



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2785

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 2785

Registered at the Post Office as a Newspaper

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 166]

PRETORIA, 27 APRIL 1979

[No. 6418

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 855 27 April 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, WORCESTER.—MAIN AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1982, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (2), 10 (1) and (2), 15 (6), 30, 31, 33 (4) (c), 35, 36, 37 and 41, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1982, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Worcester; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Worcester and with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1982, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 6 (2), 10 (1) and (2), 15, 23 (5) (b), 30, 31, 33 (1) (b), 33 (4), 35, 36, 37 and 41, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

8135—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 855 27 April 1979

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, WORCESTER.—HOOF-OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1982 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (2), 10 (1) en (2), 15 (6), 30, 31, 33 (4) (c), 35, 36, 37 en 41, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1982 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrostdistrik Worcester; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 6 (2), 10 (1) en (2), 15, 23 (5) (b), 30, 31, 33 (1) (b), 33 (4), 35, 36, 37 en 41, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1982 eindig, in die landdrostdistrik Worcester *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

6418—1

No. R. 856

27 April 1979

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BUILDING INDUSTRY, WORCESTER

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice R. 855 of 27 April 1979, 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 Labour.

SCHEDULE

WORCESTER BUILDING INDUSTRIAL COUNCIL

AGREEMENT

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

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

Building Workers' Union

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

being the parties to the Worcester Building Industrial Council.

1. SCOPE OF APPLICATION

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

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

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

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

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

(d) 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;

(e) not apply to general foremen.

(3) The provisions of clauses 26, 29 (1), 40 and 42 shall not apply to employees engaged on unskilled work.

(4) The provisions of clauses 19 and 33 shall not apply to foremen who are not employed in factories and workshops.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Act, and shall remain in force for a period of three years, or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

No. R. 856

27 April 1979

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOUNYWERHEID, WORCESTER

Ek, Stephanus Petrus Botha, Minister van Arbeid, 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. 855 van 27 April 1979, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, WORCESTER

OOREENKOMS

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

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

Building Workers' Union

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

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

1. TOEPASSINGSBESTEK

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

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

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

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

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

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

(e) nie van toepassing op algemene voormanne nie.

(3) Klousules 26, 29 (1), 40 en 42 is nie van toepassing op werknemers wat ongeskoolde werk verrig nie.

(4) Klousules 19 en 33 is nie van toepassing op voormanne wat nie in fabriek en werkwinkels werksaam is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoeining, 1956;

"vakleerling" 'n werknemer wat diens doen ooreenkomstig 'n skriftelike leerkontrak wat geregistreer is ingevolge die Wet op Vakleerlinge, 1944, en omvat dié 'n werknemer wat in diens is gedurende die proeftydperk in dié Wet toegelaat;

"artisan" means any person who has completed at least four years of practical training in a specific trade or who has completed a contract of artisan learnership in terms of clause 12, or who has completed the apprenticeship contract and who has not passed the prescribed trade test in terms of the Apprenticeship Act, 1944, and who is registered in terms of clause 8;

"artisans' work" means employment in any one or more of the trades or subdivisions thereof enumerated under the definition of "Building Industry" but excluding operatives' work and brushhand's work as defined in this Agreement;

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

"brushhand" means an employee over the age of 21 who is employed in the application on all surfaces of primer, filler coats or undercoats and the application of first coats thereon, and the application of any lime-based coatings on all surfaces, including final coats, and who is registered in terms of clause 9;

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

"Building Industry" or "Industry" means the Industry in which employers and employees are associated for the purpose of—

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

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

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

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

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

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

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

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

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

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire protection installation and the making and fitting of plumbing fixtures from sheet metal;

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

"ambagsman" 'n persoon wat minstens vier jaar praktiese opleiding in 'n spesifieke ambag voltooi het of wat 'n ambagsmanleerkontrak ooreenkomstig klousule 12 voltooi het of wat die leerkontrak voltooi het en wat nie in die voorgeskrewe ambagstoets ingevolge die Wet op Vakleerlinge, 1944, geslaag het nie en wat ooreenkomstig klousule 8 geregistreer is;

"ambagswerk" werk in een of meer van die ambagte of onderafdelings daarvan wat in die omskrywing van "Bounywerheid" genoem word, maar uitgesonderd werksmanne se werk en 'n grofskilder se werk soos in hierdie Ooreenkoms omskryf;

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

"grofskilder" 'n werknemer bo die ouderdom van 21 jaar wat in diens is om grond-, stryksel- of onderlae aan alle oppervlakke aan te wend en eerste lae daarop aan te wend en om deklare met 'n kalkbasis aan alle oppervlakke aan te wend, insluitende finale lae, en wat ooreenkomstig klousule 9 geregistreer is;

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

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

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

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

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

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

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

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

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

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

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

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandbeskermingsinstallasie en die maak en aanbring van loodgiesterstoebehore, uit plaatmetaal;

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

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

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

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

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

"craftsman" means an artisan who is registered with the Council in terms of clause 7;

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

"Council" means the Worcester Building Industrial Council, deemed to have been registered in terms of section 19 of the Act;

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

"emergency work", without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work prescribed in clause 19 and which is necessary to ensure the health or safety of the public and/or the safety of property or the carrying on of any other industry or any work which owing to causes such as fire, storm, flood or accident or act of violence, must be performed without delay;

"employer" means any person whatsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whatsoever in any manner to assist him in the carrying on or conducting of his business and "employ" and "employment" have corresponding meanings;

"foreman" means an employee who—

- (a) is employed in a supervisory capacity, but who may also be doing the work of an artisan; and
- (b) gives out work to other employees under his control and supervision; and
- (c) maintains discipline;
- (d) is directly responsible to a general foreman or the employer or the employer's authorised representative for efficiency and production on site; and
- (e) earns R390 or more per month;

"general foreman" means an employee who gives out work to and directly co-ordinates and supervises those categories of employees covered by this Agreement and whose duties *inter alia* may encompass all or any of the following:

- (a) Supervision;
- (b) taking charge of a contract or contracts;
- (c) maintenance of discipline;
- (d) responsibility to the employer for efficiency and production on site(s);
- (e) performing the work of an artisan, whether in an instructional capacity or otherwise;

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

"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 22, 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;

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

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

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

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

"vakman" 'n ambagsman wat ooreenkomstig klousule 7 by die Raad geregistreer is;

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

"Raad" die Nywerheidsraad vir die Bounywerheid, Worcester, wat geag word geregistreer te wees ingevolge artikel 9 van die Wet;

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

"noodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werkure soos in klousule 19 voorgeskryf, verrig kan word nie en wat nodig is ten einde die gesondheid of veiligheid van die publiek en/of die veiligheid van eiendom of die beoefening van enige ander nywerheid of enige werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of geweld daad sonder versuim verrig moet word;

"werkgewer" enige persoon hoegenaamd wat enige persoon in diens het of aan hom werk verskaf, en wat daardie persoon beloon, of uitdruklik of stilswyend onderneem om hom te beloon, of wat enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te drywe; en het "in diens hê", "in diens neem" en "diens" ooreenstemmende betekenisse;

"voorman" 'n werknemer wat—

- (a) in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan doen; en
- (b) werk aan ander werknemers onder sy beheer en toesig uitdeel; en
- (c) dissipline handhaaf;
- (d) regstreks aan 'n algemene voorman of die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein; en
- (e) R390 of meer per maand verdien;

"algemene voorman" 'n werknemer wat werk uitdeel aan die klasse werknemers wat deur hierdie Ooreenkoms gedek word en wat dié werk regstreks koördineer en daarvoor toesig hou, en wie se pligte onder ander al of enige van die volgende insluit:

- (a) Toesighouding;
- (b) hantering van 'n kontrak of kontrakte;
- (c) handhawing van dissipline;
- (d) verantwoordelikheid aan die werkgewer vir doeltreffendheid en produksie op die terrein(e);
- (e) verrigting van die werk van 'n ambagsman, hetsy in 'n hoedanigheid van instrukteur of andersins;

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

"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 22 neergelê, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

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

"learner artisan" means an employee of the age of 21 years and over serving under a written contract of learnership approved and registered by the Council in terms of clause 12;

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

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

"operative" means an employee over the age of 21 who, with the prior written approval of the Council, is employed on any or all of the following activities:

A. In the Bricklaying and/or Plastering trades

- (1) Building walls of blocks between steel or concrete columns;
- (2) building of manholes;
- (3) drainlaying;
- (4) laying of precast surface channels;
- (5) laying of precast concrete slabs or brick on flat paving in stretcher bond, including bedding and jointing but excluding setting out;
- (6) pointing and jointing;
- (7) random stone walling other than part of a building or structure;
- (8) rough brick work between steel or concrete columns;
- (9) fixing of metal lathing;
- (10) floating of concrete;
- (11) laying on of mortar on walls by hand or machine;
- (12) operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and other machinery;
- (13) laying to jigs or guides of blocks bedded in mortar or mastic where no artisans' tools are used;
- (14) operating portable grinding and similar machines;
- (15) spraying of acoustic material;
- (16) stopping of joints in moulds for precasting;
- (17) stripping and setting up of moulds for casting;
- (18) use of tyrolean and similar machines;
- (19) floating up of concrete panels and walls in moulds at the factory for prefabricated building units.

