwas of kwas aan mure aanbring;
 seëlplossings aanbring;
 rubberlym met 'n koolborsel aan sementteëls op dakke aanbring;
 steenplaveisels lê, met inbegrip van die lê- en voegwerk;
 tappte lê op vloere en mure;
 beton- en klipriole kalfater;
 lasse van bekisting met plaatmetaal of ander materiaal bedek;
 geute en pype van asbes, gietyster, gegalviniseerde yster en plastiek saag en boor;
 materiaal wat op die messel- en pleisterambag betrekking het, volgens bepaalde grootte met die hand of 'n masjien sny, uitgesonderd meetwerk;
 sloping van geboue en/of strukture;
 betonheinings oprig;
 slypwerk ter voorbereiding vir sweiswerk;
 snywerk met guillotine;
 bekleding;
 'n kragsslypmasjien op metaal bedien en vylwerk met die hand verrig;
 staalbekisting in posisie plaas en monteer, uitgesonderd loodgieterswerk;
 draers in posisie plaas sonder om vlakke te bepaal;
 mure en plafonne flodder;
 betonvloerverhardingsmiddels aanbring;
 olie of ander verduursamingsmiddels aan sierstene aanbring;
 hardhout skoonmaak;
 opvulwerk;
 skuurwerk;
 vorms met voorwerk en beton vul, met inbegrip van vasstampwerk;
 teer en die neweprodukte daarvan op geboue en ruwe timmerhout gebruik;
 kwaslak aanbring;
 vloere en ander oppervlakke met was poleer;
 stopverfbeddings aanbring (glaswerk) onder toesig van 'n ambagsman;
 ambagsmanne help deur die draad van hout te vul voordat die houtoppervlakke met doek gepoleer word;
 ambagsmanne help met die aanbring van lym aan tappe of houtoppervlakke voordat dit geklamp of geper word;
 ambagsmanne help om staaltutte in posisie te plaas, aan draers vas te maak en dit op die regte hoogte te stel;
 hangsae onder toesig bedien, help om klip reg te sit en saaglemme aanbring vir die bediening van hangsae en poleermasjinerie en/of slypsteenmasjinerie bedien;
 vloerpolitoer aanbring;
 mure en plafonne saksmeer;
 afval- of oorskietmetaal met die hand of 'n masjien baal;
 staalwapeningsmateriaal met draad aanmekaar- of vasbind en sodanige materiaal onder toesig saag, buig en monteer, oprig en aanbring;
 dagha, stene, klippe, beton of ander materiaal dra;
 rioolpype onder toesig kalfater, uitgesonderd die kalfater van lasse in gietysterpype en loodkalfaterwerk;
 tapgate skoonmaak;
 glas skoonmaak nadat dit ingesit is;
 voltooide rame skoonmaak voordat stopverf aangebring word;
 vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;
 klaat of ander hardhout skoonmaak deur oplosmiddels en staalwol te gebruik;
 staalvensters en deurkosyne onder toesig koppel;
 pype en staaltawe onder toesig met die hand saag, vasskroef, skroefdraad daarin sny en buig, maar nie koper nie;
 steierpale of -stutte saag;
 voglae sny en in posisie plaas;
 vertandings en intandings vir verbandwerk in baksteenwerk sny;
 hoepelyster sny, buig en gate daarin boor;
 afvalmetaal met die hand sny;
 stene en beton sny, boor en groewe daarin maak en proppe daarin aanbring;
 dakpanne met 'n handsnymasjien sny;

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

drawing off materials from all woodworking machines;

drilling or punching metal by power or hand machines under supervision;

erecting hoists under supervision;

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

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

filling in joints between joint of brick and concrete beam under supervision;

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

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

fixing interlocking concrete blocks without mortar under the supervision of a journeyman;

fixing asphalt sheeting to sides of steel and wood frames;

fixing lugs to steel windows and door frames under supervision;

gauging sand, stone and cement;

gauging sizes of wall and floor tiles;

grouting in joints and filling backs of stone work after fixing;

grouting of joints and bricks and tile floors and cleaning off;

handling and/or carrying timber and joinery from timber sheds or timber yards connected with the production of articles to be used in the Building Industry;

hoisting shuttering and placing in position but not fixing;

hoisting of steel and laying into position under supervision;

kneading of putty to correct consistency;

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

laying loose tiles on surfaces without bedding;

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

loading and unloading materials and goods;

mixing, application and spreading of adhesives preparatory to the setting of flooring blocks, tiles, sheeting and similar materials;

mixing mastic asphalt in pots, carrying mixed material to site of laying and rubbing up laid mastic until cold under supervision; attending to fires and cleaning up;

mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;

mixing concrete by hand or machine under supervision;

oiling and greasing machinery when not in operation;

operating stone polishing machinery;

painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paints under supervision;

placing into position of uprights, slabs and similar walling components, where no plumbing is required;

priming of surfaces with bitumastic or water-proofing solutions;

preparing roofs, including scraping and wire-brushing prior to painting;

painting of joints and backs of stone with water-proofing compound;

preservative painting of all builders' plant;

removing rust and scale from iron or steel surfaces, provided no chemicals are used;

removing loose and flaking paint from gutters, drainpipes or other surfaces: Provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;

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

scaffold-erecting under supervision;

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

scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used or journeyman's work is done by a general employee;

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

klippe of grond vir fondamente, slote, riole en kanale uitgrawe en uitneem;

materiaal van alle houtwerkmasjiene afneem;

metaal met krag- of handmasjiene onder toesig boor of pons;

hysers onder toesig oprig;

uitgrawingswerk in grond, sagte en harde rots verrig en 'n klopboor daarvoor gebruik, en die uitgegraafde klip en grond verwyder;

duike in die oppervlak van afgewerkte artikels opvul met 'n sementmengsel en die oppervlak met 'n stuk sak vryf;

lasse tussen bakstene en betorbalke onder toesig opvul;

lasse tussen muurteëls opvul en alle muurteëls skoonmaak, uitgesonderd voegstryking en -vulling;

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

inhaakbetonblokke sonder dagha vassit onder die toesig van 'n ambagsman;

asfaltplate aan kante van staal- en houtrame aanbring;

kloue aan staalvensters en deurkosyne onder toesig aanbring;

sand, klip en sement afmeet;

groottes van muur- en vloerteëls meet;

lasse met bry vul en die agterkant van klipwerk vul nadat die klip vasgesit is;

lasse in stene en vloerteëls met bry vul en dit skoonmaak;

timmerhout en skrynwerk van timmerhoutsure of timmerhoutwerke wat in verband staan met die produksie van artikels wat in die Bounywerheid gebruik word, hanteer en/of dra;

bekisting ophys en in posisie plaas maar nie vassit nie;

staal ophys en in posisie plaas onder toesig;

stopverf brei totdat dit die regte konsistensie het;

beton lê en gelykmaak, 'n betontriller bedien en onder toesig help met afvlakwerk;

los teëls op oppervlakke lê sonder om dit in te laat;

geboue wat deur Swartes geokkupeer en latrines wat deur Swartes gebruik word en ruwe timmerhout soos balke en die onderkante van vloere afwit en teer of dergelike produkte in verband daarmee gebruik: Met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae na die voltooiing van 'n gebou van hierdie omskrywing uitgesluit word;

materiaal en goedere op- en aflaai;

kleefstowwe meng, aanbring en uitstryk voordat vloerblokkies, -teëls, -plaatwerk en dergelike materiaal gelê word;

mastikasfalt in potte meng, die gemengde materiaal dra na die terrein waar dit gelê moet word en die mastik wat gelê is, onder toesig vryf totdat dit koud is;

vure aan die gang hou en skoonmaakwerk verrig;

asfaltmacadam meng, materiaal by die lêterrein stort en plaas, rolwerk met handrollers verrig;

beton met die hand of 'n masjiën onder toesig meng;

masjinerie olie en smeer wanneer dit nie aan die werk is nie;

klippoleermasjinerie bedien;

asfaltiese en/of ander komposisieplate en dakke met bitumeneuse aluminiumverf onder toesig verf of bespuit;

standers, platblokke en dergelike muurkomponente in posisie plaas waar daar geen loodgieterswerk vereis word nie;

onderlae van bitumastik of waterdigtingsoplossings op oppervlakke aanbring;

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

lasse en agterkante van klip met waterdigtingsmengsel verf;

alle bouersuïtrusting met preserveermiddels verf;

roes en skilfers van yster- of staaloppervlakke verwyder mits geen chemikalieë gebruik word nie;

los en geskilferde verf van geute, dreineerpype of ander oppervlakke verwyder: Met dien verstande dat wanneer 'n blaaslamp of verplossmiddel gebruik word, die werk onder toesig verrig word;

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

steiers onder toesig oprig;

oppervlakke wat voorheen afgewit is of ander oppervlakke afskraap of afvryf maar nie sodanige oppervlakke herstel nie;

mure of enige oppervlak afskraap of afwas vir verfwerk mits geen gereedskap gebruik word wat gewoonlik deur skilders gebruik word of geen ambagsmanswerk deur 'n algemene werknemer verrig word nie;

nuwe gegalvaniseerde oppervlakke afwas voordat dit gevef word, en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verplossmiddel gebruik word;

use of abrasives of all kinds by hand, including rubbing compounds, on preparatory work in painting and spraying, including sand paper of a grade not finer than Oakey's No. 2 strong, or equivalent, which may be used for any of these cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;

racking out of brick joints and preparation of surfaces for plastering; removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;

scraping down, by hand, finished faces of products using a wire steel brush and scrubbing brush;

shovelling materials into or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;

stopping of joints of moulds, under supervision;

stripping shuttering under supervision;

setting up of moulds, and stripping of casings and castings;

the laying of blocks to a jig, the laying of blocks not bedded in mortar or mastic and the laying of blocks in the construction of concrete floors and concrete roofs;

treating timber with preservative under supervision;

tying of roof tiles with wire;

tying up and/or packing timber, joinery, wallboard and other similar articles used in the Building Industry, excluding those in timber yards which have no direct connection with the Building Industry;

using rollers or other appliances for the purpose of bedding down flooring materials after setting or laying;

cleaning down brick and concrete with scrubbing brushes and cleaning used bricks;

wedging up wood props under supervision;

working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;

assisting journeymen or higher graded workers wherever necessary, but not to perform such higher graded work;

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

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

"hourly rate" means the employee's hourly wage prescribed in Part I of this Agreement: Provided that where a weekly wage is prescribed for an employee his hourly rate shall be calculated by dividing his weekly wage by the number of ordinary hours per week prescribed for such an employee;

"jobbing" means a job of not more than three working days' duration;

"journeyman" means any person who has served a learnership contract in terms of clause 25, or any person who has served his apprenticeship in a trade designated or deemed to have been designated under the Apprenticeship Act, 1944, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the latter Act, and shall include any person who has been registered by the Council as a journeyman in terms of clause 7;

"journeyman's assistant" means an employee who is in possession of a journeyman's assistant registration certificate issued to him by the Council in terms of clause 26, engaged under supervision of a journeyman on any or all of the undermentioned classes of work: Provided that in the case of "bricklaying" and "plastering" it means an employee who is in possession of a journeyman's assistant registration certificate and who has been permitted by the Council, upon application by an employer employing the number of journeymen determined by the Council, to assist journeymen under the supervision of the latter by performing the operations detailed hereunder for such period(s) and on such conditions as the Council may from time to time determine with a view to ensuring proper control of employment of journeyman's assistants in "bricklaying" and "plastering" and to securing the preferential employment of available journeymen by way of the application of a ratio based on the shortage of journeymen or in any other manner considered equitable by the Council: Provided further that the conditions as aforesaid shall not in any way limit or restrict the work to be performed by a journeyman;

(a) *Asphalting*.—Asphalting, waterproofing and/or dampproofing to roofs, walls, ceilings and/or floors.

skuurmiddels van alle soorte, met inbegrip van vryfmgngsels, met die hand aanwend as voorbereidingswerk vir verf- en spuitwerk, met inbegrip van skuurpapier van 'n graad wat nie fyner is nie as Oakey se No. 2-sterkte of die ekwivalent daarvan, wat vir enigeen van hierdie skoonmaakprosesse gebruik kan word, maar geen borsels, uitgesonderd skopborsels of draadborsels, mag gebruik word nie;

lasse tussen stene uitkrap en oppervlakke vir pleisterwerk voorberei; vlekke en sement van klip-, kunsklip-, leiklip-, terracotta- of dergelike oppervlakke verwyder met karborundumblokke of vryfmasjiene;

afgewerkte voorkante van produkte met 'n draadstaalborsel en met 'n skopborsel, en wel met die hand, afskraap;

materiaal met skopgrawe ingooi in of verwyder uit dagha- of betonmengmasjiene, sand sif en dagha of beton met skopgrawe meng, en wel met die hand;

voë in vorms onder toesig toestop;

bekisting onder toesig afbreek;

vorms opstel en voerings en gietstukke afstroop;

blokkies volgens 'n setmaat lê, blokkies lê wat nie in dagha of mastic gelê is nie, en die lê van blokkies by die konstruksie van betonvloere en dakke;

timmerhout onder toesig met preserveermiddels behandel;

dakpanne met draad vasbind;

timmerhout, skrynwerk, muurborde en soortgelyke artikels wat in die Bounywerheid gebruik word, maar uitgesonderd sodanige goedere in daardie timmerhoutwerwe wat nie regstreks met die Bounywerheid in verband staan nie, vasbind en/of verpak;

rollers of ander toestelle gebruik om vloermateriaal vas te rol nadat dit reggelê of gelê is;

stene en beton met skopborsels skuur en gebruikte stene skoonmaak;

wie onder toesig onder houtstutte aanbring;

klopore bedien of 'n hamer en pons gebruik om klip te splits of tapgate te boor;

ambagsmanne of werknemers van 'n hoër klas help waar nodig, maar nie om sodanige werk van 'n hoër graad te verrig nie;

"algemene voorman" 'n werknemer wat slegs in 'n suiwer toesighoudende hoedanigheid werksaam is en wat aan die hoof van 'n werkplek of werkplekke staan, wat werk aan werknemers onder sy beheer en toesig gee, dissipline handhaaf en in die algemeen aan die werkgewer verantwoordelik is vir doeltreffendheid in die werkplek of werkplekke en wat nie die werk van 'n ambagsman hoef te doen nie, uitgesonderd met tussenpose of in die hoedanigheid van instrukteur;

"swaar hangsteier" 'n werkplatform wat aan oorhoofse vrydraerstutte hang deur middel van meer as een afsonderlike hangstuk van elke vrydraerstut af;

"uurloon" die werknemer se uurloon in Deel I van hierdie Ooreenkoms voorgeskryf. Met dien verstande dat waar 'n weekloon vir 'n werknemer voorgeskryf word, sy uurloon bereken moet word deur sy weekloon te deel deur die getal gewone ure per week wat vir sodanige werknemer voorgeskryf word;

"loswerk" werk wat hoogstens drie werkdade duur;

"ambagsman" enige persoon wat ingevolge klousule 25 'n leerlingskontrak uitgedien het of enige persoon wat sy vakleerlingskap uitgedien het in 'n bedryf wat ingevolge die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat wat deur die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is, of 'n sertifikaat wat deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van laasgenoemde Wet aan hom uitgereik is, en omvat dit enige persoon wat ingevolge klousule 7 deur die Raad as 'n ambagsman gerestree is;

"ambagsmansassistent" 'n werknemer wat in besit is van 'n ambagsmansassistent-registrasiesertifikaat deur die Raad aan hom uitgereik ingevolge klousule 26, en wat onder toesig werk van 'n ambagsman in een van of al ondergenoemde klasse werk: Met dien verstande dat in die geval van "messelwerk" en "pleisterwerk" dit 'n werknemer beteken wat in besit is van 'n ambagsmansassistent-registrasiesertifikaat en wat deur die Raad toegelaat is om, na aansoek deur 'n werkgewer wat die getal werknemers in diens het wat die Raad bepaal het, ambagsmanne by te staan onder dié se toesig deur die werksaamhede wat hieronder uiteengesit is, te verrig vir dié tydperk(e) en op dié voorwaardes wat die Raad van tyd tot tyd bepaal om daardeur die behoorlike beheer oor die indiensneming van ambagsmansassistenten in "messelwerk" en "pleisterwerk" te verseker en om die voorkeurdieniensneming van beskikbare ambagsmanne te waarborg deur die toepassing van 'n getalsverhouding gebaseer op die tekort aan ambagsmanne of op enige ander wyse wat die Raad as billik bescou: Voorts met dien verstande dat voornoemde voorwaardes op geenlei wyse die werk wat 'n ambagsman moet verrig, mag beperk of belemmer nie;

(a) *Asfaltwerk*.—Die asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne en/of vloere.

(b) *Bricklaying*.—Setting in mastic or mortar blocks, bricks, slabs and/or stone in walling intended to be covered by plaster, cement grout, ground and/or other filling, suspended floors and any other materials, but excluding setting out, taking levels, plumbing angles, door jambs and window frames, setting up profiles or jigs and tuck pointing; setting in mastic or mortar slate tiles, brick tiles, quarry tiles and/or any Portland or similar cement based tiles, but excluding setting out and marking out; laying of slate.

(c) *Carpentry/structural carpentry*.—Assembly of rough timbers; fixing of rough timbers, boarding, roofing felt, bracing, ceiling boards, wall plates, joists and floor boards; fixing in position asbestos, corrugated iron, slasto roofing, wooden shingles and other composition sheeting and/or other materials shaped as roofing tiles, fixing in position asbestos, metal or other material gutters, downpipes and accessories; morticing for locks and hinges, using jig or templet, with power tools; fixing water-proofing sheeting; riveting of side laps to metal sheeting and flashings; all concrete formwork.

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

(e) *Glazing*.—Cutting of glass and similar materials; fixing glazing beads; applying face putty preparatory to final finishing.

(f) *Joinery, woodmachining, shop, office and bank fittings*.—Assembling of standard pattern doors, frames, sashes and similar joinery; clamping up or joining of boards and tops; cramping frames, doors and tops; feeding cross-cut machines; fixing of glazing beads and flats; nailing backs to fittings; nailing up drawers and trays (including bottoms) in workshop; facing framing with boards in workshop; operating edge trimming machines; operating end trimming machines; morticing or drilling of doors for locks; mass production of cupboard work—

- (a) assembling in standard jigs;
- (b) fitting bearers and plinths to cupboards in jigs;
- (c) assembling cupboards in jigs;
- (d) fitting hinges to cupboard doors in jigs;
- (e) fitting handles and catches to cupboards in jigs;

all types of work where the quantity of any article is so large that it can be assembled in jigs which must be made and set up by a journeyman; the laying of wood mosaic floors; fixing of wall coverings or similar materials to shelves, counter tops, panels, etc.

(g) *Metal work (excluding sheet metal work)*.—Welding and/or brazing, but excluding marking out and setting out.

(h) *Painting*.—Applying dry distemper; applying oil bound distemper; applying first coat of P.V.A.; applying filler coats; applying first coats to shop primed or unpainted surfaces in painting, stains and varnishing but excluding those functions performed by a journeyman; priming windows and rebates before glazing; priming to all surfaces.

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

(j) *Plumbing*.—Drilling and/or tapping; laying of pipes to falls; caulking of joints to cast iron pipes, excluding lead caulking; fitting of sheet metal work; operating bending and/or body forming machines; riveting on site; jointing, other than jointing to w.c. pans, assembling and fitting of lead, copper, plastic or other type piping for waste, soil, water (hot or cold), central heating, cooling, fire, gas or similar installations when assembled and fitted in workshop in mass produced units for housing; assembling and fixing asbestos, galvanised iron, plastic or other material gutters and downpipes in columns;

"labour-only contract" means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than laid down in clause 8, and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

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

"learner" means an employee employed by his employer under a written contract of service duly approved and registered by the Council in terms of clause 25 of Part 1, and shall in the case of all trades (except asphaltting and glazing) be an employee of the age of 21 years or over;

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

"lock-up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, all

(b) *Messelwerk*.—Blokke, stene, platblokke en/of klip in mastik of dagha lê in muurwerk wat met pleister, sementbry, grond en/of ander vulsel gedek moet word, hangvloere en enige ander materiaal, maar uitgesonderd uitlewerk, hoogtes meet, hoeke, deursyne en vensterrame in die lood bring, profiele of setmate opstel en rivoegwerk; leiteëls, steenteëls, kleiteëls en/of teëls met Portland- of dergelike sement as basis in mastik of dagha lê, maar uitgesonderd uitle- en uitmerkwerk; leiklip lê.

(c) *Timmer/Boutimmerwerk*.—Onbewerkte hout aanmeekarsit; onbewerkte hout, planke, dakvilt, latwerk, plafonplanke, muurplate, balke en vloerplanke vassit; asbes-, sink- en slastodakke, dakspane en ander komposisieplate en/of ander materiaal in die vorm van dakteëls in posisie plaas; geute, geutype en bybehore van asbes, metaal of 'n ander materiaal in posisie plaas; tapwerk vir slotte en skarniere met kraggereedskap verrig, met gebruikmaking van setmate of patroonplate; waterdigte plate vassit; sy-oorslagte aan metaalplate en -voegskorte vasklink; alle soorte betonbekisting.

(d) *Vloerlêwerk*.—Alle soorte houtmosaïek-, verende (uitgesonderd alle soorte matte) komposisievloer- en -muurbedekking lê en vassit; maar uitgesonderd plak-, paneel-, uitmerk- en uitlewerk.

(e) *Beglasing*.—Die sny van glas en soortgelyke materiaal; die vassit van ruitkraallyste; voorstopverf aanwend voor die finale afwerking.

(f) *Skrynwerk, houtmasjienerwerk, uitrus van winkels, kantore en banke*.—Deure, rame, vensterrame en dergelike skrynwark van standaardpatrone aanmeekarsit; planke en blaaië vasklamp of las; rame, deure en blaaië vasklamp; dwarssaagmasjiene voer; ruitkraallyste en -plaatstukke aanbring; rugstukke aan toebehore vasspyker; laaie en bakke (met inbegrip van bome) in werkwinkel vasspyker; borde aan voorkante van raamwerk in werkwinkel aanbring; randafwerkmasjiene bedien; entafwerkmasjiene bedien; tapgate in deure maak of gate daarin boor vir slotte; massaproduksie van kaswerk—

- (i) volgens standaardsetmate aanmeekarsit;
- (ii) drabalke en plinte volgens setmate in kaste aanbring;
- (iii) kaste volgens setmate aanmeekarsit;
- (iv) skarniere volgens setmate aan kasdeure aanbring;
- (v) handvatsels en knippe volgens setmate aan kaste aanbring;

alle tipes werk waar die getal artikels so groot is dat sodanige artikels aanmeekarsit kan word volgens setmate wat deur 'n ambagsman gemaak en opgestel moet word; houtmosaïekvloere lê; muurbedekkinge of dergelike materiaal aanbring aan rakke, toonbankblaaië, panele, ens.

(g) *Metaalwerk (uitgesonderd plaatmetaalwerk)*.—Sweis- en/of sweis-soldeerwerk, maar uitgesonderd afmerk- en uitlewerk.

(h) *Verfwerk*.—Droë distemper aanwend; met olie aangemaakte distemper aanwend; eerste laag PVA aanwend; stryksellae aanbring; eerste verf-, beits- en vernislae aanwend aan oppervlakke wat in die werkwinkel 'n grondlaag gekry het of wat ongeveer is, maar uitgesonderd dié funksies wat 'n ambagsman verrig; grondlae aan vensters en sponnings aanbring voor beglasing; grondlae aan alle oppervlakke aanbring.

(i) *Pleisterwerk*.—Die raping van skurwe oppervlakke; afvlakking met 'n reihout; voorlopige afwerking ter voorbereiding vir finale troffelwerk en finale afwerking, maar uitgesonderd die finale troffelwerk aan eenlaagwerk en die volledige aanwending van afwerklae.

(j) *Loodgieterswerk*.—Boorwerk en/of moerdraadsny; pype volgens val lê; lasse aan gietystertype kalfater, uitgesonderd loodkalfaterwerk; plaatmetaalwerk vassit; buig- en/of bakvormmasjiene bedien; klinkwerk op die terrein; laswerk, uitgesonderd laswerk aan spoelklosetpanne; die aanmeekarsit en vassit van lood-, koper-, plastiek- of ander soort pype vir afval-, riool-, water- (warm of koud), sentraleverwarmings-, verkoelings-, stook-, gas- of dergelike installasies as dit vir massaproduksie-eenhede vir behuising in die werkwinkel aanmeekarsit en vassit is; die aanmeekarsit en vassit van geute en geutype van asbes, sink, plastiek of 'n ander materiaal in suile;

"slegs-arbeid-kontrak" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te doen en om betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 8 voorgeskryf, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

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

"leerling" 'n werknemer wat deur sy werkgever in diens geneem word ingevolge 'n skriftelike dienskontrak behoorlik deur die Raad goedgekeur en geregistreer ingevolge klousule 25 van Deel I, en wat in die geval van alle ambagte (uitgesonderd by asfaltwerk en beglasing) 'n werknemer van 21 jaar of ouer moet wees;

"ligte hangsteier" 'n werkplatform wat aan oorhoofse vrydraerstutte hang deur middel van 'n enkele hangstuk van elke vrydraerstut af;

"toesluitplek" enige skuur, kamer, werkwinkel, fabriek of soortgelyke werkplek, wat bestaan uit vier mure en 'n dak en gebou is van beton, steenmesselwerk, hout, yster of enige kombinasie daarvan, wat behoorlik

windows, fanlights and other openings to be properly burglarproofed, the whole to be so constructed as to provide a place for the safe keeping of employees' tools and overalls at any time;

"mechanical vehicle" means any vehicle self-propelled by mechanical power used for the conveyance or haulage of goods and materials of any description;

"military service" means any service or duty performed or training undergone in any division or section of the South African Defence Force, but excluding the initial service of 12 months in terms of sections 22 (3) (a) and 44 (3) of the Defence Act;

"minor" means an employee employed during the probationary period allowed under the Apprenticeship Act, 1944;

"National Fund" means the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (South Africa)];

"ordinary working hours" or "ordinary hours of work" means the hours of work prescribed in clause 10 of Part I;

"overtime" means, subject to the provisions of clause 11, that portion of any period during which an employee works for his employer during any one week or on any one day, as the case may be, which is in excess of or outside the ordinary working hours;

"pay-load" means the net carrying capacity or the net load which a vehicle may carry in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Central Road Transportation Board or by any local road transportation Board under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority, whichever net carrying capacity or net load may be the greater;

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

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

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

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

- Cutting and trimming of wedges by hand;
- drilling holes by machine;
- glueing and fixing edging to shelves and flat board mass-produced in workshop;
- operating automatic press;
- operating door or sash clamps;
- operating drum and belt sanders;
- sandpapering of counter tops and similar surfaces;
- framing with corrugated fasteners;
- hand sanding or operating mechanical hand sanders;
- applying paint to roofs (topside and underside) under supervision of a journeyman;
- painting of structural steel work;
- limewashing and cement dressing, other than to the extent provided for in the definition of "general employee";
- sizing;
- oiling all surfaces;
- applying floor lacquers and dressings;
- painting inside of gutters;
- driving tractors, operating cranes and/or hoists;
- supervising solely general employees;
- assembling metal windows;
- operating floor sanding machines;
- using glazing sprigg guns in workshops only;
- operating on rough timber, power-driven saws, band resaws, frame saws and cross-cut saws, 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;

toegesluit kan word, waarvan al die vensters, boligte en ander openinge behoorlik van diefstaling voorsien is, en wat as geheel so gebou is dat dit altyd 'n plek is waar die werknemer se gereedskap en oorpakke veilig bewaar kan word;

"meganiese voertuig" 'n voertuig selfaangedryf deur meganiese krag wat vir die vervoer van sleep van goedere en materiaal van enige aard gebruik word;

"militêre diens" enige diens of plig wat verrig of opleiding wat ondergaan word in enige afdeling van die Suid-Afrikaanse Verdedigingsmag, maar uitgesonderd die aanvangsdiens van 12 maande ingevolge artikels 22 (3) (a) en 44 (3) van die Verdedigingswet;

"minderjarige" 'n werknemer in diens gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word;

"Nasionale Fonds" die Nasionale Ontwikkelingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (South Africa)];

"gewone werkure" die werkure in klousule 10 van Deel I voorgeskryf;

"oortyd", behoudens klousule 11, dié gedeelte van 'n tydperk waartydens 'n werknemer gedurende 'n bepaalde week of op 'n bepaalde dag, na gelang van die geval, vir sy werkgever werk, en wat langer is as die gewone werkure of wat daarbuite val;

"loonvrag" die netto dravermoeë of netto vrag wat 'n voertuig mag dra kragtens 'n motortransportsertifikaat of vrystellingsertifikaat wat ten opsigte van sodanige voertuig deur die Sentrale Padvervoerraad of 'n plaaslike padvervoerraad kragtens die Motortransportwet, 1930, uitgereik is, of kragtens 'n geskiktheidsertifikaat wat deur 'n plaaslike owerheid ten opsigte van sodanige voertuig uitgereik is, naamlik die grootste netto dravermoeë of netto vrag;

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

"steier" enige struktuur of raamwerk wat gebruik word vir die ondersteuning van persone, uitrusting en materiaal in verhewe posisies in verband met bou- of uitgrawingswerk;

"Sekretaris" die Sekretaris van die Raad en ook enige beamppte wat deur die Raad benoem word om namens die Sekretaris op te tree;

"halfgeskoolde werknemer" 'n werknemer wat enigeen van of al die volgende klasse werk verrig, naamlik:

- Wie met die hand saag en afwerk;
- gate met 'n masjien boor;
- randstukke aan rakke en platbordstukke wat in massa in werkwinkels geproduseer is, lym en vassit;
- 'n outomatiese pers bedien;
- deur of versterraamklampe bedien;
- rol- en bandskuurmajiene bedien;
- blaas van toonbanke en dergelike oppervlakke skuur;
- rame aanmekearsit met kartelkramme;
- handskuurwerk verrig of meganiese handskuurmasjiene bedien;
- verf aan dakke (bo- en onderkant aanbring onder toesig van 'n ambagsman;
- boustaalwerk verf;
- witkalk en sementstryksel aanbring, uitgesonderd in die mate waarvoor daar in die omskrywing van "algemene werknemer" voorsiening gemaak word;
- planeerwerk verrig;
- alle oppervlakke olie;
- vloerlak en afwerkmateriaal aanbring;
- die binnekant van geute verf;
- trekkers dryf, krane en/of hysers bedien;
- uitsluitlik oor algemene werknemers toesig hou;
- metaalvensters monteer;
- vloerskuurmasjiene bedien;
- ruitspykerslaghamers alleenlik in werkwinkels gebruik;
- kragsae, bandnasaagmasjiene, raamsae en dwarssae op ruwe timmerhout bedien, met inbegrip van die beweging van die skerm soos vereis mag word, onder toesig van 'n ambagsman, maar uitgesonderd die verwydering, vervanging, skerpmaak, hamerbewerking en/of stel van saaglemme;
- die werk van 'n ketelbediener verrig;
- klipwerk in tuine verrig;
- vooraf gegiete oppervlakanale lê;
- vooraf gegiete betonplaatblokke lê;
- ongelaagde klipmuurwerk verrig, uitgesonderd dié wat deel van 'n gebou of bouwerk uitmaak;
- 'n Mall-en-Biax- of dergelike tipe verplaasbare toller, buigsame snymasjiens, afwerk- of ander masjinerie bedien;
- 'n Tirolse of dergelike masjien bedien;

cutting, assembling and nailing roof trusses using jig or templet;
the fixing and nailing of pre-cut rafters, purlins, bearers, battens, boarding, brandering, runners or cleats in premarked positions;
fixing cork or other insulating materials;
erecting steel or wood pre-made form work in pre-marked positions;
cutting and drilling to templet;
using electric or other type of portable saw;
mass fabrication of concrete form work panels in jigs, excluding column boxes;

"special savings stamp" means the official stamp referred to in clause 37 (10) of Part I and which is issued by the Council;

"stamp" or "Holiday Fund Stamp" means the official stamp referred to in clause 32 of Part I and which is issued by the Council;

"structure" includes walls, brick or concrete boundary 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 suitable floor, bunk, washing facilities and separate lavatory accommodation;

"supervision" means remaining within such a distance of the work to be supervised that all details of the work can reasonably be observed;

"tool box" means a proper container lawfully in the possession of an employee, which is utilised solely for the storage of his tools, which is composed of wood, metal or any combination thereof and/or any other suitable material approved by the Council and, the whole of which is so constructed as to provide a place for the safe-keeping of his tools at any time;

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

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

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 8, in respect of the ordinary hours laid down in clause 10 of Part I of this Agreement: 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 8, it means such higher amount;

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

"week" means from Monday to Friday inclusive;

"wet weather shelter" means a shelter constructed of weather-proof materials;

"working day" means any day, other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settler's Day, Day of the Covenant, Christmas Day and New Year's Day and the annual leave period in terms of clause 37 of Part I of this Agreement, in respect of the ordinary hours of work prescribed in clause 10 of Part I of this Agreement;

4. LABOUR-ONLY CONTRACTS

(1) An employer who gives out work to a labour-only contractor shall, within seven days thereafter, submit to the Council the name, address and Council registration number of such labour-only contractor as well as the address of the site on which he will be employed, together with the date as from which he will be so engaged, and shall also submit such particulars in respect of such labour-only contractors engaged by him during the preceding month to the Council on or before the seventh day of each and every month.

(2) Any person operating as a labour-only contractor shall, before 31 January each year, renew his registration with the Council when a current registration certificate shall be issued to him by the Council.

(3) No employer shall give out work to a labour-only contractor unless such labour-only contractor is in possession of a current registration certificate issued by the Council.

(4) All working employers, directors and/or partners operating as labour-only contractors shall comply with the provisions of the following clauses and any amendments, extensions, renewals or replacements thereof as if they were journeymen:

Clauses 7, 15 and 23;

clause 8 (as amended) of the Agreement published under Government Notice R. 162 of 4 February 1977;

clause 6 of the Agreement published under Government Notice R. 2070 of 20 October 1978;

clause 7 of the Agreement published under Government Notice R. 2445 of 2 November 1979.

(5) An employer who gives out work to a labour-only contractor who does not employ his own labour, shall in respect of such labour-only contractor comply with the provisions of the clauses quoted in subclause (4), and any amendments, extensions, renewals or replacements thereof, as if such labour-only contractor was a journeyman.

dakkappte saag, monteer en vasspyker met gebruikmaking van 'n set-maat of patroonplaat;

vooraf gesaagde dakspare, kaplatte, drabalkke, latte, planke, latwerk, draers of klampe in vooraf gemerkte posisies vassit en vasspyker;

kurk of ander isoleermateriaal aanbring;

vooraf gemaakte vormwerk van staal of hout in vooraf gemerkte posisies oprig;

saag- en boorwerk volgens patroonplaat verrig;

elektriese of ander tipe verplaasbare saag gebruik;

betonvormwerkpanele, uitgesonderd kolombekisting, in massa volgens setmate vervaardig;

"spesiale spaarseël" die amptelike seël in klousule 37 (10) van Deel I vermeld; wat deur die raad uitgereik word;

"seël" of "Vakansiefondsseël" die amptelike seël in klousule 32 van Deel I vermeld, wat deur die Raad uitgereik word;

"bouwerk" ook mure, grensmure van steen of beton, keermure en monumente, uitgesonderd grafstene en begraaftaaisgedenktekens;

"geskikte slaapplek" 'n waterdigte skuiling wat deeglik gesluit kan word en oor 'n geskikte vloer, slaapbank, wasfasiliteite en afsonderlike toiletgeriewe beskik;

"toesighouding" om so ver van die werk af te bly waarom toesig gehou moet word dat alle besonderhede van die werk maklik gesien kan word;

"gereedskapkis" 'n behoorlike houer wettiglik in die besit van 'n werknemer wat gebruik word net vir die berging van sy gereedskap, wat gemaak is van hout, metaal of 'n kombinasie daarvan en/of ander geskikte materiaal wat deur die Raad goedgekeur is en wat in sy geheel so gemaak is dat dit te alle tye plek verskaf vir die veilige bewaring van sy gereedskap;

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

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

"loon" daardie gedeelte van die besoldiging wat ingevolge klousule 8 in die vorm van geld aan 'n werknemer betaalbaar is vir die gewone ure in klousule 10 van Deel I van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld vir sodanige gewone werke 'n groter bedrag betaal as dié in klousule 8 voorgeskryf, dit sodanige groter bedrag beteken;

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

"week" beteken die tydperk van Maandag tot en met Vrydag;

"natweerskuiling" 'n skuiling wat van waterdigte materiale gebou is;

"werkdag" enige dag, uitgesonderd Saterdag, Sondag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Geloftedag, Kersdag en Nuwejaarsdag en die jaarlikse verloftydperk kragtens klousule 37 van Deel I van hierdie Ooreenkoms, ten opsigte van die gewone werke in klousule 10 van Deel I van hierdie Ooreenkoms voorgeskryf.