B. In the Joinery, Woodmachining, Shop, Office and Bank Fittings, Carpentry and Woodworking Trades

- (1) Cramping frames, doors and tops;
- (2) cutting of wedges;
- (3) repetitive drilling of holes by machine;
- (4) feeding of cross-cut machines, excluding mitres and bevels;
- (5) assembling of pre-cut components for remaking, repairing and renovating of form-work panels;
- (6) assembling of stock standard pattern doors, such as flush panelled doors, frame braced and ledged pattern doors and single light panel doors;
- (7) operating end trimming saws, only if article is cradle mounted or jigged;
- (8) in charge of stripping of shuttering;
- (9) feeding materials to manually fed woodworking machines in workshops, excluding spindle and surfacer;
- (10) feeding materials to mechanically fed woodworking machines;
- (11) fixing of glazing beads and flats;
- (12) gluing and fixing edging to shelves and flat board mass-produced in workshop;
- (13) nailing backs to fittings;
- (14) nailing up drawers and trays (including bottoms) by nailing machine in workshop;
- (15) facing framing with boards in workshop;
- (16) operating automatic press;
- (17) operating door or sash clamps;
- (18) operating drum or belt sanders;
- (19) operating edge trimming machines;
- (20) sandpapering counter tops and similar surfaces;
- (21) framing with corrugated fasteners;
- (22) fixing of cork or other insulating materials;
- (23) laying of floors, excluding strip floors and wood block floors, but including wood mosaic floors;
- (24) placing joists, excluding setting levels;
- (25) morticing or drilling of doors for locks in the workshop;
- (26) fixing of wall covering or similar materials to shelves, counter tops, panels, etc.;

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

"leerlingambagsman" 'n werknemer van 21 jaar en ouer wat diens doen ingevolge 'n skriftelike leerkontrak wat deur die Raad ooreenkomstig klousule 12 goedgekeur en geregistreer is;

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

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

"werksman" 'n werknemer wat ouer is as 21 jaar en wat met die voorafverkreë goedkeuring van die Raad vir enigeen van of al die volgende werksaamhede gebruik word:

A. In die Ambagte Messelwerk en/of Pleisterwerk

- (1) Mure van blokke bou tussen staal- of betonsuile;
- (2) bou van mangate;
- (3) lê van riole;
- (4) lê van voorafgegiete grondgeute;
- (5) lê van voorafgegiete betonblaaië of stene op plat plaveisel in strykverband, met inbegrip van bedding en voegstryking maar nie uitlê nie;
- (6) voegvulling en voegstryking;
- (7) klipmure wat nie deel van 'n gebou of bouwerk uitmaak nie met ongelaagde ruklip oprig;
- (8) rusteenwerk tussen staal- of betonsuile;
- (9) aanbring van plaatgaaswerk;
- (10) afstryking van beton;
- (11) dagha met die hand of masjien aan mure aanbring;
- (12) bediening van 'n Mall en Biax of 'n soortgelyke tipe verplaasbare skuurmasjien, buigsame sny-, afwerk- en ander masjien;
- (13) die lê volgens setmaat of leirame van blokke in dagha- of mastiklaag waarby die gereedskap van 'n ambagsman nie gebruik word nie;
- (14) bediening van verplaasbare slypmasjiene en soortgelyke masjien;
- (15) spuitskilderwerk aan akoestiek materiaal;
- (16) opvul van voë in vorms vir voorafgieting;
- (17) uitmekaarhaal en oprigting van vorms vir gieting;
- (18) gebruik van Tirolse en soortgelyke masjien;
- (19) afstryking van betonpanele en -mure in vorms by die fabriek vir voorafvervaardigde bou-eenhede.

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

- (1) Kosyne, deure en blaaië klamp;
- (2) wie saag;
- (3) gate by herhaling met 'n masjien boor;
- (4) dwarssneemasjiene voer, behalwe versteke en sweie;
- (5) inmeekaarsit van voorafgesnyde komponente vir die hernuwing, herstel en opknapping van panele vir bekisting;
- (6) inmeekaarsit van tipe deure van standaardpatrone, soos vlakpaneeldeure, plankdeure met verspande en geklampte raamwerk (Z-plankdeure) en enkelligpaneeldeure;
- (7) entafwerksaag bedien, slegs indien die artikel in 'n raamwerk of setmaat gemonteer is;
- (8) belas wees met die uitmekaarhaal van bekisting;
- (9) materiaal voer in handgevoerde houtwerkmasjiene in werkwinkels, uitgesonderd houtfrees- en vlakskaafmasjiene;
- (10) materiaal in meganies gevoerde houtwerkmasjiene voer;
- (11) aanbring van ruitkraallyste en plat lyste;
- (12) vaslym en aanbring van omranding aan rakke en platbord wat in massa in werkwinkels geproduseer word;
- (13) agervlakke van toebehore vasspyker;
- (14) laaie en bakke (met inbegrip van bome) aanmekeer spyker met spykermasjiene in werkwinkel;
- (15) plankvlakke op rame in werkwinkel aanbring;
- (16) outomatiese pers bedien;
- (17) deur- of vensterklampe bedien;
- (18) rol- of bandskuurders bedien;
- (19) randafwerkmasjiene bedien;
- (20) toonbankblaaië en soortgelyke vlakke met skuurpapier skuur;
- (21) raamwerk met kartelkramme;
- (22) aanbring van kurk- of ander isoleermateriaal;
- (23) lê van vloere, met uitsondering van strook- en blokkiesvloere, maar met inbegrip van houtmosaëkvloere;
- (24) balke plaas maar nie vlakke bepaal nie;
- (25) deure in die werkwinkel vir slotte tap of boor;
- (26) aanbring van muurbedekking of soortgelyke materiale aan rakke, toonbankblaaië, panele, ens.;

- (27) nailing stiffening battens to ceiling boards in predetermined positions in a jig or guide under supervision;
- (28) fixing waterproof sheeting;
- (29) fixing of steel spring clips to aluminium cover strips;
- (30) operating a power driven grinding machine on metal or filling by hand;
- (31) assembling metal windows;
- (32) using glazing sprigg guns in workshop;
- (33) drilling or punching metal by hand or power machine under supervision;
- (34) bending or body forming of metal by machine; and
- (35) brazing or welding in workshop where jig or welding machine is used.

C. In the Plumbing Trade

- (1) Assembling and fitting of lead, copper and plastic piping for waste, soil, water (hot and cold), central heating, cooling, fire, gas and similar installations—when assembled and fitted in workshop in mass produced units for housing;
- (2) assembling on site and fixing of asbestos, galvanised iron and plastic gutters and downpipes, excluding downpipes in columns;
- (3) bending and/or body forming by machine;
- (4) brazing and welding in workshop where jig or welding machine is used;
- (5) jointing to asbestos and metal gutters;
- (6) riveting of side laps to metal sheeting and flashings.

D. In the Painting and Glazing Trade

- (1) Composition wall covering by machine;
- (2) frosting;
- (3) knotting or priming;
- (4) applying powder distemper, excluding first and final coats;
- (5) applying first coats to shop primed work;
- (6) priming to all surfaces;
- (7) application of anti-corrosive paints to structural steel work and tanking;
- (8) sizing and/or oiling.

"operative" work" means employment in any one or more of the operations or subdivisions thereof enumerated under the definition of "operative";

"overtime" means all time worked outside or in excess of the ordinary hours of work prescribed in clause 19 (1);

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

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

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

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

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

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

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

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

"task work" means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of the wages prescribed in clause 22;

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

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

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

(b) the operations referred to under the definition of "operative";

- (27) versterkstrokke in vooraf bepaalde posities in 'n setmaat of leiraam onder toesig aan plafonplanke vasspyker;
- (28) aanbring van waterdigte beplating;
- (29) aanbring van staalveerknippe aan aluminiumdekstrokke;
- (30) 'n kragaaangedrewe slypmasjien op metaal of vulling met die hand bedien;
- (31) metaalvensters inmeekaarsit;
- (32) glasuurruijspykerspuite in werkwinkel gebruik;
- (33) metaal met die hand of kragmasjien onder toesig boor of pons;
- (34) buig of fatsoenering van metaal met 'n masjien; en
- (35) sweissoldeer- of sweiswerk in werkwinkel waar setmaat of sweismasjien gebruik word.

C. In die Ambag Loodgieterswerk

- (1) Inmeekaarsit en pas van lood-, koper- en plastiekpype vir afval-, vuil-, water- (warm en koud), sentraleverwarming-, koel-, vuur-, gas- en soortgelyke installasies—wanneer dit in die werkwinkel in massaproduksie-eenhede vir behuising inmeekaarsit en gepas word;
- (2) inmeekaarsit op die terrein en aanbring van asbes-, gegalvaniseerde yster- en plastiekgeute en -geutpype maar nie geutpype in suile nie;
- (3) buig en/of fatsoenering met 'n masjien;
- (4) sweissoldeer- en sweiswerk in werkwinkel waar setmaat of sweismasjien gebruik word;
- (5) voegstryking van asbes- en metaalgeute;
- (6) vasklink van oorslae aan die kante van metaalbeplating en oorslaglasse.

D. In die Ambagte Verfwerk en Beglasing

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

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

"oortyd" alle tyd gewerk buite of langer as die gewone werkkure voorgeskryf in klousule 19 (1);

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

"openbare vervoer" vervoer per spoor of openbare motorbus;

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

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

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

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

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

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

"taakwerk" 'n werkstelsel waarvolgens die minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of geproduseer moet word, vasgestel word as 'n voorwaarde vir die betaling van die loon in klousule 22 voorgeskryf;

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

"ongeskoole werk" enige werk (uitgesonderd die dryf van motorvoertuie, die bediening van 'n kragaaangedrewe hyskraan of hystoestel), wat nie ingesluit is nie in—

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

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

(c) the operations referred to under the definition of "brushhand";

and includes sandpapering by hand on building sites;

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

"wage" means that portion of remuneration payable in money to an employee in terms of clause 22 in respect of the ordinary hours laid down in clause 19 (1): Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 22, it shall mean such higher amount;

"working day" means any day other than Saturday, Sunday, New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day and Boxing Day, and the annual leave prescribed in clause 21 in respect of which the ordinary hours of work laid down in clause 19 apply;

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

(a) is registered as an employer in terms of clause 4, or is subject to such registration; or

(b) is a partner in a partnership which is registered as an employer in terms of clause 4, or is subject to such registration; or

(c) is a director of a company which is registered as an employer in terms of clause 4, or is subject to such registration;

"working week" means the customary pay-week of an establishment.

4. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry, who at the date on which this Agreement comes into operation, has not already registered with the Council in pursuance of a previous agreement, shall, within 7 days of such date, forward to the Secretary of the Council on a form prescribed by the Council the following particulars:

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

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

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

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

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

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

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

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

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

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

(c) die werksaamhede genoem in die omskrywing van "grofskilder";

en omvat dit skuurwerk met skuurpapier wat met die hand op bouterreine verrig word;

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

"loon" dié deel van die besoldiging wat in geld aan 'n werknemer betaalbaar is ingevolge klousule 22 ten opsigte van die gewone werkure voorgeskryf in klousule 19 (1): Met dien verstande dat indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié voorgeskryf in klousule 22, dit sodanige hoër bedrag beteken;

"werkdag" enige dag behalwe Saterdag, Sondag, Nuwejaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag en Gesinsdag, en die jaarlikse verlof in klousule 21, voorgeskryf ten opsigte waarvan die gewone werkure soos in klousule 19 voorgeskryf, van toepassing is;

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

(a) as 'n werkgewer kragtens klousule 4 geregistreer is, of onderworpe is aan sodanige registrasie; of

(b) 'n vennoot is in 'n vennootskap wat as 'n werkgewer kragtens klousule 4 geregistreer is, of onderworpe is aan sodanige registrasie; of

(c) 'n direkteur is van 'n maatskappy wat as 'n werkgewer kragtens klousule 4 geregistreer is, of onderworpe is aan sodanige registrasie;

"werkweek" die gebruikelike betaalweek van 'n inrigting.