4. SLEGS-ARBEID-KONTRAKTE

(1) 'n Werkgewer wat werk aan 'n slegs-arbeid-kontrakteur uitbestee, moet binne sewe dae daarna aan die Raad die naam, adres en die Raad se registrasienommer van die slegs-arbeid-kontrakteur voorleë asook die adres van die terrein waarop hy sal werk, saam met die datum waarop hy aldus in diens sal wees, en hy moet ook voor of op die sewende dag van elke maand die besonderhede ten opsigte van sodanige slegs-arbeid-kontrakteurs as wat hy die vorige maand in diens geneem het aan die Raad voorleë.

(2) 'n Persoon wat as slegs-arbeid-kontrakteur diens doen, moet voor 31 Januarie elke jaar sy registrasie by die Raad hernieue, en dan moet 'n nuwe registrasiesertifikaat deur die Raad aan hom uitgereik word.

(3) Geen werkgewer mag werk aan 'n slegs-arbeid-kontrakteur uitbestee nie tensy dié slegs-arbeid-kontrakteur in besit is van 'n geldende registrasiesertifikaat wat deur die Raad uitgereik is.

(4) Alle werkende werkgewers, direkteurs en/of vennote wat as slegs-arbeid-kontrakteurs optree, moet voldoen aan die volgende klousules en enige wysigings, verlengings, hernuings of vervangings daarvan asof hulle ambagsmanne is:

Klousules 7, 15 en 23;

klousule 8 (soos gewysig) van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 162 van 4 Februarie 1977;

klousule 6 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2070 van 20 Oktober 1978;

klousule 7 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2445 van 2 November 1979.

(5) 'n Werkgewer wat werk uitbestee aan 'n slegs-arbeid-kontrakteur wat nie sy eie arbeid emplojeer nie, moet ten opsigte van sodanige slegs-arbeid-kontrakteur voldoen aan die klousules in subklousule (4) genoem en enige wysigings, verlengings, hernuings of vervangings daarvan asof so 'n slegs-arbeid-kontrakteur 'n ambagsman is.

5. HIRE OF LABOUR

(1) No employer shall—

(a) avail himself of the services of another person for the supply of labour to perform work covered by this Agreement on any basis which provides for remuneration, benefits and allowances to be paid to a person other than a person performing such work;

(b) in respect of work covered by this Agreement pay remuneration, benefits and allowances to a person other than the person who, in terms of this Agreement, is entitled to such remuneration, benefits and allowances.

(2) No employee shall make his labour available to an employer on the basis of any contract or arrangement with another person which precludes such employee from exercising his rights under this Agreement to secure from the employer for whom he performs work, the remuneration, benefits and allowances prescribed by this Agreement.

(3) The provisions of subclauses (1) and (2) hereof shall not apply in respect of an employee in the bona fide employ of an employer to whom this Agreement applies who, with the consent of such employer, performs work covered by this Agreement for another employer to whom this Agreement applies.

6. PROHIBITED EMPLOYMENT

(1) No person other than a general foreman, foreman, journeyman, labour-only contractor, learner, apprentice or a trainee shall perform the work of a journeyman, except that a journeyman's assistant may perform those operations set out in the definition of that class of employee.

(2) No person other than a general foreman, foreman, journeyman, labour-only contractor, learner, apprentice or a trainee, shall be employed on any of the operations mentioned in the definition of "journeyman's assistant", unless he has been registered as a journeyman's assistant by the Council.

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

7. REGISTRATION OF EMPLOYEES

(1) Any person shall, if desirous of working in the Industry as a journeyman, apply for a registration card and furnish the Council with such documentary or practical proof as the Council may deem necessary to substantiate the applicant's qualification for a registration certificate: Provided that if a general foreman or foreman takes up employment as a journeyman in the Industry the provisions of this clause shall *mutatis mutandis* apply to such employee.

(a) The Council shall register as "journeymen" such persons who have either—

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

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

(iii) served a learnership contract in terms of clause 25.

(b) The Council may at its discretion also register as "journeymen" any other person who can prove to the Council's satisfaction that he is entitled to such registration:

Provided that registration as journeyman shall be subject to the sole discretion of the Council.

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

(3) Every employee who has been issued with a certificate in terms of subclauses (1) and (2) shall, upon accepting employment in the Industry, produce such certificate to his employer, and also to an agent of the Council on request: Provided that if such employee is a member of any of the trade unions he shall also produce such certificate to the organiser(s) of the trade union of which he is a member on being requested to do so.

(4) Any certificate issued in terms of this clause shall be retained by the employee and such employee shall, on being requested to do so by the Council, surrender the certificate to the Council.

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

(6) In order to enable the Council to give effect to the provisions of this clause, every employer and employee shall within 21 days of being requested by the Council to do so, furnish the Council with such particulars in such form as the Council may request and every employee shall furnish his employer with such information as the employer may require in order to enable him to comply with the requirements of this subclause.

5. HUUR VAN ARBEID

(1) Geen werkgewer mag—

(a) gebruik maak van die dienste van iemand anders vir die lewering van arbeid om werk te verrig wat deur hierdie Ooreenkoms gedek word op 'n grondslag wat voorsiening maak vir besoldiging, bystand en toelae aan iemand anders as die persoon wat die werk doen nie;

(b) ten opsigte van werk wat deur hierdie Ooreenkoms gedek word, besoldiging, bystand en toelae aan 'n ander persoon betaal as die persoon wat ingevolge hierdie Ooreenkoms op sodanige besoldiging, bystand en toelae geregtig is nie.

(2) Geen werknemer mag sy arbeid aan 'n werkgewer beskikbaar stel op grondslag van 'n kontrak of reëling met iemand anders wat so 'n werknemer verhinder om sy regte ingevolge hierdie Ooreenkoms uit te oefen om van die werkgewer vir wie hy werk verrig die besoldiging, bystand en toelae te verkry wat deur hierdie Ooreenkoms voorgeskryf word nie.

(3) Subklousules (1) en (2) hiervan is nie van toepassing ten opsigte van 'n werknemer wat bona fide in diens van 'n werkgewer is op wie hierdie Ooreenkoms van toepassing is, en wat, met die toestemming van sodanige werkgewer, werk wat deur hierdie Ooreenkoms gedek word, verrig vir 'n ander werkgewer op wie hierdie Ooreenkoms van toepassing is nie.

6. VERBODE INDIENSNEMING

(1) Niemand, uitgesonderd 'n algemene voorman, voorman, ambagsman, slegs-arbeid-kontraakteur, leerling, vakleerling of kwekeling mag die werk van 'n ambagsman verrig nie, maar 'n ambagsmansassistent mag daardie werksaamhede verrig wat in die omskrywing van dié klas werknemer uiteengesit word.

(2) Niemand, uitgesonderd 'n algemene voorman, voorman, ambagsman, slegs-arbeid-kontraakteur, leerling, vakleerling of kwekeling mag vir enigen van die werksaamhede genoem in die omskrywing van "ambagsmansassistent" in diens geneem word nie, tensy hy deur die Raad as ambagsmansassistent geregistreer is.

(3) Behoudens artikel 83 van die Wet, en ondanks andersluidende bepalinge in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van 'n persoon verbied, geag die werkgewer vry te stel van betaling van die voorgeskrewe besoldiging wat hy sou moet betaal het en van nakoming van die bepalinge wat hy sou moet nagekom het indien sodanige indiensneming nie verbied was nie, en die werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige bepalinge na te kom asof sodanige indiensneming nie verbied was nie.

7. REGISTRASIE VAN WERKNEMERS

(1) 'n Persoon moet, indien hy as ambagsman in die Nywerheid wil werk, om 'n registrasiekaart aansoek doen en die Raad van sodanige dokumente of praktiese bewys voorsien as wat die Raad nodig ag om die aansoeker se kwalifikasie vir 'n registrasiesertifikaat te staaf: Met dien verstande dat as 'n algemene voorman of 'n voorman diens as 'n ambagsman in die Nywerheid aanvaar hierdie klousule *mutatis mutandis* op sodanige werknemer van toepassing is.

(a) As "ambagsman" moet die Raad persone registreer—

(i) wat ingevolge die Wet op Vakleerlinge, 1944, 'n leerlingskontrak uitgedien het; of

(ii) aan wie 'n vaardigheidsertifikaat kragtens artikel 6 of 'n bedryfsdiploma kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, uitgereik is; of

(iii) wat ingevolge klousule 25 'n leerlingkontrak uitgedien het.

(b) Die Raad kan na goëddunke ook enige ander persoon wat tot die Raad se tevredenheid kan bewys dat hy op sodanige registrasie geregtig is, as "ambagsman" registreer:

Met dien verstande dat registrasie as ambagsman enkel by goëddunke van die Raad berus.

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

(3) Elke werknemer aan wie 'n sertifikaat ingevolge subklousules (1) en (2) uitgereik is, moet wanneer hy diens in die Nywerheid aanvaar, dié sertifikaat aan sy werkgewer toon, asook op versoek aan 'n agent van die Raad: Met dien verstande dat as sodanige werknemer lid van enige van die vakverenigings is hy die sertifikaat op versoek ook moet toon aan die organisateur(s) van die vakvereniging waarvan hy lid is.

(4) 'n Werknemer moet die sertifikaat behou wat ingevolge hierdie klousule aan hom uitgereik word, en hy moet die sertifikaat aan die Raad gee wanneer hy deur die Raad daartoe versoek word.

(5) Die Raad kan 'n sertifikaat wat ingevolge hierdie klousule uitgereik is, wysig of intrek en in sodanige omstandighede is die Raad se beslissing finaal.

(6) Ten einde die Raad in staat te stel om uitvoering te gee aan hierdie klousule, moet elke werkgewer en werknemer binne 21 dae nadat hy deur die Raad daartoe versoek word aan die Raad sodanige besonderhede en in so 'n vorm verskaf as wat die Raad mag verlang, en elke werknemer moet aan sy werkgewer sodanige inligting verskaf as wat die werkgewer nodig mag hê om hom in staat te stel om aan die vereistes van hierdie subklousule te voldoen.

(7) No journeyman shall, accept employment in the Building Industry and no employer shall employ an employee, unless he produces to the employer a certificate issued to him in terms of this clause: Provided that this shall not apply if he produces to the employer proof from the Council that application has been made for a certificate of registration in terms of this clause, in which event such employee shall not accept employment and the employer shall not employ him for a period exceeding one month from the date of this application to the Council, without a certificate of registration.

(8) Every labour-only contractor, who is operating as such at the date of coming into operation of this Agreement shall, within one month from such date, and every other person who after the date of coming into operation of this Agreement, operates as a labour-only contractor, shall within seven days after commencing operations in such capacity, register with the Council: as a labour-only contractor, and furnish the Council with such particulars and documents as the Council may require, and shall during January of each year renew such registration, and the Council shall issue a certificate of registration to such labour-only contractor which certificate shall be produced on demand to an agent of the Council or the principal contractor.

(9) The Council may at its discretion combine the registration certificate with the contribution cards referred to in clause 37 (8) of this Agreement and these shall be in such form as may be determined by the Council from time to time.

8. WAGES

(1) (a) *Minimum wage rates.*—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 3/5/81	From 4/5/81	
		Per hour	Per hour
		R	R
(i) General employees	0,78½	0,85	
(ii) Semi-skilled employees	0,87½	0,94½	
(iii) Journeyman's assistants	1,20½	1,30	
(iv) Drivers of mechanical vehicles with a payload of—			
up to and including 2 722 kg	0,87½	0,94½	
over 2 722 kg but not exceeding 4 536 kg	1,00	1,08	
over 4 536 kg	1,09½	1,18½	
(v) General foreman, foreman and journeymen in all trades and occupations	2,37	2,56	
(vi) Watchmen—per six-day week: R31,73, from 4/5/81: R34,27			
(vii) Apprentices: Wages as prescribed under the Apprenticeship Act for apprentices in the Building Industry			
(viii) Minors in all trades: Wages as prescribed for apprentices in the Building Industry			
(ix) Learners: Wages as fixed by the Council in terms of clause 25			
(x) Female unskilled cleaners: 70 per cent of the wage prescribed for general employees in paragraph (i)	—	—	
(xi) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees	0,78½	0,85	

(b) Notwithstanding the provisions of subclause (1), an employer shall be entitled to pay an employee who has not worked a full week of not less than 40 ordinary hours a wage at a rate not less than the following:

(i) Employees for whom wages are prescribed in subclause (1) (a) (v), a wage rate of 6 per cent (rounded off to the nearest whole cent) less than that prescribed in the foregoing paragraph of subclause (1);

(ii) employees for whom wages are prescribed in subclause (1) (a) (i), (ii), (iii), (iv), (x) and (xi), a wage rate of 10 per cent (rounded off to the nearest whole cent) less than that prescribed in the foregoing paragraph of subclause (1).

(c) In the event of a paid public holiday falling within any week and an employee mentioned in subclause (1) (a) having worked all the remaining working days of the week, the employer shall pay such an employee for the remaining days at the hourly rate prescribed in subclause (1) (a).

(d) In the event of inclement weather preventing an employee mentioned in subclause (1) (a) from working on any day or days during any week, and such employee having worked all the remaining working days of the week and having reported for work on such day or days on which inclement weather occurs, an employer shall pay such employee for such remaining days at the hourly rate prescribed in subclause (1) (a).

(7) Geen ambagsman mag diens in die Bounywerheid aanvaar nie en geen werkgewer mag so 'n werknemer in diens neem nie, tensy hy aan die werkgewer 'n sertifikaat toon wat ingevolge hierdie klousule aan hom uitgereik is: Met dien verstande dat dit nie van toepassing is nie indien hy aan die werkgewer bewys van die Raad voorlê dat hy wel ooreenkomstig hierdie klousule om 'n registrasiesertifikaat aansoek gedoen het, en in so 'n geval mag sodanige werknemer sonder so 'n registrasiesertifikaat nie diens aanvaar en mag die werkgewer hom nie in diens neem vir 'n tydperk van meer as een maand vanaf die datum van sy aansoek by die Raad nie.

(8) Elke slegs-arbeid-kontrakteur wat op die datum van inwerkingtreding van hierdie Ooreenkoms as sodanig werk, moet binne 'n maand vanaf die datum, en elke ander persoon wat na die datum van inwerkingtreding van hierdie Ooreenkoms as 'n slegs-arbeid-kontrakteur werk, moet binne sewe dae nadat hy met sy werk in dié hoedanigheid begin het, by die Raad as 'n slegs-arbeid-kontrakteur registreer en aan die Raad die besonderhede en dokumente voorlê wat die Raad vereis en die registrasie gedurende Januarie elke jaar hernieu, en die Raad moet 'n registrasiesertifikaat aan sodanige slegs-arbeid-kontrakteur uitreik, welke sertifikaat op aanvraag van 'n agent van die Raad of die hoofkontrakteur getoon moet word.

(9) Die Raad kan na goedgekeurde die registrasiesertifikaat kombineer met die bydraekte in klousule 37 (8) van hierdie Ooreenkoms vermeld en dit moet dan in sodanige vorm wees as wat die Raad van tyd tot tyd besluit.

8. LONE

(1) (a) *Minimum loonskaal.*—Geen lone wat laer is as die volgende, gelees met die res van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Klas werknemer	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 3/5/81	Vanaf 4/5/81	
		Per uur	Per uur
		R	R
(i) Algemene werknemers	0,78½	0,85	
(ii) Halfgeskoolde werknemers	0,87½	0,94½	
(iii) Ambagsmansassistenten	1,20½	1,30	
(iv) Drywers van meganiese voertuie met 'n loonvrag van—			
tot en met 2 722 kg	0,87½	0,94½	
Meer as 2 722 kg maar hoogstens 4 536 kg	1,00	1,08	
meer as 4 536 kg	1,09½	1,18½	
(v) Algemene voormanne, voormanne en ambagsmanne in alle ambagte en beroepe	2,37	2,56	
(vi) Wage—per week van ses dae: R31,73 vanaf 4/5/81: R34,27			
(vii) Vakleerlinge: Lone ooreenkomstig die Wet op Vakleerlinge voorgeskryf vir vakleerlinge in die Bounywerheid			
(viii) Minderjariges in alle ambagte: Lone vir vakleerlinge in die Bounywerheid voorgeskryf			
(ix) Leerlinge: Lone soos deur die Raad vasgestel ingevolge klousule 25			
(x) Vroulike ongeskoolde skoonmakers: 70 per sent van die loon in paragraaf (i) vir algemene werknemers voorgeskryf			
(xi) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	0,78½	0,85	

(b) Ondanks subklousule (1), is 'n werkgewer daartoe geregtig om 'n werknemer wat nie 'n volle week van minstens 40 gewone ure gewerk het nie 'n loon te betaal teen minstens die volgende skaal:

(i) Werknemers vir wie lone in subklousule (1) (a) (v) voorgeskryf word, 'n loon van 6 persent (afgerond tot die naaste hele sent) minder as die loon voorgeskryf in die voorafgaande paragraaf van subklousule (1);

(ii) werknemers vir wie lone in subklousule (1) (a) (i), (ii), (iii), (iv), (x) en (xi) voorgeskryf word, 'n loon van 10 persent (afgerond tot die naaste hele sent) minder as die loon voorgeskryf in die voorafgaande paragraaf van subklousule (1).

(c) Ingeval 'n openbare vakansiedag met besoldiging binne 'n week val en 'n werknemer in subklousule (1) (a) vermeld al die ander werkdag van die week gewerk het, moet die werkgewer sodanige werknemer vir die ander dae betaal teen 'n uurloon soos voorgeskryf in subklousule (1) (a).

(d) Ingeval gure weer 'n werknemer in subklousule (1) (a) vermeld, verhoed om op enige dag of dae gedurende enige week te werk, en sodanige werknemer al die ander werkdag van die week gewerk het en hom op die dag of dae waarop die gure weer voorkom vir werk aangemeld het, moet 'n werkgewer sodanige werknemer vir sodanige ander dae betaal teen die uurloon voorgeskryf in subklousule (1) (a).

(e) In the event of an employee mentioned in subclause (1) (a) not being able to complete a full week due to termination of employment during that week, the employer shall pay such employee for the days worked at the hourly rate prescribed in subclause (1) (a).

(f) In the event of an employee mentioned in subclause (1) (a) commencing employment with an employer during a week and working the remaining days of that week, the employer shall pay such employee for such remaining days at the hourly rate prescribed in subclause (1) (a).

(g) In the event of an employee mentioned in subclause (1) (a) being prevented from working on any working day or part of a working day during any week due to the breakdown and/or inavailability of any public transport normally at his disposal on the most direct route between his normal place of abode and the job, yard or workshop where he is employed and such employee having worked all the remaining ordinary hours of work of the week, the employer shall pay such employee for such remaining ordinary hours of work at the hourly rate prescribed in subclause (1) (a).

(h) In the event of an employee mentioned in subclause (1) (a) being unable to complete a full week or to continue working on any day or days due to slackness of work or unavoidable delays in securing delivery of materials, or other causes beyond the control of the employer, and such employee having worked all the remaining days of the week, the employer shall pay such employee for the remaining days worked at the hourly rate prescribed in subclause (1) (a).

(i) In the event of an employee mentioned in subclause 1 (a) being unable to complete a full week due to sickness or absence from work due to an accident which is compensable under the Workmen's Compensation Act, 1941, and such employee having worked all the remaining working days of the week, the employer shall pay such employee for the remaining working days at the hourly rate prescribed in subclause (1) (a): Provided that an employer may require the employee to produce satisfactory proof substantiating the nature and duration of his incapacity: Provided further that if he was suffering from alcoholism, drug addiction or their sequelae or was incapacitated through sickness due to his own wilful negligence or misconduct he shall not be entitled to the rate prescribed in subclause (1) (a).

(j) Any disputes concerning the interpretation, meaning or intention of any of the provisions referred to in this subclause which the employer and the employee are unable to settle shall be referred to the Council for decision. The decision of the Council shall be final and binding on the employer and the employee and the Council shall not be obliged to give reasons for any decision.

(2) *Differential rates.*—(a) An employer who requires or permits a member of one class of his employees to perform on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclause (1) (a) and (b) shall pay to such employee the higher rate of wages for all the ordinary hours of work on that day: Provided that in the case of an employee engaged on operating a hoist, such an employee shall be paid at the higher rate for the actual number of hours so employed only.

(b) Where an employee is employed as a journeyman for whom wages are prescribed in subclause (1) (a) (v) of this clause and has been paid for any period at a rate not lower than that prescribed, and such an employee is required or permitted to do work for which a lower rate of wage is prescribed, an employer shall pay such an employee at the higher rate as prescribed for journeymen or at the rate he is receiving at the time during any period that such employee is carrying out work for which a lower rate is prescribed.

(3) *Payment for dangerous work.*—(a) On all jobs of a dangerous nature, an allowance at the rate of 5c per hour shall be paid in addition to the normal remuneration of the employee concerned. Any dispute as to whether the work involved is of a dangerous nature or as to the amount to be paid shall be determined by the Council, or a subcommittee appointed by the Council.

(b) 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.

(4) *Reporting non-payment.*—An employee who qualified in terms of this or any other Agreement of the council for payment of wages and/or allowances by his employer on any pay-day and who was not paid in terms of this clause and who has not reported such non-payment to the Council within 14 days from the date on which he should have been so paid, shall be entitled to payment by the Council from the guarantee held by it in terms of clause 24 (2) only if sufficient moneys are available in terms of such guarantee: Provided that this shall not affect the right of an employee to report such non-payment to the Council at any time and the Council's obligation to recover any amount which may be due to such an employee.

(5) *Waiting time.*—Whenever, due to slackness of work or unavoidable delays in securing delivery of materials, or other causes beyond the control of employers, it is found to be impossible to continue working on any day, employers shall be liable only to pay their employees full wages and allowances as prescribed in Part I of this Agreement for all time spent on the job up to the time of being instructed to stop work.

(e) Ingeval 'n werknemer in subklousule (1) (a) vermeld nie 'n volle week kan voltooi nie omdat sy diens gedurende daardie week beëindig word, moet die werkgever sodanige werknemer vir die dae wat hy gewerk het, betaal teen die uurloon voorgeskryf in subklousule (1) (a).

(f) Ingeval 'n werknemer in subklousule (1) (a) vermeld gedurende 'n week by 'n werkgever begin werk en die oorblywende dae van dié week werk, moet die werkgever sodanige werknemer vir sodanige oorblywende dae betaal teen die uurloon voorgeskryf in subklousule (1) (a).

(g) Indien 'n werknemer in subklousule (1) (a) vermeld, verhinder word om op 'n werkdag of gedeelte van 'n werkdag gedurende 'n bepaalde week te werk vanweë die feit dat openbare vervoer wat normaalweg tot sy beskikking is oor die kortste roete tussen sy normale woonplek en die werk, werkplaas of werkwinkel waar hy in diens is, onderbreek word en/of nie beskikbaar is nie, en sodanige werknemer al die oorblywende gewone werkure van die week gewerk het, moet die werkgever sodanige werknemer vir sodanige oorblywende werkure betaal teen die uurloon in subklousule (1) (a) voorgeskryf.

(h) Ingeval 'n werknemer in subklousule (1) (a) vermeld vanweë werkslapse of onvermydelike vertraging met die aflewering van materiaal of ander oorsake buite die beheer van die werkgever, nie 'n volle week kan voltooi nie of op enige dag of dae nie met werk kan voortgaan nie, en sodanige werknemer al die oorblywende dae van die week gewerk het, moet die werkgever sodanige werknemer vir die oorblywende dae betaal teen die uurloon in subklousule (1) (a) voorgeskryf.

(i) Ingeval 'n werknemer in subklousule (1) (a) vermeld, vanweë siekte of afwesigheid van die werk weens 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, nie 'n volle week kan voltooi nie en sodanige werknemer al die oorblywende werkdade van die week gewerk het, moet die werkgever sodanige werknemer vir die oorblywende werkdade betaal teen die uurloon in subklousule (1) (a) voorgeskryf: Met dien verstande dat 'n werkgever van die werknemer kan vereis om bevredigende bewys te lewer van die aard en duur van sy ongesiktheid: Voorts met dien verstande dat indien hy aan alkoholisme, dwelmverslaaftheid of die gevolge daarvan gely het, of ongesik was vanweë siekte te wye aan sy eie opsetlike nalatigheid of wangedrag, hy nie op die loon in subklousule (1) (a) voorgeskryf, geregtig is nie.

(j) Enige geskil oor die vertolking, betekenis of bedoeling van enige van die bepalings in hierdie subklousule bedoel, wat die werkgever en die werknemer nie kan skik nie, moet vir beslissing na die Raad verwys word. Die beslissing van die Raad is finaal en bindend vir die werkgever en die werknemer en die Raad is nie verplig om redes vir enige beslissing te verstrek nie.

(2) *Differensiële lone.*—(a) 'n Werkgever wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n bepaalde dag, hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) (a) en (b) voorgeskryf word, moet aan sodanige werknemer die hoër loon vir al die gewone werkure op daardie dag betaal: Met dien verstande dat in die geval van 'n werknemer wat 'n hystoestel bedien, sodanige werknemer die hoër loon betaal moet word vir slegs die werklike getal ure wat hy aldus gewerk het.

(b) Waar 'n werknemer in diens is as ambagsman vir wie lone in subklousule (1) (a) (v) van hierdie klousule voorgeskryf word en hy vir enige tydperk 'n loon betaal is wat nie laer as die voorgeskryfde loon is nie, en daar van so 'n werknemer vereis of hy toegelaat word om werk te verrig waarvoor 'n laer loon voorgeskryf word, moet 'n werkgever aan so 'n werknemer gedurende enige tydperk wat sodanige werknemer werk verrig waarvoor 'n laer loon voorgeskryf word, die hoër loon betaal soos voorgeskryf vir ambagsmanne of die loon wat hy op die tydstop ontvang het.

(3) *Betaling vir gevaarlike werk.*—(a) Aan werknemers wat gevaarlike werk verrig, moet 'n toelae van 5c per uur betaal word, benewens die gewone besoldiging van die betrokke werknemer. Geskille oor die vraag of die betrokke werk gevaarlik is of oor die bedrag wat betaal moet word, moet deur die Raad of 'n subkomitee deur die Raad aangestel, beslis word.

(b) Vir die toepassing van hierdie subklousule, beteken "gevaarlike werk" enige werk wat as gevaarlik geklassifiseer is in enige wet, ordonansie of verordening of regulasie betreffende die Bouwyerheid wat in enige dorp of plek waar sodanige werk verrig word, geldig is.

(4) *Aanmelding van nie-betaling.*—'n Werknemer wat ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad in aanmerking gekom het vir betaling van loon en/of toelae deur sy werkgever op 'n bepaalde betaaldag en wat nie ooreenkomstig hierdie klousule betaal is nie en wat sodanige nie-betaling nie binne 14 dae vanaf die datum waarop hy aldus betaal moes gewees het by die Raad aangemeld het nie, is geregtig op betaling deur die Raad uit die waarborg wat die Raad ingevolge klousule 24 (2) hou, slegs indien daar genoeg geld ingevolge dié waarborg beskikbaar is: Met dien verstande dat dit nie die reg van 'n werknemer om sodanige nie-betaling te enige tyd by die Raad aan te meld, raak nie en ook nie die Raad se verpligting om enige bedrag wat aan so 'n werknemer verskuldig is, te verhaal nie.

(5) *Wagtyd.*—Wanneer dit weens werkslapse of onvermydelike vertraging in die aflewering van materiaal of om ander redes buite die werkgever se beheer onmoontlik is om op 'n bepaalde dag aan te hou werk, hoef die werkgevers hul werknemers slegs die volle lone en toelae te betaal soos in Deel I van hierdie Ooreenkoms voorgeskryf vir alle tyd bestee aan die werk totdat hulle beveel word om op te hou werk.

Whenever an employee reports for duty in the usual way on any working day at the normal starting time and there is no work for him, he shall be paid an amount equal to two hours' wages as if he had in fact worked, unless he had been notified by his employer on the previous working day that his services would not be required on the day in question. All employees must wait on the contract site for two hours if requested to do so by the employer, general foreman or foreman.

(6) *Protection of remuneration.*—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.

9. PAYMENT OF REMUNERATION

(1) Subject to the provisions of clauses 14 and 37 of Part I of this Agreement, remuneration due to employees shall be paid in cash, weekly, on the site where they are employed, between 14h00 and finishing time, or within 10 minutes of finishing time, on Fridays, or on termination of employment if this takes place before the ordinary pay-day: Provided that—

(a) when Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding such holiday;

(b) payment may be made, with the prior consent of the Council, at times other than the above or on days other than Friday; and

(c) the remuneration due to employees for country jobs may be made at such time as may be mutually agreed upon by the employer and the employees concerned.

(2) Remuneration, including Holiday Fund stamps, shall be handed to employees in sealed envelopes, endorsed with the name of the employer, the name of the employee, the period(s) in respect of which and the date on which payment is made, together with a statement, either specified on the face of the envelope or on a separate statement enclosed in the envelope, stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom, and the net remuneration contained in the envelope.

(3) An employer shall not levy fines against his employees and, subject to the provisions of clauses 23, 34, and 37 or any other agreement entered into between the parties, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than any amount which an employer is legally or by any order of any competent court, required or permitted to make:

Provided that set-off of amounts mutually owed between employer and employee is allowed.

(4) No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

10. DAYS AND HOURS OF WORK

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

(a) in the case of semi-skilled employees, general employees, female unskilled cleaners and drivers of mechanical vehicles: 42 hours per week;

(b) in the case of all other employees (other than watchmen): 40 hours per week.

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

(a) In the case of semi-skilled employees, general employees, female unskilled cleaners and drivers of mechanical vehicles:

Monday to Thursday: 07h45 to 13h00, 13h30 to 16h40;

Friday: 07h45 to 13h00, 13h30 to 16h35;

(b) in the case of all other employees (other than watchmen): Monday to Friday: 08h00 to 13h00, 13h30 to 16h30:

Provided that should an employer find it not practicable for his employees to adhere to these hours he may work semi-skilled employees, general employees and drivers of mechanical vehicles for the same hours as laid down for journeymen: Provided further that foremen and general foremen may work the hours prescribed for semi-skilled employees.

(3) (a) An employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 11 of this Agreement.

(b) Where three shifts are being worked, one of the shifts shall be worked within the times prescribed in subclause (2) of this clause. In the case where two shifts only are being worked, an employee shall not start earlier than 06h00 or finish later than 14h30 for the first shift, or start earlier than 14h30 or finish later than 23h30 for the second shift.

As 'n werknemer op die gewone begintyd op 'n werkdag homself op die gewone wyse vir diens aanmeld en daar geen werk vir hom is nie, moet hy twee uur se loon betaal word asof hy wel gewerk het, tensy sy werkgever hom op die vorige werkdag in kennis gestel het dat sy dienste nie op die betrokke dag nodig sou wees nie. Alle werknemers moet twee uur lank op die kontrakterrein wag as die werkgever, algemene voorman of voorman hulle versoek om dit te doen.

(6) *Behoud van besoldiging.*—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 werkgever vir dieselfde klas werk in diens is.

9. BETALING VAN BESOLDIGING

(1) Behoudens kousules 14 en 37 van Deel I van hierdie Ooreenkoms, moet besoldiging wat aan werknemers verskuldig is weekliks in kontant betaal word op die terrein waar hulle werk en wel tussen 14h00 en uitskeityd, of binne 10 minute voor uitskeityd, op Vrydae, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind: Met dien verstande dat—

(a) waar Vrydag 'n vakansiedag in die Bounywerheid is; betaling op die Donderdag voor sodanige vakansiedag moet plaasvind;

(b) waar dit vooraf deur die Raad goedgekeur is, betaling op ander tye as bogenoemde of op ander dae as Vrydae kan plaasvind; en

(c) besoldiging wat aan werknemers verskuldig is vir werk op die platteland, betaal kan word op 'n tyd waarop die werkgever en die betrokke werknemers onderling kan besluit.

(2) Die besoldiging, insluitende Vakansiefondsseëls, moet in verseëelde koerte aan die werknemers gegee word, met die volgende besonderhede daarop: Die naam van die werkgever en van die werknemer, die tydperk(e) ten opsigte waarvan en die datum waarop die betaling geskied, tesame met 'n opgawe; of buite op die koert of op 'n aparte staaf binne-in die koert uiteengesit, wat in besonderhede aantoon hoe die bruto besoldiging bereken is, watter bedrae daarvan afgetrek is, en die netto besoldiging wat in die koert is.

(3) 'n Werkgever mag sy werknemers nie boetes opleë nie en, behoudens kousules 23, 34 en 37 of enige ander ooreenkoms wat die partye aangaan, mag geen bedrae van enige aard afgetrek word nie van bedrae wat aan 'n werknemer verskuldig is vir lone, verdienste vir oortydwerk en/of enige ander vorm van besoldiging, uitgesonderd 'n bedrag wat 'n werkgever regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek: Met dien verstande dat verrekening van bedrae wat onderling tussen werkgever en werknemer verskuldig is, toegelaat word.

(4) Geen bedrag mag regstreeks of onregstreeks aan 'n werkgever betaal word of deur hom aanvaar word vir die indiensneming of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subkousule nie van toepassing is op opleidingskemas waartoe die werkgever regtens moet bydra nie.

10. WERKDAE EN WERKURE

(1) Die gewone werkure is hoogstens—

(a) in die geval van halfgeskoolde werknemers, algemene werknemers, vroulike ongeskoolde skoonmakers en drywers van meganiese voertuie: 42 uur per week;

(b) in die geval van alle ander werknemers (uitgesonderd wagte): 40 uur per week.

(2) Behoudens kousule 11 van Deel I 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:

(a) In die geval van halfgeskoolde werknemers, algemene werknemers, vroulike ongeskoolde skoonmakers en drywers van meganiese voertuie: Maandag tot Donderdag: 07h45 tot 13h00, 13h30 tot 16h40; Vrydag: 07h45 tot 13h00, 13h30 tot 16h35;

(b) in die geval van alle ander werknemers (uitgesonderd wagte): Maandag tot Vrydag: 08h00 tot 13h00, 13h30 tot 16h30;

Met dien verstande dat as 'n werkgever vind dat dit nie vir sy werknemers moontlik is om volgens hierdie ure te werk nie, hy halfgeskoolde algemene werknemers en drywers van meganiese voertuie kan laat werk vir dieselfde ure as dié wat vir ambagsmanne voorgeskryf word: Voorts met dien verstande dat voorman en algemene voorman die ure kan werk wat vir halfgeskoolde werknemers voorgeskryf word.

(3) (a) 'n Werkgever kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk: Met dien verstande egter dat geen werknemer meer as een skof in 'n tydperk van 24 uur mag werk nie, behalwe op die voorwaardes in kousule 11 van hierdie Ooreenkoms voorgeskryf.

(b) Waar drie skofte gewerk word, moet een van die skofte gewerk word binne die tye in subkousule (2) van hierdie kousule voorgeskryf. Waar slegs twee skofte gewerk word, mag 'n werknemer op die eerste skof nie voor 06h00 begin of na 14h30 ophou werk nie, of op die tweede skof voor 14h30 begin of na 23h30 ophou werk nie.

(c) An employer intending to engage employees to work in two or more shifts shall first notify the Council, in writing, of such intention, and shall state the hours in which each shift shall be worked.

(4) No employee shall solicit, undertake or perform any work, or ply his trade or any trade or subdivision thereof mentioned in the definition of "Building Industry", whether for remuneration or not, for or on behalf of any person, outside the hours prescribed in or as may be laid down in accordance with this Agreement, nor on a Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant, Christmas Day, New Year's day, or during the annual leave period, except where the prior consent of the council had first been obtained in writing: Provided that such employee may perform work for himself only.

(5) No work other than that specified in clause 11 (2) shall be performed by an employer or an employee on Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant, Christmas Day, New Year's Day, Saturday, Sunday or during the annual leave period, without the prior consent of the Council.

(6) No watchman shall be required or permitted to work for more than six consecutive days or more than 12 hours in any one day.

11. OVERTIME

(1) An employer shall not require or allow his employees to work and his employees shall not work overtime for more than two hours daily from Mondays to Fridays inclusive, without first obtaining the prior written consent of the Council.

(2) No employer shall require or allow an employee to work and no employee shall work overtime in excess of the overtime specified in subclause (1) hereof. Permission to work overtime on essential services shall first be obtained from the Council except in cases of emergency work, in which event the employer shall report to the Secretary of the Council, in writing, within three days of having commenced such overtime, and the circumstances necessitating such overtime. 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.

(3) *Female employees.*—Notwithstanding anything to the contrary contained in this Agreement, an employer shall not require or permit a female employee to work—

(a) between 18h00 and 06h00;

(b) after 13h00 on more than five days a week;

(c) overtime for more than two hours on any day; except that an employee who works a five-day week may work up to four hours overtime on a Saturday, but so that 10 hours are not exceeded in any week;

(d) overtime on more than three consecutive days in any week;

(e) overtime on more than 60 days in any year;

(f) overtime after completion of her ordinary hours of work for more than one hour on any day unless he has—

(i) before midday given notice thereof to such employee; or

(ii) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or

(iii) paid such employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence.