4. REGISTRASIE VAN WERKGEWERS

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

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

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

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

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

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

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

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

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

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

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

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

5. WAGE GUARANTEE

(1) 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 of two weeks' wages as prescribed in clause 22, for his employees and also to cover the payment of two weeks' levies due to the Council in terms of clause 32 and the payment of two weeks' contributions and allowances due to his employees in terms of clauses 33, 34 and 40: Provided that the guarantee lodged by any employer shall not be for an amount of less than R300 irrespective of the number of employees in the employment of such employer.

(2) Every employer shall inform the Council within seven days after the close of his wage week of any increase in the total wages, levies and contributions due by him under clauses 22, 32, 33, 34 and 40 where such increase exceeds 20 per cent of the guarantee furnished under subclause (1).

(3) Every employer shall simultaneously with the advice to the Council under subclause (2) furnish the Council with an amended guarantee or an additional guarantee to cover the increased total wages, levies and contributions due under clauses 22, 32, 33, 34 and 40.

The Council shall likewise permit any employer to reduce the amount of such guarantee where a reduction in the number of employees employed as proved by the employer warrants such a reduction: Provided that the amount of such guarantee shall at no time be less than R300.

(4) Notwithstanding the provisions of paragraph (3) above, the Council shall have the right to refuse reductions in the amount of the guarantee at intervals of less than six months.

(5) Where an employer has made a cash deposit with the Council in pursuance of paragraph (1) and has for a period of at least 12 consecutive calendar months not complied with the provisions of clause 32 (3) of this Agreement or any other agreement of the Council containing like provisions, such cash deposit shall become forfeited to the general funds of the Council after such employer has been informed thereof by the Council by way of a registered letter sent to his latest address on record with the Council: Provided that the Council shall at any subsequent date on application by such employer supported by the necessary proof substantiating his claim, and that he has complied with the provisions of the Agreement, as may be required by the Council, pay to such employer such deposit.

6. NOTICE BOARD

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

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

7. REGISTRATION AS CRAFTSMEN

(1) (a) An employee who is being employed in the Building Industry in the Worcester area on artisan's work, as defined in this Agreement, and who contributes to a pension fund, on the date of coming into operation of this Agreement, shall apply to the Council and the Council shall issue a certificate of registration as a craftsman, in such form as may be prescribed by the Council, on condition that such employee shall furnish the Council with such documentary proof as the Council may deem necessary from time to time to substantiate his qualification for a certificate.

(6) 'n Registrasiesertifikaat, onderteken deur of die Voor-sitter of die Sekretaris van die Raad, moet aan elke gere-gistreerde werkgewer uitgereik word.

5. LOONWAARBORG

(1) Elke werkgewer wat in die Nywerheid is op die datum waarop hierdie Ooreenkoms in werking tree en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne sewe dae vanaf sodanige datum of vanaf die datum waarop sodanige werkgewer met werksaamhede begin, na gelang van die geval, aan die Raad 'n waarborg verskaf, wat vir die Raad aanneemlik is, om die betaling van twee weke se lone vir sy werknemers te dek, soos voorgeskryf in klausule 22, en ook om die betaling van twee weke se heffings wat ingevolge klausule 32 aan die Raad verskuldig is, en die betaling van twee weke se bydraes en toelaes wat ingevolge klausules 33, 34 en 40 aan sy werknemers verskuldig is, te dek: Met dien verstande dat die waarborg deur 'n werkgewer ingedien vir 'n bedrag van minstens R300 moet wees, ongeag die getal werknemers in diens van so 'n werkgewer.

(2) Elke werkgewer moet die Raad binne sewe dae na die afsluiting van sy loonweek in kennis stel van enige vermeerdering in die totaal van die lone, heffings en bydraes deur hom verskuldig ingevolge klausules 22, 32, 33, 34 en 40, indien sodanige vermeerdering die waarborg wat ooreenkomstig subklausule (1) verskaf moet word, met meer as 20 per-sent te bowe gaan.

(3) Wanneer 'n werkgewer die Raad ooreenkomstig sub-klausule (2) in kennis stel, moet hy terselfdertyd aan die Raad 'n gewysigde waarborg of 'n addisionele waarborg verskaf ter dekking van die verhoogde totaal van die lone, heffings en bydraes wat ooreenkomstig klausules 22, 32, 33, 34 en 40 verskuldig is.

Insgelyks moet die Raad 'n werkgewer toelaat om die bedrag van sodanige waarborg te verminder indien 'n vermindering in die getal werknemers in sy diens, soos deur die werkgewer bewys, so 'n vermindering regverdig: Met dien verstande dat die bedrag van so 'n waarborg nooit minder as R300 mag wees nie.

(4) Ondanks paragraaf (3) hierbo, het die Raad die reg om verminderings in die bedrag van die waarborg met tussen-pose van minder as ses maande te weier.

(5) Indien 'n werkgewer 'n kontant deposito by die Raad gestort het ooreenkomstig paragraaf (1) en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande nie aan die bepalings van klausule 32 (3) van hierdie Ooreenkoms of enige ander ooreenkoms van die Raad wat soortgelyke bepalings bevat, voldoen het nie, word sodanige kontant deposito verbeur aan die algemene fondse van die Raad nadat die Raad sodanige werkgewer daarvan verwittig het deur 'n gere-gistreerde brief te stuur na die werkgewer se jongste adres wat by die Raad opgeteken is: Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgewer daarom aansoek doen en sy aansoek vergesel gaan van die nodige bewys ter staving van sy eis, asook bewys dat hy voldoen het aan die bepalings van hierdie Ooreenkoms, soos deur die Raad vereis mag word, sodanige deposito aan sodanige werkgewer moet betaal.

6. KENNISGEWINGBORD

(1) Elke werkgewer en alle werkgewers in vennootskap moet, wanneer bouwerk vir langer as sewe dae verrig word, 'n kennisgewingbord van minstens 60 cm by 45 cm of 'n kennis-gewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek waartoe die publiek toegang het, en daarop moet in letters wat minstens 75 mm hoog is die naam en adres van sodanige werkgewer of vennootskap duidelik voor-kom: Met dien verstande dat subkontraakteurs letters wat minstens 50 mm hoog is, kan gebruik.

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

7. REGISTRASIE AS VAKMANNE

(1) (a) 'n Werknemer wat op die datum van inwerking-treding van hierdie Ooreenkoms in die Bounywerheid in die gebied Worcester ambagswerk verrig soos in hierdie Ooreen-koms omskryf en wat tot 'n pensioenfonds bydra, moet by die Raad aansoek doen en die Raad moet 'n registrasieser-tifikaat as vakman aan hom uitreik in sodanige vorm as wat die Raad voorskryf, op voorwaarde dat sodanige werknemer aan die Raad sodanige dokumentêre bewys moet verstrek as wat die Raad van tyd tot tyd nodig ag om sy kwalifikasie vir 'n sertifikaat te staaf.

(b) An employee who is engaged in artisan's work, who has not been issued with a certificate of registration as a craftsman by the Council, and who has either—

(i) completed an apprenticeship contract and who has successfully passed the prescribed trade test 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) been employed in the Building Industry, either in the Worcester area or elsewhere in any one of the trades designated under the Apprenticeship Act, 1944, for at least four consecutive years, having for not less than 80 per cent of that period worked, and, therefore, contributed, through the medium of the stamp system, to a holiday and pension fund for the Building Industry;

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

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

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

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

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

(4) No employer shall employ as a craftsman any person unless such person produces a certificate issued to him in terms of this clause: Provided that this shall not apply if the employee produces to the employer proof from the Council that application has been made for a certificate of registration in terms of subclause (1) or (2), in which event such employee shall not be employed for a period exceeding one month from the date of his application to the Council, without a certificate of registration.

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

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

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

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

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

(8) No employee who is registered with the Council as a craftsman shall accept employment at rates of pay less favourable than those prescribed in terms of clause 22 and, unless he is issued with stamps in terms of clauses 33, 34 and 40, without the prior written consent of the Council has been obtained.

8. REGISTRATION AS AN ARTISAN

(1) (a) Every employee who has completed at least four years of practical training in a specific trade or who has completed a contract of artisan learnership in terms of clause 12, or who completed the apprenticeship contract and who has not passed the prescribed trade test in terms of the Apprenticeship Act, 1944, shall apply to the Council and the Council shall issue a certificate of registration as an artisan, in such form as may be prescribed by the Council, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary from time to time to substantiate his qualification for a certificate.

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

(b) 'n Werknemer in diens as ambagsman en aan wie daar nie 'n registrasiesertifikaat as vakman deur die Raad uitgereik is nie en wat of—

(i) 'n leerlingkontrak voltooi het en wat met sukses in die voorgeskrewe ambagstoets geslaag het ingevolge die Wet op Vakleerlinge, 1944; of

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

(iii) minstens vier agtereenvolgende jare in diens was in die Bounywerheid, hetsy in die Worcesterstreek of elders, in engeen van die ambagte aangewys ingevolge die Wet op Vakleerlinge, 1944, en wat minstens 80 persent van dié tydperk gewerk en dus deur middel van die seëlstelsel tot die vakansie- en pensioenfondse vir die Bounywerheid bygedra het;

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

(c) Die Raad moet 'n registrasiesertifikaat uitreik aan 'n werknemer wat aan paragrawe (a) en (b) voldoen het.

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

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

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

(4) Geen werkgever mag engeen as vakman in diens neem nie, tensy so 'n persoon 'n sertifikaat toon wat kragtens hierdie klousule aan hom uitgereik is: Met dien verstande dat hierdie bepaling nie van toepassing is nie indien die werknemer aan die werkgever bewys van die Raad af kan lewer dat hy aansoek gedoen het om 'n registrasiesertifikaat ingevolge subklousule (1) of (2) en in dié geval mag so 'n werknemer sonder 'n registrasiesertifikaat nie in diens geneem word vir 'n tydperk van langer as een maand vanaf die datum van sy aansoek by die Raad nie.

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

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

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

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

(7) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van 'n persoon verbied, geag die werkgever te onthef van sy verpligting om die voorgeskrewe besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom as sodanige indiensneming nie verbode was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming nie verbode was nie.

(8) Geen werknemer wat as vakman by die Raad geregistreer is, mag werk aanneem teen lone wat minder gunstig is as dié ooreenkomstig klousule 22 voorgeskryf nie, en, tensy seëls aan hom uitgereik word ooreenkomstig klousules 33, 34 en 40, sonder dat die skriftelike goedkeuring van die Raad vooraf verkry is.

8. REGISTRASIE AS AMBAGSMAN

(1) (a) Elke werknemer wat minstens vier jaar praktiese opleiding in 'n spesifieke ambag voltooi het of wat 'n leerkontrak as ambagsman ingevolge klousule 12 voltooi het of wat die vakleerlingkontrak voltooi het en wat nie in die voorgeskrewe ambagstoets ingevolge die Wet op Vakleerlinge, 1944, geslaag het nie, moet by die Raad aansoek doen en die Raad moet 'n registrasiesertifikaat as ambagsman aan hom uitreik in sodanige vorm as wat die Raad voorskryf, en sodanige werknemer moet aan die Raad sodanige dokumentêre bewys lewer as wat die Raad van tyd tot tyd nodig ag om sy kwalifikasie vir 'n sertifikaat te staaf.

(b) Die Raad reik 'n registrasiesertifikaat uit aan 'n werknemer wat paragrawe (a) nakom.

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

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

(4) No employer shall employ as an artisan any person unless such person produces a certificate issued to him in terms of this clause: Provided that this shall not apply if the employee produces to the employer proof from the Council that application has been made for a certificate of registration in terms of subclause (1) or (2), in which event such employee shall not be employed for a period exceeding one month from the date of his application to the Council, without a certificate of registration.

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

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

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

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

(7) The provisions of clause 7 (8), shall *mutatis mutandis* apply in respect of this clause.

(8) No employer shall employ a person as an artisan unless he has at least one craftsman in his employ in the same trade as such artisan and for every two artisans employed such employer shall have at least one craftsman employed in the same trade as such artisans.

9. REGISTRATION AS A BRUSHHAND

(1) (a) An employee who is a brushhand shall apply to the Council for registration as a brushhand and the Council shall issue a certificate of registration as a brushhand in such form as may be prescribed by the Council on condition that such employee shall furnish the Council with such documentary proof as the Council may deem necessary from time to time to substantiate his qualification for a certificate.

(b) No employer shall employ any person as a brushhand unless the person produces a certificate issued to him in terms of this clause.

(2) A brushhand shall on demand by an agent of the Council or when requested to do so by an employer, produce the registration card issued to him by the Council.

(3) No employer shall dismiss a craftsman or an artisan in his employ for the purpose of replacing them with a brushhand.

(4) No person under the age of 21 shall qualify for registration as a brushhand.

(5) Registration as a brushhand shall be obtained by applying to the Council on the form prescribed by the Council.

(6) No employer shall employ a brushhand unless he has at least one artisan in the trade painting in his employ for every brushhand employed.

(7) The Council shall have the power to withdraw a certificate issued in terms of this clause, and in such circumstances the Council's decision shall be final, and any certificate so withdrawn shall be handed back to the Council.

(8) The provisions of clause 7 (8) shall *mutatis mutandis* apply in respect of this clause.

10. ENGAGEMENT OF EMPLOYEES

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

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

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

(2) 'n Persoon wat nie binne die kategorieë val wat in subklousule (1) genoem word nie moet, as hy verlang om aansoek te doen om 'n registrasiesertifikaat as ambagsman, aan die Raad sodanige dokumentêre of sodanige praktiese bewys lewer as wat die Raad van tyd tot tyd nodig ag om die aansoeker se kwalifikasie vir 'n sertifikaat te staaf.

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

(4) Geen werkgever mag enigeen as ambagsman in diens neem nie, tensy so 'n persoon 'n sertifikaat toon wat kragtens hierdie klousule aan hom uitgereik is: Met dien verstande dat hierdie bepaling nie van toepassing is nie indien die werknemer aan die werkgever bewys van die Raad af kan lewer dat hy aansoek gedoen het om 'n registrasiesertifikaat ingevolge subklousule (1) of (2) en in dié geval mag so 'n werknemer sonder 'n registrasiesertifikaat nie in diens geneem word vir 'n tydperk van langer as een maand vanaf die datum van sy aansoek by die Raad nie.

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

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

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

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

(7) Klousule 7 (8) is *mutatis mutandis* op hierdie klousule van toepassing.

(8) Geen werkgever mag 'n persoon as ambagsman in diens neem nie tensy hy minstens een vakman in dieselfde ambag as sodanige ambagsman in sy diens het, en vir elke twee ambagsmanne in sy diens moet sodanige werkgever minstens een vakman in dieselfde ambag as sodanige ambagsmanne in diens hê.

9. REGISTRASIE AS GROFSKILDER

(1) (a) 'n Werknemer wat 'n grofskilder is, moet by die Raad aansoek doen om registrasie as grofskilder, en die Raad moet 'n registrasiesertifikaat as grofskilder aan hom uitreik in sodanige vorm as wat die Raad voorskryf, op voorwaarde dat sodanige werknemer aan die Raad sodanige dokumentêre bewys moet lewer as wat die Raad van tyd tot tyd nodig ag om sy kwalifikasie vir 'n sertifikaat te staaf.

(b) Geen werkgever mag 'n persoon as grofskilder in diens neem nie tensy die persoon 'n sertifikaat toon wat ingevolge hierdie klousule aan hom uitgereik is.

(2) 'n Grofskilder moet die registrasiekaart wat die Raad aan hom uitgereik het, toon wanneer 'n agent van die Raad dit aanvra of wanneer 'n werkgever hom daartoe versoek.

(3) Geen werkgever mag 'n vakman of 'n ambagsman in sy diens ontslaan ten einde hom deur 'n grofskilder te vervang nie.

(4) Geen persoon onder die ouderdom van 21 jaar mag vir registrasie as grofskilder kwalifiseer nie.

(5) Registrasie as grofskilder geskied deur by die Raad aansoek te doen op die vorm deur die Raad voorgeskryf.

(6) Geen werkgever mag 'n grofskilder in diens neem nie tensy hy minstens een ambagsman in die ambag verwerk in sy diens het vir elke grofskilder wat in diens geneem word.

(7) Die Raad het die bevoegdheid om 'n sertifikaat wat ooreenkomstig hierdie klousule uitgereik is, in te trek, en in dergelike omstandighede is die Raad se besluit finaal, en 'n sertifikaat wat aldus ingetrek word, moet aan die Raad teruggegee word.

(8) Die bepalings van klousule 7 (8) is *mutatis mutandis* op hierdie klousule van toepassing.

10. INDIENSNEMING VAN WERKNEMERS

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

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

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

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

- (a) to apprentices and learner artisans and to employees for whom wages are prescribed in clause 22 (1) (a) to (e) and (p);
- (b) to foremen.

11. EMPLOYMENT OF MINORS

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

12. EMPLOYMENT OF LEARNER ARTISANS

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

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

- (a) The full name and date of birth or age of the person concerned;
- (b) the nature of the work he is required to learn;
- (c) the number of registered and approved learner artisans already employed on such work; and
- (d) the total number of employees, other than learner artisans, who are employed on such work.

(3) The Council shall have the power to fix the conditions of employment and period of artisan learnership in each case and shall require the employer and the learner artisan concerned to enter into a written contract in respect of such conditions and period which conditions and/or period shall not be varied without the prior consent of the Council: Provided that a learner artisan shall be paid not less than the following wages:

During the first year of learnership: 40 per cent of the wage prescribed in clause 22 (1) (m);

during the second year of learnership: 45 per cent of the wage prescribed in clause 22 (1) (m);

during the third year of learnership: 55 per cent of the wage prescribed in clause 22 (1) (m);

during the fourth year of learnership: 65 per cent of the wage prescribed in clause 22 (1) (m).

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

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

(6) No employer shall employ in any capacity any person who is employed under a registered contract of artisan learnership with another employer unless prior permission is obtained from the Council and no employee who is employed under a registered contract of artisan learnership shall offer himself for or accept employment with another employer unless he has obtained the prior permission of the Council.

13. ILLEGAL EMPLOYMENT OF PERSONS

(1) No employer shall employ any person other than a craftsman, artisan, apprentice or trainee under the Training of Artisans Act, 1951, or learner artisan on artisan's work.

(2) No employee shall instruct or permit any employee (whether working under his supervision or not) other than a craftsman, artisan, apprentice, or trainee under the Training of Artisans Act, 1951, or learner artisan to do artisan's work.

(3) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement, outside of the Industry, whether for remuneration or not, on the public holidays and during the leave period specified in clause 21 (1) and during or outside the ordinary hours of work prescribed in clause 19 (1) without the prior

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

- (a) op vakleerlinge en leerlingambagsmanne en op werknemers vir wie daar in klousule 22 (1) (a) tot (e) en (p) lone voorgeskryf word;
- (b) op voormanne.

11. INDIENSNEMING VAN MINDERJARIGES

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

12. INDIENSNEMING VAN LEERLINGAMBAGSMANNE

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

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

- (a) Die volle naam en geboortedatum of ouderdom van die betrokke persoon;
- (b) die aard van die werk wat die leerling moet leer;
- (c) die getal geregistreerde en goedgekeurde leerlingambagsmanne wat reeds in diens is om sodanige werk te verrig; en
- (d) die totale aantal werknemers, uitgesonderd leerlingambagsmanne, wat in diens geneem is om sodanige werk te verrig.

(3) Die Raad is bevoegd om die diensvoorwaardes en leertyd van ambagsmanne in elke geval vas te stel en moet van die werkgever en die betrokke leerlingambagsman vereis om 'n skriftelike kontrak aan te gaan ten opsigte van sodanige voorwaardes en tydperk, en sodanige voorwaardes en/of leertyd mag nie gewysig word nie tensy die toestemming van die Raad vooraf verkry is: Met dien verstande dat 'n leerlingambagsman minstens die volgende lone betaal moet word:

- Gedurende die eerste leerjaar: 40 persent van die loon voorgeskryf in klousule 22 (1) (m);
- gedurende die tweede leerjaar: 45 persent van die loon voorgeskryf in klousule 22 (1) (m);
- gedurende die derde leerjaar: 55 persent van die loon voorgeskryf in klousule 22 (1) (m);
- gedurende die vierde leerjaar: 65 persent van die loon voorgeskryf in klousule 22 (1) (m).

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

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

(6) Geen werkgever mag 'n persoon wat ooreenkomstig 'n geregistreerde leerkontrak as ambagsman by 'n ander werkgever in diens is in enige hoedanigheid in diens neem nie tensy die toestemming van die Raad vooraf verkry is, en geen werknemer wat ooreenkomstig 'n geregistreerde leerkontrak as ambagsman in diens is, mag homself vir diens by 'n ander werkgever aanbied of sodanige diens aanvaar nie tensy hy vooraf die toestemming van die Raad verkry het.

13. ONWETTIGE INDIENSNEMING VAN PERSONE

(1) Geen werkgever mag 'n ander persoon as 'n vakman, ambagsman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, of 'n leerlingambagsman vir ambagswerk in diens neem nie.

(2) Geen werkgever mag 'n werknemer (hetsy so 'n werknemer onder sy toesig werk of nie), uitgesonderd 'n vakman, ambagsman, vakleerling, of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, of 'n leerlingambagsman, opdrag gee of toelaat om ambagswerk te verrig nie.