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

(a) for the first hour overtime per day from Mondays to Fridays, the hourly rate which the employee is receiving at the time, plus the Holiday Fund allowance as prescribed in clause 37 (3) (a) of Part I of this Agreement for the class of employee concerned;

(b) for the overtime worked in excess of one hour per day, from Mondays to Fridays, and for time worked up to 17h00 on Saturdays, one and a third times the hourly rate of the wage the employee is receiving at the time.

(5) *Payment for work on certain days.*—When exemption has been granted from the provisions of clauses 10 and 37 of this Agreement, an employer shall pay an employee—

(a) one and a half times the rate of his wage for all time worked after 17h00 on Saturdays and for all time worked on Sundays, Good Friday, Easter Monday, Ascension Day, Settlers' Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day and Republic Day;

(b) one and a half times the rate of his wage, unless otherwise stated in the certificate of exemption, in respect of all time worked on any such other days as may be covered by the annual leave period in terms of clause 37 of Part I of this Agreement.

(6) Notwithstanding the provisions of subclauses (4) and (5), where in any one week an employee absents himself from work during any or all of the working days, such ordinary hours not worked by the employee may be deducted from the hours of overtime worked and the hours so deducted may be paid for at the employee's ordinary rate of wage: Provided that—

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

(c) 'n Werkgewer wat voornemens is om werknemers in diens te neem om twee of meer skofte te werk, moet eers die Raad skriftelik van sy voorneme in kennis stel en die ure meld waarin elke skof gewerk moet word.

(4) Geen werknemer mag werk vra, onderneem of verrig, of sy ambag of enige ambag of onderafdeling daarvan in die omskrywing van "Bounywerheid" vermeld, hetsy vir vergoeding of nie, buite die ure voorgeskryf in of ingevolge hierdie Ooreenkoms, of op 'n Saterdag, Sondag, Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Gelofte dag, Kersdag, Nuwejaarsdag of gedurende die jaarlike verloftydperk vir of namens enigeen beoefen nie, behalwe waar die Raad se skriftelike goedkeuring vooraf verkry is: Met dien verstande dat so 'n werknemer wel werk net vir homself kan verrig.

(5) Geen werk, uitgesonderd dié in klousule 11 (2) voorgeskryf, mag deur 'n werkgewer of werknemer op Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Gelofte dag, Kersdag, Nuwejaarsdag, Saterdag, Sondag of gedurende die jaarlikse verloftydperk verrig word sonder dat die Raad se goedkeuring vooraf verkry is nie.

(6) Geen wag mag verplig of toegelaat word om meer as ses agtereenvolgende dae per week, of meer as 12 uur per dag te werk nie.

11. OORTYD

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as twee uur per dag van Maandag tot en met Vrydag oortydwerk te verrig nie, en sy werknemers mag nie langer as dit oortydwerk verrig nie, tensy die skriftelike toestemming van die Raad verkry is.

(2) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om langer oortydwerk te verrig as die ure in subklousule 1 hiervan voorgeskryf nie, en geen werknemer mag langer as dit oortydwerk verrig nie. Toestemming om oortydwerk in verband met noodsaaklike dienste te verrig, moet eers van die Raad verkry word, behalwe in gevalle van noodwerk, in welke geval die werkgewer binne drie dae nadat sodanige oortydwerk begin het, skriftelik aan die Sekretaris van die Raad verslag moet doen oor die omstandighede wat sodanige oortydwerk noodsaaklik maak. Vir die toepassing van hierdie Ooreenkoms word alle tyd wat daar langer gewerk word as die getal gewone werkure in klousule 10 voorgeskryf, geag oortyd te wees.

(3) *Vroulik werknemers.*—Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkgewer nie van 'n vroulike werknemer vereis of haar toelaat om—

(a) tussen 18h00 en 06h00 te werk nie;

(b) na 13h00 op meer as vyf dae per week te werk nie;

(c) langer as twee uur op 'n bepaalde dag oortyd te werk nie; behalwe dat 'n werknemer wat vyf dae per week werk, tot vier uur oortyd op 'n Saterdag kan werk, maar hoogstens 10 uur in 'n bepaalde week;

(d) meer as drie agtereenvolgende dae in 'n bepaalde week oortyd te werk nie;

(e) meer as 60 dae oortyd in 'n bepaalde jaar te werk nie;

(f) ná voltooiing van haar gewone werkure meer as een uur op 'n bepaalde dag oortyd te werk nie, tensy hy—

(i) Vóór middag aan sodanige werknemer daarvan kennis gegee het; of

(ii) sodanige werknemer van 'n toereikende maaltyd voorsien het en haar genoeg tyd gelaat het om dit te nuttig voordat sy met the oortydwerk moet begin; of

(iii) sodanige werknemer minstens 25c betyds betaal het om haar in staat te stel om 'n maaltyd te nuttig voordat die oortydwerk moet begin.

(4) *Betaling vir oortydwerk.*—'n Werknemer van wie vereis word om te werk buite die ure in klousule 10 van hierdie Ooreenkoms voorgeskryf, moet soos volg betaal word:

(a) Vir die eerste uur oortyd per dag van Maandag tot Vrydag, die uurloon wat die werknemer op daardie stadium ontvang, plus die Vakansiefondstoelae in klousule 37 (3) (a) van Deel I van hierdie Ooreenkoms voorgeskryf vir die Betrokke klas werknemer;

(b) vir oortydwerk van meer as een uur per dag van Maandag tot Vrydag en vir tyd gewerk tot 17h00 op Saterdag, een en 'n derde maal die uurloon wat die Werknemer op daardie stadium ontvang.

(5) *Betaling vir werk op sekere dae.*—Waar vrystelling van klousules 10 en 37 van hierdie Ooreenkoms verleen is, moet 'n werkgewer aan 'n werknemer die volgende betaal:

(a) Een en 'n half maal sy loon vir alle tyd gewerk na 17h00 op Saterdag en vir alle tyd gewerk op Sondag, Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Gelofte dag, Kersdag, Gesinsdag, Nuwejaarsdag en Republiekdag.

(b) een en 'n half maal sy loon, tensy anders vermeld in die vrystellingsertifikaat, vir alle tyd gewerk op alle ander dae wat deel uitmaak van die jaarlikse verloftydperk kragtens klousule 37 van Deel I van hierdie Ooreenkoms.

(6) Ondanks klousules (4) en (5), as 'n werknemer in 'n bepaalde week gedurende een van of al die werkdae van sy werk afwesig is, kan dié gewone ure wat hy nie gewerk het nie van die ure wat hy oortyd gewerk het, afgetrek word, en vir die ure wat aldus afgetrek is, kan hy teen sy gewone loon betaal word: Met dien verstande dat—

(i) indien die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal ure wat hy oortyd gewerk het, hy vir al dié oortydure teen sy gewone loon betaal moet word;

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

(iii) overtime up to one hour worked daily from Monday to Friday inclusive shall not be regarded as overtime for the purposes of this subclause.

(7) Any employee who is aggrieved by the application to him of any of the provisions of subclause (6) may appeal to the Council against the decision applied to him, and the Council may, after considering and reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(8) The provisions of this clause shall not apply to watchmen.

12. TRANSPORT

(1) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of 10 km but within a radius of 20 km from the intersection of Cape Road and Kragga Kamma Road, Port Elizabeth, or the principal post office of any other town, in which the head office of the employer is situated, the said employer shall pay to an employee, who is working on such a job, an allowance of 3c for every kilometre or part of a kilometre of the distance beyond such 10 km radius. The allowance shall be payable for both ways daily: Provided that in the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, the site of such work shall, for the duration thereof, be deemed to be his head office in relation to any employee engaged in such town.

(2) An employer shall be entitled to provide suitably equipped transport both ways in lieu of the foregoing, or to pay for transport in respect of the said distance as prescribed in subclause (1). Where transport is provided by the employer, the means of conveyance shall leave the job not later than 10 minutes after finishing time, otherwise the employee shall be paid for the time he is required to wait at the rate of wages prescribed in this Agreement of an employee of his class.

(3) Subject to the provisions of subclause (2) hereof, any time occupied by an employee in proceeding to or from work shall be outside the ordinary working hours prescribed in this Agreement for an employee of his class.

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

13. COUNTRY JOBS

(1) Subject to the provisions of paragraph (d), the following transport allowance and/or allowances for sleeping accommodation shall be paid by an employer to an employee sent by him to work away from his ordinary town or residence on a job situated within an area to which this Agreement applies, but beyond a radius of 20 km from the intersection of Cape Road and Kragga Kamma Road, Port Elizabeth, or the principal post office of any other town, where the employer had his place of business prior to the commencement of the job:

(a) Where the employee can reasonably be said to be able to, and does, return to his home every day, an allowance of 5c per kilometre. Only time worked on the job shall be paid for;

(b) where the employee can reasonably be said to be unable to return to his home daily—

(i) an allowance of 5c per kilometre to and from the place of work at the beginning and termination of such work, respectively. Time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned as prescribed in clause 8, and half the hourly rate of wages for time spent travelling outside the ordinary working hours;

(ii) suitable sleeping accommodation in proximity to the place of work or an allowance of R3 in respect of every night such employee spends away from home;

(c) where an employee can reasonably be said to be able to proceed to his home at the week-ends and return by the ordinary starting time of Monday, or Tuesday if the Monday is a holiday, an allowance of 5c per kilometre: Provided that no allowance shall be payable if the week-end trip is not made and not remuneration shall be payable in respect of time spent in travelling during such week-ends;

(d) where an employer elects to provide transport in lieu of the prescribed allowance, such transport shall leave the job not more than 10 minutes after finishing time, otherwise such employee shall be paid at his normal rate of wages for the time required to wait;

(e) in the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, such town shall, for the duration of such work, be deemed to be the town in which the employer had his place of business prior to the commencement of the job in relation to any employee engaged in such town.

(ii) is 'n werknemer met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer van sy werk afwesig is, hierdie klousule nie van toepassing is nie, en in só 'n geval moet hy vir die ure wat hy oortyd gewerk het, betaal word volgens die oortydskaal wat van toepassing is op die ure wat hy oortyd gewerk het: Met dien verstande dat 'n werkgever van die werknemer 'n mediese sertifikaat kan vereis as bewys van die oorsaak van sy afwesigheid; en

(iii) oortyd van hoogstens een uur wat daaglik van Maandag tot en met Vrydag gewerk word vir die toepassing van hierdie subklousule nie as oortyd geag word nie.

(7) 'n Werknemer wat hom veronreg voel vanweë die toepassing op hom van subklousule (6), kan by die Raad appelleer teen die beslissing wat op hom toegepas is, en die Raad kan, ná oorweging van die redes wat vir sodanige beslissing voorgelê word, dié beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in só 'n geval gegee behoort te gewees het.

(8) Hierdie klousule is nie op wagte van toepassing nie.

12. VERVOER

(1) Wanneer 'n werkplek geleë is binne 'n gebied waarop hierdie Ooreenkoms betrekking het, en nie binne 'n straal van 10 kilometer nie maar wel binne 'n straal van 20 kilometer is vanaf die kruising van Kaapstraat en Kragga Kammaweg, Port Elizabeth, of die hoofkantoor van enige ander dorp, waarin die hoofkantoor van die werkgever geleë is, moet genoemde werkgever aan 'n werknemer wat op sodanige werkplek werk, 'n toelae van 3c betaal vir elke kilometer of gedeelte van 'n kilometer van die afstand buite sodanige straal van 10 kilometer. Die toelae is betaalbaar vir albei rigtings daaglik: Met dien verstande dat in die geval van 'n werkgever wat werk onderneem in 'n dorp wat nie die dorp is waarin hy sy besigheidsplek gehad het voor die begin van die werk nie, die terrein van sodanige werk vir die duur daarvan geag word sy hoofkantoor te wees met betrekking tot enige werknemer wat in sodanige dorp in diens geneem word.

(2) 'n Werkgever is geregtig om geskikte vervoer in albei rigtings te verskaf in plaas van die voorafgaande of om vir vervoer ten opsigte van genoemde afstand te betaal soos in subklousule (1) van hierdie klousule voorgeskryf. Waar vervoer deur die werkgever verskaf word, moet die vervoermiddel die werkplek nie later nie as 10 minute na uitskeityd verlaat, anders moet die werknemer betaal word vir die tyd wat hy moet wag, en wel teen die loon wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word.

(3) Behoudens subklousule (2) hiervan, val alle tyd waarin 'n werknemer na en van sy werk gaan, buite die gewone werkdag wat in hierdie Ooreenkoms vir 'n werknemer van sy klas voorgeskryf word.

(4) Geen werkgever mag dit as diensvoorwaarde stel dat 'n werknemer sy motor of ander voertuig in verband met die werkgever se besigheid moet gebruik nie.

13. WERK OP DIE PLATTELAND

(1) Behoudens paragraaf (d), moet onderstaande vervoertoeleae en/of toelae vir slaapplek deur 'n werkgever betaal word aan 'n werknemer wat deur hom gestuur word om te werk op 'n ander plek as sy gewone dorp of woonplek by 'n werkplek wat geleë is binne 'n gebied waarop hierdie Ooreenkoms van toepassing is, maar buite 'n straal van 20 kilometer vanaf die kruising van Kaapstraat en Kragga Kammaweg, Port Elizabeth, of die hoofkantoor van enige ander dorp waar die werkgever sy besigheidsplek gehad het voor die begin van die werk:

(a) Waar die werknemer redelikerwys daartoe in staat is om elke dag na sy tuiste terug te keer en dit wel doen, 'n toelae van 5c per kilometer. Die werknemer moet betaal word slegs vir tyd op die werkplek gewerk;

(b) waar die werknemer nie redelikerwys daartoe in staat is om daaglik na sy tuiste terug te keer nie—

(i) 'n toelae van 5c per kilometer na en van die werkplek aan die begin en einde van sodanige werk. Daar moet vir tyd in beslag geneem deur reise gedurende die gewone werkdag betaal word teen die uurloon van die betrokke werknemer soos in klousule 8 voorgeskryf, en die helfte van die uurloon vir tyd wat bestee is aan reise buite die gewone werkdag;

(ii) geskikte slaapplek naby die werkplek of 'n toelae van R3 vir elke nag wat sodanige werknemer in 'n ander plek as sy tuiste deurbring;

(c) waar 'n werknemer redelikerwys daartoe in staat is om om naweke na sy tuiste te gaan en teen die gewone aanvangstyd op Maandag, of Dinsdag as Maandag 'n vakansiedag is, terug te keer, 'n toelae van 5c per kilometer: Met dien verstande dat geen toelae betaalbaar is as die naweekreis nie onderneem word nie en geen besoldiging betaalbaar is vir tyd bestee aan reise gedurende sodanige naweke nie;

(d) waar 'n werkgever verkies om vervoer in plaas van die voorgeskrewe toelae te verskaf, moet sodanige vervoermiddels die werkplek hoogstens 10 minute na uitskeityd verlaat, anders moet sodanige werknemer sy gewone loon betaal word vir die tyd wat hy moet wag;

(e) as 'n werkgever werk onderneem in 'n dorp wat nie die dorp is waarin hy voor die aanvang van die werk sy besigheidsplek gehad het nie, moet sodanige dorp vir die duur van sodanige werk geag word die dorp te wees waarin die werkgever sy besigheidsplek gehad het voor die aanvang van die werk met betrekking tot 'n werknemer wat in sodanige dorp in diens geneem is.

14. TERMINATION OF EMPLOYMENT

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall—

(a) in the case of carpenters, joiners, plumbers and employees employed on ceiling erecting, give not less than two hours' notice of such termination; and

(b) in the case of all other employees, not less than one hour's notice of such termination:

Provided that this shall not affect the right of an employer or an employee to terminate employment without notice for any cause recognised by law as sufficient, or the operation of any forfeitures or penalties which may be applicable in respect of an employee who deserts.

(2) Any journey man requiring payment of wages due to be made on the day of termination shall give his notice to the employer before 08h30 on the day of termination of his employment, otherwise payment of wages due may, in consequence, take place the next working day.

(3) The notice period in the case of employees mentioned in subclause (1) (a) shall become operative at the beginning of the last two hours of the working day, and employees shall be permitted during the two hours' notice period to put their tools in working order and thereafter they shall resume and continue their work until the normal finishing time, and in the case of employees mentioned in subclause (1) (b) the notice period shall become operative at the beginning of the last hour of the working day.

(4) Notwithstanding anything to the contrary contained in this Agreement, termination of employment of a journeyman shall not in any case take place before the normal finishing time on the day stated when giving notice of termination of employment, except in the case of summary dismissal.

15. STORAGE AND PROVISION OF TOOLS

(1) (a) An employer shall provide a lock-up on all jobs and in all sheds and workshops, for locking up employees' tools at any time. This shall not apply to jobbing.

(b) An employer shall be responsible for keeping lock-ups properly and/or securely locked outside normal working hours.

(c) An employer shall insure the tools of an employee against loss by fire.

(d) If an employer fails to provide a lock-up in terms of paragraph (a), or if an employer after normal working hours fails to keep a lock-up properly and/or securely locked in terms of paragraph (b), or if an employer fails to insure the tools of an employee against loss by fire, such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools and shall pay to the Tool Fund for the Building Industry, Port Elizabeth, the amount referred to in subclause (3) (c) (i) or such lesser amount determined by the Council as the value of the tools lost.

(2) (a) The Tool Fund for the Building Industry, Port Elizabeth, in this clause referred to as the "Fund", for the purpose of compensating employees for the loss of tools by theft, established in terms of the Agreement published under Government Notice R. 1907 of 22 October 1976, is hereby continued.

(b) The Fund shall consist of—

(i) contributions from employers paid into the Fund in accordance with paragraph (d);

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

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

(c) The moneys of the Fund shall be applied to the payment of compensation as prescribed in subclause (3) (c), and to payment of any expenditure incurred in connection with the administration of the Fund.

(d) The moneys of the Fund shall be acquired by means of a contribution by an employer or 5c per week in respect of each employee referred to in clause 8 (1) (a) (v) and (ix).

(e) No payment in terms of paragraph (d) shall be made by an employer in respect of an employee who works less than 16 hours for him in any week.

(f) Where an employee is employed by two or more employers during the same week, the payment in terms of paragraph (d) for that week shall be made by the employer by whom such employee was first employed during that week for not less than 16 hours.

(g) The contribution referred to in paragraph (d) shall be paid by an employer to the Fund *mutatis mutandis* in the manner and in accordance with the procedure and conditions laid down in clause 23 of Part 1: Provided that the value of the stamp issued on each pay-day to each of the employees concerned in respect of the Fund shall be 5c.

14. DIENSBEËINDIGING

(1) 'n Werknemer wat sy diens by sy werkgever wil beëindig, en 'n werkgever wat die diens van 'n werknemer wil beëindig, moet—

(a) in die geval van timmermans, skrynwerkers, loodgieters en werknemers wat plafonne aanbring, minstens twee uur kennis van sodanige diensbeëindiging gee; en

(b) in die geval van alle ander werknemers, minstens een uur kennis van sodanige diensbeëindiging gee:

Met dien verstande dat dit nie die reg van 'n werkgever of 'n werknemer om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig, of die inwerkingtreding van verbodings of boetes wat van toepassing is op werknemers wat dros, mag raak nie.

(2) Ambagsmanne wat vereis dat die loon wat aan hulle verskuldig is, op die datum van diensbeëindiging betaal word, moet die werkgever voor 08h30 op die dag van diensbeëindiging kennis gee, anders kan betaling van lone as gevolg daarvan op die volgende werkdag geskied.

(3) Die kennisgewingtydperk in die geval van werknemers in subklousule (1) (a) genoem, tree in werking aan die begin van die laaste twee ure van die werkdag, en werknemers moet gedurende die kennisgewingtydperk van twee uur toegelaat word om hul gereedskap in werkende orde te kry en daarna moet hulle hul werk hervat en voortsit tot die gewone uitskeityd, en in die geval van werknemers in subklousule (1) (b) genoem, tree die kennisgewingtydperk in werking aan die begin van die laaste uur van die werkdag.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag die diens van 'n ambagsman nooit beëindig word voor die gewone uitskeityd op die dag wat gemeld is toe kennis van diensbeëindiging gegee is nie, behalwe in die geval van summierse ontslag.

15. BEWARING EN VERSKAFFING VAN GEREEDSKAP

(1) (a) 'n Werkgever moet by alle werkplekke en in alle skure en werkinkels 'n toesluitplek verskaf waar werknemers se gereedskap te eniger tyd weggesluit kan word. Dit is nie op loswerk van toepassing nie.

(b) Dit is die verantwoordelikheid van die werkgever om toesluitplekke buite die normale werkure behoorlik en veilig toegesluit te hou.

(c) 'n Werkgever moet die gereedskap van 'n werknemer teen verlies weens brand verseker.

(d) Indien 'n werkgever versuim om 'n toesluitplek ooreenkomstig paragraaf (a) te verskaf of as 'n werkgever versuim om 'n toesluitplek ná die gewone werkure behoorlik en/of veilig toegesluit te hou ooreenkomstig paragraaf (b) of as 'n werkgever versuim om die gereedskap van 'n werknemer teen verlies weens brand te verseker, is sodanige werkgever vir die verlies van sodanige gereedskap aanspreeklik as 'n werknemer sy gereedskap as gevolg van sodanige optrede of versuim verloor en moet hy aan die Gereedskapfonds vir die Bounywerheid, Port Elizabeth, die bedrag betaal wat in subklousule (3) (c) (i) bedoel word of dié kleiner bedrag wat deur die Raad as die waarde van die verlore gereedskap vasgestel word.

(2) (a) Die Gereedskapfonds vir die Bounywerheid, Port Elizabeth, in hierdie klousule die "Fonds" genoem, met die doel om werknemers te vergoed vir die verlies van gereedskap deur diefstal, ingestel kragtens die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1907 van 22 Oktober 1976, word hierby voortgesit.

(b) Die Fonds bestaan uit—

(i) bydraes wat die werkgevers ooreenkomstig paragraaf (d) in die Fonds stort;

(ii) rente verkry uit die belegging van geld van die Fonds; en

(iii) alle ander geld waarop die Fonds geregtig word.

(c) Die geld van die Fonds moet aangewend word vir die betaling van vergoeding soos voorgeskryf in subklousule (3) (c) en vir die betaling van uitgawes wat in verband met die administrasie van die Fonds aangegaan word.

(d) Die geld van die Fonds word verkry deur middel van 'n werkgeversbydrae van 5c per week ten opsigte van elke werknemer in klousule 8 (1) (a) (v) en (ix) bedoel.

(e) 'n Werkgever moet geen bedrag betaal ingevolge paragraaf (d) ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir hom gewerk het nie.

(f) Waar 'n werknemer gedurende dieselfde week deur twee of meer werkgevers in diens geneem word, moet die bedrag wat ingevolge paragraaf (d) vir daardie week verskuldig is, betaal word deur die werkgever by wie sodanige werknemer, die eerste gedurende daardie week minstens 16 uur werksaam was.

(g) Die bydrae in paragraaf (d), bedoel moet *mutatis mutandis* op die manier en ooreenkomstig die prosedure en voorwaardes soos bepaal in klousule 23 van Deel I, deur die werkgever aan die Fonds betaal word: Met dien verstande dat die waarde van die seël wat op elke betaaldag aan elkeen van die betrokke werknemers ten opsigte van die Fonds uitgereik word, 5c moet wees.

(h) An employee wishing to claim compensation from the Fund for lost tools, shall lodge a written application with the Council in such manner as may be determined by the Council. No payment shall be made by the Fund unless the applicant has reported the theft of his tools to the South African Police as soon as practicable or if an applicant fails to supply the Council with any relevant information which the Council may require. Payments from the Fund are at the absolute discretion of the Council, whose decision shall be final, and the Council shall not be obliged to give any reason for any decision: Provided that the payments from the Fund shall cease whenever the credit of the Fund falls below R400 and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R750.

(3) (a) The provisions of subclauses (1) and (2) relating to the loss of tools, other than the loss by fire, shall not apply in respect of an employee unless tools are placed in the lock-up provided and are stored in his tool box which must be capable of being securely locked at all times: Provided that the placing by an employee in lock-ups of tools which are not normally stored in tool boxes by reason of their length, shape, size, or any other similar feature, shall be deemed to be in compliance with this paragraph, and, in the event of such tools being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a tool box, be deprived of his rights and privileges in terms of this clause.

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

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

(i) payment shall not be in excess of R150 per claim; and

(ii) the employee shall be responsible for a compulsory excess of 15 per cent in respect of every claim.

(4) Employers shall supply grindstones or emery wheels for sharpening tools on the job. This subclause shall not apply to jobbing work.

(5) Employers shall provide in the case of:

(a) *Asphalters*.—Rollers, brushes and straight-edges.

(b) *Carpenters*.—All cramps, hand screws, glue brushes, wrenches, crowbars, augers and bits over 30 cm long and all hammers over 1,5 kg, hacksaw blades and saws for cutting asbestos.

(c) *Masons and stonecutters*.—Tools for working granite or sandstone, claws and safety goggles; suitable sheds for stonecutters, the roof of which must not be less than 3 m high. This rule shall not apply to small jobs on building sites.

(d) *Painters, glaziers and paperhangers*.—All tools except putty knives, glass cutters, dusters and paperhangers' brushes and scissors.

(e) *Plasterers*.—Mortar boards and stands of approximately 76 cm height, rollers, straight-edges and special granolithic tools.

(f) *Plumbers and gasfitters*.—Machines used in shop or on job—

- stake and rivetting bars and drills of all sizes;
- screwing tackle, such as stock, dies, taps and ratchets;
- pipe-cutting tools and vices;
- special and heavy caulking irons and fire-pots;
- metal pots and large ladles;
- chisels, punches and wall pins over 22 cm in length;
- soldering irons;
- files and hacksaw blades;
- mandrills over 5 cm in diameter;
- rivet sets from No. 12 rivet and over, and grooving tools;
- sheet metal workers' mallets and heavy dressers;
- punches 6,4 mm in diameter, hollow or solid;
- wrenches and tongs over 30 cm in length;
- bending springs 5 cm or over if asked for.

(6) For the purposes of this clause, the term "workshop" shall include a factory as defined in section 3 of the Factories, Machinery and Building Work Act (Act 22 of 1941).

16. SPECIAL PROVISIONS COVERING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

Woodwork.—An employer shall not utilise, in the erection of buildings or structures within the area to which this Agreement relates, joinery made for erection in a particular building and which has been manufactured or prepared in any area in the Republic of South Africa in which a scale of

(h) 'n Werknemer wat vergoeding vir verlore gereedskap van die Fonds wil eis, moet by die Raad 'n skriftelike aansoek indien op die wyse soos deur die Raad bepaal. Geen vergoeding mag uit die Fonds betaal word nie tensy die aansoeker die diefstal van sy gereedskap so gou doenlik by die Suid-Afrikaanse Polisie aangegee het, of as die aansoeker versuim om aan die Raad die relevante inligting te verstrek wat die Raad mag vereis. Betalings uit die Fonds geskied uitsluitlik na goeddunke van die Raad, wie se beslissing finaal is, en die Raad hoef geen rede vir enige beslissing te verstrek nie: Met dien verstande dat betalings uit die Fonds gestaak word wanneer die kredit van die Fonds daal tot minder as R400, en dat verdere betalings nie hervat word voordat die bedrag wat in die kredit van die Fonds staan, weer die bedrag van R750 beloop nie.

(3) (a) Subklousules (1) en (2) betreffende die verlies van gereedskap, uitgesonderd die verlies deur brand, is nie ten opsigte van 'n werknemer van toepassing nie tensy die gereedskap geplaas word in die toesluitplek wat voorsien word en gebêre word in sy gereedskapkis wat te alle tye veilig toegesluit kan word: Met dien verstande dat, waar 'n werknemer stukke gereedskap wat vanweë hul lengte, vorm, grootte of ander dergelike eienskappe gewoonlik nie in kiste bewaar word nie, in 'n toesluitplek plaas, sodanige plasing geag word in ooreenstemming te wees met die vereistes van hierdie paragraaf en dat in geval sodanige gereedskap weens diefstal verlore raak, 'n werknemer nie vanweë die feit dat hy sodanige gereedskap nie in 'n kis geplaas en toegesluit het nie, sy regte en voorregte kragtens hierdie klousule ontseë word nie.

(b) Behoudens voornoemde voorbehoudsbepaling, is 'n werknemer daarvoor verantwoordelik om sy gereedskap in sy gereedskapkis te plaas en om sodanige gereedskapkis behoorlik toegesluit te hou.

(c) Ondanks andersluidende bepalinge hierin vervat, kan die Raad na sy goeddunke eise oorweeg ten opsigte van gereedskap wat weens diefstal verloor is of vermoedelik verloor is: Met dien verstande dat ten opsigte van sodanige eise—

(i) die uitbetaling hoogstens R150 per eis mag beloop; en

(ii) die werknemer verantwoordelik is vir 'n verpligte byslag van 15 persent ten opsigte van elke eis.

(4) Die werkgewers moet slypstene of amarilskywe vir die skerpmmaak van gereedskap by die werkplek verskaf. Hierdie subklousule is nie op loswerk van toepassing nie.

(5) Werkgewers moet die volgende verskaf in die geval van:

(a) *Asfaltwerkers*.—Rollers, borsels en reihoute.

(b) *Timmermanns*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en snystukke langer as 30 cm en alle hamers swaarder as 1,5 kg, ystersaaglemme en sae om asbes mee te saag.

(c) *Klipmesselaars en -kappers*.—Gereedskap om graniet of sandsteen mee te bewerk, kloue en skermbrille; geskikte afdakke vir klipkappers, waarvan die dak minstens 3 m hoog moet wees. Hierdie reël geld nie by klein werkies op boupersele nie.

(d) *Skilders, glaswerkers en plakkers*.—Alle gereedskap, uitgesonderd stopverfmesse, glassnyers, stoffers en plakkwaste en skêre.

(e) *Pleistersaars*.—Daghaplanke en standers ongeveer 76 cm hoog, rollers, reihoute en spesiale gereedskap vir granoliet.

(f) *Loodgieters en gasaanleërs*.—Masjiene wat in 'n werkwinkel of by 'n werk gebruik word;

- afsteekpenne en klinkstawe en bore van alle groottes;
- draadsnygereedskap soos stokke en snymoere, snytappe en sperratte;
- pypsnijgereedskap en -skroewe;
- spesiale en swaar kalfaatyters en vuurkonkas;
- metaalpotte en groot gietlepels;
- beitels, ponse en muurpenne langer as 22 cm;
- soldeeroute;
- vyle en ystersaaglemme;
- drewels met 'n diameter van meer as 5 cm;
- klinknaelstelle van grootte No. 12 en groter, en groefkapgereedskap;
- plaatmetaalwerkershamers en swaar klophamers;
- ponse, hol of solied, met 'n diameter van meer as 6,4 mm;
- moersleutels en tange langer as 30 cm;
- buigvere, 5 cm lank of langer, indien daarom gevra word.

(6) Vir die toepassing van hierdie klousule omvat die uitdrukking "werkwinkel" 'n fabriek soos omskryf in artikel 3 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941).

16. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Houtwerk.—'n Werkgever mag nie by die oprigting van geboue of bouwerke binne die gebied waarop hierdie Ooreenkoms betrekking het, skrynwerk gebruik nie wat vir die oprigting van 'n bepaalde gebou gemaak is en wat vervaardig of berei is in 'n gebied in die Republiek van Suid-Afrika waarin die loon vir die werk wat met sodanige werksaamheid of proses in verband staan, laer is as dié wat vir sodanigewerk voorgeskryf

wages for the work involved in such operation or process is lower than that laid down for such work in any statutory wage regulating instrument applicable to the Industry in that area, or in the absence of any such instrument in such area, than the rate laid down in any statutory wage regulating instrument operating nearest to such area.

17. SCAFFOLDING AND PLANT

Employers and employees shall observe the following rules: Provided that to the extent to which the regulations in respect of building, demolition and excavation work published under the Factories, Machinery and Building Work Act, 1941, contain provisions which are inconsistent with the provisions of this clause or contain provisions not appearing in this clause the provisions of the said regulations shall apply.

(1) *Scaffolding and plant.*—An employer shall ensure that a scaffold shall be provided for workmen for all work that cannot safely be done from a ladder or by other means, and that all scaffolding is properly constructed of suitable and sound material, that it is erected under competent supervision, and—

(A) an employer shall cause—

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

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

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

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

For the purposes of this clause, high, medium and low loads shall mean mass loads of not more than 375, 250 and 125 kg/m², respectively;

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

(B) no employer shall use or cause to be used any scaffold unless it is—

(a) securely and effectively braced to ensure stability in all directions;

(b) secured at suitable vertical and horizontal distances to the structure on which work is being performed unless it is designed to be completely self-supporting;

(c) so constructed as to have a factor of safety of not less than four;

(d) inspected by a competent person at least once a week and after inclement weather;

(C) no employer shall require or permit—

(a) scaffolding, the supporting frame of which is constructed of timber, to exceed a height of 25 m;

(b) scaffolding to be erected, altered or taken down other than by or under the personal supervision of a competent person.

(2) *Scaffold platforms.*—(A) An employer shall cause—

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

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

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

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

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

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

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

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

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

word in enige statutêre loonreëlingsmaatreël wat in daardie gebied op die Nywerheid van toepassing is of, as daar nie so 'n maatreël in sodanige gebied bestaan nie, wat laer is as die loon voorgeskryf in enige statutêre loonreëlingsmaatreël wat van toepassing is op die gebied wat naaste aan sodanige gebied is.

17. STEIERWERK EN INSTALLASIES

Werkgewers en werknemers moet onderstaande reëls nakom: Met dien verstande dat vir sover die regulasies in verband met bou-, slopings- en uitgrawingswerk wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer is, bepalinge bevat wat onbestaanbaar is met die bepalinge van hierdie klousule of bepalinge bevat wat nie in hierdie klousule voorkom nie, die bepalinge van genoemde regulasies van toepassing is:

(1) *Steierwerk en uitrusting.*—'n Werkgewer moet toesien dat steiers aan werkmense beskikbaar word vir alle werk wat nie veilig van 'n leer af of op 'n ander manier verrig kan word nie, en dat alle steiers behoorlik gemaak is van geskikte en sterk materiaal en dat dit onder behoorlike toesig opgerig word, en—

(A) 'n werkgewer moet toesien dat—

(a) steierpale stewig gestut en teen verskuiwing bevestig is en dat hulle vertikaal bly, uitgesonderd in die geval van kortelingsteiers, wat effens in die rigting van die bouwerk moet oorhel;

(b) (i) standers hoogstens 1,8 m, 2,4 m en 3 m van mekaar af is in die geval van onderskeidelik hoë, middelmatige en lae massalaste, indien hulle van staal vervaardig is, en hoogstens 3 m van mekaar af indien hulle van hout vervaardig is;

(ii) steierballe hoogstens 2,1 m vertikaal van mekaar af is;

(iii) kortelings of kalwers hoogstens 1,5 m, 1,8 m en 2,4 m van mekaar af is in die geval van onderskeidelik hoë, middelmatige en lae massalaste.

Vir die toepassing van hierdie klousule beteken hoë, middelmatige en lae massalaste, massalaste van onderskeidelik hoogstens 375, 250 en 125 kg/m²;

(c) elke deel van 'n steierraamwerk wat van hout gemaak is, 'n diameter van minstens 75 mm of 'n profiel van gelyke sterkte het;

(B) geen werkgewer mag 'n steier gebruik of laat gebruik nie, tensy dit—

(a) stewig en doeltreffend gestut is om stabiliteit in alle rigtings te verseker;

(b) op geskikte vertikale en horisontale afstande vasgemaak is aan die bouwerk waaraan gewerk word, tensy dit ontwerp is om volkome vry te staan;

(c) so gebou is dat die veiligheidsfaktor daarvan minstens vier is;

(d) minstens een keer per week en na gure weer deur 'n bevoegde persoon nagegaan word;

(C) geen werkgewer mag vereis of toelaat dat—

(a) steierwerk waarvan die stuttraam uit hout bestaan, hoër as 25 m is nie;

(b) steierwerk opgerig, verander of afgetakel word nie, behalwe deur of onder die persoonlike toesig van 'n bevoegde persoon.

(2) *Steierplatforms.*—(A) 'n Werkgewer moet toesien dat—

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

(b) elke plank wat deel van 'n steierplatform uitmaak, op minstens drie stutte rus, uitgesonderd in die geval van boksteiers en dat dit minstens 150 mm by tussenstutte en hoogstens 230 mm by eindstutte verbystek;

(c) elke plank van 'n steierplatform stewig vasgesit is om te voorkom dat dit verskuif;

(d) elke platform op so 'n wyse met planke beklee is dat dit sal verhoed dat materiaal en gereedskap deurval.