(3) Geen werknemer mag, terwyl hy by 'n werkgever in diens is, op die openbare vakansiedae en gedurende die verloftyd in klousule 21 (1) vermeld en gedurende of buite die gewone werke in klousule 19 (1) voorgeskryf enige werk wat in hierdie Ooreenkoms omskryf word, buite die Nywerheid—hetsy teen vergoeding of nie—verf, onderneem of verrig

written consent of his employer: Provided that such permission is not required when such employee performs work for himself only.

14. PROHIBITION OF PIECE-WORK AND TASK WORK

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

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

15. "LABOUR-ONLY" CONTRACTS

(1) An employer who gives out work to a "labour-only" contractor shall within seven days thereafter have submitted to the Council the name and address 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.

(2) Any person operating as a "labour-only" contractor and who is an employer shall register with the Council as an employer in terms of clause 4 and lodge with the Council a wage guarantee acceptable to the Council in terms of clause 5 and comply with all the other clauses of this Agreement relating to an employer.

(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 artisans, brushhands or craftsmen: Clauses 7, 8, 9, 19, 21, 32, 33, 34, 38, 39 and 40.

(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 an artisan, brushhand or craftsman.

(6) An employer referred to in subclause (5) who is a member of the employers' organisation shall, in respect of a "labour-only" contractor referred to in that subclause, comply with the provisions of clause 10 (1) (b) of this Agreement.

16. 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 the 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.

sonder om die skriftelike toestemming van die werknemer vooraf te verkry nie: Met dien verstande dat sodanige toestemming nie vereis word as so 'n werknemer slegs vir homself werk verrig nie.

14. VERBOD OP STUKWERK EN TAAKWERK

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

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

15. "SLEGS-ARBEID"-KONTRAKTE

(1) 'n Werkgever wat werk aan 'n "slegs arbeid"-kontraakteur uitbestede, moet binne sewe dae daarna aan die Nywerheidsraad die naam en adres van dié "slegs arbeid"-kontraakteur voorlê asook die adres van die terrein waarop hy sal werk, saam met die datum waarop hy aldus in diens sal wees.

(2) 'n Persoon wat as "slegs arbeid"-kontraakteur diens doen en wat 'n werkgever is, moet ingevolge klousule 4 by die Raad as werkgever registreer en ingevolge klousule 5 aan die Raad 'n loonwaarborg voorlê wat vir die Raad aanneemlik is en voldoen aan alle ander klousules van hierdie Ooreenkoms wat op 'n werkgever betrekking het.

(3) Geen werkgever mag werk aan 'n "slegs arbeid"-kontraakteur uitbestede nie tensy dié "slegs arbeid"-kontraakteur in besit is van 'n geldige registrasiesertifikaat wat deur die Raad uitgereik is.

(4) Alle werkende werkgevers, direkteurs en/of vennote wat as "slegs arbeid"-kontraakteurs optree, moet voldoen aan die volgende klousules en enige wysigings, verlengings, hernuings of vervangings daarvan asof hulle ambagsmanne, grofskilders of vakmanne is: Klousules 7, 8, 9, 19, 21, 32, 33, 34, 38, 39 en 40.

(5) 'n Werkgever wat werk uitbestede aan 'n "slegs arbeid"-kontraakteur wat nie sy eie arbeid emploëer nie, moet ten opsigte van sodanige "slegs arbeid"-kontraakteur voldoen aan die bepalinge van die klousules in subklousule (4) genoem en enige wysigings, verlengings, hernuings of vervangings daarvan asof so 'n "slegs arbeid"-kontraakteur 'n ambagsman, grofskilde of vakman is.

(6) 'n Werkgever bedoel in subklousule (5) wat lid is van enige van die werkgeversorganisasie, moet ten opsigte van 'n "slegs arbeid"-kontraakteur in dié subklousule bedoel, aan klousule 10 (1) (b) van hierdie Ooreenkoms voldoen.

16. HUUR VAN ARBEID

(1) Geen werkgever 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, voordele en toelaes aan iemand anders as die persoon wat die werk doen nie;

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

(2) Geen werknemer mag sy arbeid aan 'n werkgever 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 werkgever vir wie hy werk verrig die besoldiging, voordele en toelaes te verkry wat deur hierdie Ooreenkoms voorgeskryf word nie.

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

17. OPERATIVES

(1) (a) No employee other than a craftsman, artisan, apprentice, learner artisan, trainee or brushhand shall undertake operatives' work and no employer shall require or permit any employee other than a craftsman or an artisan to perform such work unless the employee concerned has been registered as an operative with the Council and issued by the Council with a certificate to the effect.

(b) No employer shall employ any person as an operative unless the written consent of the Council has first been obtained.

(2) An operative shall on demand by any duly authorised official of the Council or when requested to do so by an employer, produce the registration card issued to him by the Council.

(3) No employer shall dismiss a craftsman or craftsmen or an artisan or artisans in his employ for the purpose of replacing them with an operative or operatives.

(4) No person under the age of 21 shall qualify for registration as operative.

(5) Registration as operative shall be obtained by applying through the medium of the employer concerned to the Council on the form prescribed by the Council.

(6) The Council may at any time, by notice in writing, withdraw its consent to employ any operative, if, in the opinion of the Council, good reason exists to do so.

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

18. TRANSPORT, WALKING TIME AND LODGING ALLOWANCE

(1) An employee who in the performance of his duties is required to work away from his ordinary place of residence on a job so situated that such employee can be said to be unable to return to his normal place of residence daily, shall be paid the following transport allowance and/or allowance for sleeping accommodation by his employer:

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

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

(i) R1 in the case of employees engaged on unskilled work;

(ii) R2 in the case of all other employees for whom wages are prescribed in this Agreement;

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

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

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

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

(a) on a Saturday or on a Sunday;

(b) on any of the public holidays prescribed in clause 21 (1) (b);

(c) during the leave periods prescribed in clause 21 (1) (a);

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

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

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

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

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

17. WERKSMANNE

(1) (a) Geen werknemer, uitgesonderd 'n vakman, ambagsman, vakleerling, leerlingambagsman, kwekeling of grofskilder, mag werksmanne se werk verrig nie en geen werkgewer mag van 'n werknemer, uitgesonderd 'n vakman of 'n ambagsman, vereis of hom toelaat om sodanige werk te verrig nie, tensy die betrokke werknemer by die Raad as 'n werksman geregistreer is en 'n sertifikaat met dié strekking deur die Raad aan hom uitgereik is.

(b) Geen werkgewer mag 'n persoon as 'n werksman in diens neem nie tensy die skriftelike toestemming van die Raad vooraf verkry is.

(2) Op aanvraag van 'n behoorlik gemagtigde beampte van die Raad of wanneer hy daarom deur 'n werkgewer versoek word, moet 'n werksman die registrasiekaart wat deur die Raad aan hom uitgereik is, voorlê.

(3) Geen werkgewer mag 'n vakman of vakmanne of 'n ambagsman of ambagsmanne in sy diens ontslaan met die doel om hulle deur 'n werksman of werksmanne te vervang nie.

(4) Niemand onder die leeftyd van 21 mag vir registrasie as 'n werksman in aanmerking kom nie.

(5) Om registrasie as 'n werksman te verkry, moet deur bemiddeling van die betrokke werkgewer daarom aansoek gedoen word by die Raad op die vorm deur die Raad voorgeskryf.

(6) Die Raad kan te eniger tyd, by wyse van skriftelike kennis, sy toestemming vir die indiensneming van 'n werksman terugtrek indien daar na die Raad se mening grondige redes bestaan om dit te doen.

(7) 'n Werkgewer moet die Raad skriftelik in kennis stel van die ontslag van 'n werksman.

18. VERVOER, LOOPTYD- EN LOSIESTOELAE

(1) Aan 'n werknemer, van wie daar vereis word om by die uitvoering van sy pligte weg van sy gewone woonplek af te werk by 'n werkplek wat so geleë is dat daar beweer kan word dat so 'n werknemer nie in staat sal wees om daagliks na sy gewone woonplek terug te keer nie, moet daar die volgende vervoertoelae en/of toelae vir slaapplek deur sy werkgewer betaal word:

(a) Waar sy werkgewer nie vervoer verskaf nie, 'n tweede-klasspoorwegkaartjie en in die geval van werknemers wat ongeskoolde werk verrig, 'n derdeklasspoorwegkaartjie na en van die werkplek by die aanvang en beëindiging van sodanige werk;

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

(i) R1 in die geval van werknemers wat ongeskoolde werk verrig;

(ii) R2 in die geval van alle ander werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

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

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

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

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

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

(b) op enige van die openbare feesdae in klousule 21 (1)

(b) voorgeskryf;

(c) gedurende die verloftydperke in klousule 21 (1) (a) voorgeskryf;

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

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

(aa) vir langer as 44 uur in enige week;

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

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

- (ii) in the case of all other employees—
 - (aa) for more than 44 hours in any week;
 - (ab) for more than nine hours daily from Monday to Thursday, inclusive, and eight hours on Friday;
 - (ac) (A) before 07h00 or after 17h30 on Mondays to Thursdays, inclusive, and before 07h00 or after 16h30 on Fridays, in summer; and

(B) before 07h30 or after 17h45 on Mondays to Thursdays, inclusive, and before 07h30 or after 16h45 on Fridays, in winter.

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

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

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

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

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

(4) *Shift work.*—Subject to the consent of the Council, an employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours, except under the conditions prescribed in subclauses (6), (7) and (8). One of these shifts shall be worked during the ordinary hours of work prescribed in subclause (1) (e). An employee working any shift other than the shift during the ordinary hours of work shall receive the wages payable under clause 22 plus 15 per cent: Provided that the provisions of this subclause shall not apply to watchmen.

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

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

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

(i) three hours on any day from Monday to Friday inclusive; and on Saturday four hours; and

(ii) 16 hours in any one week.

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

(i) in the case of emergency work as defined;

(ii) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12h00 on the last working day prior to the day on which such overtime is to be worked. Such application shall give—

(aa) the name and address of the employer;

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

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

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

(ae) the number of employees in each category.

(ii) in die geval van alle ander werknemers—

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

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

(ac) (A) in die somer, voor 07h00 of na 17h30 op Maandag tot en met Donderdag en voor 07h00 of na 16h30 op Vrydag; en

(B) in die winter, voor 07h30 of na 17h45 op Maandag tot en met Donderdag en voor 07h30 of na 16h45 op Vrydag.

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

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

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

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

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

(4) *Skofwerk.*—'n Werkgewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk mits hy die toestemming van die Raad verkry: Met dien verstande egter dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie behalwe op die voorwaardes in subklousules (6), (7) en (8) voorgeskryf. Een van hierdie skofte moet gewerk word gedurende die gewone werkure in subklousule (1) (e) voorgeskryf. 'n Werknemer wat enige ander skof werk as die skof gedurende die gewone werkure moet die loon ontvang wat ingevolge klousule 22 betaalbaar is, plus 15 persent: Met dien verstande dat hierdie subklousule nie op 'n wag van toepassing is nie.

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

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

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

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

(ii) vir langer as 16 uur in enige week; oortydwerk te verrig nie.

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

(i) in die geval van noodwerk soos omskryf;

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

(aa) Die naam en adres van die werkgewer;

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

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

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

(ae) die getal werknemers in elke klas.

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

(a) in respect of overtime up to one hour daily on Mondays to Thursdays inclusive, his wage plus all allowances in respect of each hour or part of an hour so worked in any week;

(b) in respect of overtime worked—

(i) in excess of one hour daily on Mondays to Thursdays inclusive;

(ii) on Fridays;

(iii) on Saturdays prior to 17h00;

(iv) during the leave periods prescribed in clause 21 (1) (a);

one and one-third times his hourly wage in respect of each hour or part of an hour so work in any week;

(c) in respect of overtime worked—

(i) after 17h00 on Saturdays;

(ii) on Sundays and up to the normal starting time on Mondays;

(iii) on the public holidays referred to in clause 21 (1) (b);

one and two-thirds times his hourly wage in respect of each hour or part of an hour so worked in any week.

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

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

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

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

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

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

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

(ii) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage which he would have received if he had not worked on such day, plus an amount of not less than double his daily wage in respect of such day not granted. For the purposes of this paragraph "daily wage" means the weekly wage divided by six.

20. RECORDS TO BE KEPT BY EMPLOYERS

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

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

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

(b) vir oortydwerk verrig—

(i) vir langer as een uur daaglik op Maandae tot en met Donderdae;

(ii) op Vrydae;

(iii) op Saterdag voor 17h00;

(iv) gedurende die verloftydperke voorgeskryf in klousule 21 (1) (a);

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

(c) vir oortydwerk verrig—

(i) na 17h00 op Saterdag;

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

(iii) op die openbare vakansiedae in klousule 21 (1) (b) vermeld;

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

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

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

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

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

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

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

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

(ii) 'n werkgewer, in plaas daarvan dat hy sodanige diensvrye dag aan sy wag toestaan, sodanige wag dié loon kan betaal wat hy sou ontvang het indien hy nie op sodanige diensvrye dag gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige diensvrye dag wat nie toegestaan is nie. Vir die toepassing van hierdie paragraaf beteken "dagloon" die weekloon gedeel deur ses.

20. REKORDS WAT DEUR WERKGEWERS GEHOU MOET WORD

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

(2) In addition to the particulars referred to in subclause (1), every employer shall keep a record, readily available for inspection at any time, of the Industrial Council number (otherwise known as the Holiday Fund or Pension Fund number) of every employee employed by him. The Industrial Council number is the number in the Council's records against which Holiday Fund, Medical Aid Fund or Pension Fund contributions are credited to such employee and is the number reflected in the employee's contribution book.

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

21. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) No employer shall perform or require or allow an employee other than a watchman to perform work, and no employee other than a watchman shall undertake or perform work, whether for remuneration or not, other than emergency work and as provided for in terms of clause 13 (3)—

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

(i) commencing at 17h00 on 21 December 1979 and ending at 07h15 on 14 January 1980;

(ii) commencing at 17h00 on 19 December 1980 and ending at 07h15 on 12 January 1981; and

(iii) commencing at 17h00 on 18 December 1981 and ending at 07h15 on 11 January 1982;

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

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

(2) Employees who are required to work during the leave period or the public holidays referred to in subclause (1) with the prior consent of the Council, shall be paid at the rates laid down in clause 19 (7).

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

22. WAGES

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

	During the first 12 months after this Agreement becomes binding	During the second 12 months after this Agreement becomes binding	Thereafter
	Per hour R	Per hour R	Per hour R
(a) Employees engaged on unskilled work.....	0,43	0,47	0,51
(b) Operator of a hoist.....	0,60	0,60	0,60
(c) Operator of a power-driven crane	0,60	0,60	0,60
(d) Operator of a floor sandpapering machine; employees engaged in the polishing of stone and terazzo	0,60	0,60	0,60
(e) Operatives.....	0,75	0,75	0,75
(f) Employees engaged on bituminous work and/or on the laying of asphalt and sheeting.....	0,75	0,75	0,75
(g) Employees engaged on putty glazing and brushhands.....	0,75	0,75	0,75
(h) Employees engaged on roof tiling, and roof slating.....	0,75	0,75	0,75
(i) Employees engaged on ceiling fixing.....	1,42	1,42	1,42
(j) Employees engaged in the fixing of corrugated asbestos sheets on all types of buildings or constructions, whether of steel or wood.	1,42	1,42	1,42

(2) Benewens die besonderhede in subklousule (1) vermeld, moet elke werkgever 'n rekord hou, wat geredelik beskikbaar is vir inspeksie te eniger tyd, van die Nywerheidsraadnommer (anders bekend as die Vakansiefonds- of Pensioenfondsnummer) van elke werknemer in sy diens. Die Nywerheidsraadnommer is die nommer in die Raad se registers wat gekrediteer word met so 'n werknemer se bydraes tot die Vakansiefonds, Mediese Hulpfonds of Pensioenfonds en dit is die nommer wat in die werknemer se bydraeboek verskyn.

(3) Die registers in hierdie klousule vermeld, moet op materiaal van duursame aard in duidelik leesbare letters in ink ingeskryf of ingetik word.

21. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Geen werkgever mag werk verrig of van 'n werknemer, uitgesonderd 'n wag, vereis of hom toelaat om werk te verrig, in geen werknemer, uitgesonderd 'n wag, mag werk onderneem of verrig nie, hetsy teen vergoeding al dan nie, uitgesonderd noodwerk en soos wat ingevolge klousule 13 (3) bepaal word—

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

(i) wat om 17h00 op 21 Desember 1979 begin en om 07h15 op 14 Januarie 1980 eindig;

(ii) wat om 17h00 op 19 Desember 1980 begin en om 07h15 op 12 Januarie 1981 eindig; en

(iii) wat om 17h00 op 18 Desember 1981 begin en om 07h15 op 11 Januarie 1982 eindig;

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

tensy die skriftelike toestemming van die Raad vooraf verkry is.

(2) Werknemers van wie daar vereis word om, met die voorafverkreë toestemming van die Raad, te werk gedurende die verloftydperk of die openbare vakansiedae in subklousule (1) van hierdie klousule bedoel, moet besoldig word teen die skale in klousule 19 (7) voorgeskryf.

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

22. LONE

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

	Gedurende die eerste 12 maande nadat hierdie Ooreenkoms bindend word	Gedurende die tweede 12 maande nadat hierdie Ooreenkoms bindend word	Daarna
	Per uur R	Per uur R	Per uur R
(a) Werknemer wat ongeskoolde werk verrig.....	0,43	0,47	0,51
(b) Bediener van 'n hystoestel.....	0,60	0,60	0,60
(c) Bediener van 'n kragaangedrewe hyskraan.....	0,60	0,60	0,60
(d) Bediener van 'n vloerskuurmasjien; werknemers wat klippe en terasso poleer.....	0,60	0,60	0,60
(e) Werksmanne.....	0,75	0,75	0,75
(f) Werknemers wat bitumineuse werk doen en of asfalt en beplating lê.....	0,75	0,75	0,75
(g) Werknemers wat ruite met stopverf insit en grofskilders.....	0,75	0,75	0,75
(h) Werknemers wat pan- en leidekking doen.....	0,75	0,75	0,75
(i) Werknemers wat plafonne aanbring.....	1,42	1,42	1,42
(j) Werknemers wat geriffelde asbesplate aan alle tipes geboue of bouwerke, hetsy van hout of staal, aanbring.....	1,42	1,42	1,42

	During the first 12 months after this Agreement becomes binding	During the second 12 months after this Agreement becomes binding	Thereafter
	Per hour R	Per hour R	Per hour R
(k) Artisans engaged in the painting trade.....	1,29	1,29	1,29
(l) Craftsmen engaged in the painting trade.....	1,45	1,51	1,59
(m) Artisans engaged in all other trades.....	1,42	1,42	1,42
(n) Craftsmen engaged in all other trades.....	1,62	1,68	1,76
	Per week R	Per week R	Per week R
(o) Drivers of motor vehicles.....	30,80	33,00	35,20
(p) Watchmen.....	22,00	24,64	26,40

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

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

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

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

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

(a) classified as dangerous in any statutory law, provincial ordinance or municipal bylaw or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;

(b) performed on the outside of a building other than in the course of the erection of a new building, on or from a swinging scaffold, boatswain's chair, or a roof or extension ladder at a height of more than 10 m from ground level in connection with the renovation, alteration or repair of such building or the erection of illuminations or the hanging of bunting;

(c) performed on an independent chimney or steel stack at a height of more than 10 m from the ground level; and

(d) performed in old sewers or in trenches over 5 m in depth.

23. PAYMENT OF WAGES AND OVERTIME

(1) Except where otherwise provided in this Agreement, all remuneration due to an employee for a working week shall be paid in cash weekly only between 15h30 and 17h00 on Friday or on termination of employment if such termination takes place before Friday: Provided that, when Friday is a holiday in the Industry, payment shall be made on the Thursday preceding such holiday.

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

	Gedurende die eerste 12 maande nadat hierdie Ooreenkoms bindend word	Gedurende die tweede 12 maande nadat hierdie Ooreenkoms bindend word	Daarna
	Per uur R	Per uur R	Per uur R
(k) Ambagsmanne in die verfambag	1,29	1,29	1,29
(l) Vakmanne in die verfambag....	1,45	1,51	1,59
(m) Ambagsmanne in alle ander ambagte.....	1,42	1,42	1,42
(n) Vakmanne in alle ander ambagte	1,62	1,68	1,76
	Per week R	Per week R	Per week R
(o) Drywers van motorvoertuie....	30,80	33,00	35,20
(p) Wagte.....	22,00	24,64	26,40

(2) *Differensiële lone.*—'n Werknemer wat op 'n dag altesaam langer as een uur twee of meer klasse werk verrig waarvoor verskillende lone in subklousule (1) van hierdie klousule voorgeskryf word, moet teen die hoër of die hoogste loon betaal word vir alle ure wat hy op daardie dag werk.