(B) 'n Werkgewer moet toesien dat elke werkplatform van 'n steier—

(a) minstens 912 mm breed is en 'n ombelemmerde en onversperde gang van minstens 456 mm insluit: Met dien verstande dat waar 'n platform slegs as deurgang gebruik word of waar lae massalaste soos omskryf in subklousule (1) (A) (b) gestut word, 'n totale platformwydte van 456 mm toereikend is;

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

(i) sterk skutrelings minstens 900 mm en hoogstens 1 100 mm hoog aan alle kante van die platform, behalwe aan die kant teenoor die bouwerk;

(ii) stootstukke aan alle kante van die platform, uitgesonderd die kant teenoor die bouwerk, wat minstens 150 mm hoog bokant die vlak van die platform moet wees en in die geval van hout minstens 25 mm dik moet wees en só aangebring moet word dat daar geen oop ruimte tussen die stootstuk en die platform bestaan nie;

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

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

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

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

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

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

(3) *Ramps*.—(A) No employer shall require or permit a ramp to be installed or used, the slope of which exceeds one vertical to one and a half horizontal.

(B) An employer shall cause every ramp—

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

(i) be placed at suitable intervals, and

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

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

(4) *Suspended scaffolds*.—No employer shall require or permit a suspended scaffold to be used unless—

(A) outriggers are—

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

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

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

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

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

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

(D) the working platform is—

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

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

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

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

(5) *Boatswain's chair*.—An employer shall cause every boatswain's chair or similar appliance to be securely suspended and to be of such construction as to prevent any occupant from falling therefrom.

(6) *Cantilever and job scaffolds*.—No employer shall require or permit a cantilever or jib scaffold to be used unless—

(a) the out-ridgers are of steel and have a factor of safety of not less than four;

(b) it complies with the provisions of subclause (2) hereof.

(7) *Trestle scaffolds*.—No employer shall require or permit a trestle scaffold to be used which is more than 3 m high or which is constructed in more than two tiers.

(c) só ingerig is dat die opening tussen die platform en die bouwerk hoogstens 75 mm is: Met dien verstande dat waar werkmense moet sit terwyl hulle werk, hierdie afstand tot hoogstens 300 mm vergroot kan word;

(d) vry gehou moet word van afval, uitstaande spykers of ander hindernisse en dat dit in 'n glyvaste toestand gehou word.

(C) Geen werkgewer mag vereis of toelaat dat 'n werkplatform wat hoër as 600 mm is, op 'n steierplatform gestut word nie.

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

(E) 'n Werkgewer moet toesien dat daar gerieflike en veilige toegang tot elke steierplatform verskaf word. Waar sodanige toegang deur lere verleen word, moet die lere aan die onderkant stewig gestut wees, minstens 900 mm bokant die platform aan die bopunt uitsteek en stewig vasgesit word.

(F) Die bepalings van hierdie subklousule is ook van toepassing op werkplatforms waarvandaan bou-, slopings- of uitgrawingswerk verrig word.

(3) *Oplope*.—(A) Geen werkgewer mag vereis of toelaat dat 'n oploop aangebring of gebruik word waarvan die helling meer as een vertikaal tot een en 'n half horisontaal is nie.

(B) 'n Werkgewer moet toesien dat elke oploop—

(a) waarvan die helling bykomende vastrapplek nodig maak, en in elke geval waar die helling meer as een vertikaal tot vier horisontaal is, voorsien word van behoorlike trapplaatte wat—

(i) op geskikte afstande van mekaar geplaas moet word; en

(ii) oor die volle breedte van die oploop moet strek, behalwe dat dit oor 'n breedte van hoogstens 230 mm onderbreek kan word om die beweging van kruiwaens te vergemaklik;

(b) wat meer as 2 m hoog is, aan albei kante voorsien word van handreling en stootstukke wat in alle opsigte aan die bepalings van subklousule (2) (B) (b) (i) en (ii) hiervan voldoen.

(4) *Hangsteiers*.—Geen werkgewer mag vereis of toelaat dat 'n hangsteier gebruik word nie, tensy—

(A) die kraanbalke—

(a) van staal is, met 'n veiligheidsfaktor van minstens vier;

(b) behoorlik gestut, goed gespaseer en aan die binneste end stewig veranker is, maar nie met 'n gewig nie: Met dien verstande dat in die geval van kraanbalke wat deur gewigte geanker is, die inrigting daarvan deur 'n inspekteur goedgekeur moet word;

(c) aan die buite-ent van 'n stuiters of 'n ander middel voorsien is om verskuiwing van die tou te voorkom.

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

(B) die werkplatform hang aan minstens twee afsonderlike staalkabels met 'n veiligheidsfaktor van minstens 10, gebaseer op die maksimum wag wat elke kabel moet dra;

(C) die hysmasjiene of -toestelle so opgerig en in stand gehou word dat die werkplatform nie per ongeluk beweeg kan word nie en so geleë is dat hulle maklik vir inspeksie toeganklik is en dat die kabelverbindinge met die kraanbalke vertikaal bokant die werkplatformaanhengpunte is;

(D) die werkplatform—

(a) vir ligte hangsteiers minstens 456 mm en hoogstens 912 mm breed is en vir swaar hangsteiers minstens 912 mm breed is;

(b) so hang dat dit so na doenlik is aan die bouwerk waaraan gewerk word en by elke werkposisie vasgesit is om relatiewe horisontale beweging tussen die platform en die bouwerk te voorkom;

(c) voorsien is van sterk skutrelings minstens 900 mm en hoogstens 1 100 mm bokant en aan alle kante van die platform, behalwe aan die kant teenoor die bouwerk: Met dien verstande dat, in die geval van ligte hangsteiers, skutrelings wat minstens 750 mm hoog is aan alle kante van die platform aangebring moet word;

(d) aan alle kante voorsien is van stootstukke wat minstens 150 mm hoog vanaf die vlak van die platform moet wees, en as hulle van hout is, minstens 25 mm dik moet wees, en wat so aangebring moet word dat daar geen oop ruimte tussen die stootstuk en die platform bestaan nie: Met dien verstande dat in die geval van swaar hangsteiers, die stootstukke teenoor die bouwerk minstens 50 mm hoog vanaf die vlak van die platform kan wees.

(5) *Bootsmanstoel*.—'n Werkgewer moet toesien dat elke bootsmanstoel of dergelike toestel stewig hang en so gemaak is dat 'n insittende nie daarvan kan afval nie.

(6) *Vrydraer- en kraanarmsteiers*.—Geen werkgewer mag vereis of toelaat dat 'n vrydraer- of kraanarmsteier gebruik word nie, tensy—

(a) die kraanbalke van staal is, met 'n veiligheidsfaktor van minstens 4;

(b) dit aan die bepalings van subklousule (2) hiervan voldoen.

(7) *Boksteiers*.—Geen werkgewer mag vereis of toelaat dat 'n boksteier gebruik word wat meer as 3 m hoog is of wat uit meer as twee rye bestaan nie.

(8) *Roof work.*—The employer shall provide, and cause to be used, suitable roof ladders or duck or crawling boards for persons required to work on any roof having a pitch of over 34 (2:3) or on any roof which is covered or is to be covered with material through which a person is liable to fall: Provided that suitable safety belts with an adequate length of rope attached to the structure may be used in place of roof ladders, duck or crawling boards on pitched roofs covered with non-fragile material.

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

(B) The responsible person shall ensure that—

(a) all electric, water, gas or other supply lines have been effectively disconnected from the source of supply before demolition work is commenced;

(b) no floor, roof or other part of the structure is so overloaded with debris or material as to render it unsafe;

(c) all practicable precautions are taken to avoid danger from collapse of the structure when any part of the framing of a framed or partly framed building is removed or when cutting reinforced concrete;

(d) precautions are taken by adequate shoring or by such other means as may be necessary to prevent the accidental collapse of any part of the structure of adjoining structure.

(10) Co-operation with the employer by employees and other persons upon whom this Agreement is binding.—(a) Every person upon whom this Agreement is binding shall co-operate with the employer in carrying out these regulations.

(b) Every person upon whom this Agreement is binding shall forthwith remedy or report to the employer, general foreman or foreman any defect that he may discover in the plant or appliances, or any action by any person liable to cause an accident.

(c) No person upon whom this Agreement is binding shall interfere with, displace, take away, damage or destroy any of the plant or safeguards required by the foregoing regulations without the authority of the employer or his responsible foreman.

(d) Every person upon whom this Agreement is binding shall make proper use of all safeguards, safety devices or other appliances furnished for his protection and shall obey all safety instructions pertaining to his work.

(e) Every person upon whom this Agreement is binding shall take the necessary precautions for his own safety and for the safety of any person on the site and abstain from any action which might endanger him or other persons.

(f) No employed person shall go to or from his work-place otherwise than by the safe means of access and egress provided.

(11) *First-aid equipment.*—(a) At every place where building work is carried on, satisfactorily equipped first-aid boxes or cupboards readily accessible and clearly marked shall be provided for the prompt treatment of all injuries sustained in the course of work.

(b) Such first-aid boxes or cupboards shall be placed under the charge of a responsible person.

18. WET WEATHER SHELTER

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

19. LATRINES

Proper and adequate sanitary accommodation shall be provided by employers on all contract sites and working premises.

20. TEA INTERVALS

Every employer shall provide a person and a suitable receptacle for boiling water for the preparation of tea for his employees in the morning and at the lunch interval. No employee may leave the immediate vicinity where he is working for tea in the morning. The tea interval shall be allowed from 10h00 to 10h15 and shall be deemed to be part of the ordinary hours of work.

21. ADMINISTRATION OF AGREEMENT

The Council shall be responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees, and all matters on which a subcommittee is required or permitted to reach a decision shall be capable of being referred by any person aggrieved by a decision, to the Council by way of appeal.

(8) *Dakwerk.*—'n Werkgewer moet geskikte daklere of plankmatte of kruipplanke verskaf en sorg dat dit gebruik word in die geval van persone wat werk moet verrig op 'n dak met 'n helling van meer as 34 (2:3) of op enige dak wat bedek is of bedek gaan word met materiaal waardeur iemand moontlik kan val: Met dien verstande dat geskikte veiligheids gordels wat aan die bouwerk vasgemaak is met 'n tou wat lank genoeg is, in plaas van daklere, plankmatte of kruipplanke gebruik kan word op staandakke wat met 'n nie-breekbare materiaal bedek is.

(9) *Slopingswerk.*—(A) Geen werkgewer mag vereis of toelaat dat slopingswerk of werk wat daarmee gepaard gaan, uitgevoer word nie, tensy sodanige werk gedurig gedoen word deur of onder die persoonlike toesig is van 'n verantwoordelike persoon met minstens twee jaar praktiese ondervinding van die sloping van bouwerke wat uitsluitlik vir daardie doel aangestel is. In geen omstandighede mag twee of meer persone gesamentlik oor slopingswerk toesig hou nie.

(B) Die verantwoordelike persoon moet toesien dat—

(a) alle elektriese, water-, gas- of ander toevoelings op doeltreffende wyse afgesluit is voordat die slopingswerk begin;

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

(c) alle doeltreffende voorsorgmaatreëls getref word om die gevaar te voorkom dat die bouwerk intuiemal wanneer 'n deel van die raamwerk van 'n skeletgebou of 'n gebou wat gedeeltelik 'n skeletgebou is, verwyder word of wanneer gewapende beton gesny word;

(d) voorsorgmaatreëls getref word deur middel van toereikende skoring of ander metodes wat nodig is ten einde te voorkom dat 'n deel van die bouwerk of 'n aangrensende bouwerk per ongeluk intuiemal.

(10) *Samewerking met die werkgewer deur werknemers en ander persone vir wie hierdie Ooreenkoms bindend is.*—(a) Elkeen vir wie hierdie Ooreenkoms bindend is, moet met die werkgewer saamwerk om hierdie regulasies uit te voer.

(b) Elkeen vir wie hierdie Ooreenkoms bindend is, moet onmiddellik alle defekte wat hy in die uitrusting of toestelle ontdek, herstel of aan die werkgewer, algemene voorman of voorman rapporteer en hy moet die optrede van enigen wat moontlik 'n ongeluk kan veroorsaak, aan die werkgewer, voorman of algemene voorman rapporteer.

(c) Niemand vir wie hierdie Ooreenkoms bindend is, mag enige uitrusting of veiligheidstoestelle wat ingevolge bostaande regulasies vereis word, sonder die magtiging van die werkgewer of sy verantwoordelike voorman belemmer, verskuif, wegneem, beskuldig of vernietig nie.

(d) Elkeen vir wie hierdie Ooreenkoms bindend is, moet behoorlik gebruik maak van al die beskermingsmaatreëls, veiligheidstoestelle of ander toestelle wat vir sy beskerming verskaf word en hy moet al die veiligheidsoopdragte gehoorsaam wat op sy werk betrekking het.

(e) Elke persoon vir wie hierdie Ooreenkoms bindend is, moet die nodige voorsorg tref vir sy eie veiligheid en die veiligheid van enige ander persoon op die terrein en hom weerhou van enige handeling wat hom of ander persone in gevaar kan stel.

(f) Geen persoon in diens mag van of na sy werkplek gaan nie, behalwe langs die veilige toegangs- of uitgangsweg wat verskaf word.

(11) *Eerstehulpuitrusting.*—(a) Daar moet op elke plek waar bouwerk verrig word, eerstehulpkissies of -kaste wat bevestigde uitgerus, maklik toeganklik en duidelik gemerk is, verskaf word vir die onmiddellike behandeling van alle beserings wat in die loop van die werk opgedoen word.

(b) Sodanige eerstehulpkissies of -kaste moet onder toesig van 'n verantwoordelike persoon geplaas word.

18. NATWEERSKUILING

Werkgewers moet oral waar bouwerksaamhede verrig word, 'n geskikte skuiling verskaf waarin werknemers gedurende nat weer kan skuil.

19. LATRINES

Werkgewers moet op alle kontrakterreine en werkpersele behoorlike en toereikende sanitêre geriewe verskaf.

20. TEEPOUSES

Elke werkgewer moet 'n persoon en 'n geskikte houer vir kookwater verskaf vir die bereiding van tee vir sy werknemers in die oggend en gedurende die etenspouse. Geen werknemer mag die onmiddellike omgewing waar hy werk in die oggend vir tee verlaat nie. Die teepouse moet toegestaan word van 10h00 tot 10h15 en word geag deel van die gewone werkure uit te maak.

21. ADMINISTRASIE VAN OOREENKOMS

Die Raad is vir die administrasie van hierdie Ooreenkoms verantwoordelik en kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalinge daarvan onbestaanbaar is nie, en alle aangeleenthede waarvoor 'n subkomitee moet of mag beslis, kan deur enigen wat deur so 'n beslissing veronreg voel by wyse van appél na die Raad verwys word.

22. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, 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 or amend any certificate of exemption.

(3) A certificate of exemption under the signature of the Secretary 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 at any time by the Council without assigning any reason, during the period for which it was granted.

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

23. COUNCIL EXPENSES

(1) (a) For the purpose of meeting the expenses of the Council every employer shall, each week, pay to the Secretary of the Council the following:

(i) An amount of 10c in respect of each employee employed by him and for whom wages are prescribed in clause 8 (1) (a) (iii) (v) and (ix) of Part I of this Agreement. An employer may deduct from the wages of each such employee an amount of 7c for such week;

(ii) an amount of 4c in respect of each employee employed by him and for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iv), (vi), (x) and (xi) of Part I of this Agreement. An employer may deduct from the wages of each such employee an amount of 2c for such week.

(b) No payment shall be made in respect of an employee who has worked less than 16 hours in any one week from Mondays to Fridays (inclusive) for an employer, and where an employee is employed by two or more employers during the same week the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(2) For each amount paid to the Secretary of the Council by an employer in terms of subclause (1) hereof, the Secretary of the Council shall issue a stamp to such employer.

(3) The employer shall on each pay-day issue to each employee concerned a stamp to the value of the amount paid in terms of subclause (1) hereof, and each employee shall affix such stamp in the contribution book referred to in clause 37 of Part I of this Agreement. Such contribution book shall be retained by the employee.

(4) The Council may at its discretion combine the stamp referred to in this clause with any other stamps issued by the Council in respect of any other funds administered by it.

(5) Where an employer did not employ any employees as specified in subclause (1) (a) (i) hereof during any week, such employer shall in addition to the amount payable in terms of subclause (1) (a) (ii) pay an amount of R1 each week to the Secretary of the Council, such payment to be supported by a form prescribed by the Council and obtainable from the Secretary of the Council.

(6) The minimum amount payable each week by an employer in terms of subclause (1) (a) (i) hereof shall be R1. If during any week an employer has paid less than R1 in respect of the total number of employees referred to in subclause (1) (a) (i) hereof, such employer shall pay the difference between the amount paid in terms of subclause (1) (a) (i) and the amount of R1.

(7) 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.

(8) Subject to the provisions of subclause (1) (b), every employer shall each week pay the amount referred to in subclause (1) (a) (ii) in respect of employees for whom wages are prescribed in clause 8 (1) (a) (x) direct to the Secretary of the Council.

24. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry who is not already registered with the Council in pursuance of a previous agreement, shall, within three 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 Industry;
- (iv) the full title or style under which his business is to be conducted.

22. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad om afdoende redes skriftelik vrystelling van enigen van die bepalings van hierdie Ooreenkoms aan 'n persoon of persone verleen.

(2) Die Raad moet, ten opsigte van enigen aan wie vrystelling kragtens hierdie klousule verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goedgevind, nadat skriftelike kennis aan die betrokke persoon of persone gegee is, enige vrystellingssertifikaat kan intrek of wysig.

(3) 'n Vrystellingssertifikaat deur die Sekretaris onderteken, moet uitgereik word aan elkeen aan wie vrystelling verleen is. 'n Sertifikaat is nie geldig in 'n ander gebied as dié waarvoor dit uitgereik is nie.

(4) Die Raad kan te eniger tyd gedurende die tydperk waarvoor 'n vrystellingssertifikaat toegestaan is, dit wysig of intrek sonder om 'n rede aan te voer.

(5) 'n Werkgewer moet die gewysigde voorwaardes nakom van 'n vrystellingssertifikaat wat in ooreenstemming met hierdie klousule uitgereik is.

23. UITGAWES VAN DIE RAAD

(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever elke week aan die Sekretaris van die Raad die volgende betaal:

(i) 10c vir elke werknemer wat by hom in diens is en vir wie 'n loon in klousule 8 (1) (a) (iii), (v) en (ix) van Deel 1 van hierdie Ooreenkoms voorgeskryf word. 'n Werkgewer kan 7c van die loon van so 'n werknemer vir sodanige week aftrek;

(ii) 4c vir elke werknemer wat by hom in diens is en vir wie 'n loon in klousule 8 (1) (a) (i), (ii), (iv), (vi), (x) en (xi) van Deel 1 van hierdie Ooreenkoms voorgeskryf word. 'n Werkgewer kan 2c van die loon van so 'n werknemer vir sodanige week aftrek.

(b) Geen bedrag moet betaal word vir 'n werknemer wat minder as 16 uur in 'n bepaalde week van Maandag tot en met Vrydag vir 'n werkgever gewerk het en waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die betaling vir daardie week gedoen word deur die werkgever by wie hy die eerste gedurende daardie week minstens 16 uur in diens was.

(2) Vir elke bedrag wat 'n werkgever ingevolge subklousule (1) hiervan aan die Sekretaris van die Raad betaal, moet die Sekretaris van die Raad 'n seël aan sodanige werkgever uitreik.

(3) Die werkgever moet op elke betaaldag aan elke betrokke werknemer 'n seël uitreik waarvan die waarde gelyk is aan die bedrag wat ingevolge subklousule (1) hiervan betaal is, en elke werknemer moet sodanige seël plak in die bydraeboek in klousule 37 van Deel 1 van die Ooreenkoms vermeld. Sodanige bydraeboek moet deur die werknemer behou word.

(4) Die Raad kan na sy goedgefinde die seël wat in hierdie klousule vermeld word, kombineer met ander seëls wat die Raad uitreik vir ander fondse wat deur hom geadministreer word.

(5) Waar 'n werkgever nie werknemers in subklousule (1) (a) (i) gespesifiseer gedurende 'n week in sy diens gehad het nie, moet sodanige werkgever, benewens die bedrag betaalbaar ingevolge subklousule (1) (a) (ii), een rand elke week aan die Sekretaris van die Raad betaal, en sodanige betaling moet vergesel gaan van 'n vorm wat die Raad voorskryf en wat van die Sekretaris van die Raad verkrygbaar is.

(6) Die minimum bedrag wat elke week ingevolge subklousule (1) (a) (i) hiervan deur 'n werkgever betaalbaar is, is R1. Indien 'n werkgever gedurende 'n week minder as R1 ten opsigte van die totale getal werknemers in subklousule (1) (a) (i) hiervan vermeld, moet sodanige werkgever die verskil tussen die bedrag wat ingevolge subklousule (1) (a) (i) betaal is en R1 betaal.

(7) 'n Werkgewer wat versuim om die werklike bedrag wat elke week ingevolge hierdie subklousule verskuldig is, te betaal, moet, benewens die bedrag wat te min betaal is, 'n bedrag betaal wat gelyk is aan 10 persent van die verskil tussen die bedrag wat verskuldig is en die bedrag wat werklik betaal is.

(8) Behoudens subklousule (1) (b), moet elke werkgever elke week die bedrag in subklousule (1) (a) (ii) vermeld regstreeks aan die Sekretaris van die Raad betaal ten opsigte van werknemers vir wie lone in klousule 8 (1) (a) (x) voorgeskryf word.

24. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgever in die Nywerheid wat nie alreeds ingevolge 'n vorige ooreenkoms by die Raad geregistreer is nie, moet binne drie dae nadat hy 'n werkgever word of hierdie Ooreenkoms van krag word, naamlik die jongste datum, die volgende besonderhede aan die Sekretaris van die Raad stuur op 'n vorm wat deur die Raad voorgeskryf word:

- (i) Sy volle naam en woonadres;
- (ii) sy besigheidsadres, maar nie 'n posbusnommer nie;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen;
- (iv) die volle titel of benaming waaronder sy besigheid gedryf gaan word.

(b) Every individual employer, partnership or company shall, not later than 14 days of the date of becoming an employer, complete a statement in the manner prescribed by the Council attesting to his/their full understanding of his/their obligations in terms of this Agreement, and undertake to observe and abide by the said terms; furthermore he/they shall state that he/they has/have complied with the requirements of section 96 (1) of the Workmen's Compensation Act (Act 30 of 1941), such statement to be completed and sworn to before a Commissioner of Oaths or Justice of the Peace. The costs of stationery and revenue stamps shall be borne by the applicant.

(c) (i) Where the employer is a partnership or company, information in accordance with subclause (1) (a) (i) of this clause shall be furnished to the Council in respect of every partner, director, manager or secretary.

(ii) Every individual employer, partnership or company shall—

(aa) notify the Council, in writing, within 14 days, of any change in the title, style, management, partners or address of such business;

(ab) 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;

(ac) 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 R500, irrespective of the number of employees in the employment of such employer.

(3) The Secretary shall maintain a register of all employers referred to in subclause (1) hereof.

25. EMPLOYMENT OF LEARNERS

(1) No employer shall employ any person as a learner under Part I or Part II of this Agreement unless the person was previously registered with the Council as a journeyman's assistant in terms of clause 26 and unless the employer is in possession of a certificate issued by the Council authorising the learner's employment: Provided that the Council may in its discretion authorise the employment of a learner who has not previously been registered as a journeyman's assistant.

(2) An application for permission to employ a learner shall be lodged with the Council within 14 days from the date of employment of the employee concerned and the employer shall furnish, *inter alia*:

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

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

(c) the number of 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—

(a) fix the remuneration and other conditions of employment of a learner, and for the purpose of ascertaining the minimum wage payable to a learner, any previous experience in the Industry may at the discretion of the Council be taken into consideration and the wage rate shall be specified in the certificate issued by the Council in terms of subclause (1);

(b) prescribe a training programme for a learner and may alter such programme from time to time, if it deems fit, after notice in writing has been given to the employer and learner concerned;

(c) prescribe the conditions of the qualifying test a learner must undergo before he can be registered as a journeyman in terms of clause 7;

(d) require the employer and learner concerned to enter into a written contract duly approved by and registered with the Council.

(4) If a learner loses ordinary working hours during his learnership period he shall be required to work in the aggregate of such ordinary working hours at the end of his learnership period: Provided that he shall not be required to work in any ordinary working hours which were occasioned by sickness and/or accident and/or cause beyond his control not exceeding in the aggregate 15 working days in any one year, and/or military service.

(b) Elke individuele werkgever, vennootskap of maatskappy moet hoogstens 14 dae na die datum waarop hy 'n werkgever geword het, 'n staat invul op die wyse wat deur die Raad voorgeskryf word, waarin hy verklaar dat hy sy verpligtinge ingevolge hierdie Ooreenkoms ten volle begryp, en waarin hy onderneem om gemelde verpligtinge na te kom en hom daaraan te hou; voorts moet hy verklaar dat hy die vereistes van artikel 96 (1) van die Ongevalwet (Wet 30 van 1941) nagekom het. Sodanige verklaring moet voor 'n kommissaris van ede of 'n vrederechter ingevul en beëdig word. Die koste verbonde aan skryfbehoeftes en inkomsteseëls moet deur die aansoeker gedra word.

(c) (i) Wanneer die werkgever 'n vennootskap of maatskappy is, moet inligting ooreenkomstig subklousule (1) (a) (i) van hierdie klousule oor elke vennoot, direkteur, bestuurder of sekretaris aan die Raad verskaf word.

(ii) Elke individuele werkgever, vennootskap of maatskappy moet—

(aa) die Raad binne 14 dae skriftelik in kennis stel van enige verandering in die titel, benaming, bestuur, vennote of adres van sodanige besigheid;

(ab) die Raad binne 14 dae skriftelik in kennis stel van enige permanente verandering in die aard van die besigheidswerksaamhede of enige addisionele werksaamhede wat onder die bestaande geregistreerde naam, titel of benaming verrig word;

(ac) die Raad binne 14 dae skriftelik in kennis stel dat werksaamhede in die Bounywerheid gestaak is.

(2) Elke werkgever in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgever wat na daardie datum tot die nywerheid toetree, moet binne sewe dae na sodanige datum, of die datum waarop sodanige werkgever met sy werksaamhede begin, na gelang van die geval, 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om twee weke se betaling ten opsigte van sy werknemers te dek van—

(a) lone soos in hierdie Ooreenkoms voorgeskryf;

(b) ander geldelike verpligtinge waarvoor die werkgever ingevolge hierdie of enige ander Ooreenkoms van die Raad aanspreeklik is:

Met dien verstande dat die waarborg wat 'n werkgever gee, vir 'n bedrag van minstens R500 moet wees, ongeag die getal werknemers in diens van sodanige werkgever.

(3) Die Sekretaris moet 'n register hou van alle werkgevers in subklousule (1) hiervan bedoel.

25. INDIENSNEEMING VAN LEERLINGE

(1) Geen werkgever mag iemand kragtens Deel I of Deel II van hierdie Ooreenkoms as leerling in diens neem nie, tensy die persoon voorheen ingevolge klousule 26 by die Raad as 'n ambagsmansassistent geregistreer was en tensy die werkgever in besit is van 'n sertifikaat deur die Raad uitgereik wat die leerling se indiensneming magtig: Met dien verstande dat die Raad na goeddunke die indiensneming van 'n leerling kan magtig wat nie voorheen as ambagsmansassistent geregistreer was nie.

(2) Aansoek om verlof om 'n leerling in diens te neem, moet binne 14 dae vanaf die datum van die betrokke leerling se indiensneming by die Raad ingedien word, en die werkgever moet onder andere die volgende besonderhede verskaf:

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

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

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

(d) die getal werknemers, uitgesonderd leerlinge in sy diens, wat sodanige werk verrig.

(3) Die Raad het die bevoegdheid om—

(a) die besoldiging en ander diensvoorwaardes van 'n leerling vas te stel, en by die vasstelling van die minimum loon wat aan 'n leerling betaalbaar is, kan enige vorige ondervinding in die Nywerheid na goeddunke van die Raad in aanmerking geneem word, en die loonskaal moet aangedui word op die sertifikaat wat deur die Raad ingevolge subklousule (1) uitgereik word;

(b) 'n opleidingsprogram vir 'n leerling voor te skryf en hy kan sodanige program na goeddunke van tyd tot tyd verander ná skriftelike kennisgewing aan die betrokke werkgever en werknemer;

(c) die voorwaardes voor te skryf van die kwalifiserende toets wat 'n leerling moet aflê voordat hy ingevolge klousule 7 as ambagsman geregistreer kan word;

(d) van die betrokke werkgever en leerling te vereis om 'n skriftelike kontrak aan te gaan wat behoorlik deur die Raad goedgekeur en by die Raad geregistreer is.

(4) Indien 'n leerling gedurende sy leertydperk gewone werkure verloor, word van hom vereis om aan die einde van sy leertydperk die totaal van sodanige gewone werkure in te werk: Met dien verstande dat van hom nie vereis mag word om enige gewone werkure in te werk wat veroorsaak is deur siekte en/of 'n ongeluk en/of enige oorsaak buite sy beheer wat in 'n bepaalde jaar hoogstens 15 werkdae altesaam beloop, en/of deur militêre diens nie.

(5) The contract referred to in subclause (3) (d) shall not be varied without the prior consent of the Council.

(6) Notwithstanding any written contract which may have been entered into in terms of subclause (3) (d), 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 dispense with the services of the learner.

(7) When permission is withdrawn in terms of subclause (6), the employer shall within seven days return the contract referred to in subclause (3) (d) to the Council for cancellation.

(8) 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 has been 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.

26. EMPLOYMENT OF JOURNEYMAN'S ASSISTANTS

(1) Subject to the provisions of subclause (5), no employee, other than a journeyman, foreman, general foreman, learner, apprentice or trainee under Part I and no employee, other than a joiner, machinist, saw doctor, maintenance mechanic, supervisor, general foreman, glazier, learner, apprentice or trainee under Part II shall undertake journeyman's assistant's work and no employer shall require and/or permit an employee, other than a journeyman, foreman, general foreman, learner, apprentice or trainee under Part I, and an employee, other than a joiner, machinist, saw doctor, maintenance mechanic, supervisor, general foreman, glazier, learner, apprentice or trainee under Part II, to perform journeyman's assistant's work unless the employee concerned has been registered as a journeyman's assistant with the Council and issued by the Council with a certificate to that effect: Provided that no journeyman's assistant may perform any work connected with "bricklaying" and "plastering", as set out in the definition of "journeyman's assistant", unless he has been permitted by the Council, upon application by his employer, to perform such work.

(2) A journeyman's assistant shall, on demand by any duly authorised official of the Council or when requested to do so by an employer, produce the certificate issued to him by the Council.

(3) No employer shall dismiss a journeyman for the purpose of replacing him with a journeyman's assistant.

(4) No person under the age of 21 years shall qualify for registration as journeyman's assistant.

(5) An application for the registration of a journeyman's assistant shall be made by the employer concerned on a form prescribed by the Council within 21 days of the coming into operation of this Agreement or commencement of the journeyman's assistant's employment if he is not already registered with the Council.

(6) The Council may at its discretion combine the certificate with the contribution cards referred to in clause 37 (8) of this Agreement and these shall be in such form as may be determined by the Council from time to time.

27. EMPLOYMENT OF TRADE UNION LABOUR

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

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

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

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

(a) to general foremen who are not eligible for membership of a trade union which is a party to this Agreement or who hold an exemption from the provisions of this clause;

(b) to apprentices in the plumbing trade, trainees and to employees for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iii), (iv), (vi), (x) and (xi) of Part I and in clause 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (ix) and (xiii) of Part II of this Agreement;

(5) Die kontrak in subklousule (3) (d) bedoel, mag nie sonder vooraf toestemming van die Raad verander word nie.

(6) Ondanks enige skriftelike kontrak wat kragtens subklousule (3) (d) aangegaan is, kan die Raad te eniger tyd deur middel van skriftelike kennisgewing sy toestemming vir die indiensneming van enige leerling, intrek indien hy reken dat daar goeie rede bestaan om dit te doen, en die werkgever moet binne sewe dae nadat hy sodanige kennisgewing van die Raad ontvang het die leerling se dienste beëindig.

(7) Waar toestemming kragtens subklousule (6) ingetrek word, moet die werkgever die kontrak in subklousule (3) (d) vermeld, binne sewe dae na die Raad terugstuur vir kansellering.

(8) Geen werkgever mag enigen in enige hoedanigheid in diens neem wat voorheen 'n leerlingskontrak met 'n ander werkgever aangegaan het wat voortspruit uit toestemming wat kragtens hierdie klousule toegestaan is, sonder dat die kontraktydperk wat deur die Raad vasgestel is, voltooi is nie, tensy die Raad se toestemming vooraf verkry is, en geen werkneer wat voorheen 'n leerlingskontrak aangegaan het, mag voor die voltooiing van die kontrak by 'n ander werkgever aansoek om werk in enige hoedanigheid doen nie, tensy hy die toestemming van die Raad daarvoor verkry het.

26. INDIENSNEMING VAN AMBAGSMANSASSISTENTE

(1) Behoudens subklousule (5), mag geen werkneer, uitgesonderd 'n ambagsman, voorman, algemene voorman, leerling, vakleerling of kwekeling ingevolge Deel I en geen werkneer, uitgesonderd 'n skrynwerker, masjienwerker, saaghersteller, onderhoudswerktuigkundige, toesighouer, algemene voorman, glaswerker, leerling, vakleerling of kwekeling ingevolge Deel II, die werk van 'n ambagsmansassistent onderneem nie en mag geen werkgever van 'n werkneer, uitgesonderd 'n ambagsman, voorman, algemene voorman, leerling, vakleerling of kwekeling ingevolge Deel I, en van 'n werkneer, uitgesonderd 'n skrynwerker, masjienwerker, saaghersteller, onderhoudswerktuigkundige, toesighouer, algemene voorman, glaswerker, leerling, vakleerling of kwekeling ingevolge Deel II, vereis en/of hom toelaat om die werk van 'n ambagsmansassistent te verrig nie, tensy die betrokke werkneer as 'n ambagsmansassistent by die Raad geregistreer is en die Raad 'n sertifikaat te dien effekte aan hom uitgereik het:

Met dien verstande dat geen ambagsmansassistent enige werk in verband met "messelwerk" en "pleisterwerk" soos in die omskrywing van "ambagsmansassistent" uiteengesit, mag verrig nie, tensy die Raad hom, ná aansoek deur sy werkgever, verlof daartoe verleen het.

(2) 'n Ambagsmansassistent moet die sertifikaat wat deur die Raad aan hom uitgereik is, toon wanneer 'n behoorlik gemagtigde beampte van die Raad of 'n werkgever hom daarom vra.

(3) Geen werkgever mag 'n ambagsman ontslaan ten einde hom deur 'n ambagsmansassistent te vervang nie.

(4) Niemand onder die ouderdom van 21 jaar kwalifiseer vir registrasie as ambagsmansassistent nie.

(5) 'n Aansoek om registrasie van 'n ambagsmansassistent moet deur die betrokke werkgever gedoen word op 'n vorm deur die Raad voorgeskrif, en wel binne 21 dae na die inwerkingtreding van hierdie Ooreenkoms of die begin van die ambagsmansassistent se diens, indien hy nie alreeds by die Raad geregistreer is nie.

(6) Die Raad kan na goeie dinge die sertifikaat kombineer met die bydraekaarte in klousule 37 (8) van hierdie Ooreenkoms bedoel, en dit neem die vorm aan wat die Raad van tyd tot tyd bepaal.

27. INDIENSNEMING VAN VAKVERENIGINGARBEID

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

(a) mag geen werkneer wat lid is van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is, diens aanvaar by 'n werkgever wat nie lid is van 'n werkgeversorganisasie wat 'n party by hierdie Ooreenkoms is nie of in die diens bly van 'n werkgever wie se lidmaatskap van enigen van die werkgeversorganisasies beëindig is, nadat die Sekretaris of 'n agent van die Raad hom van sodanige beëindiging van lidmaatskap in kennis gestel het nie;

(b) mag geen werkgever wat lid is van 'n werkgeversorganisasie wat 'n party by hierdie Ooreenkoms is, 'n werkneer in diens neem wat nie lid is van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is nie.

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

(a) op algemene voormanne wat nie vir lidmaatskap van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is, in aanmerking kom nie, of wat van hierdie klousule vrygestel is;

(b) op vakleerlinge in die loodgietersambag, kwekelinge en werknemers vir wie lone in klousule 8 (1) (a) (i), (ii), (iii), (iv), (vi), (x) en (xi) van Deel I en klousule 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (ix) en (xiii) van Deel II van hierdie Ooreenkoms voorgeskrif is;

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

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

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

(4) Any member of a trade union which is a party to this Agreement who is unable to obtain employment with an employer who is a member of an employers' organisation which is a party to this Agreement shall not undertake and/or accept employment with an employer who is not a member of the employers' organisation unless the prior consent of the Council is obtained in writing.

28. NOTICE BOARDS

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

(2) This clause shall only apply to jobs of seven consecutive days' duration or over.

(3) The name of the employers' organisation of which the employer is a member shall also be shown on the notice board referred to in subclause (1).