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

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

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

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

(a) wat as gevaarlik geklassifiseer is in enige wet, provinsiale ordonnansie, munisipale verordening of regulasie wat op die Bounywerheid betrekking het en wat van krag is in enige dorp of plek waarin of waar sodanige werk verrig word;

(b) wat op 'n hoogte van meer as 10 m van die grond af aan die buitekant van 'n gebou (uitgesonderd by die oprigting van 'n nuwe gebou), op of van 'n hangsteier, bootsmanstoel, of 'n dak of skuifloor verrig word in verband met die opknapping, verbouing of herstel van sodanige gebou of die aanbring van verligting of die ophang van fees-tooisels;

(c) wat aan 'n alleenstaande skoorsteen of staalbundel verrig word op 'n hoogte van meer as 10 m van die grond af; en

(d) wat in ou riole of in slope wat meer as 5 m diep is, verrig word.

23. BETALING VAN LONE EN OORTYDBESOLDIGING

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, moet alle besoldiging wat aan 'n werknemer vir 'n werkweek verskuldig is, weekliks in kontant slegs tussen 15h30 en 17h00 betaal word op Vrydag of by diensbeëindiging as dit voor Vrydag plaasvind: Met dien verstande dat, wanneer 'n Vrydag 'n vakansiedag in die Nywerheid is, betaling moet geskied op die Donderdag voor sodanige vakansiedag.

(2) Betaling van alle besoldiging waarop 'n werknemer geregtig is, moet op die terrein waar so 'n werknemer werk of by die kantoor of werkwinkel van die werkgever betaal word.

(3) Subject to the provisions of clause 24 (1) (ii) any employer who fails to make payment on termination of employment as laid down in subclause (1) shall make such payment not later than the next pay-day, failing which he shall pay such employee all remuneration in respect of every working hour or part thereof from the time of termination of employment until the time of final payment, which time shall be fixed by the employer who shall give notice thereof in writing to the employee.

(4) Every employer shall pay wages, remuneration for overtime, allowances and all other remuneration payable to employees and enclose all stamps to which an employee is entitled in sealed envelopes endorsed with or containing the following:

- (a) The name of the employer;
- (b) the date on which the week ended;
- (c) the name of the employee;
- (d) the trade or occupation of the employee;
- (e) details of how the gross remuneration has been calculated;
- (f) authorised deductions, if any; and
- (g) the net remuneration contained in the envelope.

Such envelope, together with any statement enclosed in the envelope, shall remain the property of the employee.

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

(a) Deductions provided for in clauses 24, 32, 33, 34 and 40;

(b) deductions provided for in clauses 35 and 36;

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

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

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

24. TERMINATION OF EMPLOYMENT

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

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

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

(2) Should an employee cease work without having given to his employer the notice prescribed in subclause (1), the employer may deduct from any wages due to such employee an amount equivalent to the wages payable in terms of clause 22 for a period equal to such notice.

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

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

(b) Nothing in this clause shall prevent an employer from laying off an employee on account of shortage of materials and the employer shall not be liable for payment of any

(3) Behoudens klousule 24 (1) (ii), moet 'n werkgever wat versuim om, soos in subklousule (1) voorgeskryf, sy werknemer by diensbeëindiging te betaal, so 'n werknemer betaal nie later nie as die eersvolgende betaaldag, by ontstentenis waarvan hy aan so 'n werknemer alle besoldiging moet betaal ten opsigte van elke werkuur of gedeelte daarvan vanaf die tyd van diensbeëindiging tot die tyd van finale betaling, en laasgenoemde tyd moet vasgestel word deur die werkgever wat skriftelik kennis daarvan aan die werknemer moet gee.

(4) Elke werkgever moet die lone, besoldiging vir oortydwerk, toelaes en alle ander besoldiging wat aan werknemers verskuldig is, betaal en alle seëls waarop 'n werknemer geregtig is, insluit in verseëde koeverte waarop die volgende aantekening is of wat die volgende bevat:

- (a) Die naam van die werkgever;
- (b) die datum waarop die week geëindig het;
- (c) die naam van die werknemer;
- (d) die ambaag of beroep van die werknemer;
- (e) besonderhede van hoe die bruto besoldiging bereken is;
- (f) gemagtigde aftrekkings, as daar is; en
- (g) die netto besoldiging in die koevert ingesluit.

Sodanige koevert en ook die staat daarin ingesluit, bly die eiendom van die werknemer.

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

(a) Bedrae waarvoor in klousules 24, 32, 33, 34 en 40 voorsiening gemaak is;

(b) aftrekkings waarvoor in klousules 35 en 36 voorsiening gemaak is;

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

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

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

24. DIENSBEËINDIGING

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

(i) 'n werknemer wat as timmerman of messelaar of pleisteraar of skrynwerker werksaam is, toegelaat moet word om sy gereedskap in orde te kry gedurende die kennisgewingstermyn hierbo bedoel;

(ii) 'n werknemer wat kennis wil gee en verlang dat die loon wat aan hom verskuldig is aan hom betaal moet word op die dag waarop sy diens beëindig word, die werkgever voor 10h00 op die dag van sodanige diensbeëindiging kennis moet gee; so nie, kan die loon wat verskuldig is op die volgende betaaldag betaal word.

(2) Indien 'n werknemer ophou werk sonder dat hy sy werkgever kennis gegee het soos in subklousule (1) voorgeskryf, kan die werkgever van die loon wat aan so 'n werknemer verskuldig is, 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 22 betaalbaar is vir 'n tydperk gelyk aan sodanige kennisgewingstermyn.

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

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

(b) Geen bepaling in hierdie klousule vervat, belet 'n werkgever om 'n werknemer se diens as gevolg van 'n tekort aan materiaal op te skort nie, en die werkgever is nie aanspreeklik

remuneration during suspension: Provided that, unless the employer has given the employee notice on the previous day that his services will not be required because of a shortage of materials, the employer shall pay to such an employee, who reports for work, a minimum of one hour's remuneration in respect of such day not worked because of a shortage of materials.

25. PROHIBITED EMPLOYMENT

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

26. STORAGE AND PROVISION OF TOOLS, ETC.

(1) Suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. All employees' tools in workshops and in lock-up places provided in terms of this subclause, shall be insured by the employer against loss by fire: Provided that this provision shall apply only when an employee's tools are marked with his name and such employee has provided the employer with an inventory of such tools and has furnished the employer a reasonable opportunity of checking such inventory. If any such tools are not insured the employer shall in any case be liable for any such loss.

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

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

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

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

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

(iii) an employee to sharpen all tools.

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

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

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

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

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) soldering-irons and blow lamps;

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

(ix) files and hack-saw blades, but excluding flat files;

(x) mandrels over 5 cm in diameter;

(xi) rivet sets from No. 12 rivet and over, and grooving tools, but excluding handgroovers of sizes 6,3 mm and 7,9 mm;

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

(xiii) punches over 6 mm in diameter;

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

vir die betaling van enige besoldiging tydens sodanige diens-opskorting nie: Met dien verstande dat, indien die werkgewer die werknemer nie op die vorige dag in kennis gestel het dat sy dienste nie nodig sal wees nie vanweë 'n tekort aan materiaal, die werkgewer so 'n werknemer wat hom vir diens aanmeld 'n minimum van een uur se besoldiging moet betaal ten opsigte van sodanige dag wat hy nie gewerk het nie vanweë 'n tekort aan materiaal.

25. VERBOD OP INDIENSNEMING

Behoudens artikel 83 van die Wet, en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepalings waarby die aanwerving of indiensneming van 'n werknemer vir enige klas werk of op enige voorwaardes verbied word, geag die werkgewer vry te stel van die betaling van die besoldiging wat hy moes betaal het en die nakoming van die voorwaardes wat hy moes nagekom het as sodanige aanwerving of indiensneming nie verbied was nie; en die werkgewer moet aanhou om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige aanwerving of indiensneming nie verbied was nie.

26. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

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

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

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

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

(b) *Klipmesselaars en klipkappers*.—(i) Gereedskap vir die bewerking van graniet of ander klip, voorafgegiete klip of kunsgraniet;

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

(iii) 'n werknemer om alle gereedskap skerp te maak.

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

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

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

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

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

(iv) pypsnijgereedskap en skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietleple;

(vii) soldeerboute en blaaslampe;

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

(ix) vyle en ystersaaglemme, maar uitgesonderd platvyle;

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

(xi) klinknaelstelle van grootte No. 12 en groter en groefgereedskap, maar uitgesonderd groefbeitels 6,3-mm en 7,9 mm groot;

(xii) plaatmetaalwerkershamer en swaar klophamers;

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

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

27. INCLEMENT WEATHER

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

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

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

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

28. SANITARY ACCOMMODATION

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

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

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

29. REFRESHMENTS

(1) Every employer who employs more than 15 persons on one site shall provide a person to prepare tea for his employees during the breaks provided for in clause 19 (2) and (3).

(2) No employee may leave the position where he is working during the break referred to in clause 19 (3).

30. TRADE UNION OFFICIALS AND SHOP AND JOB STEWARDS

(1) Members of the trade union on each job where 20 or more employees for whom wages are prescribed in clause 22 (1) (f) to (n) are employed, shall be permitted to appoint shop or job stewards for such job, and facilities shall be given to organisers of the trade union to have access to such shop and job stewards, subject to the consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

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

31. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

32. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall—

(a) deduct 8c per week from the wages of each of his employees for whom wages are prescribed in clause 22 (1) (f) to (o); and to the amounts so deducted the employer shall add an amount of 5c per week per employee;

(b) deduct 2c per week from the wages of all other categories of employees for whom wages are prescribed in clause 22 (1); and to the amounts so deducted, the employer shall add an equal amount.

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

27. GURE WEER

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

- (1) om as skulping vir werknemers gedurende nat weer te dien; en/of
- (2) om as 'n kleedkamer te dien:

Met dien verstande dat hierdie klousule nie van toepassing is op stukwerk en op terreine waar minder as 10 werknemers in diens is nie of waar die omstandighede wat eie is aan die terrein of die aard van die werk wat uitgevoer word, nie ruimte vir 'n kleedkamer laat nie.

Sodanige onderdak moet bestaan uit 'n skuur, kamer of soortgelyke plek wat gesluit kan word, en wat opgerig is met mure en 'n dak wat bestaan uit beton, baksteenwerk, hout, yster of 'n samestelling daarvan of enige ander materiaal wat deur die Raad goedgekeur is en die geheel moet op so 'n wyse opgerig wees dat dit kan dien as plek waar werknemers hul klere kan verwissel en kan skuil.

28. SANITÊRE GERIEWE

(1) 'n Werkgewer moet behoorlike en toereikende sanitêre geriewe op elke werkplek vir Blankes en Nie-Blankes afsonderlik verskaf: Met dien verstande dat afsonderlike geriewe ook vir Swartes verskaf moet word wanneer die getal Swart werkers wat op enige werkplek in diens is meer as vyf is.

(2) Sanitêre geriewe moet te alle tye in 'n skoon, higiëniese en behoorlike toestand gehou word.

(3) Sanitêre geriewe moet in alle gevalle voldoen aan die wetgewing van die plaaslike owerheid in wie se gebied die werkplek geleë is.