29. AGENTS

(1) The Council shall appoint any one or more persons as agents in terms of section 62 (7) of the Act and shall furnish such agents with a certificate signed by the Secretary or an authorised official to assist in giving effect to the terms of this Agreement. An agent shall have the right to—

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

(b) orally examine, either alone or in the presence of any other persons as he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer to the best of his ability any relevant questions put;

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

(2) The agent when entering, inspecting or examining 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 in this clause.

30. TIME AND WAGE RECORDS

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

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

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

31. EMPLOYMENT OF JUVENILES

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

32. 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.

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

(d) behoudens die reg van 'n persoon kragtens artikel 51 (10) van die Wet, waar lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder grondige rede geweier of beëindig is en waar die aansoeker sodanige weiering of beëindiging binne 30 dae daarna by die Raad aangemeld het.

(3) Bewys dat 'n werknemer lid van die betrokke vakverenigings is, is 'n lidmaatskapkaart wat deur die betrokke vakvereniging uitgereik is; en die werknemer moet sodanige kaart toon wanneer hy om werk aansoek doen of wanneer die werkgever of 'n beampete van die Raad hom daarom versoek.

(4) 'n Lid van 'n vakvereniging wat 'n party is by hierdie Ooreenkoms, wat nie werk kan kry by 'n werkgever wat lid is van 'n werkgeversorganisasie wat 'n party by hierdie Ooreenkoms is nie, mag nie diens by 'n werkgever wat nie 'n lid van die werkgeversorganisasie is nie, onderneem en/of aanvaar nie, tensy hy vooraf die Raad se skriftelike toestemming verkry het.

28. KENNISGEWINGBORDE

(1) Elke werkgever en alle werkgevers wat in vennootskap werk, moet, waar hy of hulle ook al bouwerksaamhede verrig, 'n kennisgewingbord wat minstens 60 cm by 45 cm groot is, of 'n kennisgewingbord wat deur die Raad goedgekeur is, en wat die naam en besigheidsadres van sodanige werkgever of vennootskap aantoon, op 'n opvallende plek vertoon wat vir die publiek toeganklik is.

(2) Hierdie klousule is slegs van toepassing op werk wat sewe agtereenvolgende dae of langer duur.

(3) Die naam van die werkgeversorganisasie waarvan die werkgever 'n lid is, moet ook getoon word op die kennisgewingbord in subklousule (1) vermeld.

29. AGENTE

(1) Die Raad moet een of meer persone ingevolge artikel 62 (7) van die Wet as agente aanstel en moet 'n sertifikaat wat deur die Sekretaris of 'n gemagtigde beampete onderteken is, aan sodanige agente uitreik om te help met die uitvoering van hierdie Ooreenkoms. 'n Agent het die reg om—

(a) enige perseel of plek waarin die Nywerheid uitgeoefen word, te eniger tyd te betree wanneer hy redelike gronde het om te vermoed dat iemand daar werksaam is;

(b) enigene wat hy in of in die omgewing van die perseel of plek aantref, mondeling te ondervra, alleen of in die teenwoordigheid van ander persone, soos hy goeddink, in verband met sake betreffende hierdie Ooreenkoms, en om van so 'n persoon te vereis om na sy beste vermoë alle tersaaklike vrae te beantwoord;

(c) te vereis dat boeke, tydstate, registers en dokumente wat nodig is om seker te maak of hierdie Ooreenkoms nagekom word, getoon word, en om dit te inspekteer, te ondersoek of afskrifte daarvan te maak.

(2) Die agent kan 'n tolk met hom saamneem wanneer hy ingaan, inspekteer of ondersoek.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet alle fasiliteite in hierdie klousule vermeld aan die agent verleen.

30. TYD- EN LOONREGISTERS

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

(2) Elke werkgever moet die registers wat hy ingevolge subklousule (1) byhou vir 'n tydperk van drie jaar na die datum van die register bewaar, en as 'n agent van die Raad te eniger tyd gedurende genoemde tydperk van drie jaar na so 'n register vra, moet hy dit vir inspeksie toon.

(3) Die registers in subklousule (1) vermeld, moet in leesbare letters en op duursame materiaal met ink geskryf of getik word.

31. INDIENSNEMING VAN JEUGDIGES

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

32. 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.

33. EMPLOYER ORGANISATION LEVY

(1) The Council having agreed to the collection from members of the Port Elizabeth Master Builders' and Allied Trades Association of a levy, such levy shall be collected in accordance with the procedure detailed in this clause.

(2) Every employer who is a member of the Port Elizabeth Master Builders' and Allied Trades Association shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the Council for transmission to the Port Elizabeth Master Builders' and Allied Trades Association the following: An amount of 14c per week in respect of each of his employees for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (x) and (xi) of Part I of this Agreement.

(3) No payment shall be made by an employer in respect of an employee who works less than 16 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 16 hours.

(5) The procedure prescribed in clause 23 of Part I shall *mutatis mutandis* apply to the payment of contributions in terms of this clause.

(6) The Council shall each month pay to the Port Elizabeth Master Builders' and Allied Trades Association the total amount of contributions collected by it in terms of subclause (2) hereof, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

34. TRADE UNION SUBSCRIPTIONS

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

(2) Every employer who is a member of the Port Elizabeth Master Builders' and Allied Trades Association shall deduct the amount of subscriptions payable to the trade unions, in respect of each week or part of a week of employment, from the weekly wages of each employee who is a member of any of the trade unions and for whom wages are prescribed in clause 8 (1) (a) (v) and (ix) of Part I 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 Port Elizabeth Master Builders' and Allied Trades Association and every employee who is a member of any of the trade unions 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 5 per cent from the money payable to the trade unions in terms of subclause (5) hereof, which amount shall accrue to the general funds of the Council.

35. EMPLOYMENT RETURN FORMS

(1) Every employer to whom the provisions of Part I 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 8 (1) (a) (iii), (v) and (ix) of Part I of this Agreement. Such forms shall be obtained by the employer from the Secretary of the Council and must be returned properly completed 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 23 (5) of the Agreement.

33. HEFFING VIR WERKGEWERSORGANISASIE

(1) Aangesien die Raad ingestem het om 'n heffing van lede van die Port Elizabeth Master Builders' and Allied Trades Association in te vorder, moet sodanige heffing ooreenkomstig die prosedure in hierdie klousule uiteengesit, ingevorder word.

(2) Elke werkgever wat lid is van die Port Elizabeth Master Builders' and Allied Trades Association moet, behoudens subklousules (3) en (4) hiervan, soos volg tot die Raad bydra vir deursending aan die Port Elizabeth Master Builders' and Allied Trades Association:

'n Bedrag van 14c per week ten opsigte van elkeen van sy werknemers vir wie lone in klousule 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (x) and (xi) van Deel I van hierdie Ooreenkoms voorgeskryf word.

(3) 'n Werkgever moet geen bedrag betaal vir 'n werknemer wat minder as 16 uur in 'n bepaalde week vir hom werk nie.

(4) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die werkgever by wie hy die eerste gedurende daardie week minstens 16 uur in diens was die bedrag vir daardie week betaal.

(5) Die prosedure in klousule 23 van Deel I voorgeskryf, is *mutatis mutandis* op die betaling van bydraes ingevolge hierdie klousule van toepassing.

(6) Die Raad moet elke maand die totaal van die bydraes wat deur hom ingevolge subklousule (2) hiervan ingevorder is, aan die Port Elizabeth Master Builders' and Allied Trades Association betaal, min invorderingskoste van 2½ persent wat aan die algemene fondse van die Raad toeval.

34. BYDRAES TOT VAKVERENIGINGS

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

(2) Elke werkgever wat lid is van die Port Elizabeth Master Builders' and Allied Trades Association, moet die bydraes wat vir elke week of gedeelte van 'n week diens aan die vakverenigings betaalbaar is, aftrek van die weekloon van elke werknemer wat lid is van een van die vakverenigings en vir wie lone in klousule 8 (1) (a) (v) en (ix) van Deel I 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 Port Elizabeth Master Builders' and Allied Trades Association en elke werknemer wat lid van enigeen van die vakverenigings 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 5 persent aftrek van die geld betaalbaar aan die vakverenigings ingevolge subklousule (5) hiervan, en dié bedrag val aan die algemene fondse van die Raad toe.

35. DIENSOPGAWEVORMS

(1) Elke werkgever op wie die bepalinge van Deel I van hierdie Ooreenkoms van toepassing is, moet 'n diensopgaweform aan die Sekretaris van die Raad voorlê wat die volle name, bydraekaartnommer en die getal van die onderskeie soorte seëls toon wat elke week uitgereik is aan elke werknemer in sy diens vir wie lone in klousule 8 (1) (a) (iii), (v) en (ix) van Deel I van hierdie Ooreenkoms voorgeskryf word. Die werkgever 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 werkgever 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 werkgever geen werknemers soos in subklousule (1) hiervan vermeld, gedurende 'n maand in diens gehad het nie, moet sodanige werkgever 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 23 (5) van die Ooreenkoms vereis word, moet in die vorm verstrek word.

36. THE 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 authorise, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Each employer shall, subject to the provisions of subclauses (3) and (4) hereof, 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 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi) and (xi) of Part I of this Agreement.

(3) No payment shall be made by an employer in respect of an employee who works less than 16 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 16 hours.

(5) The procedure prescribed in clause 23 of Part I of this Agreement shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

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

37. ANNUAL LEAVE, PAID PUBLIC HOLIDAYS AND PORT ELIZABETH BUILDING INDUSTRY HOLIDAY FUND

(1) (a) No work shall be performed in the Industry by employers and employees during the period stated hereunder: Between 07h45 on 15 December 1980 and 07h45 on 12 January 1981; except—

(i) in the case of emergency work when the employer must notify the Secretary of the Council in writing within three days of having commenced such overtime and the circumstances necessitating such overtime;

(ii) in the case where the prior written exemption has first been obtained from the Council.

(b) In the case of exemption under paragraphs (a) (i) and (ii) hereof the employee concerned shall take an equivalent number of days' leave in an unbroken period ending not later than the 15th day of April following. The dates of such substituted leave shall be notified to the Secretary of the Council, in writing, before the commencement of such leave: Provided that in the event of the compulsory public holidays referred to in subclause (2) (a) falling within any period of substituted leave, a further full day's leave shall be added to such period of leave in respect of each compulsory public holiday falling within such period of leave.

(2) (a) Day of the Covenant, Christmas Day and New Year's Day shall be compulsory paid holidays for all employees (except watchmen) for whom wages are prescribed in Part I 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, female unskilled cleaners and minors 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, Republic Day and Settlers' Day shall be compulsory paid holidays for all employees (except watchmen) and payment shall be made on the first pay-day following such holiday: Provided that—

(i) 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 upon a Sunday, the Monday following shall be observed as a paid holiday.

(3) In addition to the remuneration payable in terms of clause 8 of Part I 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 shall include payment in respect of Day of the Covenant, Christmas Day and New Year's Day:

36. DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die instelling van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [ingestel deur die Building Industries Federation (S.A.)], hierna die "Nasionale Fonds" genoem, verleen hy hierby magtiging om bydraes in te vorder ooreenkomstig die prosedure hierna uiteengesit, ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Nasionale Fonds uiteengesit is.

(2) Behoudens subklousules (3) en (4) hiervan, moet elke werkgewer 7c per week tot die Nasionale Fonds bydra vir elkeen van sy werknemers vir wie lone in klousule 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi) en (xi) van Deel I van hierdie Ooreenkoms voorgeskryf word.

(3) 'n Werkgewer moet geen bydrae betaal ten opsigte van 'n werknemer wat minder as 16 uur in 'n bepaalde week vir hom werk nie.

(4) Waar '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 16 uur in diens was, die bedrag vir daardie week betaal.

(5) Die prosedure in klousule 23 van Deel I van hierdie Ooreenkoms voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

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

37. JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE MET BESOLDIGING VAN DIE VAKANSIEFONDS VIR DIE BOUNYWERHEID VAN PORT ELIZABETH

(1) (a) Geen werk mag in die Nywerheid deur werkgewers en werknemers gedoen word gedurende die tydperk hieronder vermeld nie:

Tussen 07h45 op 15 Desember 1980 en 07h45 op 12 Januarie 1981; behalwe—

(i) in die geval van noodwerk waar die werkgewer binne drie dae nadat sodanige oortyd begin is, die Sekretaris van die Raad skriftelik daarvan in kennis moet stel, asook van die omstandighede wat sodanige oortydwerk noodsaaklik gemaak het;

(ii) waar die skriftelike vrystelling van die Raad eers vooraf verkry is.

(b) In die geval van 'n vrystelling kragtens paragrawe (a) (i) en (ii) hiervan moet die betrokke werknemer 'n gelyke getal dae verlof in 'n ononderbroke tydperk neem wat voor of op die 15de dag van die volgende April eindig. Die Sekretaris van die Raad moet skriftelik van die datums van sodanige vervangende verlof in kennis gestel word voordat sodanige verlof begin: Met dien verstande dat as die verpligte openbare vakansiedae in subklousule (2) (a) vermeld, binne enige tydperk van vervangende verlof val, 'n verdere volle dag verlof by sodanige verloftydperk gevoeg moet word vir elke verpligte openbare vakansiedag wat binne sodanige verloftydperk val.

(2) (a) Geloftedag, Kersdag en Nuwejaarsdag is verpligte vakansiedae met besoldiging vir alle werknemers (uitgesonderd wagte) vir wie lone in Deel I van hierdie Ooreenkoms voorgeskryf word, en betaling moet geskied op die wyse en volgens die lone in die verdere bepaling van hierdie klousule voorgeskryf: Met dien verstande dat vakleerlinge, vroulike ongeskoolde skoonmakers en minderjarige betaal moet word asof hulle werklik die gewone werkkure op dié dae gewerk het.

(b) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag en Setlaarsdag is verpligte vakansiedae met besoldiging vir alle werknemers (uitgesonderd wagte), en betaling moet geskied op die eerste betaaldag ná sodanige vakansiedag: Met dien verstande dat—

(i) wanneer Republiekdag op dieselfde dag val as een van die ander verpligte vakansiedae met besoldiging in paragraaf (b) bedoel, 'n werknemer minstens sy gewone loon betaal moet word asof hy die gewone werkkure op dié dag gewerk het;

(ii) indien 'n werknemer van sy werk afwesig is op die werkdag onmiddellik voor en/of ná die verpligte vakansiedae 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 sy werknemers voor enige verpligte vakansiedag met besoldiging in paragraaf (b) bedoel, mag verminder ten einde hierdie subklousule te omseil nie.

(c) Ingeval 'n verpligte vakansiedag met besoldiging in hierdie subklousule bedoel, op 'n Sondag val, moet dit na die daaropvolgende Maandag verskuif word.

(3) Benewens die besoldiging wat ingevolge klousule 8 van Deel I 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 die volgende Vakansiefondstoelae betaal, en sodanige toelae moet betaling vir Geloftedag, Kersdag en Nuwejaarsdag insluit:

	Per hour
	c
(i) General employees	6
(ii) Semi-skilled employees	6½
(iii) Drivers of mechanical vehicles with pay-load of—	
up to and including 2 722 kg	6½
over 2 722 kg but not exceeding 4 536 kg	7½
over 4 536 kg	8
(iv) Journeymen, foremen and general foremen	18
(v) Journeyman's assistants	9
(vi) Learners—	
for the first year of employment	9
for the second year on employment	10
for the third year of employment	10½
(vii) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees	6

(b) apprentices, minors, female unskilled cleaners, trainees and watchmen in his employ in respect of the prescribed annual leave period, an amount equal to the remuneration which they would have received had they worked during such leave period: Provided that in the case of an apprentice, minor, female unskilled cleaner, trainee or watchman whose contract of employment is terminated prior to the last pay-day preceding the commencement of the holiday period, the employer shall pay to such apprentice, minor, female unskilled cleaner, trainee or watchman an amount of not less than one-fifth of the weekly remuneration in respect of each completed month of employment with him during the year preceding such holiday;

(c) each journeyman, foreman and general foreman, as a bonus, in addition to the Holiday Fund allowance prescribed in paragraph (a) an amount of 10c per hour in respect of the ordinary working hours worked by each such employee in his employ.

(3bis) An employer shall, on each pay-day, deduct the following amounts from the remuneration due to his employees for whom a Holiday Fund allowance is prescribed is subclause (3):

	Value of stamp per week
	R
(i) General employees	2,40
(ii) Semi-skilled employees	2,60
(iii) Drivers of mechanical vehicles with a pay-load of—	
up to and including 2 722 kg	2,60
over 2 722 kg but not exceeding 4 536 kg	3,00
over 4 536 kg	3,20
(iv) Journeymen, foremen and general foremen	12,80
(v) Journeyman's assistants	5,20
(vi) Learners—	
for the first year of employment	3,60
for the second year of employment	4,00
for the third year of employment	4,20
(vii) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees	2,40

(3bis) In the case of journeymen, foremen, general foremen and journeyman's assistants the amounts referred to in subclause (3bis) shall include a savings contribution of 4c per hour by the employees concerned in respect of ordinary hours of work. Such contribution shall be used to increase the holiday payment to the said employees.

(4) The fund known as the Port Elizabeth Building Industry Holiday Fund (hereinafter referred to as the "Fund"), which shall be administered by the Council, is hereby continued.

(5) The amounts deducted in respect of Holiday Fund allowance as prescribed in subclause (3bis) and the amounts in respect of special savings referred to in subclause (10) shall be paid to the Secretary of the Council who shall pay such amounts into the Fund in terms of clause 41 (1).

(6) (a) For each amount paid to the Secretary of the Council by an employer in terms of subclause (5) hereof, the Secretary of the Council shall issue a stamp to such an employer.

(b) Every employer shall, in respect of each amount paid to the Secretary of the Council in terms of subclause (5) hereof, issue on every pay-day to each of the classes of his employees concerned, stamps referred to in subclause (6) (a) hereof and each stamp shall be legibly cancelled by placing the employer's name as well as the employee's name and pay-day date thereon and such employee shall be bound by the provisions of this Agreement to accept such stamp.

	Per uur
	c
(i) Algemene werknemers	6
(ii) Halfgeskoolde werknemers	6½
(iii) Drywers van meganiese voertuie met 'n loonvrag van—	
tot en met 2 722 kg	6½
meer as 2 722 kg, maar hoogstens 4 536 kg	7½
meer as 4 536 kg	8
(iv) Ambagsmanne, voormanne en algemene voormanne	18
(v) Ambagsmansassistenten	9
(vi) Leerlinge—	
vir die eerste jaar diens	9
vir die tweede jaar diens	10
vir die derde jaar diens	10½
(vii) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	6

(b) aan vakleerlinge, minderjariges, vroulike ongeskoolde skoonmakers, kwekelinge en wagte in sy diens ten opsigte van die voorgeskrewe jaarlikse verloftydperk 'n bedrag betaal wat gelyk is aan die besoldiging wat sodanige werknemers sou ontvang het as hulle gedurende sodanige verloftydperk gewerk het: Met dien verstande dat, ingeval 'n vakleerling, minderjarige, vroulike ongeskoolde skoonmaker, kwekeling of wag se dienskontrak beëindig word voor die laaste betaaldag onmiddellik voor die aanvang van die vakansie tydperk, die werkgever aan sodanige vakleerling, minderjarige, vroulike ongeskoolde skoonmaker, kwekeling of wag minstens een vyfde van die weekloon moet betaal vir elke voltooide maand diens by hom gedurende die jaar wat sodanige vakansie voorafgaan;

(c) aan elke ambagsman, voorman en algemene voorman as bonus en benewens die Vakansiefondstoelae in paragraaf (a) voorgeskryf, 10c per uur betaal vir die gewone werkure wat elke sodanige werknemer in sy diens gewerk het.

(3bis) 'n Werkgever moet op elke betaaldag ondergenoemde bedrae aftrek van die besoldiging verskuldig aan dié werknemers van hom vir wie 'n Vakansiefondstoelae in subklousule (3) voorgeskryf word:

	Waarde van seël per week
	R
(i) Algemene werknemers	2,40
(ii) Halfgeskoolde werknemers	2,60
(iii) Drywers van meganiese voertuie met 'n loonvrag van—	
tot en met 2 722 kg	2,60
meer as 2 722 kg maar hoogstens 4 536 kg	3,00
meer as 4 536 kg	3,20
(iv) Ambagsmanne, voormanne en algemene voormanne	12,80
(v) Ambagsmansassistenten	5,20
(vi) Leerlinge—	
vir die eerste jaar diens	3,60
vir die tweede jaar diens	4,00
vir die derde jaar diens	4,20
(vii) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	2,40

(3ter) In die geval van ambagsmanne, voormanne, algemene voormanne en ambagsmansassistenten moet die bedrae in subklousule (3bis) vermeld, 'n spaarbydrae van 4c per uur insluit wat deur die betrokke werknemers betaal moet word ten opsigte van die gewone werkure wat hulle gewerk het. Sodanige bydrae moet aangewend word om die vakansiebesoldiging van genoemde werknemers te verhoog.

(4) Die fonds wat bekend staan as die Vakansiefonds vir die Bounywerheid van Port Elizabeth (hierna die "Fonds" genoem), welke Fonds deur die Raad geadministreer moet word, word hierby voortgesit.

(5) Die bedrae wat vir Vakansiefondstoelae afgetrek word soos in subklousule (3bis) voorgeskryf en die spesiale spaarbedrae in subklousule (10) vermeld, moet aan die Sekretaris van die Raad betaal word, wat sodanige bedrae ooreenkomstig klousule 41 (1) in die Fonds moet stort.

(6) (a) Vir elke bedrag wat 'n werkgever aan die Sekretaris van die Raad ingevolge subklousule (5) hiervan betaal, moet die Sekretaris van die Raad 'n seël aan sodanige werkgever uitreik.

(b) Elke werkgever moet, ten opsigte van elke bedrag wat ingevolge subklousule (5) hiervan aan die Sekretaris van die Raad betaal word, op elke betaaldag aan elk van sy werknemers van die betrokke klasse, seëls uitreik soos in subklousule (6) (a) hiervan vermeld, en elke seël moet op leesbare wyse gekanselleer word deur die werkgever se naam sowel as die werknemer se naam en die betaaldatum daarop te skryf, en sodanige werknemer is verplig om ingevolge hierdie Ooreenkomst sodanige seël te aanvaar.

(c) Every employer shall, at all times, maintain an adequate supply of the stamps referred to in subclause (6) (a) hereof which shall be obtained from the Secretary of the Council: Provided that an employer shall immediately after the last day in October each year, or on expiration of this Agreement, return any unused stamps to the Secretary of the Council who shall refund the value of any unused stamps to the employer concerned. Stamps obtained by an employer during any particular year shall not be issued to an employee after 31 October of that year, and for the purposes of this clause "year" shall mean from 1 November to 31 October each year.

(d) An employer who fails or omits to purchase and issue the stamps prescribed in terms of the provisions of this clause on the due date shall pay interest at the rate of 10 per cent on the value of such stamps from the date on which they should have been purchased to the date on which they were actually purchased.

(e) Stamps issued in accordance with the provisions of this Agreement are not transferable and any employer and/or employee who assigns, transfers, cedes, pledges, hypothecates, borrows and/or lends any stamps shall forthwith cease to be entitled to any value attached to such stamps. Stamps shall not be issued by an employer to an employee otherwise than in accordance with the provisions of this Agreement and the value of stamps obtained by either the employer or employee in any manner other than that prescribed in this Agreement shall be forfeited to the general funds of the Council.

(f) No employer shall issue more than 49 stamps to an employee in respect of any year referred to in subclause (6) (c) hereof.

(g) No employee shall be entitled to payment from the Council of any amount in excess of 49 stamps in respect of any year referred to in subclause (6) (c) hereof.

(7) (a) The provisions of subclause (3bis) shall not apply in the case of employees who work for an employer for less than 16 hours in any one week.

(b) In the case of employees referred to in paragraph (a), the amounts prescribed as Holiday Fund allowance must be paid in cash in the same manner and at the same time as such other remuneration is paid: Provided that the amount so paid is stated to be "Holiday Fund Allowance", and shall be deemed to include payment in respect of Day of the Covenant, Christmas Day and New Year's Day.

(8) *Contribution cards.*—(a) An application for a contribution card shall be made by every employee upon whom the provisions of this Agreement are binding, within 21 days of accepting employment in the Industry, and every employer upon whom the provisions of this Agreement are binding shall ensure that such employee is in possession of a contribution card within 21 days of the date of commencement of his employment.

(b) Application forms in respect of contribution cards shall be obtainable from the Secretary of the Council and be in such form as may be determined by the Council from time to time.

(c) The Secretary of the Council shall maintain a numerical register of all applications for contribution cards and allocate a specific number in respect of each applicant, which shall be recorded on the contribution card.

(d) Every employee, upon being issued by his employer with a stamp in terms of subclause (6) (b), shall immediately affix such stamp in his contribution card. Such card shall be retained by the employee to whom it has been issued by the Council.

(e) The Council shall recognise only contribution cards issued by it and all such cards shall remain the property of the Council.

(f) The last stamp to be affixed in the contribution card shall be the stamp issued in respect of the last Friday in October.

(g) Every employer upon whom the provisions of this Agreement are binding shall be required to note in his records the specific number of the contribution card allocated by the Council to every employee upon whom the provisions of this Agreement are binding.

(h) Every employee upon whom this Agreement is binding shall, within seven days, produce his contribution card upon being so requested by the Secretary of the Council, any official of the Council, or his employer.

(i) Contribution cards issued in accordance with the provisions of this Agreement are not transferable and any employee who assigns, transfers, cedes, pledges, hypothecates, borrows and/or lends a contribution card shall forthwith cease to be entitled to any value attached to any stamps affixed therein which shall be forfeited to the general funds of the Council.

(9) *Payment from the Fund to specified employees in respect of annual leave and specified public holidays.*—(a) The Council shall not be liable for payment of stamps not affixed in the contribution card and not handed in to the Secretary of the Council in the manner prescribed in this clause.

(b) No payment shall be made from the Fund in respect of stamps which have been erased or have been destroyed, lost or mutilated: Provided that the Council shall have the right to authorise payment in its discretion.

(c) No payment shall be made from the Fund in respect of stamps before the annual holiday period: Provided that the Council may authorise the Secretary of the Council to make payment to any employee for any good reason.

(d) No payment shall be made from the Fund in respect of stamps issued in terms of subclause (6) (b) and lodged with the Council to any person other than the employee whose name has been inserted by the Council on the contribution card in which such stamps are contained.

(c) Elke werkgewer moet te alle tye genoeg seëls soos in subklousule (6) (a) hiervan vermeld in voorraad hou, en sodanige seëls moet van die Sekretaris van die Raad verkry word: Met dien verstande dat 'n werkgewer onmiddellik na die laaste dag in Oktober elke jaar, of by verstryking van hierdie Ooreenkoms, alle ongebruikte seëls aan die Sekretaris van die Raad moet terugbesorg, wat dan die waarde van alle ongebruikte seëls aan die betrokke werkgewer moet terugbetaal. Seëls wat gedurende 'n bepaalde jaar deur 'n werkgewer verkry is, mag nie na 31 Oktober van daardie jaar aan 'n werknemer uitgereik word nie, en vir die toepassing van hierdie klousule beteken "jaar" 1 November tot 31 Oktober elke jaar.

(d) 'n Werkgewer wat versuim of nalaat om die seëls in hierdie klousule voorgeskryf, te koop en uit te reik op die datum wat dit verskuldig is, moet rente teen 10 persent van die waarde van sodanige seëls betaal vanaf die datum waarop hulle moes gekoop gewees het tot die datum waarop hulle werklik gekoop is.

(e) Seëls wat ooreenkomstig hierdie Ooreenkoms uitgereik is, is nie oordraagbaar nie en enige werkgewer en/of werknemer wat enige seëls afstaan, oordra, sedeer, verpand, verhipotekeer, leen en/of uitleen, is onmiddellik nie meer geregtig op die waarde van sodanige seëls nie. 'n Werkgewer mag nie seëls aan 'n werknemer uitreik nie, uitgesonderd in ooreenstemming met hierdie Ooreenkoms, en die waarde van die seëls wat deur of die werkgewer of die werknemer verkry word op enige wyse, uitgesonderd dié in hierdie Ooreenkoms voorgeskryf, word aan die algemene fondse van die Raad verbeur.

(f) Geen werkgewer mag meer as 49 seëls aan 'n werknemer uitreik vir enige jaar in subklousule (6) (c) hiervan vermeld nie.

(g) Geen werknemer is geregtig op betaling deur die Raad vir meer as 49 seëls vir 'n jaar in subklousule (6) (c) hiervan vermeld nie.

(7) (a) Subklousule (3bis) is nie van toepassing op werknemers wat minder as 16 uur in 'n bepaalde week vir 'n werkgewer werk nie.

(b) In die geval van werknemers in paragraaf (a) vermeld, moet die bedrae wat as Vakansiefondstoelae voorgeskryf is, op dieselfde wyse en op dieselfde tyd as sodanige ander besoldiging, in kontant betaal word: Met dien verstande dat daar gemeld word dat die bedrag aldus betaal "Vakansiefondstoelae" is, en dat dit geag word betaling in te sluit vir Gelofedag, Kersdag en Nuwejaarsdag.

(8) *Bydraekaarte.*—(a) Elke werknemer vir wie hierdie Ooreenkoms bindend is, moet binne 21 dae nadat hy diens in die Nywerheid aanvaar om 'n bydraekaart aansoek doen, en elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet verseker dat sodanige werknemer binne 21 dae vanaf die datum waarop sy diens begin, in besit is van 'n bydraekaart.

(b) Aansoekvorms vir bydraekaarte is verkrygbaar by die Sekretaris van die Raad in die vorm wat die Raad van tyd tot tyd bepaal.

(c) Die Sekretaris van die Raad moet 'n numerieke register byhou van alle aansoeke om bydraekaarte en spesifieke nommers vir elke aansoeker toewys en die nommer op die bydraekaart aanteken.

(d) Elke werknemer moet, wanneer sy werkgewer 'n seël ingevolge subklousule (6) (b) aan hom uitreik, onmiddellik sodanige seël op sy bydraekaart plak. Sodanige kaart moet behou word deur die werknemer aan wie die Raad dit uitgereik het.

(e) Die Raad erken slegs bydraekaarte wat deur homself uitgereik is en alle sodanige kaarte bly die eiendom van die Raad.

(f) Die laaste seël wat op die bydraekaart geplak moet word, is die seël wat uitgereik word ten opsigte van die laaste Vrydag in Oktober.

(g) Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet in sy registers die spesifieke nommer van die bydraekaart aanteken wat die Raad toewys aan elke werknemer vir wie hierdie Ooreenkoms bindend is.

(h) Elke werknemer vir wie hierdie Ooreenkoms bindend is, moet binne sewe dae sy bydraekaart toon wanneer die Sekretaris van die Raad, enige beampste van die Raad of sy werkgewer daarom vra.

(i) Bydraekaarte wat in ooreenstemming met hierdie Ooreenkoms uitgereik is, is nie oordraagbaar nie, en 'n werknemer wat 'n bydraekaart afstaan, oordra, sedeer, verpand, verhipotekeer, leen en/of uitleen, is onmiddellik nie meer geregtig op die waarde van enige seëls wat daarop geplak is nie, en sodanige seëls moet aan die algemene fondse van die Raad verbeur word.

(9) *Betalings uit die Fonds aan bepaalde werknemers vir jaarlikse verlof en sekere openbare vakansiedae.*—(a) Die Raad is nie aanspreeklik vir die betaling van seëls wat nie op die bydraekaart geplak is nie en op die wyse in hierdie klousule voorgeskryf aan die Sekretaris van die Raad oorhandig is nie.

(b) Die Fonds doen geen betaling vir seëls waarop uitgegee, of wat vernietig, verloof of beskadig is nie: Met dien verstande dat die Raad die reg het om na goedgekeurde magtiging vir betaling te verleen.

(c) Die Fonds doen geen betaling vir seëls voor die jaarlikse verloftydperk nie: Met dien verstande dat die Raad die Sekretaris van die Raad kan magtig om betaling aan 'n werknemer te doen om 'n afdoende rede.

(d) Die Fonds doen geen betaling vir seëls uitgereik ooreenkomstig subklousule (6) (b) wat by die Raad ingedien word aan enige persoon nie, behalwe aan die werknemer wie se naam deur die Raad ingevul is op die bydraekaart wat sodanige seëls bevat.

(e) In the event of the death of an employee, the amount due from the Fund shall be paid to his estate by a cheque drawn in favour of such estate upon a certified copy of the death certificate and provided all stamps issued in terms of subclause (6) (b) to the deceased being lodged with the Secretary of the Council.

(f) As early as possible after the last Friday in October, and not later than the first Saturday in November, each employee shall deposit his contribution card with the Secretary of the Council in exchange for a receipt and new contribution card. The Secretary shall calculate the amount of the stamps affixed in his contribution card and pay to the employee the total Holiday Fund value of all such stamps on a date not later than the day prior to the commencement of the annual leave period.

(g) Contribution cards handed in after the first Saturday in November shall be retained by the Secretary until after the annual leave period for payment. Provided that the Council shall have the right to authorise payment, in its discretion, and upon such terms and conditions as it may deem necessary.

(h) If an employee should fail or omit to claim the value of stamps issued to him in terms of subclause (6) (b) within a period of six months from the date on which the annual leave period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council, however, shall consider all claims for payment lodged after six months upon production of such stamps.

(10) *Special Savings*.—Provision is hereby made for the issue of special savings stamps to the value of R1. These stamps may be purchased from the Secretary of 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.

(11) The expenses arising from the administration of the Fund shall be paid from the General funds of the Council.

(12) The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

38. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the Training Fund, hereby authorises for the purpose of implementing the objects set forth in the constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the Training Fund an amount of 50c per week in respect of each of his employees for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi) and (xi) of Part I and in clause 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (xiii) of Part II of this Agreement.

(3) No payment shall be made by an employer in respect of an employee who works less than 16 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 16 hours.

(5) The procedure prescribed in clause 23 of Part I shall *mutatis mutandis* apply to the payment of contributions in terms of this clause.

(6) The amount referred to in subclause (2) hereof shall form part of the consolidated stamp in terms of clause 32 of Part I but shall not apply in the case of employers engaged under Part II who shall pay the amounts referred to in subclause (2) hereof in accordance with the procedure laid down in subclauses (2), (3) (4) and (5) hereof in cash to the Secretary of the Council each week.

(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.

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

39. PENSION FUND

(1) Every employer shall in respect of every employee for whom wages are prescribed in clause 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi) and (xi) of Part I and clause 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (ix) and (xiii) of Part II of this Agreement and who has worked for 16 hours or more during a week (excluding overtime) pay to the Council in accordance with the procedure prescribed in subclause (5) of this clause, the amount of R1,40.

(e) As 'n lid te sterwe kom, moet die bedrag wat deur die Fonds verskuldig is, per tjek, getrek ten gunste van sodanige boedel, in sy boedel inbetaal word na voorlegging van 'n gesertifiseerde afskrif van die doodsertifikaat, mits alle seëls ingevolge subklousule (6) (b) aan die afgestorwene uitgereik, by die Sekretaris van die Raad ingedien word.

(f) Elke werknemer moet so vroeg moontlik na die laaste Vrydag in Oktober en voor of op die eerste Saterdag in November sy bydraekaart by die Sekretaris van die Raad ingee in ruil vir 'n kwitansie en nuwe bydraekaart. Die Sekretaris moet die waarde van die seëls in sy bydraekaart bereken en die totale Vakansiefondswaarde van alle sodanige seëls aan die werknemer betaal voor of op die dag voor die begin van die jaarlikse verloftydperk.

(g) Bydraekaarte wat na die eerste Saterdag in November ingedien word, moet deur die Sekretaris vir betaling behou word tot na die jaarlikse vakansietydperk. Met dien verstande dat die Raad die reg het om na goeie magtiging vir betaling te verleen op die voorwaardes wat hy nodig ag.

(h) As 'n werknemer versuim of nalaat om die waarde van seëls wat ingevolge subklousule (6) (b) aan hom uitgereik is, te eis binne ses maande vanaf die datum waarop die jaarlikse verloftydperk eindig, word die waarde daarvan verbeurd verklaar en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter by voorlegging van sodanige seëls ooringewig skenk aan alle eise om betaling wat in ses maande ingedien word.

(10) *Spesiale besparings*.—Hierby word daar voorsiening gemaak vir die uitreiking van spesiale spaarseëls ter waarde van R1. Hierdie seëls kan by die Sekretaris van die Raad gekoop word deur werkgewers namens werknemers of deur werknemers self. Die aankoop en aflissing van sodanige seëls is *mutatis mutandis* aan die voorafgaande bepalings van hierdie klousule onderworpe.

(11) Die uitgawes wat spruit uit die administrasie van die Fonds moet uit die algemene fondse van die Raad betaal word.

(12) Die lede van die Raad en sy werknemers is nie aanspreeklik vir enige skulde en laste van die Fonds nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die *bona fide*-uitvoering van hul pligte aangaan.

38. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWER-HEID

(1) Aangesien die Raad verwittig is van die instelling van die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (S.A.)], hierna die Opleidingsfonds genoem, verleen hy hierby magtiging om bydraes in te vorder in ooreenstemming met die prosedure hieronder uiteengesit, ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Opleidingsfonds uiteengesit is.

(2) Behoudens subklousules (3) en (4) hiervan, moet elke werkgewer aan die Opleidingsfonds 'n bedrag van 50c per week bydra vir elk van sy werknemers vir wie lone in klousule 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi) en (xi) van Deel I en in klousule 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) en (xiii) van Deel II van hierdie Ooreenkoms voorgeskryf word.

(3) 'n Werkgewer moet geen bedrag betaal ten opsigte van 'n werknemer wat minder as 16 uur in 'n bepaalde week vir hom werk nie.

(4) Waar 'n werknemer gedurende dieselfde week by twee of meer werknemers in diens was, moet die werkgewer by wie hy die eerste gedurende daardie week minstens 16 uur in diens was, die bedrag vir daardie week betaal.

(5) Die prosedure in klousule 23 van Deel I voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die bedrag in subklousule (2) hiervan bedoel, maak deel uit van die gekonsolideerde seël ingevolge klousule 32 van Deel I, maar dit is nie van toepassing in die geval van werkgewers wat ingevolge Deel II van hierdie Ooreenkoms aan die Raad in ooreenstemming met die prosedure voorgeskryf in subklousules (2), (3), (4) en (5) hiervan moet betaal nie.

(7) Eksemplare van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en die Direkteur-generaal van Mannekragebenutting ingedien word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "konstitusie" alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

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

39. PENSIOENFONDS

(1) Elke werkgewer moet ten opsigte van elke werknemer vir wie lone in klousule 8 (1) (a) (i), (ii), (iii), (iv), (v), (vi) en (xi) van Deel I en klousule 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (ix) en (xiii) van Deel II van hierdie Ooreenkoms voorgeskryf word en wat gedurende 'n week 16 uur of meer (uitgesonderd oortydwerk) gewerk het, in ooreenstemming met die prosedure in subklousule (5) van hierdie klousule voorgeskryf, die bedrag van R1,40 aan die Raad betaal.

(2) In addition to any other remuneration payable in terms of this Agreement, an employer shall pay to every employee referred to in subclause (1) who has worked for him an allowance of 2c in respect of every hour worked (excluding overtime) weekly; Provided that the said allowance shall be paid for not more than 40 hours in any one week.

(3) An employer shall be entitled in respect of the contributions made by him in terms of subclause (1), to deduct from the remuneration of an employee the amount of R1,40 per week: Provided that where an employee is employed by two or more employers during the same week the deduction shall only be made by the employer by whom he was first employed for not less than 16 hours during the week.

(4) (a) The amounts paid by employers in terms of subclause (1) shall be applied for a pension fund and life assurance scheme (hereinafter referred to as "the Fund") for employees for whom contributions are made.

(b) For the purpose of implementing the objects of paragraph (a), the Council shall be entitled to enter into an agreement or agreements with an insurance company.

Copies of all rules relating to such Fund shall be lodged with the Director-General of Manpower Utilisation with whom copies of all alterations or amendments thereto shall also from time to time be lodged.

(5) (a) For each amount paid to the Council in terms of subclause (1), the Secretary shall issue a stamp to such employer.

(b) Every employer shall on every pay-day referred to in clause 9 (1) of Part I and clause 5 (1) of Part II of this Agreement, issue such stamp to each of his employees in respect of whom payment has been made in terms of subclause (1).

(6) Every employee shall immediately affix such stamp issued to him by his employer in his contribution card, which shall be retained by him.

(7) Every employer shall, at all times, maintain an adequate supply of the stamps referred to in subclause (5) (a) hereof which shall be obtained from the Secretary of the Council: Provided that an employer shall immediately after the last day in October each year, or on the expiration of this Agreement, return any unused stamps to the Secretary of the Council who shall refund the value of any unused stamps to the employer concerned. Stamps obtained by an employer during any particular year shall not be issued to an employee after 31 October of that year, and for the purposes of this clause "year" shall mean from 1 November to 31 October each year.

(8) An application for a contribution card shall be made by every employee upon whom the provisions of this Agreement are binding, within 21 days of accepting employment in the Industry, and every employer upon whom the provisions of this Agreement are binding shall ensure that such employee is in possession of a contribution card within 21 days of the date of commencement of his employment.

(9) The contribution card and stamps referred to in this clause shall be in such form as may be determined by the Council from time to time.

(10) (a) Stamps issued in terms of this clause shall not be transferable and no employer shall issue stamps obtained in any manner otherwise than in accordance with the provisions of this clause to his employees.

(b) Any employer and/or employee who assigns, transfers, cedes, pledges, hypothecates, borrows, lends, and/or in any manner otherwise than in accordance with the procedure laid down in this Agreement, acquired and/or alienates a stamp(s), shall forfeit such stamp(s) and any value or benefit attached thereto shall forthwith be forfeited to the Council. The value of stamps so seized by the Council shall accrue to the general funds of the Council.

(11) The Council may, at its discretion, combine the stamp referred to in this clause, with any other stamps issued by the Council in respect of any other funds administered by it.

(12) An employer who fails or omits to purchase and issue the stamps prescribed in terms of the provisions of this clause on the due date shall pay interest at the rate of 10 per cent on the value of such stamps from the date on which they should have been purchased to the date on which they were actually purchased.

(13) The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

(14) Persons other than those referred to in subclause (1) 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 that such persons shall be required to contribute not less than the amount prescribed in subclause (1): Provided further that such contributions shall be made to the Council and shall be paid over to the insurance company with whom the Council have entered into an agreement or agreements.

(15) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council in respect of this clause, and the trustee(s) so appointed shall have all the powers vested in the Council for the purposes of this clause.

(2) Benewens ander besoldiging betaalbaar ingevolge hierdie Ooreenkoms, moet 'n werkgewer aan elke werknemer in subklousule (1) bedoel wat vir hom gewerk het, 'n toelae van 2c betaal ten opsigte van elke uur in 'n week gewerk (uitgesonderd oortydwerk): Met dien verstande dat genoemde toelae vir hoogstens 40 uur in 'n bepaalde week betaal word.

(3) 'n Werkgewer is daarop geregtig om ten opsigte van die bydraes ingevolge subklousule (1) deur hom betaal, die bedrag van R1,40 per week van die besoldiging van 'n werknemer af te trek: Met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, die bedrag afgetrek mag word slegs deur die werkgewer by wie hy die eerste gedurende die week minstens 16 uur lank in diens was.

(4) (a) Die bedrae ingevolge subklousule (1) deur werkgevers betaal, moet aangewend word vir 'n pensioenfonds en lewensversekeringskema (hierna die "Fonds" genoem) vir werknemers vir wie bydraes gemaak word.

(b) Ten einde die oogmerke van paragraaf (a) te implementeer, is die Raad daarop geregtig om 'n ooreenkoms of ooreenkomste met 'n versekeringsmaatskappy aan te gaan.

Eksemplare van alle reëls betreffende sodanige Fonds moet voorgelê word aan die Direkteur-generaal van Mannekragbenutting by wie eksemplare van alle veranderings daaraan of wysigings daarvan ook van tyd tot tyd ingedien moet word.

(5) (a) Vir elke bedrag wat ingevolge subklousule (1) aan die Raad betaal word, moet die Sekretaris 'n seël aan sodanige werkgewer uitreik.

(b) Elke werkgewer moet op elke betaaldag in klousule 9 (1) van Deel I en klousule 5 (1) van Deel II van hierdie Ooreenkoms bedoel, sodanige seël uitreik aan elkeen van sy werknemers ten opsigte van wie betaling ingevolge subklousule (1) gedoen is.

(6) Elke werknemer moet sodanige seël wat deur sy werkgewer aan hom uitgereik is, onmiddellik in sy bydraekaart plak, wat deur hom gehou moet word.

(7) Elke werkgewer moet te alle tye 'n voldoende voorraad van die seëls in subklousule (5) (a) hiervan bedoel, aanhou en sodanige seëls moet van die Sekretaris van die Raad verkry word: Met dien verstande dat 'n werkgewer enige ongebruikte seëls onmiddellik na die laaste dag van Oktober elke jaar of by verstryking van hierdie Ooreenkoms moet terugbesorg aan die Sekretaris van die Raad wat die waarde van enige ongebruikte seëls aan die betrokke werkgewer moet terugbetaal. Seëls wat gedurende enige besondere jaar deur 'n werkgewer verkry is, mag nie na 31 Oktober van daardie jaar aan 'n werknemer uitgereik word nie, en vir die toepassing van hierdie klousule beteken "jaar" van 1 November tot 31 Oktober elke jaar.

(8) Elke werknemer vir wie hierdie Ooreenkoms bindend is, moet binne 21 dae nadat hy diens in die Nywerheid aanvaar het, aansoek om 'n bydraekaart doen, en elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet seker maak dat sodanige werknemer in besit is van 'n bydraekaart binne 21 dae vanaf die aanvang van sy diens.

(9) Die bydraekaart en seëls in hierdie klousule bedoel, moet in sodanige vorm wees as wat die Raad van tyd tot tyd bepaal.

(10) (a) Seëls uitgereik ooreenkomstig hierdie klousule is nie oordraagbaar nie en geen werkgewer mag seëls wat op enige ander wyse verkry is as dié ooreenkomstig hierdie klousule aan sy werknemers uitreik nie.

(b) Enige werkgewer en/of werknemer wat seëls afstaan, oordra, seëls verpand, verhuur, verhuur, leen, uitleen en/of verkry en/of vervreem op enige ander wyse as dié ooreenkomstig die prosedure in hierdie Ooreenkoms uiteengesit, verbeur sodanige seël(s), en enige waarde of voordeel daaraan verbonde word onmiddellik aan die Raad verbeur. Die waarde van seëls waarop aldus deur die Raad beslag gelê word, val aan die algemene fondse van die Raad toe.

(11) Die Raad kan na goedgevindes die seël in hierdie klousule bedoel, kombineer met enige ander seëls wat reeds deur die Raad uitgereik is ten opsigte van enige ander fondse wat deur hom geadministreer word.

(12) 'n Werkgewer wat versuim of nalaat om die seëls wat ingevolge hierdie klousule voorgeskryf is, op die bepaalde datum te koop en uit te reik, moet rente teen 10 persent op die waarde van sodanige seëls betaal vanaf die datum waarop hulle gekoop moes gewees het tot op die datum waarop hulle werklik gekoop is.

(13) Die lede van die raad en sy werknemers is nie aanspreeklik vir enige skulde en 'laste van die Fonds nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of met betrekking tot die *bona fide*-uitvoering van hul pligte.

(14) Persone, uitgesonderd dié in subklousule (1) bedoel, wat daadwerklik betrokke is by of in diens is in die Nywerheid, kan na goedgevindes van die Raad tot lidmaatskap van die Fonds toegelaat word, en hierdie klousule is *mutatis mutandis* van toepassing op enigiemand wat aldus toegelaat word: Met dien verstande dat van sodanige persone vereis word om minstens die bedrag in subklousule (1) voorgeskryf, tot die Fonds by te dra: Voorts met dien verstande dat sodanige bydraes betaal moet word aan die Raad wat dit moet uitbetaal aan die versekeringsmaatskappy met wie die Raad 'n ooreenkoms of ooreenkomste aangegaan het.

(15) Indien die Raad ontbind word of indien dit ophou om te funksioneer tydens die geldigheidsduur van hierdie Ooreenkoms, kan die Registrateur 'n trustee of trustees aanstel om die werksaamhede van die Raad te verrig ten opsigte van hierdie klousule, en die trustee(s) aldus aangestel besit al die bevoegdhede van die Raad vir die toepassing van hierdie klousule.

40. BUILDING INDUSTRY MILITARY SERVICE FUND

(1) *Establishment.*—The Building Industry Military Service Fund (hereinafter referred to as the "Fund") for the purpose of providing benefits specified in this clause established in terms of the Agreement published under Government Notice R. 1907 of 22 October 1976, is hereby continued.

(2) *Objects.*—The objects of the Fund shall be—

(a) to recompense members for any loss and/or part of loss of earnings arising out of military service; and

(b) to do all such things as are necessary, incidental or conducive to the welfare of members and to the attainment of the aforesaid objects.

(3) *Membership:* (a) *Compulsory members.*—Membership of the Fund shall be compulsory for employees for whom wages are prescribed in clause 8 (1) (a) (v) of Part I and clause 4 (1) (a) (vii) and (viii) of Part II.

(b) *Learner members.*—A person who is employed in the Industry under a written contract of service duly approved and registered by the Council in terms of clause 25 of Part I of this Agreement may, at the discretion of the Management Committee be admitted to membership with effect from the date on which the contract was signed, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* applied to such persons.

(c) *Apprentice members.*—A person who is employed in the Industry under a contract of apprenticeship registered in terms of the Apprenticeship Act, 1944 (Act 37 of 1944), may, at the discretion of the Management Committee, be admitted to membership with effect from the date on which the contract of apprenticeship was signed, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(d) *Voluntary members.*—A person other than a person referred to in paragraph (a) who is directly engaged or employed in a clerical capacity or in administrative duties in the Industry, may, at the discretion of the Management Committee, be admitted to membership of the Fund, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(4) *Payment of benefits.*—Payments of benefits shall be made in respect of members in accordance with the rules of the Fund.

(5) *Administration of the Fund.*—(a) The Fund shall be administered by a management committee appointed by the Council which shall consist of a chairman and two representatives of the employers and two representatives of the employees, who are parties to this Agreement. In the case of one representative being absent, the Fund shall be administered by a chairman and one representative of the employers and one representative of the employees who are parties to this Agreement.

(b) (i) The Fund shall be administered in accordance with the rules prescribed for the purpose by the Council.

(ii) The Council may at any time make new rules, and alter or repeal any existing rules. Copies of the rules in force and particulars of all amendments thereto shall be lodged with the Director-General Manpower Utilisation.

(c) The Management Committee may refuse and/or withhold any or all benefits from any member who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund and its members.

Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Management Committee to the Council, whose decision shall be final.

(d) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Fund, which the Management Committee is unable to settle, shall be referred to the Council for its decision.

(e) The members of the Management Committee, the secretary, officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

41. ADMINISTRATION AND CONTROL OF FUNDS

In respect of the financial control and/or dissolution or winding up of the Funds referred to in clauses 15, 37 and 40, the following conditions shall *mutatis mutandis* apply in respect of each Fund:

(1) All moneys accruing to such Funds shall be deposited in a banking account opened in the name of the relevant Fund and all moneys received shall be deposited therein within three days of the date of receipt.

(2) (a) Any amounts held by the Council to the credit of a Fund may be invested from time to time in—

(i) Stock of the Government of the Republic of South Africa or Local Government Stock;

(ii) National Savings Certificates;

(iii) Post Office Savings Accounts or Certificates;

40. MILITÊREDIENSFONDS VAN DIE BOUNYWERHEID

(1) *Instelling.*—Die Militêrediensfonds van die Bounywerheid (hierna die "Fonds" genoem), met die doel om bystand te verkaf wat in hierdie klousule uiteengesit word, ingestel kragtens die Ooreenkoms gepubliseer by Goewernementskennisgewing R. 107 van 22 Oktober 1976, word hierby voortgesit.

(2) *Doelstellings.*—Die doelstellings van die Fonds is—

(a) om lede te vergoed vir die verlies en/of gedeeltelike verlies aan verdienste wat ontstaan as gevolg van militêre diens; en

(b) om alles te doen wat nodig is vir, gepaard gaan met of bevordelik is vir die welsyn van lede, en vir die bereiking van genoemde doelstellings.

(3) *Lidmaatskap:* (a) *Verpligte lede.*—Lidmaatskap van die Fonds is verpligtend vir werknemers vir wie lone voorgeskryf word in klousule 8 (1) (a) (v) van Deel I en klousule 4 (1) (a) (vii) en (viii) van Deel II.

(b) *Leerlinge lede.*—'n Persoon wat in die Nywerheid in diens is kragtens 'n skriftelike dienskontrak wat behoorlik deur die Raad goedgekeur en geregistreer is ingevolge klousule 25 van Deel I van hierdie Ooreenkoms kan na goedgeeinde van die Bestuurskomitee as lid toegelaat word met ingang van die datum waarop die kontrak onderteken is, en bepalinge van hierdie klousule, en van die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(c) *Vakleerlinge lede.*—'n Persoon wat in die Nywerheid in diens is kragtens 'n leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944 (Wet 37 van 1944) geregistreer is, kan na goedgeeinde van die Bestuurskomitee as lid toegelaat word met ingang van die datum waarop die leerlingskontrak onderteken is, en die bepalinge van hierdie klousule, en van die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(d) *Vrywillige lede.*—'n Persoon, uitgesonderd 'n persoon bedoel in paragraaf (a), wat regstreeks betrokke is by of in diens is in 'n klerklike hoedanigheid of in administratiewe pligte in die Nywerheid, kan na goedgeeinde van die Bestuurskomitee as lid van die Fonds toegelaat word, en die bepalinge van hierdie klousule en van die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(4) *Uitbetaling van bystand.*—Uitbetalings van bystand ten opsigte van lede moet geskied ooreenkomstig die reëls van die Fonds.

(5) *Administrasie van die Fonds.*—(a) Die Fonds moet geadminestreer word deur 'n bestuurskomitee deur die Raad aangestel wat bestaan uit 'n voorsitter en twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers wat partye by hierdie Ooreenkoms is. Ingeval een verteenwoordiger afwesig is, moet die Fonds geadminestreer word deur 'n voorsitter en een verteenwoordiger van die werkgewers en een verteenwoordiger van die werknemers wat partye by hierdie Ooreenkoms is.

(b) (i) Die Fonds moet geadminestreer word ooreenkomstig die reëls wat vir dié doel deur die Raad voorgeskryf word.

(ii) Die Raad kan te eniger tyd nuwe reëls maak of bestaande reëls wysig of herroep. Eksemplare van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Mannekragbenutting ingedien word.

(c) Die Bestuurskomitee kan 'n gedeelte van of al die bystand weier aan en/of agterhou van 'n lid wat na sy mening op so 'n wyse opgetree het dat dit daarop berêken was om die belange van die Fonds en sy lede te benadeel of dit heel moontlik kon doen.

Met dien verstande dat sodanige lid die geleentheid gegee moet word om by die Raad te appelleer teen die Bestuurskomitee se beslissing, en die Raad se beslissing is finaal.

(d) Enige geskil oor die uitleg, betekenis of bedoeling van hierdie klousule of oor die administrasie van die Fonds wat die Bestuurskomitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

(e) Die lede van die Bestuurskomitee, die sekretaris, die beamptes en die werknemers van die Fonds is nie aanspreeklik vir die skulde en laste van die Fonds nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in of met betrekking tot die *bona fide*-uitvoering van hul pligte.

41. ADMINISTRASIE VAN EN BEHEER OOR FONDSE

Wat die finansiële beheer oor en/of die ontbinding of likwidasië van die Fondse betref soos in klousules 15, 37 en 40 bedoel, is onderstaande voorwaardes *mutatis mutandis* op elke Fonds van toepassing:

(1) Alle geld wat aan sodanige Fondse toeval, moet gedeponeer word in 'n bankrekening wat op naam van die betrokke Fonds geopen is, en alle geld wat ontvang word, moet binne drie dae vanaf die datum van ontvangs daarin gedeponeer word.

(2) (a) Bedrae waarmee 'n Fonds gekrediteer is en wat in die besit van die Raad is, kan van tyd tot tyd belê word in—

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

(ii) Nasionale Spaarsertifikate;

(iii) Opspaarbankrekenings of -sertifikate;

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

(v) bills, bonds or securities issued or guaranteed by or deposits with any local authority in the Republic of South Africa authorised by law to levy rates upon immovable property;

(vi) deposits with, or debentures quoted on a stock exchange in the Republic of South Africa, issued by the Land and Agricultural Bank of South Africa;

(vii) South African Reserve Bank Stock; or

(viii) any other manner approved by the Registrar.

(b) If at any time the amounts to the credit of the Tool Fund for the Building Industry and the Building Industry Military Service Fund drop below R400 and R1 000, respectively, payment of claims and/or benefits shall cease and shall not be resumed until the amounts to the credit of the Funds, exceed R750 and R5 000 respectively. Upon payments being resumed, claims shall be met in the order in which they were received.

(3) Any interest accruing from investments made in respect of the Port Elizabeth Building Industry Holiday Fund shall accrue to the general funds of the Council and any interest accruing from investments of the Tool Fund for the Building Industry and the Building Industry Military Service Fund shall be the sole property of the relevant Fund, and no employer or employee shall have any claim in respect of such interest, nor shall they be responsible for any contribution towards the expenses of administering the Funds.

(4) The Council shall cause full and true accounts of each of the Funds to be kept and shall cause to be prepared an annual account for the period ending 28 February of each year of all revenue and expenditure of the Funds and a statement showing their assets and liabilities. Every such account and statement shall be certified by the auditors of the Council, who shall be public accountants, and shall be countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Industrial Registrar together with any report made thereon by the said auditors. A copy of the annual accounts and balance sheet shall be available for inspection by members of the Funds.

(5) (a) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Port Elizabeth Building Industry Holiday Fund and the Tool Fund for the Building Industry shall continue to be administered by the Council until they are either liquidated, in the manner set forth in subclause (7) (a), or transferred by the Council to any other funds constituted for the same purpose as that for which the original Funds were created.

(b) In the event of the expiration of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Building Industry Military Service Fund not being negotiated within a period of 12 months from the date of such expiration or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated, in the manner set forth in subclause (7) (b) of this clause, by the Management Committee in office at the time. The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above, be administered by the Management Committee in office at the time.

(6) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides to administer the Port Elizabeth Building Industry Holiday Fund and the Tool Fund for the Building Industry while the Building Industry Military Service Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on any committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representation on that committee. In the event of any such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence, the Funds shall be liquidated upon the expiration of this Agreement by the committee functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (7), and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(7) (a) Upon liquidation of the Port Elizabeth Building Industry Holiday Fund and the Tool Fund for the Building Industry in terms of subclauses (5) (a) and (6), the moneys remaining to the credit of the Funds after the payment of all claims against the Funds, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(b) Upon liquidation of the Building Industry Military Service Fund in terms of subclauses (5) (b) and (6), the provisions of clause 12 (a) and (b) of the Council's Constitution shall *mutatis mutandis* apply.

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

(v) wissels, obligasies of effekte uitgereik of gewaarborg deur of deposito's by enige plaaslike owerheid in die Republiek van Suid-Afrika wat die wettige bevoegdheid besit om belastinge op vaste eiendom te hef;

(vi) deposito's by of obligasies op 'n aandeelmark in die Republiek van Suid-Afrika genoteer, uitgereik deur die Land- en Landboubank van Suid-Afrika;

(vii) Suid-Afrikaanse Reserwebankaandele; of

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

(b) Indien die bedrae in die krediet van die Gereedskapfonds vir die Bounywerheid en die Militêre diensfonds van die Bounywerheid te eniger tyd laer as onderskeidelik R400 en R1 000 daal, moet die uitbetaling van eise en/of bystand gestaak word en moet die nie weer hervat word nie voordat die bedrae in die krediet van die Fondse meer is as onderskeidelik R750 en R5 000. By hervatting van uitbetalings moet die eise uitbetaal word in die volgorde waarin hulle ontvang is.

(3) Die rente op beleggings ten opsigte van die Vakansiefonds vir die Bounywerheid van Port Elizabeth moet aan die algemene fondse van die Raad toeval, en die rente op beleggings van die Gereedskapfonds vir die Bounywerheid en die Militêre diensfonds van die Bounywerheid is die uitsluitlike eiendom van die betrokke Fondse, en geen werkgewer of werknemer het aanspraak op dié rente nie en hulle is ook nie verantwoordelik vir bydraes tot die administrasiekoste van die Fondse nie.

(4) Die Raad moet volledige en juiste rekenings van elkeen van die Fondse laat hou en moet 'n jaarlikse rekening laat opstel van al die inkomste en uitgawes van die Fondse en 'n staat wat die bates en laste daarvan toon, vir die tydperk wat op 28 Februarie elke jaar eindig. Elke sodanige rekening moet gesertifiseer word deur die ouditeurs van die Raad, wat openbare rekenmeesters moet wees, moet deur die Voorsitter van die Raad mede-onderteken word en moet binne drie maande na verstryking van die tydperk waarop die betrekking het, saam met enige verslag wat genoemde ouditeurs daaroor gelewer het, aan die Nywerheidsregistrateur gestuur word. 'n Kopie van die jaarlikse rekenings en balansstaat moet beskikbaar wees vir insae deur die lede van die Fondse.

(5) (a) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, moet die Raad aanhou om die Vakansiefonds vir die Bounywerheid van Port Elizabeth en die Gereedskapfonds vir die Bounywerheid, Port Elizabeth, te administreer totdat hulle of gelikwider is soos in subklousule (7) (a) voorgeskryf of deur die Raad oorgedra word na ander fondse wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fondse gestig is.

(b) Ingeval hierdie Ooreenkoms of 'n verlenging daarvan verstryk en 'n daaropvolgende ooreenkoms vir die voortsetting van die Militêre diensfonds van die Bounywerheid nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie of die Fonds nie binne sodanige tydperk deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds gestig is nie, moet die Fonds deur die Bestuurskomitee wat dan bestaan, gelikwider word soos in subklousule (7) (b) van hierdie klousule voorgeskryf. Die Fonds moet gedurende genoemde tydperk van 12 maande of totdat dit oorgedra word na 'n ander fonds soos hierbo bedoel, geadminestreer word deur die Bestuurskomitee wat dan bestaan.

(6) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Nywerheidsregistrateur 'n komitee uit die gelede van die werkgewers en werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging van beide kante om die Vakansiefonds vir die Bounywerheid van Port Elizabeth en die Gereedskapfonds vir die Bounywerheid, Port Elizabeth te administreer, terwyl die Militêre diensfonds van die Bounywerheid nog geadminestreer moet word deur die Bestuurskomitee wat dan bestaan. 'n Vakature in 'n komitee kan uit die gelede van die werkgewers of die werknemers, na gelang van die geval, deur die Registrateur op so 'n manier gevul word dat gelyke verteenwoordiging van die werkgewers en die werknemers in daardie komitee verseker word. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die komitee. Indien daar geen Raad meer bestaan nie, moet die Fondse by die verstryking van hierdie Ooreenkoms deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwider word soos in subklousule (7) voorgeskryf, en as die sake van die Raad by die verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van die Fondse ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(7) (a) By die likwidasie van die Vakansiefonds vir die Bounywerheid van Port Elizabeth en die Gereedskapfonds vir die Bounywerheid, Port Elizabeth, ooreenkomstig subklousules (5) (a) en (6) moet die geld wat nog in die krediet van die Fondse staan, nadat alle eise teen die Fondse, met inbegrip van administrasie- en likwidasiekoste, betaal is, in die algemene fondse van die Raad gestort word.

(b) By die likwidasie van die Militêre diensfonds van die Bounywerheid ooreenkomstig subklousules (5) (b) en (6) is klousule 12 (a) en (b) van die konstitusie van die Raad *mutatis mutandis* van toepassing.

42. EXHIBITION OF AGREEMENT

An employer shall, in addition to the notices he is required to exhibit in terms of section 58 of the Act, cause a legible copy of this Agreement in both official languages to be available in his office, or yard where he carries on business, in a conspicuous position easily accessible to all his employees.

43. TRADE UNION ORGANISERS

(1) Organisers of the trade unions shall have the right to interview members of their respective unions on the jobs or in workshops during normal working hours: Provided that the employer is notified by the organiser of his intention to visit such job or workshop: Provided further that the organiser does not unduly retard the production or output of work of any member.

(2) Every employer shall grant to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with meetings of the Council.

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

PART II

SPECIAL PROVISIONS APPLICABLE TO THE TIMBER TRADE IN THE BUILDING INDUSTRY

1. SCOPE OF APPLICATION

(1) The terms of Part II of this Agreement shall be observed in the Timber Trade of the Building Industry—

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

(b) in the Magisterial Districts of Port Elizabeth and Uitenhage and in that portion of the Magisterial District of Hankey which, prior to 1 November 1963, fell within the Magisterial District of Port Elizabeth.

(2) Notwithstanding the provisions of subclause (1) (a), clause 17 shall not apply to employees for whom wages are prescribed in clause 4 (1) (i), (ii), (iii), (iv), (v), (vi), (ix) and (xiii).

2. GENERAL PROVISIONS

(1) The provisions of clauses 1 (2), 4, 5, 6, 7, 16, 17, 19, 21, 22, 24, 25, 26, 30, 38, 39, 40, 41, 42 and 44 of Part I shall apply with equal force to this Part. Where the provisions of Part I are in conflict with the provisions of Part II, the latter provisions shall obtain and have preference.

(2) The provisions of clauses 2, 27, 29 and 43 of Part I shall apply with equal force to this Part. Where the provisions of Part I are in conflict with the provisions of Part II, the latter provisions shall obtain and have preference.

3. DEFINITIONS

Any expression used in this Part and which is not defined herein but which is defined in Part I shall have the same meaning as in that Part, and further—

"Timber Trade" means that portion of the Building Industry in which any of the operations defined in Part I of this Agreement and/or the operations defined hereunder are performed in connection with or additional to the joint enterprise of joinery manufacture, including shop, office and bank fitting, and shall include all work executed or carried out by persons therein who are engaged in the trades, activities or subdivisions thereof referred to in the definition of Building Industry in clause 3 of Part I and all work incidental to the activities of an employer in connection therewith;

42. VERTONING VAN OOREENKOMS

'n Werkgewer moet toesien dat benewens die kennisgewings wat hy ingevolge artikel 58 van die Wet moet vertoon 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek, wat maklik vir al sy werknemers toeganklik is, in die kantoor of werf waar hy sake doen, beskikbaar is.

43. VAKVERENIGINGORGANISEERDERS

(1) Organiseerders van die vakverenigings het die reg om gedurende gewone werkure gesprekke te voer met lede van hul onderskeie vakverenigings by die werkplek of in werkinkels: Met dien verstande dat die werkgewer deur die organiseerder in kennis gestel word van sy voorneme om sodanige werkplek of werkinkel te besoek: Voorts met dien verstande dat die organiseerder nie die werkproduksie van 'n lid te veel benadeel nie.

(2) Elke werkgewer moet aan sy weknemers wat verteenwoordigers in die Raad is alle redelike geleenthede verskaf om hul pligte in verband met Raadsvergaderings na te kom.

44. 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 deur 'n werkgewer van die toepassing op 'n werknemer van enige bepaling van hierdie Ooreenkoms of enige ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

(2) Elke bepaling, subklousule of klousule skep 'n reg of verpligting, na gelang van die geval, en is onafhanklik van die bestaan van ander bepalinge. As 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

DEEL II

SPESIALE BEPALINGS WAT OP DIE HOUTNYWERHEID IN DIE BOUNYWERHEID VAN TOEPASSING IS

1. TOEPASSINGSBESTEK

(1) Deel II van hierdie Ooreenkoms moet in die Houtnywerheid van die Bounywerheid nagekom word—

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

(b) in die landdrosdistrikte Port Elizabeth en Uitenhage en in daardie gedeelte van die landdrosdistrik Hankey wat voor 1 November 1963 binne die landdrosdistrik Port Elizabeth geval het.

(2) Ondanks subklousule (1) (a), is klousule 17 nie van toepassing op werknemers vir wie lone in klousule 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (ix) en (xiii), voorgeskryf word nie.

2. ALGEMENE BEPALINGS

(1) Klousules 1, (2), 4, 5, 6, 7, 16, 17, 19, 21, 22, 24, 25, 26, 30, 38, 39, 40, 41, 42 en 44 van Deel I, is net so van krag op hierdie Deel: Waar die bepalinge van Deel I strydig is met die bepalinge van Deel II, geld laasgenoemde bepalinge en geniet dit voorkeur.

(2) Klousules 2, 27, 29 en 43 van Deel I, is net so van krag op hierdie Deel: Waar die bepalinge van Deel I strydig is met die bepalinge van Deel II, geld laasgenoemde bepalinge en geniet dit voorkeur.

3. WOORDOMSKRYWING

Enige uitdrukking wat in hierdie Deel gebruik word en wat nie hierin omskryf is nie maar wat in Deel I omskryf is, het dieselfde betekenis as in daardie Deel, en verder beteken—

"Houtnywerheid" daardie gedeelte van die Bounywerheid waarin enigeen van die werksaamhede omskryf in Deel I van hierdie Ooreenkoms en/of die werksaamhede hierna omskryf, verrig word in verband met of benewens die gesamentlike onderneming van skrynwerkvervaardiging, met inbegrip van die uitrus van winkels, kantore en banke, en omvat dit alle werk uitgevoer of verrig deur persone daarin wat in ambagte, werksaamhede of onderafdelings daarvan werksaam is, soos bedoel in die omskrywing van "Bounywerheid" in klousule 3 van Deel I, en alle werk wat gepaard gaan met die werksaamhede van 'n werkgewer in verband daarmee;

"emergency work", without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work prescribed in clause 6 of Part II and which is necessary to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking, or any work which, owing to a cause such as fire, storm, flood, accident or act of violence, must be performed without delay;

"foreman" means an employee placed in charge of a workshop or a particular section of a workshop, who gives out work to employees under his control and supervises such work and maintains discipline and generally is responsible to the employer for efficiency in the workshop and who in addition performs the work of a journeyman, either constantly or intermittently;

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

Loading, off-loading and/or carrying timber, joinery and all other building materials;

tying up and/or packing timber, joinery, wallboard, and other building materials;

cleaning streets, premises, animals, machinery, implements, tools, utensils, vehicles or other articles;

lime-washing compounds, latrines, stables, out-buildings, and similar buildings or structures;

loading or unloading;

carrying, moving or stacking articles; pushing or pulling any vehicles;

making or maintaining fires or removing refuse;

attending drying kilns;

opening or closing doors, boxes, packages, bales, sacks or bags, sealing or preparing empty cardboard containers for use in packing;

marking, branding or stencilling or affixing labels on timber, boxes, bales, sacks, containers, packages or other articles by hand;

delivering letters, messages or goods on foot or by means of bicycle, tricycle or hand-propelled vehicle;

cooking rations or making tea or similar beverages;

oiling or greasing machines or vehicles;

gardening work (i.e. planting under supervision, digging, raking, mowing, spreading, mixing, watering);

sorting, shaking out and/or mending sacks and/or other containers by hand;

operating hand-operated log carriage;

crimping, stapling and/or fastening boxes by hand;

nailing and assembling boxes by hand for the purpose of the packing and/or despatch of orders;

sandpapering, pumicing or rasping by hand other than on joinery;

joining box ends together by corrugated fasteners by hand or hand-operated machine;

cutting and/or straightening wire by hand;

sorting sawn timber according to size;

shovelling, filling bags, sacks or other containers;

sorting out cracked or damaged blocks after sawing;

assisting a sawyer by holding timber or wood during sawing operations;

removing, cleaning and/or replacing sanitary pails;

operating a hand hoist or lift;

working at impregnation plant;

using a double hand crosscut saw on rough timber;

applying glue to tenons prior to clamping or pressing;

drawing off material from woodworking machines;

assembling prepared laminated timber products including nailing;

loading laminated beds and presses;

sorting mosaic fitches;

bundling of flooring;

sorting, fetching and carrying materials;

assisting journeymen or higher graded workers wherever necessary, but not to perform such higher graded work;

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

"glazier" means an employee engaged on glazing operations in joinery shops;

"noodwerk" sonder om die gewone betekenis van die term te beperk, alle werk wat nie binne die gewone werkure voorgeskryf in klousule 6 van Deel II verrig kan word nie en wat noodsaaklik is om die gesondheid en die veiligheid van die publiek of die beoefening van 'n ander nywerheid, besigheid of onderneming te verseker, of enige werk wat weens 'n oorsaak soos 'n brand, storm, oorstroming, ongeluk of gewelddaad sonder versuim verrig moet word;

"voorman" 'n werknemer wat aan die hoof staan van 'n werkwinkel of 'n besondere seksie van 'n werkwinkel, wat werk aan werknemers onder sy beheer gee en oor sodanige werk toesig hou, dissipline handhaaf en oor die algemeen aan die werkgever verantwoordelik is vir doeltreffendheid in die werkwinkel en wat daarbenewens, hetsy aanhoudend of met tussenpose, die werk van 'n ambagsman verrig;

"algemene werknemer" 'n werknemer wat een of meer van die volgende werksaambede verrig:

Timmerhout, skrynwerk en alle ander boumateriale oplaai, aflaai en/of dra;

timmerhout, skrynwerk, bekledingsbord en ander boumateriale vasbind en/of verpak;

strate, persele, diere, masjinerie, implemente, gereedskap, werktuie, voertuie of ander artikels skoonmaak;

kampongs, latrines, stalle, buitegeboue en soortgelyke geboue of bouwerke afwit;

laai of aflaai;

artikels dra, skuif of opstapel; voertuie stoot of trek;

vure maak of aan die gang hou of as verwyder;

drooggoonde bedien;

deure, kiste, pakkies, bale, sakke of sakkies oop- of toemaak; leë kartonhouers vir gebruik by verpakking verseël of gereedmaak;

timmerhout, kiste, bale, sakkies, houers, pakkies of ander artikels met die hand merk, brandmerk, sjabloneer of etiketteer;

briewe, boodskappe of goedere te voet of met 'n fiets, driewiel of handvoertuig aflewer;

rantsoene kook of tee of soortgelyke drankie maak;

masjiene of voertuie olie of smeer;

tuinwerk [d.w.s. plant (onder toesig), spit, hark, gras sny, uitstrooi, meng en natmaak];

sakke en/of ander houers met die hand sorteer, uitskud en/of heelmaak;

'n handblokdraer bedien;

kiste met die hand riffel, kram en/of vasmaak;

kiste met die hand aanmeakaarspyker en aanmeakaarsit om bestellings te verpak en/of te versend;

met die hand skuur, puim of rasper, uitgesonderd op skrynwerk;

kis-ente met die hand of 'n handmasjien met kartelkramme aanmeakaarsit;

draad met die hand sny en/of reguit maak;

gesaagde timmerhout volgens grootte sorteer;

met 'n skopgraaf werk, sakke, sakkies of ander houers volmaak;

gekraakte of beskadigde blokke uitsorteer nadat hulle gesaag is;

'n saer help deur timmerhout of hout gedurende saagwerk vas te hou;

nagemmers verwyder, skoonmaak en/of vervang;

'n handhystoestel of hysbak bedien;

by die impregneerinstallasie werk;

ru-timmerhout met 'n treksaag saag;

lym aan tappe aanbring voordat dit geklamp of gepers word;

materiaal uit houtwerkmasjiene neem;

bereide gelamelleerde timmerhoutprodukte monteer, met inbegrip van spykerwerk;

gelamelleerde beddens en perse laai;

mosaiekversterkings sorteer;

vloerplanke bondel;

materiaal sorteer, aandra en dra;

ambagsmanne of werknemers van 'n hoër klas bystaan wanneer nodig, maar nie sodanige werk van 'n hoër klas verrig nie;

"algemene voorman" 'n werknemer wat slegs in 'n suiwer toesighoudende hoedanigheid in diens is, wat werk aan werknemers onder sy beheer en toesig gee, dissipline handhaaf en oor die algemeen aan die werkgever verantwoordelik is vir doeltreffendheid in die werkwinkel of werkwinkels, en wat nie die werk van 'n ambagsman hoef te verrig nie, met tussenpose of in sy hoedanigheid as instrukteur;

"glaswerker" 'n werknemer wat glaswerk in skrynwerkwinkels verrig;

"hourly rate" means the employee's hourly wage prescribed in Part II of the Agreement: Provided that where a weekly wage is prescribed for an employee his hourly rate shall be calculated by dividing his weekly wage by the number of ordinary hours per week prescribed for such an employee;

"joinery" includes—

(a) the making, including machining and fixing, of wooden doors and windows, shop fronts, skylights, cupboards or any other wooden fixture which forms a permanent part of a building or the manufacture and assembling of components for use in the erection of wooden houses or structures, whether or not a portion of such wooden houses or structures may be manufactured or erected in other materials; and

(b) the making and/or fixing of shops, office and bank fittings, which includes shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

"journeyman" means an employee registered with the Council as such in terms of clause 7 of Part I of this Agreement and employed on joinery or who performs the work of a machinist, saw doctor, maintenance mechanic, foreman or general foreman;

"journeyman's assistant" means an employee who is in possession of a journeyman's assistant registration certificate issued to him by the Council in terms of clause 26 of Part I of this Agreement, engaged under supervision of a journeyman on any or all of the following operations, namely:

Assembling of standard pattern doors, frames, sashes and similar joinery;

clamping up or joining of boards and tops;

cramping frames, doors and tops;

feeding crosscut machines;

fixing of glazing beads and flats;

nailing backs to fittings;

nailing up drawers and trays (including bottoms) in workshop;

facing framing with boards in workshop;

operating edge trimming machines;

operating end trimming machines;

morticing or drilling of doors for locks;

mass production of cupboard work—

(a) assembling in standard jigs;

(b) fitting bearers and plinths to cupboards in jig;

(c) assembling cupboards in jigs;

(d) fitting hinges to cupboard doors in jigs;

(e) fitting handles and catches to cupboards in jigs;

all types of work where the quantity of any article is so large that it can be assembled in jigs which must be made and set up by a journeyman;

fixing of wall coverings or similar materials to shelves, counter tops, panels, etc.;

"labour-only contract" means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work and to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than laid down in clause 4, and where such person is not responsible for payment in respect of all the material to be used in the execution of the work to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry;

"machinist" means a journeyman who sets up and/or adjusts and/or operates, woodworking machinery and who is responsible for the supervision of not more than three machine minders at any time;

"machine minder" means an employee who feeds any woodworking machine, including automatically fed machines (excluding manually fed spindle moulder and single end tenoner), under the supervision of a journeyman;

"maintenance mechanic" means an employee who maintains and repairs all types of woodworking machinery and/or mechanical vehicles;

"mechanical handling equipment driver" means an employee engaged in operating cranes, fork lift trucks, straddle trucks or similar mechanical handling equipment;

"military training" means continuous training which an employee is required to undergo in terms of section 21 (1), read with section 22 (1) and (2) of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section 23 of the said Act, nor any training or service for which he volunteers or which he elected to undergo;

"ordinary working hours" or "ordinary hours of work" means the hours of work prescribed in clause 6 of Part II;

"uurloon" die werknemer se uurloon in Deel II van die Ooreenkoms voorgeskryf: Met dien verstande dat waar 'n weekloon vir 'n werknemer voorgeskryf word, sy uurloon bereken moet word deur sy weekloon te deel deur die getal gewone ure per week wat vir so 'n werknemer voorgeskryf word;

"skrynwerk"—

(a) die maak, met inbegrip van masjienwerk en vassit, van houtdeure en -venster, winkelfronte, boligte, kaste of enige ander vaste toebehore van hout wat 'n permanente deel van 'n gebou uitmaak, of die vervaardiging en montering van onderdele vir gebruik by die oprigting van houthuise of -strukture, afgesien daarvan of 'n gedeelte van sodanige houthuise of -strukture van ander materiale vervaardig of opgerig word, al dan nie; en

(b) die maak en/of insit van winkel-, kantoor- of bankuitrusting, wat winkelfronte, vensteromraming, vertoonkaste, toonbanke, skermes en los en vaste binnetoebehore insluit;

"ambagsman" 'n werknemer wat by die Raad as sodanig geregistreer is ingevolge klousule 7 van Deel I van hierdie Ooreenkoms en wat as skrynwerker in diens is of die werk verrig van 'n masjienwerker, saaghersteller, onderhoudswerktuigkundige, voorman of algemene voorman;

"ambagsmansassistent" 'n werknemer wat in besit is van 'n ambagsmansassistent-registrasiesertifikaat deur die Raad aan hom uitgereik ingevolge klousule 26 van Deel I van hierdie Ooreenkoms en wat onder toesig van 'n ambagsman een van of al die volgende werksaamhede verrig, naamlik:

Deure, rame, vensterrame en dergelike skrynwerk van standaardpatrone aanmeekaarsit;

planke en blaaië vasklamp of las;

rame, deure en blaaië klamp;

dwarssaagmasjiene voer;

ruitkraallyste en -platstukke aanbring;

rugstukke aan toebehore vasspyker;

laaië en bakke (met inbegrip van bome) in werkwinkel vasspyker;

planke aan voorkante van raamwerk in werkwinkel aanbring;

randafwerkmasjiene bedien;

entafwerkmasjiene bedien;

tapgate in deure maak of gate daarin boor vir slotte;

massaproduksie van kaswerk—

(a) volgens standaardsetmate aanmeekaarsit;

(b) drabalke en plinte volgens setmate in kaste aanbring;

(c) kaste volgens setmate aanmeekaarsit;

(d) skarniere volgens setmate aan kasdeure aanbring;

(e) handvatsels en knippe volgens setmate aan kaste aanbring;

alle tipes werk waar die getal artikels so groot is dat sodanige artikels aanmeekaarsit kan word volgens setmate wat deur 'n vakman gemaak en opgestel moet word;

muurbedekkings of dergelike materiaal aanbring aan rakke, toonbank-blaaië, panele, ens.;

"slegs-arbeid-kontrak" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n persoon onderneem om werk te verrig en om betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 4 voorgeskryf, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

"masjienwerker" 'n ambagsman wat houtwerkmasjinerie opstel en/of regstel en/of bedien en op 'n bepaalde tydstip verantwoordelik is vir toesig-houding oor hoogstens drie masjienoppassers;

"masjienoppasser" 'n werknemer wat onder die toesig van 'n ambagsman 'n houtwerkmasjien voer, met inbegrip van masjiene wat outomaties gevoer word (uitgesonderd spilprofieler- en enkelentapmasjiene wat met die hand gevoer word);

"onderhoudswerktuigkundige" 'n werknemer wat alle soorte houtwerk-masjinerie en/of meganiese voertuie onderhou en herstel;

"drywer van meganiese hanteeruitrusting" 'n werknemer wat krane, vorkheyswaens, buidelwaens of dergelike meganiese hanteeruitrusting bedien;

"militêre opleiding" ononderbroke opleiding, wat 'n werknemer moet ondergaan ingevolge artikel 21 (1), gelees met artikel 22 (1) en (2) van die Verdedigingswet, 1957, maar dit omvat nie opleiding wat hy verkies om kragtens artikel 23 van genoemde Wet te ondergaan nie, en ook nie opleiding of diens waarvoor hy hom vrywillig aanmeld of wat hy uit eie beweging ondergaan nie;

"gewone werkure" die werkure in klousule 6 van Deel II voorgeskryf;

"overtime" means, subject to the provisions of clause 7, that portion of any period during which an employee works for his employer during any one week or on any one day, as the case may be, which is in excess of or outside the ordinary working hours;

"saw doctor" means an employee who performs the functions of sharpening and setting, hammering, tensioning, gulletting and rolling all types of circular saws, band saws and other saw blades, including the brazing or welding of bandsaws;

"sawyer" means an employee who operates power-driven circular saws, band re-saws, frame saws, and breakdown saws of all types on rough timber and who may be required to start such saws, move fences and change saws as required, but who shall not sharpen, set or hammer saw blades;

"semi-skilled employee" means an employee engaged in one or more of the following operations:

Supervising solely general employees;
using glazing sprigg guns;
priming of joinery;
operating floor sanding machines;
assembling orders;
fixing cork or other insulating materials;
cutting and trimming of wedges by hand;
drilling holes by machine;
gluing and fixing edging to shelves and flat board mass-produced in workshop;
operating automatic press;
operating door or sash clamps;
operating drum and belt sanders;
sandpapering of counter tops and similar surfaces;
framing with corrugated fasteners;
hand sanding or operating mechanical hand sanders;
feeding moulder for straight planing;
feeding straight line edger;
feeding Kupfermühle automatic planing machine;
feeding automatic boring and plugging machine;
cutting ends, squaring, plugging and assembling previously laminated beams;
operating bandsaws and circular re-saws for conversion of rough timber other than for joinery purposes;
feeding mosaic parquet machines;
assembling mosaic parquet in jigs;
feeding flooring production machinery;
grading finished flooring;
feeding Kuhlmann insertion machine and jointer;
operating crosscut saws;
feeding scarfing machines;
feeding crosscut saws in laminating factory;
feeding re-saws in laminating factory;
feeding thicknesser in laminating factory;
feeding upright spindle in laminating factory;
cutting prepared beams to length;
sandpapering laminated beams and other products;
feeding glue-spreader;
tightening bolts on laminating beds using pneumatic wrench;

"supervisor" means an employee engaged in marking out, setting up of machines, sharpening saws and cutters, setting out of work and supervising all semi-skilled employees and general employees;

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 4 of Part II of this Agreement, in respect of the ordinary hours laid down in clause 6 hereof: 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;

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant, Christmas Day and New Year's Day and the annual leave period prescribed in clause 10 of Part II of this Agreement in respect of the ordinary hours of work prescribed in clause 6 of Part II of this Agreement.

"oortyd", behoudens klousule 7, daardie gedeelte van 'n tydperk waarin 'n werknemer gedurende 'n enkele week of op 'n enkele dag, na gelang van die geval, vir sy werkgever werk, wat die gewone werkure te bowe gaan of daarbuite val;

"saaghersteller" 'n werknemer wat alle soorte sirkelsae, bandsae en ander saaglemme skerpmaak en set, hamer, span, sluk en rol, met inbegrip van die sweissoldeer of sweis van bandsae;

"saer" 'n werknemer wat kragaangedrewe sirkelsae, bandnasaagma-sjiene, raamsae en bloksae van alle soorte op ruwe hout bedien en van wie vereis kan word om sodanige sae aan die gang te sit, keerblokke te verskuif en sae te verander soos nodig, maar wat nie saaglemme mag skerpmaak, set of hamer nie;

"halfgeskoolde werknemer", 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Slegs oor algemene werknemers toesig hou;
ruitspykerslaghamers gebruik;
die grondslag op skrynwerk verf;
vloerskuurmasjiene bedien;
bestellings bymekaarmaak;
kurk of ander isoleermateriaal aanbring;
wie met die hand saag en afwerk;
gate met 'n masjien boor;
randstukke aan rakke en platbordstukke wat in massa in werkwinkels geproduseer is, lym en vassit;
'n outomatiese pers bedien;
deur of vensterklaamklampe bedien;
rol- en bandskuurmasjiene bedien;
blaaie van toonbanke en dergelike oppervlakke skuur;
rame aanmeekaarsit met kartelkramme;
handskuurwerk verrig of meganiese handskuurmasjiene bedien;
vorme vir reguitskaafwerk voer;
reguitrandskaafmasjien voer;
outomatiese Kupfermühle-skaafmasjien voer;
outomatiese boor- en muurpropmasjien voer;
die ente van vooraf gelamelleerde balke afsaag en haaks maak, dié balke van proppe voorsien en dit monteer;
bandsae en sirkelnasae bedien vir die verwerking van ruwe timmerhout, uitgesonderd dié vir skrynwerkdoeleindes;
mosaëkparketmasjiene voer;
mosaëkparket volgens setmate monteer;
vloerproduksiemasjinerie voer;
afgewerkte vloermateriaal gradeer;
Kuhlmann-inlasmasjien en lasmasjien voer;
dwarssae bedien;
skoonbrandmasjiene voer;
dwarssae in lamelleerfabriek voer;
nasae in lamelleerfabriek voer;
dikteskaafmasjien in lamelleerfabriek voer;
staanspil in lamelleerfabriek voer;
bewerkte balke volgens lengte afsaag;
gelamelleerde balke en ander produkte afskuur;
lymspreier voer;
boute in lamelleerbeddens vasdraai met druklugmoersleutel;

"toesighouer" 'n werknemer wat uitmerkwerk verrig, masjiene opstel, sae en snytoestelle skerpmaak, werk uitleë en toesig oor alle halfgeskoolde werknemers en algemene werknemers hou;

"loon" daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ingevolge klousule 4 van Deel II van hierdie Ooreenkoms vir die gewone werkure in klousule 6 hiervan voorgeskryf: Met dien verstande dat as 'n werkgever gereeld aan 'n werknemer 'n hoër bedrag vir sodanige gewone werkure betaal as dié in klousule 4 voorgeskryf, dit sodanige hoër bedrag beteken;

"werkdag" enige dag, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Gelofte-dag, Kersdag en Nuwejaarsdag en die jaarlikse verloftydperk in klousule 10 van Deel II van hierdie Ooreenkoms voorgeskryf vir die gewone werkure in klousule 6 van Deel II van hierdie Ooreenkoms voorgeskryf.

4. WAGES

(1) (a) *Minimum wage rates.*—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 3/5/81	From 4/5/81
	Per hour R	Per hour R
(i) General employees	0,78½	0,85
(ii) Semi-skilled employees	0,90½	0,98
(iii) Drivers of mechanical vehicles with a payload of—		
up to and including 2 722 kg	0,87½	0,94½
over 2 722 kg but not exceeding 4 536 kg	1,00	1,08
over 4 536 kg	1,09½	1,18½
(iv) Journeyman's assistants	1,20½	1,30
(v) Machine minders and sawyers	1,00	1,08
(vi) Mechanical handling equipment drivers	1,00	1,08
(vii) Joiners, machinists, saw doctors, maintenance mechanics, supervisors, foremen, general foremen and journeymen in all other trades	2,37	2,56
(viii) Glaziers in joinery shop	2,22	2,41
(ix) Watchmen: Per six-day week: R31,73 from 4/5/81: R34,27		
(x) Apprentices: Wages as prescribed under the Apprenticeship Act for apprentices in the Building Industry.		
(xi) Learners: Wages as fixed by the Council in terms of clause 25 of Part I of this Agreement.		
(xii) Minors in all trades: Wages as prescribed from time to time for apprentices in the Building Industry.		
(xiii) Employees in all other trades or occupations not elsewhere specified, excluding apprentices and trainees	0,78½	0,85

(b) Notwithstanding the provisions of subclause (1), an employer shall be entitled to pay an employee who has not worked a full week of not less than 40 ordinary hours a wage at a rate not lower than the following:

(i) Employees for whom wages are prescribed in subclause (1) (a) (vii) and (viii), a wage rate of 6 per cent (rounded off to the nearest whole cent) less than that prescribed in the foregoing paragraph of subclause (1);

(ii) employees for whom wages are prescribed in subclause (1) (a) (i), (ii), (iii), (iv), (v), (vi) and (xiii), a wage rate of 10 per cent (rounded off to the nearest whole cent) less than that prescribed in the foregoing paragraph of subclause (1).

(c) In the event of a paid public holiday falling within any week and an employee mentioned in subclause (1) (a) having worked all the remaining working days of the week, the employer shall pay such an employee for the remaining days at the hourly rate prescribed in subclause (1) (a).

(d) In the event of inclement weather preventing an employee mentioned in subclause (1) (a) from working on any day or days during any week, and such employee having worked all the remaining working days of the week and having reported for work on such day or days on which inclement weather occurs, and employer shall pay such employee for such remaining days at the hourly rate prescribed in subclause (1) (a).

(e) In the event of an employee mentioned in subclause (1) (a) not being able to complete a full week due to termination of employment during that week, the employer shall pay such employee for the days worked at the hourly rate prescribed in subclause (1) (a).

(f) In the event of an employee mentioned in subclause (1) (a) commencing employment with an employer during a week and working the remaining days of that week, the employer shall pay such employee for such remaining days at the hourly rate prescribed in subclause (1) (a).

(g) In the event of an employee mentioned in subclause (1) (a) being prevented from working on any working day or part of a working day during any week due to the breakdown and/or unavailability of any public transport normally at his disposal on the most direct route between his normal place of abode and the job, yard or workshop where he is employed, and such employee having worked all the remaining ordinary hours of work of the week, the employer shall pay such employee for such remaining ordinary hours of work at the hourly rate prescribed in subclause (1) (a).

4. LONE

(1) (a) *Minimum loonskale.*—Lone wat laer is as die volgende, gelees met die res van hierdie klousule, mag nie deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

Klas werknemer	Vanaf die datum waarop hierdie Ooreenkoms in werking tree tot 3/5/81	Vanaf 4/5/81
	Per uur R	Per uur R
(i) Algemene werknemers	0,78½	0,85
(ii) Halfgeskoolde werknemers	0,90½	0,98
(iii) Drywers van meganiese voertuie met 'n loonvrag van—		
tot en met 2 722 kg	0,87½	0,94½
meer as 2 722 kg maar hoogstens 4 536 kg	1,00	1,08
meer as 4 536 kg	1,09½	1,18½
(iv) Ambagsmansassistentie	1,20½	1,30
(v) Masjienoppassers en saers	1,00	1,08
(vi) Drywers van meganiese hanteeruitrusting	1,00	1,08
(vii) Skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, toesighouders, voormanne, algemene voormanne en ambagsmanne in alle ander ambagte	2,37	2,56
(viii) Glaswerkers in skrynwarkwinkel	2,22	2,41
(ix) Wagte: Per week van ses dae: R31,73 vanaf 4/5/81: R34,27		
(x) Vakleerlinge: Lone soos ingevolge die Wet op Vakleerlinge vir vakleerlinge in die Bounywerheid voorgeskryf		
(xi) Leerlinge: Lone soos deur die Raad vasgestel ingevolge klousule 25 van Deel I van hierdie Ooreenkoms		
(xii) Minderjariges in alle ambagte: Lone soos van tyd tot tyd vir vakleerlinge in die Bounywerheid voorgeskryf		
(xiii) Werknemers in alle ander ambagte of beroepe wat nie elders gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	0,78½	0,85

(b) Ondanks subklousule (1), is 'n werkgever daartoe geregtig om 'n werknemer wat nie 'n volle week van minstens 40 gewone ure gewerk het nie te betaal teen minstens die volgende skaal:

(i) Werknemers vir wie lone in subklousule (1) (a) (vii) en (viii) voorgeskryf word, 'n loon van 6% (afgerond tot die naaste hele sent) minder as die loon voorgeskryf in die voorafgaande paragraaf van subklousule (1);

(ii) werknemers vir wie lone in subklousule (1) (a) (i), (ii), (iii), (iv), (v), (vi) en (xiii) voorgeskryf word, 'n loon van 10% (afgerond tot die naaste hele sent) minder as die loon voorgeskryf in die voorafgaande paragraaf van subklousule (1).

(c) Ingeval 'n openbare vakansiedag met besoldiging binne 'n week val en 'n werknemer in subklousule (1) (a) vermeld al die ander werkdae van die week gewerk het, moet die werkgever sodanige werknemer vir die ander dae betaal teen 'n uurloon soos voorgeskryf in subklousule (1) (a).

(d) Ingeval gure weer 'n werknemer in subklousule (1) (a) vermeld, verhoed om op enige dag of dae gedurende enige week te werk, en sodanige werknemer al die ander werkdae van die week gewerk het en hom op die dag of dae waarop die gure weer voorkom vir werk aangemeld het, moet 'n werkgever sodanige werknemer vir sodanige ander dae betaal teen die uurloon voorgeskryf in subklousule (1) (a).

(e) Ingeval 'n werknemer in subklousule (1) (a) vermeld nie 'n volle week kan voltooi nie omdat sy diens gedurende daardie week beëindig is, moet die werkgever sodanige werknemer vir die dae wat hy gewerk het, betaal teen die uurloon voorgeskryf in subklousule (1) (a).

(f) Ingeval 'n werknemer in subklousule (1) (a) vermeld gedurende 'n week by 'n werkgever begin werk en die oorblywende dae van dié week werk, moet die werkgever sodanige werknemer vir sodanige oorblywende dae betaal teen die uurloon voorgeskryf in subklousule (1) (a).

(g) Ingeval enige openbare vervoer wat normaalweg tot sy beskikking is oor die kortste roete tussen sy normale woonplek en die werk, werkplaas of werkwinkel waar hy in diens is, onderbreek word en/of nie beskikbaar is nie en dit 'n werknemer in subklousule (1) (a) vermeld, verhoed om op 'n werkdag of gedeelte van 'n werkdag gedurende 'n bepaalde week te werk en sodanige werknemer al die oorblywende gewone werkure van die week gewerk het, moet die werkgever sodanige werknemer vir sodanige oorblywende gewone werkure betaal teen die uurloon in subklousule (1) (a) voorgeskryf.

(h) In the event of an employee mentioned in subclause (1) (a) being unable to complete a full week or to continue working on any day or days due to slackness of work or unavoidable delays in securing delivery of materials or other causes beyond the control of the employer, and such employee having worked all the remaining days of the week, the employer shall pay such employee for the remaining days worked at the hourly rate prescribed in subclause (1) (a).

(i) In the event of an employee mentioned in subclause (1) (a) being unable to complete a full week due to sickness or absence from work due to an accident which is compensable under the Workmen's Compensation Act, 1941, and such employee having worked all the remaining working days of the week, the employer shall pay such employee for the remaining working days at the hourly rate prescribed in subclause (1) (a): Provided that an employer may require the employee to produce satisfactory proof substantiating the nature and duration of his incapacity: Provided further that if he was suffering from alcoholism, drug addiction or their sequelae or was incapacitated through sickness due to his own wilful negligence or misconduct he shall not be entitled to the rate prescribed in subclause (1) (a).

(j) Any disputes concerning the interpretation, meaning or intention of any of the provisions referred to in this subclause which the employer and employee are unable to settle shall be referred to the Council for decision. The decision of the Council shall be final and binding on the employer and employee and the Council shall not be obliged to give reasons for any decision.

(2) *Differential rates.*—(a) An employer who requires or permits a member of one class of his employees to perform on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclauses (1) (a) and (b) shall pay to such employee the higher rate of wage for all the ordinary hours of work on that day.

(b) Where an employee is employed at a rate of wages prescribed in subclause (1) (a) (vii) and (viii) and such an employee is required or permitted to do work for which a lower rate of wages is prescribed, such an employee shall nevertheless be paid at the higher rate as prescribed during any period that such employee is carrying out work for which a lower rate is prescribed.

(3) *Bonus.*—In addition to the wages payable in terms of subclause (1), every employer shall pay to each of the undermentioned employees in his employ the following bonus:

Supervisors, foremen, general foremen, joiners, machinists, saw doctors, maintenance mechanics, glaziers in joinery shops and journeymen in all other trades: Half of a working day's wage for each completed month of employment, plus a quarter of a working day's wage for each month during which such employee has lost no working days other than through absence with the permission or approval of his employer.

The bonus shall be paid to such employee in accordance with the provisions of clause 10 of Part II of this Agreement and shall be in addition to the amounts payable to the employee in terms of that clause. An employee whose contract of employment terminates before the commencement of his annual leave shall be paid such bonus on the date of such termination.

(4) *Reporting non-payment.*—An employee who qualified in terms of this Agreement or any other agreement of the Council for payment of wages and/or allowances by his employer on any pay-day and who was not paid in terms of this clause and who has not reported such non-payment to the Council within 14 days from the date on which he should have been so paid, shall be entitled to payment by the Council from the guarantee held by it in terms of clause 24 (2) of Part I of this Agreement only if sufficient moneys are available in terms of such guarantee: Provided that this shall not affect the right of an employee to report such non-payment to the Council at any time and the Council's obligation to recover any amount which may be due to such an employee.

(5) *Waiting time.*—Whenever, due to slackness of work or unavoidable delays in securing delivery of materials, or other causes beyond the control of employers, it is found to be impossible to continue working on any day, employers shall be liable only to pay their employees full wages and allowances as prescribed in this Agreement for all time spent on the job up to the time of being instructed to stop work.

Whenever an employee reports for duty in the usual way on any working day at the normal starting time and there is no work for him, he shall be paid an amount equal to two hours' wages as if he had in fact worked, unless he had been notified by his employer on the previous working day that his services would not be required on the day in question.

(6) *Protection of remuneration.*—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.

(h) Ingeval 'n werknemer in subklousule (1) (a) vermeld, vanweë werkslapte of onvermydelike vertraging met die aflewering van materiaal of ander oorsake buite die beheer van die werkgewer, nie 'n volle week kan voltooi nie en dit onmoontlik is om op enige dag of dae voort te gaan met werk en sodanige werknemer al die oorblywende dae van die week gewerk het, moet die werkgewer sodanige werknemer vir die oorblywende dae betaal teen die uurloon in subklousule (1) (a) voorgeskryf.

(i) Ingeval 'n werknemer in subklousule (1) (a) vermeld, vanweë siekte of afwesigheid van die werk weens 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is, nie 'n volle week kan voltooi nie en sodanige werknemer al die oorblywende werkdae van die week gewerk het, moet die werkgewer sodanige werknemer vir die oorblywende werkdae betaal teen die uurloon in subklousule (1) (a) voorgeskryf: Met dien verstande dat 'n werkgewer van die werknemer kan vereis om bevredigende bewys te lewer van die aard en duur van sy ongeskiktheid: Voorts met dien verstande dat indien hy aan alkoholisme, dwelmverslaaftheid of die gevolge daarvan gely het, of ongeskik was vanweë siekte te wyte aan sy eie opsetlike nalatigheid of wangedrag, hy nie op die loon in subklousule (1) (a) voorgeskryf, geregtig is nie.

(j) Enige geskil oor die vertolkings, betekenis of bedoeling van enige van die bepalings in hierdie subklousule bedoel, wat die werkgewer en werknemer nie kan skik nie, moet vir beslissing na die Raad verwys word. Die beslissing van die Raad is finaal en bindend vir die werkgewer en werknemer en die Raad is nie verplig om redes vir enige beslissing te verstrek nie.

(2) *Differensiële lone.*—(a) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) (a) en (b) voorgeskryf word, moet aan sodanige werknemer die hoër loon vir al die gewone werkure op daardie dag betaal.

(b) Wanneer 'n werknemer werk teen 'n loonskaal wat in subklousule (1) (a) (vii) en (viii) voorgeskryf word, en daar van sodanige werknemer vereis of hy toegelaat word om werk te doen waarvoor 'n laer loon voorgeskryf word, moet sodanige werknemer nogtans die hoër loon wat voorgeskryf word, betaal word gedurende enige tydperk waarin so 'n werknemer werk verrig waarvoor 'n laer loon voorgeskryf word.

(3) *Bonus.*—Benewens die lone, wat ingevolge subklousule (1) betaalbaar is, moet elke werkgewer aan elkeen van ondergenoemde werknemers in sy diens die volgende bonus betaal:

Toesighouers, voormanne, algemene voormanne, skrynwerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges, glaswerkers in skrynwerkwinkels en ambagsmanne in alle ander ambagte: Die helfte van 'n werkdag se loon vir elke voltooide maand diens, plus 'n kwart van 'n werkdag se loon vir elke maand waarin sodanige werknemer geen werkdae verloor het nie, uitgesonderd weens afwesigheid met die toestemming of goedkeuring van sy werkgewer.

Die bonus moet ooreenkomstig klousule 10 van Deel II van hierdie Ooreenkoms aan so 'n werknemer betaal word en moet betaal word benewens die bedrae wat ingevolge daardie klousule aan die werknemer betaalbaar is. 'n Werknemer wie se dienskontrak voor die begin van sy jaarlikse verlof eindig, moet sodanige bonus op die datum van sodanige beëindiging betaal word.

(4) *Aanmelding van nie-betaling.*—'n Werknemer wat ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad in aanmerking gekom het vir betaling van loon en/of toelaes deur sy werkgewer op enige betaaldag en wat nie ooreenkomstig hierdie klousule betaal is nie en wat sodanige nie-betaling nie binne 14 dae vanaf die datum waarop hy aldus betaal moes gewees het by die Raad aangemeld het nie, is geregtig op betaling deur die Raad uit die waarborg wat die Raad ingevolge klousule 24 (2) van Deel I van hierdie Ooreenkoms hou, slegs indien daar genoeg geld ingevolge dié waarborg beskikbaar is: Met dien verstande dat dit nie die reg van 'n werknemer om sodanige nie-betaling te enige tyd by die Raad aan te meld, mag raak nie en ook nie die Raad se verpligting om enige bedrag wat aan so 'n werknemer verskuldig is, te verhaal nie.

(5) *Wagtyd.*—Wanneer dit weens 'n werkslapte of onvermydelike vertraging by die aflewering van materiaal of om ander oorsake buite die werkgewer se beheer onmoontlik is om op enige dag aan te hou werk, hoef die werkgewers hul werknemers slegs die volle lone en toelaes soos in hierdie Ooreenkoms voorgeskryf, te betaal vir alle tyd bestee aan die werk totdat hulle opdrag gegee is om op te hou werk.

Wanneer 'n werknemer op die gewone aanvangstyd op 'n werkdag homself op die gewone wyse vir diens aanmeld en daar geen werk vir hom is nie, moet hy twee uur se loon betaal word asof hy wel gewerk het, tensy sy werkgewer hom op die vorige werkdag in kennis gestel het dat sy dienste nie op die betrokke dag nodig sou wees nie.

(6) *Behoud van besoldiging.*—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 hierdie Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer vir dieselfde klas werk in diens is.

5. PAYMENT OF REMUNERATION

(1) Subject to the provisions of clauses 8 and 11 of Part II of this Agreement, remuneration due to employees shall be paid in cash weekly at the workshop where they are employed between 14h00 and 17h00 on Fridays or on termination of employment if this takes place before the ordinary pay-day: Provided that the remuneration shall be at the workshop in readiness not later than 16h30: Provided further that—

(a) when Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding such holiday;

(b) payment may with the prior consent of the Council be made at times other than the above or on days other than Friday.

(2) Remuneration shall be handed to employees in sealed envelopes, endorsed with the name of the employer, the name of the employee, the period(s) in respect of and the date on which payment is made together with a statement, either specified on the face of the envelope or on a separate statement enclosed in the envelope, stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom, and the net remuneration contained in the envelope.

(3) An employer shall not levy fines against his employees and subject to the provisions of clauses 4, 10, 11 and 14 of this Part (Part II) no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than any amount which an employer is legally or by any order of any competent court required or permitted to make: Provided that set-off of amounts mutually owed between employer and employee is allowed.

(4) No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

6. HOURS OF WORK

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

(a) in the case of semi-skilled employees, general employees, drivers of mechanical vehicles and mechanical handling equipment drivers:

Monday to Thursday: 08h00 to 13h00; 14h00 to 17h30;
Friday: 08h00 to 13h00; 14h00 to 17h00;
Saturday: 08h00 to 12h00;

(b) in the case of all other employees (other than watchmen):

Monday to Friday: 08h00 to 13h00; 13h45 to 16h45;

(c) should an employer find it not practicable for his employees to adhere to these hours, he may work semi-skilled employees, general employees, drivers of mechanical vehicles and mechanical handling equipment drivers, for the same hours as laid down for journeymen: Provided that foremen and general foremen may work the hours prescribed for semi-skilled employees and general employees.

(2) No employee shall solicit, undertake or perform any work or ply his trade or any trades or subdivisions thereof mentioned in the definitions of "Building Industry" and "Timber Trade", whether for remuneration or not, for or on behalf of any person, outside the hours prescribed in or as may be laid down in accordance with this Agreement, nor on a Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant, Christmas Day, New Year's Day, or during the annual leave period, without the prior consent of the Council: Provided that an employee may perform work for himself only.

(3) No watchman shall be required or permitted to work for more than six consecutive days or more than 12 hours in any one day.

(4) All hours of work shall be consecutive.

7. OVERTIME

(1) No employer shall require or allow an employee to work and no employee shall work overtime in excess of the times prescribed in clause 6 of Part II except in cases of emergency work: Provided that the employer shall, in such case, notify the Secretary of the Council within three days of having commenced such overtime and the circumstances necessitating such overtime.

(2) *Limitation of overtime.*—An employer shall not require or permit his employees to work overtime for more than 10 hours in a week or four hours on any one day in any week and two hours on the remaining days of that week.

(3) *Payment for overtime.*—Overtime shall be paid for at the following rates:

(a) For the first hour overtime per day from Monday to Friday, the hourly rate or wages which the employee is receiving at the time, plus the amount indicated hereunder in respect of the occupations listed:

5. BETALING VAN BESOLDIGING

(1) Behoudens klousules 8 en 11 van Deel II van hierdie Ooreenkoms, moet besoldiging wat aan werknemers verskuldig is, weekliks in kontant betaal word by die werkwinkel waar hulle werk en wel tussen 14h00 en 17h00 op Vrydae of by diensbeëindiging indien dit voor die gewone betaaldag plaasvind: Met dien verstande dat die besoldiging nie later nie as 16h30 by die werkwinkel gereed moet wees: Voorts met dien verstande dat—

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

(b) betaling met die vooraf goedkeuring van die Raad op ander tye as bogenoemde of op ander dae as Vrydae kan geskied.

(2) Die besoldiging moet in verseelde koeverte aan die werknemers gegee word met die volgende besonderhede daarop: Die naam van die werkgewer en van die werknemer, die tydperk(e) ten opsigte waarvan en die datum waarop die betaling geskied, tesame met 'n opgawe, of buite op die koevert of op 'n aparte staat binne-in die koevert uiteengesit, wat in besonderhede aantoon hoe die bruto besoldiging bereken is, watter bedrae daarvan afgetrek is, en die netto besoldiging wat in die koevert is.

(3) 'n Werkgewer mag sy werknemers nie boetes ople nie, en behoudens klousules 4, 10, 11 en 14 van hierdie Deel (Deel II), mag geen bedrae van enige aard afgetrek word van bedrae wat aan 'n werknemer verskuldig is vir lone, verdienste vir oortydwerk en/of enige ander vorm van besoldiging nie; uitgesonderd 'n bedrag wat 'n werkgewer regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek: Met dien verstande dat verrekening van bedrae wat onderling tussen werkgewer en werknemer verskuldig is, toegelaat word.

(4) Geen bedrag mag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom ontvang word vir die indiensneming of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie van toepassing is op opleidingskemas waartoe die werkgewer regtens moet bydra nie.

6: WERKURE

(1) Die gewone werkure is hoogstens die volgende:

(a) In 'n geval van halfgeskoolde werknemers, algemene werknemers, drywers van meganiese voertuie en drywers van meganiese hanteëruitrusting:

Maandag tot Donderdag: 08h00 tot 13h00; 14h00 tot 17h30.

Vrydag: 08h00 tot 13h00; 14h00 tot 17h00.

Saterdag: 08h00 tot 12h00.

(b) In die geval van alle ander werknemers (uitgesonderd wagne):

Maandag tot Vrydag: 08h00 tot 13h00; 13h45 tot 16h45.

(c) As 'n werkgewer vind dat dit nie vir sy werknemers doenlik is om volgens hierdie ure te werk nie, kan hy halfgeskoolde werknemers, algemene werknemers, drywers van meganiese voertuie en drywers van meganiese hanteëruitrusting laat werk vir die ure wat vir ambagsmanne voorgeskryf is: Met dien verstande dat voormanne en algemene voormanne die ure kan werk wat vir halfgeskoolde werknemers en algemene werknemers voorgeskryf is.

(2) Geen werknemer mag werk vra, onderneem of verrig of sy ambag of enige ambag of onderafdelings daarvan in die omskrywing van "Bounywerheid" en "Houtnywerheid" vermeld; hetsy vir vergoeding of nie, namens engeen beoefen buite die ure voorgeskryf in of ingevolge hierdie Ooreenkoms, of op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Geloftedag, Kersdag, Nuwejaarsdag of gedurende die jaarlike verloftydperk, sonder dat die Raad se goedkeuring vooraf verkry is nie: Met dien verstande dat 'n werknemer wel werk net vir homself kan verrig.

(3) Geen wag mag verplig of toegelaat word om meer as ses agtereenvolgende dae of meer as 12 uur op 'n dag te werk nie.

(4) Alle werkure moet agtereenvolgend wees.

7. OORTYDWERK

(1) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om langer oortyd te werk as wat in klousule 6 van Deel II voorgeskryf word nie en geen werknemer mag langer oortyd werk nie, behalwe in gevalle van noodwerk: Met dien verstande dat die werkgewer in so 'n geval die Sekretaris van die Raad binne drie dae in kennis moet stel dat sodanige oortydwerk begin het en van die omstandighede wat sodanige oortydwerk noodsaaklik gemaak het.

(2) *Beperking van oortydwerk.*—'n Werkgewer mag nie van sy werknemers vereis of hulle toelaat om meer as 10 uur per week of vier uur per dag in enige week en twee uur op die oorblywende dae van daardie week oortyd te werk nie.

(3) *Betaling vir oortydwerk.*—Die volgende besoldiging moet vir oortydwerk betaal word:

(a) Vir die eerste uur oortyd per dag van Maandag tot Vrydag, die uurloon wat die werknemer op daardie stadium ontvang, plus die bedrag hieronder aangedui ten opsigte van die vermelde beroepe:

	Per hour c
(i) Supervisors, foremen, general foremen, joiners, machinists, sawdoctors, maintenance mechanics and glaziers in joinery shops	18
(ii) Sawyers, machine minders, mechanical handling equipment drivers and journeyman's assistants	9
(iii) Semi-skilled employees	6½
(iv) Drivers of mechanical vehicles	8
(v) General employees	6
(vi) Employees in all other trades or occupations not elsewhere specified, excluding learners, apprentices and trainees	6

(b) for all overtime worked in excess of one hour per day from Mondays to Fridays and for all overtime worked prior to 17h00 on Saturdays, one and one-third times the hourly rate of the wage which the employee is receiving at the time.

(4) *Payment for work on certain days.*—When exemption has been granted from the provisions of clauses 6 and 10 of this part, an employer shall pay an employee—

(a) one and a half times the hourly rate of his wage for all time worked after 17h00 on Saturdays and for all time worked on Sundays, Good Friday, Easter Monday, Ascension Day, Settlers Day, Day of the Covenant, Christmas Day, New Year's Day and Republic Day.

(b) one and a half times the hourly rate of his wage, unless otherwise stated in the certificate of exemption, in respect of all time worked on any such other days as may be covered by the annual leave period prescribed in clause 10 of Part II of this Agreement.

(5) Notwithstanding the provisions of subclauses (3) and (4), where in any one week an employee absents himself from work during any or all of the working days, such ordinary hours not worked by the employee may be deducted from the hours of overtime worked and the hours so deducted may be paid for at the employee's ordinary rate of wage: Provided that—

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

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

(iii) overtime up to one hour worked daily from Monday to Friday inclusive shall not be regarded as overtime for the purposes of this subclause.

(6) Any employee who is aggrieved by the application to him of any of the provisions of subclause (5) may appeal to the Council against the decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(7) The provisions of this clause shall not apply to watchmen.

8. TERMINATION OF EMPLOYMENT

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall—

(a) in the case of supervisors, foremen, general foremen and journeymen, give not less than two hours' notice of such termination; and

(b) in the case of all other employees, give not less than one hour's notice of such termination: Provided that this shall not affect the right of an employer or an employee to terminate employment without notice for any cause recognised by law as sufficient or the operation of any forfeitures or penalties which may be applicable in respect of an employee who deserts.

(2) Any journeyman requiring payment of wages due to be made on the day of termination shall give his notice to the employer before 10h00 on the day of termination of his employment, otherwise payment of wages due may in consequence take place the next working day.

(3) The notice period in the case of employees mentioned in subclause (1) (a) shall become operative at the beginning of the last two hours of the working day and the employee shall be permitted during the two hours' notice period to put his tools in working order and thereafter he shall resume and continue his work until the normal finishing time.

(4) The notice period in the case of employees mentioned in subclause (1) (a) shall become operative at the beginning of the last hour of the working day and the employee, other than general employees, semi-skilled employees, drivers of mechanical vehicles and watchmen, shall be permitted during the one-hour notice period to put his tools in working order and thereafter he shall resume and continue his work until the normal finishing time.

	Per uur c
(i) Toesighouers, voormanne, algemene voormanne, skrynerkers, masjienwerkers, saagherstellers, onderhoudswerktuigkundiges en glaswerkers in skrynerwerkinkels	18
(ii) Saers, masjienoppassers, drywers van meganiese hanteeruitrusting en ambagsmansassistenten	9
(iii) Halfgeskoolde werknemers	6½
(iv) Drywers van meganiese voertuie	8
(v) Algemene werknemers	6
(vi) Werknemers in alle ander ambagte of werksaamhede wat nie elders gespesifiseer word nie, uitgesonderd leerlinge, vakleerlinge en kwekelinge	6

(b) Vir alle oortydwerk van meer as een uur per dag wat van Maandag tot Vrydag verrig word en vir alle oortyd wat voor 17h00 op Saterdag gewerk word, een en 'n derde maal die uurloon wat die werknemer op daardie stadium ontvang.

(4) *Betaling vir werk op sekere dae.*—Waar vrystelling van klousule 6 en 10 van hierdie Deel verleen is, moet 'n werkgewer aan 'n werknemer die volgende betaal:

(a) een en 'n half maal sy uurloon vir alle tyd na 17h00 op Saterdag gewerk en vir alle tyd gewerk op Sondag, Goede Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag;

(b) een en 'n half maal sy uurloon, tensy anders in die vrystellingstifikaat vermeld, vir alle tyd gewerk op ander dae ingesluit in die jaarlikse verloftydperk wat in klousule 10 van Deel II van hierdie Ooreenkoms voorgeskryf word.

(5) Ondanks subklousules (3) en (4), as 'n werknemer in 'n bepaalde week gedurende een van al die werkdag van sy werk afwesig is, kan dié gewone ure wat hy nie gewerk het nie, afgetrek word van die ure wat hy oortydwerk verrig het, en vir die ure wat aldus afgetrek is, kan hy volgens sy gewone loon betaal word: Met dien verstande dat—

(i) indien die getal gewone werkeure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal ure wat hy oortydwerk verrig het, hy vir al dié oortydure volgens sy gewone loon betaal kan word;

(ii) as 'n werknemer met die toestemming van sy werkgewer of weens siekte of omstandighede buite sy beheer van sy werk afwesig is, hierdie klousule nie van toepassing is nie, en in so 'n geval moet hy vir die ure wat hy oortydwerk verrig het, betaal word volgens die oortydskaal wat van toepassing is op die ure wat hy oortydwerk verrig het: Met dien verstande dat 'n werkgewer van 'n werknemer 'n mediese stifikaat kan vereis as bewys van die oorsaak van sy afwesigheid; en

(iii) oortydwerk van hoogstens een uur wat daaglik van Maandag tot en met Vrydag verrig word vir die toepassing van hierdie subklousule nie as oortydwerk geag word nie.

(6) 'n Werknemer wat hom veronreg voel vanweë die toepassing op hom van enigeen van die bepalinge van subklousule (5), kan by die Raad appél aanteken teen die beslissing wat op hom toegepas is, en die Raad kan, ná oorweging van die redes wat vir sodanige beslissing voorgelê word, dié beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in só 'n geval gegee behoort te gewees het.

(7) Hierdie klousule is nie op wagte van toepassing nie.

8. DIENSBEÏNDIGING

(1) 'n Werknemer wat sy diens by sy werkgewer wil beëindig, en 'n werkgewer wat die diens van 'n werknemer wil beëindig, moet—

(a) in die geval van toesighouers, voormanne, algemene voormanne en ambagsmanne, minstens twee uur kennis van sodanige beëindiging gee; en

(b) in die geval van alle ander werknemers, minstens een uur kennis van sodanige beëindiging gee: Met dien verstande dat dit nie die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing om 'n regseldige rede te beëindig, of die inwerkingtrekking van verbeurings of boetes wat van toepassing is op werknemers wat dros, mag raak nie.

(2) 'n Ambagsman wat vereis dat die loon wat aan hom verskuldig is, op die dag van diensbeëindiging betaal word, moet voor 10h00 op die dag van diensbeëindiging kennis aan die werkgewer gee, anders kan die loon wat verskuldig is, as gevolg daarvan eers op die volgende werkdag betaal word.

(3) Die kennisgewingstermyn in die geval van werknemers in subklousule (1) (a) vermeld, tree in werking aan die begin van die laaste twee ure van die werkdag, en die werknemer moet gedurende die kennisgewingstermyn van twee uur toegelaat word om sy gereedskap in werkende orde te bring en daarna moet hy sy werk hervat en voortsit tot die gewone uitskeityd.

(4) Die kennisgewingstermyn in die geval van werknemers in subklousule (1) (b) vermeld, tree in werking aan die begin van die laaste uur van die werkdag, en die werknemer, uitgesonderd algemene werknemers, halfgeskoolde werknemers, drywers van meganiese voertuie en wagte, moet gedurende die kennisgewingstermyn van een uur toegelaat word om sy gereedskap in werkende orde te bring en daarna moet hy sy werk hervat en voortsit tot die gewone uitskeityd.

(5) Notwithstanding anything to the contrary contained in this Agreement, termination of employment of a journeyman shall not in any case take place before the normal finishing time on the day stated when giving notice of termination of employment, except in the case of summary dismissal.

9. EMPLOYMENT OF JUVENILES

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

10. ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) (a) No work shall be performed in the Industry by employers and employees during the period stated hereunder.

Between 07h45 on 15 December 1980 and 07h45 on 12 January 1981; except—

(i) in the case of emergency work when the employer must notify the Secretary of the Council in writing within three days of having commenced such overtime and the circumstances necessitating such overtime;

(ii) in the case where the prior written exemption has first been obtained from the Council.

(b) In the case of exemption under paragraph (a) (i) and (ii) hereof the employer concerned shall grant and the employee concerned shall take an equivalent number of working days' leave in an unbroken period ending not later than the 15th day of April following. The dates of such substituted leave shall be notified to the Secretary of the Council, in writing, before the commencement of such leave: Provided that in the event of any of the compulsory public holidays referred to in subclause (2) falling within any period of substituted leave, a further full working day's leave shall be added to such period of leave in respect of each compulsory public holiday falling within such period of leave.

(2) *Payment for public holidays.*—Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays for all employees except watchmen, at not less than their ordinary rate of remuneration as if such employees had, in fact, worked on Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the covenant, Christmas Day and New Year's Day. The provisions of this subclause shall apply, notwithstanding the fact that any of the days referred to herein may fall on a Saturday, Sunday or during the annual leave period.

(3) *Holiday allowance payable to specified employees.*—(a) In addition to any other remuneration to which any employee shall be entitled in terms of Part II of this Agreement, every employer shall pay to every employee an amount equal to a quarter of a week's wage in respect of each completed month of employment with such employer. Any amount paid to an employee in terms of this clause shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(b) In the case of trainees, apprentices, minors, learners, and watchmen in his employ, in respect of the prescribed annual leave period, an employer shall pay an amount equal to the remuneration which he would have received had he worked during such annual leave period. In the case of a trainee, apprentice, minor, learner or watchman, whose contract of employment is terminated prior to the last pay-day preceding the commencement of the annual leave period, the employer shall pay to such trainee, apprentice, minor, learner and watchman an amount of not less than a quarter of the weekly wage in respect of each completed month of employment.

(c) Any amount paid to an employee in terms of paragraph (b) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(4) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of subclause (1) hereof;

(b) undergoing military training in pursuance of the Defence Act, 1957;

(c) absent from work on the instructions or at the request of his employer;

(d) on sick leave in terms of section 21A of the Factories, Machinery and Building Work Act, 1941;

amounting in the aggregate to not more than 10 weeks in respect of paragraphs (a), (c) and (d), plus not more than four months of any period of any military training undergone in that year, and shall be deemed to commence—

(i) in the case of an employee who had, before the coming into operation of the Agreement, become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;

(ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law providing for annual leave applied, but who had not become entitled to leave in terms thereof, from the date on which such employment commenced;

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag die diensbeëindiging van 'n ambagsman nooit plaasvind voor die gewone uitskeityd op die dag wat vermeld word wanneer kennis van diensbeëindiging gegee word nie, behalwe in die geval van summere ontslag.

9. INDIENSNEMING VAN JEUGDIGES

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

10. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) (a) Geen werk mag in die Nywerheid deur werkgewers en werknemers gedoen word gedurende die tydperk hieronder vermeld nie:

Tussen 07h45 op 15 Desember 1980 en 07h45 op 12 Januarie 1981, behalwe—

(i) in die geval van noodwerk, waar die werkgewer die Sekretaris van die Raad binne drie dae skriftelik in kennis moet stel dat sodanige oortydwerk begin het en van die omstandighede wat sodanige oortydwerk noodsaaklik gemaak het;

(ii) waar skriftelike vrystelling vooraf van die Raad verkry is.

(b) In die geval van vrystelling kragtens paragraaf (a) (i) en (ii) hiervan, moet die betrokke werkgewer 'n gelyke getal werkdae verlof in 'n ononderbroke tydperk eindigende voor of op die 15de dag van die volgende April toestaan en moet die betrokke werknemer sodanige verlof neem. Die Sekretaris van die Raad moet voor die begin van sodanige verlof skriftelik van die datums van sodanige vervangde verlof verwittig word: Met dien verstande dat as enigeen van die verpligte openbare vakansiedae in subklousule (2) vermeld, binne 'n tydperk van vervangde verlof val, 'n verdere volle werkdag se verlof gevoeg moet word by sodanige verloftydperk vir elke verpligte openbare vakansiedag wat binne sodanige verloftydperk val.

(2) *Betaling vir openbare vakansiedae.*—Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Geloftedag, Kersdag en Nuwejaarsdag is vakansiedae met besoldiging vir alle werknemers, uitgesonderd wagte, en hulle moet minstens hul gewone besoldiging betaal word asof hulle werklik op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Geloftedag, Kersdag en Nuwejaarsdag gewerk het. Hierdie subklousule is van toepassing selfs al val enigeen van die dae hierin vermeld op 'n Saterdag, Sondag of binne die jaarlikse verloftydperk.

(3) *Vakansietoelae betaalbaar aan sekere werknemers.*—(a) Benewens ander besoldiging waarop 'n werknemer kragtens Deel II van hierdie Ooreenkoms geregtig is, moet elke werkgewer aan elke werknemer een kwart van 'n week se loon betaal vir elke voltooide maand diens by sodanige werkgewer. Die bedrag wat kragtens hierdie klousule aan 'n werknemer betaal word, moet bereken word volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het, of sy diens beëindig is, na gelang van die geval.

(b) 'n Werkgewer moet aan kwekelinge, vakleerlinge, minderjariges, leerlinge en wagte in sy diens, vir die voorgeskrewe jaarlikse verloftydperk die besoldiging betaal wat hy sou ontvang het as hy gedurende sodanige jaarlikse verloftydperk gewerk het. 'n Werkgewer moet aan kwekelinge, vakleerlinge, minderjariges, leerlinge en wagte wie se dienskontrak beëindig word voor die laaste betaaldag voor die begin van die jaarlikse verloftydperk minstens een kwart van die weekloon betaal vir elke voltooide maand diens.

(c) Die bedrag wat kragtens paragraaf (b) aan 'n werknemer betaal word, moet bereken word volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval.

(4) By die toepassing van hierdie klousule word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer—

(a) kragtens subklousule (1) hiervan met verlof afwesig is;

(b) militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan;

(c) op las of op versoek van sy werkgewer van die werk afwesig is;

(d) met siekteverlof is kragtens artikel 21A van die Wet op Fabriek, Masjinerie en Bouwerk, 1941;

vir altesaam hoogstens 10 weke ten opsigte van paragrawe (a), (c) en (d), plus hoogstens vier maande van die tydperk van militêre opleiding wat in daardie jaar ondergaan is, en word geag te begin—

(i) in die geval van 'n werknemer wat ingevolge enige wet op verlof geregtig geword het voordat hierdie Ooreenkoms van krag word, vanaf die datum waarop sodanige werknemer laas op verlof kragtens sodanige wet geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die inwerkingtreedingsdatum van hierdie Ooreenkoms in diens was en op wie enige wet wat vir jaarlikse verlof voorsiening maak, van toepassing was, maar wat nie daarkragtens op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens begin het;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into operation of this Agreement, whichever is the later.

(5) the remuneration in respect of annual leave referred to in subclause (1) hereof shall be paid to the employees by their employers on the last pay-day prior to the commencement of the annual leave period.

(6) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer and to whom the period of leave referred to in subclause (1) thereof has accrued, but was not granted shall, upon such termination, be paid—

(a) his full wage in respect of any period of leave which has accrued to him, but was not granted before the date of termination of employment; and

(b) a quarter of his week's wage in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of subclause (1) hereof, or in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

11. COUNCIL EXPENSES

(1) For the purpose of meeting the expenses of the Council, every employer shall each week pay to the Secretary of the Council the following:

(a) An amount of 10c in respect of each employee employed by him and for whom wages are prescribed in clause 4 (1) (a) (iv), (vii), (viii) and (xi). An employer may deduct from the wages of each such employee an amount of 7c for such week;

(b) an amount of 4c in respect of each employee employed by him and for whom wages are prescribed in clause 4 (1) (a) (i), (ii), (iii), (v), (vi), (ix) and (xiii) of Part II of this Agreement. An employer may deduct from the wages of each such employee an amount of 2c for such week.

(2) Where an employer did not employ any employees as specified in subclause (1) (a) hereof during any week, such employer shall in addition to the amount payable in terms of subclause (1) (b) pay an amount of R1 each week to the Secretary of the Council. Such payment shall be made not later than the seventh day of the month following the month in which the weeks occurred, and details of such payments shall be reflected on the form referred to in clause 15 of Part II of this Agreement.

(3) 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.

12. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The employers to whom the provisions of Part II of this Agreement apply, shall contribute to the National Development Fund referred to in clause 36 of Part I in the following manner:

Each employer shall pay to the Secretary of the Council an amount of 7c in respect of each employee and in respect of each week during which an employee for whom wages are prescribed in clause 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (xiii) of Part II of this Agreement, was employed by him. Such payment shall be made not later than the seventh day of the month following that in which the employees were employed. Details of such payments shall be reflected on the form referred to in clause 15 of Part II of this Agreement.

(2) The Council shall each month pay over to the said National Development Fund the total amount of contributions collected by it in terms of subclause (1) hereof, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

13. EMPLOYERS' ORGANISATION LEVY

(1) The Council having agreed to the collection of an employers' organisation levy in terms of clause 33 of Part I of this Agreement, the employers to whom the provisions of Part II of this Agreement apply and who are members of the employers' organisation shall contribute to the employers' organisation in the following manner:

Every employer shall pay to the Secretary of the Council an amount of 14c 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), (vii), (viii), (ix) and (xiii).

(2) Details of the payment referred to in subclause (1) shall be reflected on the form referred to in clause 15 of Part II of this Agreement.

(3) The Council shall each month pay to the Port Elizabeth Master Builders' and Allied Trades Association the total amount of contributions collected by it in terms of subclause (1) hereof, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(iii) in die geval van alle ander werknemers, vanaf die datum waarop sodanige werknemer in sy werkgever se diens getree het, of vanaf die datum waarop hierdie Ooreenkoms in werking tree, naamlik die jongste datum.

(5) Die werkgever moet die besoldiging vir jaarlikse verlof in subklousule (1) hiervan vermeld, op die laaste betaaldag voor die begin van die jaarlikse verloftydperk aan sy werknemers betaal.

(6) 'n Werknemer wie se dienskontrak beëindig word in die eerste of enige daaropvolgende jaar diens by dieselfde werkgever en vir wie die verloftydperk in subklousule (1) hiervan vermeld, opgeloo het, maar aan wie dit nie toegestaan is nie, moet by sodanige diensbeëindiging die volgende betaal word:

(a) Sy volle loon vir enige verloftydperk wat vir hom opgeloo het maar nie voor die datum van diensbeëindiging toegestaan is nie; en

(b) een kwart van sy weekloon vir elke voltooide maand diens by die werkgever na die datum waarop hy laas op verlof kragtens subklousule (1) hiervan geregtig geword het, of, in die geval van 'n werknemer wat minder as 12 maande in diens was, na die datum waarop sy diens begin het.

11. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever elke week aan die Sekretaris van die Raad die volgende betaal:

(a) 10c vir elke werknemer in sy diens vir wie lone in klousule 4 (1) (a) (iv), (vii), (viii) en (xi) voorgeskryf word. 'n Werkgever kan 7c van die loon van so a werknemer vir sodanige week aftrek;

(b) 4c vir elke werknemer in sy diens vir wie lone in klousule 4 (1) (a) (i), (ii), (iii), (v), (vi), (ix), en (xiii) van Deel II van hierdie Ooreenkoms voorgeskryf word. 'n Werkgever kan 2c van die loon van so 'n werknemer vir sodanige week aftrek.

(2) Waar 'n werkgever nie werknemers soos in subklousule (1) (a) hiervan vermeld, gedurende 'n week in diens gehad het nie, moet sodanige werkgever, benewens die bedrag wat ingevolge subklousule (1) (b) betaalbaar is, R1 elke week aan die Sekretaris van die Raad betaal. Sodanige betaling moet geskied voor of op die sewende dag van die maand wat volg op die maand waarin die wêre voorgekom het, en besonderhede van sodanige betalings moet vermeld word op die vorm in klousule 15 van Deel II van hierdie Ooreenkoms vermeld.

(3) 'n Werkgever wat versuim om die werklike bedrag te betaal wat elke week ingevolge hierdie klousule verskuldig is, moet 10 persent van die verskil tussen die verskuldigde bedrag en die bedrag wat werklik betaal is, betaal benewens die bedrag wat hy te min betaal het.

12. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Die werkgevers op wie Deel II van hierdie Ooreenkoms van toepassing is, moet op die volgende wyse bydra tot die Nasionale Ontwikkelingsfonds wat in klousule 36 van Deel I bedoel word:

Elke werkgever moet 7c aan die Sekretaris van die Raad betaal vir elke werknemer en vir elke week waarin 'n werknemer vir wie lone in klousule 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) en (xiii) van Deel II van hierdie Ooreenkoms voorgeskryf word, by hom in diens was. Sodanige betaling moet geskied voor of op die sewende dag van die maand wat volg op dié waarin die werknemers in diens was. Besonderhede van sodanige betalings moet gegee word op die vorm in klousule 15 Deel II van hierdie Ooreenkoms vermeld.

(2) Die Raad moet elke maand aan genoemde Nasionale Ontwikkelingsfonds die totale bedrag betaal van bydraes deur hom ingevolge subklousule (1) hiervan ingevorder, min invorderingsgeld van 2½ persent, welke bedrag aan die algemene fondse van die Raad toeval.

13. HEFFING VIR WERKGEWERSORGANISASIE

(1) Aangesien die Raad oor die invordering van 'n heffing vir die werkgeversorganisasie ingevolge klousule 33 van Deel I van hierdie Ooreenkoms ooreengekom het, moet die werkgevers op wie Deel II van hierdie Ooreenkoms van toepassing is en wat lede is van die werkgeversorganisasie, op die volgende wyse tot die werkgeversorganisasie bydra:

Elke werkgever moet aan die Sekretaris van die Raad 'n bedrag van 14c per week betaal, ten opsigte van elkeen van sy werknemers vir wie lone in Klousule 4 (1) (a) (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) en (xiii) voorgeskryf word.

(2) Besonderhede van die betaling in subklousule (1) vermeld, moet verstrek word op die vorm in klousule 15 van Deel II van hierdie Ooreenkoms vermeld.

(3) Die Raad moet elke maand aan die Port Elizabeth Master Builders' and Allied Trades Association die totale bedrag betaal van bydraes deur hom ingevolge subklousule (1) hiervan ingevorder, min invorderingsgeld van 2½ persent, welke bedrag aan die algemene fondse van die Raad toeval.

14. TRADE UNION SUBSCRIPTIONS

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

(2) Every employer who is a member of the employers' organisation shall deduct the amounts of subscriptions payable to the trade unions which are parties to this Agreement, in respect of each week or part of a week of employment from the weekly wages of each employee who is a member of any of the trade unions and for whom wages are prescribed in clause 4 (1) (a) (vii); (viii) and (xi).

(3) Every employer shall pay the amounts deducted in terms of subclause (2) hereof to the Secretary of the Council not later than the seventh day of the month following the month in which the deductions were made. Details of such payments shall be reflected on the form referred to in clause 15 of Part II of this Agreement and the provisions of clause 34 (4), (5) and (6) of Part I of this Agreement shall *mutatis mutandis* apply, in respect of the payments to the trade unions concerned.

15. EMPLOYMENT RETURN FORMS

(1) Every employer who is a member of the employers' organisation and to whom Part II of this Agreement apply, shall submit a form to the Secretary of the Council showing the full names, identity number, the name of the trade union of which any employee for whom deductions have been made in terms of clause 14 of Part II of this Agreement is a member, and the trade union number of such person. The form shall also reflect the details of the amounts paid to the Secretary of the Council in terms of clauses 11, 12 and 13 of Part II of this Agreement, and such form shall be in the manner set out by the Council from time to time, and obtainable from the Secretary of the Council.

(2) Every employer, other than employers referred to in subclause (1) hereof, shall submit a form showing the full names and identity number of each employee in his employ for whom wages are prescribed in clause 4 (1) (a) (iv), (vii), (viii) and (xi) and details of the amounts paid to the Secretary of the Council in terms of clauses 11 and 12 of Part II of this Agreement, and such form shall be in the manner set out by the Council from time to time, and obtainable from the Secretary of the Council.

(3) Every employer to whom the provisions of Part II of this Agreement apply, 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.

(4) Where an employer to whom the provisions of Part II of this Agreement apply did not employ any employees as specified in subclauses (1) and (2) 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.

16. REST INTERVAL

Every employer shall grant to each of his employees other than mechanical vehicle drivers and watchmen, a rest interval of not less than fifteen minutes at as nearly as possible in the middle of each first work period of a day and such intervals shall be deemed to be part of the ordinary hours of work.

17. STORAGE AND PROVISIONS OF TOOLS

(1) (a) An employer shall insure the tools of an employee against fire and/or theft, the maximum liability to be R150 in respect of each employee.

(b) If an employee loses his tools as a result of fire and/or theft, the employer shall pay to the employee the value of tools lost, the maximum liability being as laid down in paragraph (a).

(2) (a) When an employee is sent by the employer to work away from the workshop where he is normally employed, the employer shall provide a lock-up on such job for the locking up of the employee's tools at any time. This shall not apply to jobbing.

(b) For the purposes of this subclause, "jobbing" means a job of not more than three working days' duration.

(3) An employer shall be responsible for keeping lock-ups properly and/or securely locked outside normal working hours.

(4) (a) The provisions of subclause (1) shall not apply in respect of an employee unless tools are stored in his tool box which must be capable of being securely locked at all times, and further in the case of an employee referred to in subclause (2), unless the tool box is placed in the lock-up. Provided that the placing by an employee in workshops and/or lock-ups of

14. BYDRAES TOT VAKVERENIGINGS

(1) Aangesien die Raad ingestem het om vakverenigingsledegeld in te vorder van werknemers wat lede is van die vakverenigings, moet die Raad sodanige bydraes invorder in ooreenstemming met die prosedure in hierdie klousule uiteengesit.

(2) Elke werkgever wat lid is van die werkgewersorganisasie moet die bydraes vir elke week of gedeelte van 'n week diens betaalbaar aan die vakverenigings wat partye by hierdie Ooreenkoms is, aftrek van die weekloon van elke werknemer wat lid is van enigen van die vakverenigings en vir wie lone in klousule 4 (1) (a) (vii); (viii) en (xi) voorgeskryf word.

(3) Elke werkgever moet die bedrae ingevolge subklousule (2) hiervan, afgetrek, aan die Sekretaris van die Raad betaal voor of op die sewende dag van die maand wat volg op die maand waarin die afrekkings gedoen is. Besonderhede van sodanige betalings moet verstrek word op die vorm in klousule 15 van Deel II van hierdie Ooreenkoms vermeld en die bepalinge van klousule 34 (4), (5) en (6) van Deel I van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op die betalings aan die betrokke vakverenigings.

15. DIENSOPGAWEVORMS

(1) Elke werkgever wat lid is van die werkgewersorganisasie en op wie Deel II van hierdie Ooreenkoms van toepassing is, moet 'n vorm by die Sekretaris van die Raad indien wat die volgende besonderhede toon: Die volle name, identiteitsnommer, die naam van die vakvereniging waarvan 'n werknemer vir wie bedrae ingevolge klousule 14 van Deel II van hierdie Ooreenkoms afgetrek word, lid is en die vakverenigingsnommer van sodanige persoon. Die vorm moet ook besonderhede toon van die bedrae wat ingevolge klousules 11, 12 en 13 van Deel II van hierdie Ooreenkoms aan die Sekretaris van die Raad betaal is, en sodanige vorm moet opgestel wees op die wyse wat die Raad van tyd tot tyd voorskryf en is by die Sekretaris van die Raad verkrygbaar.

(2) Elke werkgever, uitgesonderd werkgewers in subklousule (1) hiervan vermeld, moet 'n vorm indien wat die volgende toon: Die volle name en identiteitsnommer van elke werknemer, in sy diens vir wie 'n loon in klousule 4 (1) (a), (iv), (vii), (viii) and (xi) voorgeskryf word, en besonderhede van die bedrae wat ingevolge klousules 11 en 12 van Deel II van hierdie Ooreenkoms aan die Sekretaris van die Raad betaal is, en sodanige vorm moet opgestel wees op die wyse wat die Raad van tyd tot tyd voorskryf en is van die Sekretaris van die Raad verkrygbaar.

(3) Elke werkgever op wie Deel II van 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 en is van die Sekretaris van die Raad verkrygbaar.

(4) Waar 'n werkgever op wie Deel II van hierdie Ooreenkoms van toepassing is, nie werknemers soos in subklousules (1) en (2) hiervan gespesifiseer gedurende 'n maand in diens gehad het nie, moet sodanige werkgever nogtans 'n vorm voor die sewende dag van die volgende maand indien met die woorde "geen werknemers" oor die vorm geskryf.

16. RUSPOUSE

Elke werkgever moet aan elk van sy werknemers, uitgesonderd drywers van meganiese voertuie en wagte, 'n ruspouse toestaan van minstens 15 minute so na moontlik aan die middel van elke eerste werktydperk van 'n dag, en sodanige pouse word geag deel van die gewone werkure uit te maak.

17. BEWARING EN VERSKAFFING VAN GEREEDSKAP

(1) (a) 'n Werkgever moet die gereedskap van 'n werknemer teen brand en/of diefstal verseker. Die maksimum aanspreeklikheid is R150 vir elke werknemer.

(b) Indien 'n werknemer sy gereedskap as gevolg van brand en/of diefstal verloor, moet die werkgever die waarde van die verlore gereedskap aan die werknemer uitbetaal en is die werkgever se maksimum aanspreeklikheid soos in paragraaf (a) bepaal.

(2) (a) Wanneer 'n werkgever 'n werknemer stuur om te gaan werk op 'n plek weg van die werkwinkel waar hy gewoonlik in diens is, moet die werkgever by so 'n werkplek 'n toesluitplek verskaf waar die werknemer sy gereedskap te eniger tyd kan wegsluit. Dit geld nie vir loswerk nie.

(b) Vir die toepassing van hierdie subklousule, beteken "loswerk" werk wat hoogstens drie werkdade duur.

(3) 'n Werkgever is daarvoor verantwoordelik om toesluitplekke buite gewone werkure behoorlik en/of veilig toegesluit te hou.

(4) (a) Subklousule (1) geld nie vir 'n werknemer nie tensy hy, sy gereedskap bêre in sy gereedskapkissie wat altyd behoorlik toegesluit kan word, en voorts, in die geval van 'n werknemer in subklousule (2) vermeld, tensy die gereedskapkissie in die toesluitplek neergesit word. Met dien verstande dat as 'n werknemer gereedskap wat vanweë hul lengte, vorm en grootte of enige ander dergelike eienskap normaalweg nie in

tools which are not normally stored in tool boxes by reason of their length, shape, size, or any other similar feature, shall be deemed to be in compliance with this paragraph, and, in the event of such tools being lost by theft, an employee shall not, by reason of the fact that he had not placed and locked such tools in a tool box, be deprived of his rights and privileges in terms of this clause.

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

(5) For the purposes of this clause, the term "workshop" shall include a factory as defined in section 3 of the Factories, Machinery and Building Work Act (Act 22 of 1941).

(6) Employers shall provide in the case of:

(a) *Joiners*.—All cramps, hand screws, glue brushes, wrenches, crow-bars, augers and bits over 30 cm long and all hammers over 1,5 kg, hacksaw blades and saws for cutting asbestos.

(b) *Painters and glaziers*.—All tools except putty knives, glass cutters, dusters and paperhangers' brushes and scissors.

18. PROHIBITION OF PRIVATE TRANSPORT

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

Signed on behalf of the parties at Port Elizabeth this 7th day of August 1980.

ALAN DE KOCK, Chairman.

I. JONKER, Member of the Council.

V. H. LE ROUX, Secretary.

gereedskap kassies gebêre word nie, in werkwinkels en/of toesluitplekke neersit, daar geag word dat hierdie paragraaf nagekom is en ingeval sodanige gereedskap verlore raak as gevolg van diefstal, word so 'n werknemer nie sy regte en voorregte ingevolge hierdie klousule ontnem vanweë die feit dat hy sodanige gereedskap nie in 'n gereedskap kassie gebêre en weggesluit het nie.

(b) Behoudens die voorbehoudsbepaling hierbo genoem, is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskap kassie te bêre en sodanige gereedskap kassie behoorlik toegesluit te hou.

(5) Vir die toepassing van hierdie klousule omvat die uitdrukking "werkwinkel" 'n fabriek soos omskryf in artikel 3 van die Wet op Fabriek, Masjinerie en Bouwerk (Wet 22 van 1941).

(6) Werkgewers moet die volgende verskaf aan:

(a) *Skrynwerkers*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en boorpunte langer as 30 cm en alle hammers swaarder as 1,5 kg, ystersaaglemme en sae vir die sny van asbes.

(b) *Verwers en glaswerkers*.—Alle gereedskap, uitgesonderd stopverfmesse, glassnyers, stoffers en plakkerskwaste en skêre.

18. VERBOD OP PRIVAATVERVOER

Geen werkgever mag dit as diensvoorwaarde stel dat 'n werknemer sy motor of ander voertuig in verband met die werkgever se besigheid moet gebruik nie.

Namens die partye op hede die 7de dag van Augustus 1980, te Port Elizabeth onderteken.

ALAN DE KOCK, Voorsitter.

I. JONKER, Lid van die Raad.

V. H. LE ROUX, Sekretaris.

No. R. 2218

31 October 1980

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BUILDING INDUSTRY, PORT ELIZABETH

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. 2217 of 31 October 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.

No. R. 2218

31 Oktober 1980

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOUNYWERHEID, PORT ELIZABETH

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermentskennisgewing R. 2217 van 31 Oktober 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 bepalinge van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

MEMOIRS OF THE BOTANICAL SURVEY OF SOUTH AFRICA

The memoirs are individual treatises usually of an ecological nature, but sometimes taxonomic or concerned with economic botany. Thirty-nine numbers have been published, some of which are out of print.

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