29. VERVERSINGS

(1) Elke werkgewer wat meer as 15 persone op een perseel in diens het moet 'n persoon beskikbaar stel om tee vir sy werknemers te maak gedurende die pouses voorgeskryf in klousule 19 (2) en (3).

(2) 'n Werknemer mag nie die plek waar hy werk gedurende die teepouse in klousule 19 (3) bedoel, verlaat nie.

30. VAKVERENIGINGBEAMPTES EN VAKVERENIGINGOPSIENERS IN WERKWINKELS EN OP WERKPLEKKE

(1) Lede van die vakvereniging op elke werkplek waar daar 20 of meer werknemers in diens is vir wie lone in klousule 22 (1) (f) tot (n) voorgeskryf word, moet toegelaat word om vir sodanige werkplek vakverenigingopsiëners aan te stel, en daar moet aan die organiseerders van die vakvereniging fasiliteite verleen word om toegang te hê tot sodanige vakverenigingopsiëners, op voorwaarde dat die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger verkry word, en sodanige toestemming mag nie sonder redelike gronde geweier word nie.

(2) Beamptes van die vakvereniging moet by die gewone uitvoering van hul pligte gedurende werkure toegang hê tot bouterreine en werkwinkels, maar moet nie toegelaat word om in te meng met die volgehoute werkverrigting van 'n werknemer nie of om 'n werknemer te nader sonder dat die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger vooraf verkry is nie.

31. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

Werkgewers moet aan hul werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

32. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer—

(a) 8c per week aftrek van die loon van elkeen van sy werknemers vir wie lone voorgeskryf word in klousule 22 (1) (f) tot (o); en by die bedrag aldus afgetrek moet die werkgewer 'n bedrag van 5c per week per werknemer voeg;

(b) 2c per week aftrek van die lone van al die ander klasse werknemers vir wie lone voorgeskryf word in klousule 22 (1); en by die bedrag aldus afgetrek moet die werkgewer 'n bedrag voeg wat daaraan gelyk is.

Die werkgewer moet die bedrae hierbo gespesifiseer aan die Raad oorbetal op die wyse voorgeskryf by subklousule (2): Met dien verstande dat die bepaling van hierdie paragraaf nie van toepassing is ten opsigte van 'n werknemer wat 18 uur of minder in 'n bepaalde week gewerk het nie, en waar

employed by two or more employers in any one week, the deduction for that week shall be made by the employer by whom such employee was first employed during that week for 18 hours or less.

(2) Every employer shall on each pay-day issue to each employee—

(a) referred to in subclause (1) (a) a stamp to the value of 13c;

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

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

(3) The stamps referred to in subclause (2) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps. Application for such refund shall be made not later than six calendar months after the expiration of the year during which the said stamps were issued.

(4) The stamps issued to each employee in terms of subclause (2) shall be affixed by such employee in a contribution book obtainable from the Secretary of the Council and retained by the employee. Application for a contribution book shall be made by the employee on the form prescribed by the Council.

(5) The Council may at its discretion combine the stamps and contribution books referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

(6) Contribution books and stamps are not transferable nor can they be ceded or pledged.

33. HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

(1) (a) *Holiday Fund*.—In addition to any other remuneration payable in terms of this Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee the allowance specified hereunder which shall cover payment in respect of the annual leave period mentioned in clause 21 (1) (a) as well as the public holidays referred to in clause 21 (1) (b):

Class of employee	During the first 12 months after this Agreement becomes binding	During the second 12 months after this Agreement becomes binding	Thereafter
	Per hour c	Per hour c	Per hour c
Employees for whom wages are prescribed in—			
(i) Clause 22 (1) (a) to (e) and (p).....	3	4	5
(ii) Clause 22 (1) (f) to (k), (m) and (o).....	11	11	11
(iii) Clause 22 (1) (l) and (n)....	11	14	15

(b) *Stabilisation Fund*.—In addition to the Holiday Fund allowance payable in terms of paragraph (a) and any other remuneration payable in terms of this Agreement, an employer shall pay to each of his employees, for whom wages are prescribed in clause 22 (1) (f) to (o), in respect of every hour worked by such employee an allowance of 2c which shall cover his contribution to the Fund referred to in subclause (4) (a).

(2) The allowances referred to in subclause (1) shall be payable for not more than 44 hours in any week irrespective of whether such time was worked at ordinary or overtime rates.

'n werknemer in die diens van twee of meer werkgewers in 'n bepaalde week was, moet die aftrekking vir daardie week gemaak word deur die werkgewer by wie hy eerste gedurende daardie week 18 uur of minder in diens was.

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

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

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

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

(3) Die werkgewer moet die seëls in subklousule (2) bedoel van die Raad aankoop en te alle tye 'n toereikende reserwvoorraad daarvan hê: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry. Aansoek om sodanige terugbetaling moet gedoen word binne ses kalendermaande na die verstrikking van die jaar waarin genoemde seëls uitgereik is.

(4) Die seëls wat ooreenkomstig subklousule (2) aan elke werknemer uitgereik is, moet deur so 'n werknemer in 'n bydraeboek geplak word wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word. Die werknemer moet om 'n bydraeboek aansoek doen op die vorm wat deur die Raad voorgeskryf word.

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

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

33. VAKANSIEFONDS, VERLOFBETALING EN STABILISASIEFONDS

(1) (a) *Vakansiefonds*.—Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer aan elke lid van ondergenoemde klasse werknemers ten opsigte van elke uur deur sodanige werknemer gewerk die toelae hieronder gespesifiseer, betaal, wat voorsiening moet maak vir betaling ten opsigte van die jaarlikse verloftydperk in klousule 21 (1) (a) bedoel sowel as die openbare vakansiedae in klousule 21 (1) (b) bedoel:

Klas werknemer	Gedurende die eerste 12 maande nadat hierdie Ooreenkoms bindend word	Gedurende die tweede 12 maande nadat hierdie Ooreenkoms bindend word	Daarna
	Per uur c	Per uur c	Per uur c
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 22 (1) (a) tot (e) en (p).....	3	4	5
(ii) klousule 22 (1) (f) tot (k), (m) en (o).....	11	11	11
(iii) klousule 22 (1) (l) en (n)....	11	14	15

(b) *Stabilisasiefonds*.—Benewens die vakansiefondstoelae betaalbaar ingevolge paragraaf (a) en enige ander besoldiging betaalbaar ingevolge hierdie Ooreenkoms moet 'n werkgewer aan elk van sy werknemers vir wie lone in klousule 22 (1) (f) tot (o) voorgeskryf word, ten opsigte van elke uur deur sodanige werknemer gewerk, 'n toelae van 2c betaal wat voorsiening maak vir sy bydrae tot die Stabilisasiefonds in subklousule (4) (a) bedoel.

(2) Die toelae in subklousule (1) bedoel, is vir hoogstens 44 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone of oortydskale gewerk was.

(3) *Contributions.*—(a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Council each week:

Class of employee	During the first 12 months after this Agreement becomes binding	During the second 12 months after this Agreement becomes binding	Thereafter
	Per week R	Per week R	Per week R
Employees for whom wages are prescribed in—			
(i) clause 22 (1) (a) to (e) and (p).....	1,32	1,76	2,20
(ii) clause 22 (1) (f) to (k), (m) and (o).....	6,60	6,60	6,60
(iii) clause 22 (1) (l) and (n).....	6,60	7,92	8,36

(b) The contribution referred to in paragraph (a) shall only be deducted from an employee's wage where such employee has worked for more than 18 hours in any week for the same employer and where an employee has been employed by two or more employers during the same week the deduction for that week shall be made by the employer by whom he was first employed that week for more than 18 hours.

(4) (a) Of the contribution referred to in subclause (3) (a) (ii) and (iii) an amount of R1,76 per week shall be credited to the employee in a fund (hereinafter referred to as the "Stabilisation Fund");

(b) The Stabilisation Fund shall be administered by the Council and the Council may recover the cost of such administration from moneys accruing by way of interest on the investments of the Fund. The Council shall, at a date to be determined by the Council each year, pay to the employee, together with any moneys due to him from the Holiday Fund, any moneys standing to his credit in the Stabilisation Fund less amounts deducted, if any, in terms of paragraphs (c) and (d).

(c) The Council shall be entitled to deduct from the amount standing to the credit of any employee in the Stabilisation Fund, any amounts outstanding in respect of trade union and Sick Benefit Fund subscriptions payable by such employee who is a member of the trade union which is a party to this Agreement, and the amounts so deducted shall be paid over by the Council to the trade union and Sick Benefit Fund concerned.

(d) The Council shall be entitled to deduct from the amount standing to the credit of any employee in the Stabilisation Fund, any amount owing by such employee to the Worcester Building Industry Medical Aid Fund as at the date of payment determined by the Council in terms of paragraph (b): Provided that any such deduction shall be limited to that portion of any claim for which the employee is liable in terms of the rules of the Medical Aid Fund.

(5) An employer shall on each pay-day issue to each employee from whose wage a contribution has been deducted in terms of subclause (3) one stamp, legibly cancelled by him with his name and the date of issue, to the value of the amount so deducted.

(6) (a) The stamps issued to each employee in terms of subclause (5) shall immediately be affixed by such employee in a contribution book which shall be obtained from the Secretary of the Council and retained by the employee.

(b) Only contribution books issued by the Council will be recognised and all contribution books shall remain the property of the Council.

(c) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation and bearing his usual signature.

(3) *Bydraes.*—(a) Elke werkgewer moet op elke betaaldag die bedrag hieronder vermeld van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, aftrek en sodanige bydrae elke week aan die Raad betaal:

Klas werknemer	Gedurende die eerste 12 maande nadat hierdie Ooreenkoms bindend word	Gedurende die tweede 12 maande nadat hierdie Ooreenkoms bindend word	Daarna
	Per week R	Per week R	Per week R
Werknemers vir wie lone voorgeskrif word in—			
(i) klousule 22 (1) (a) tot (e) en (p).....	1,32	1,76	2,20
(ii) klousule 22 (1) (f) tot (k), (m) en (o).....	6,60	6,60	6,60
(iii) klousule 22 (1) (l) en (n).....	6,60	7,92	8,36

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer meer as 18 uur in enige week vir dieselfde werkgewer gewerk het en wanneer 'n werknemer by twee of meer werkgewers gedurende dieselfde week in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week meer as 18 uur in diens was.

(4) (a) Van die bydrae in subklousule (3) (a) (ii) en (iii) bedoel, moet die werknemer met 'n bedrag van R1,76 per week gekrediteer word in 'n fonds (hierna die "Stabilisasiefonds" genoem).

(b) Die Stabilisasiefonds word deur die Raad geadmistreer en die Raad kan die koste van sodanige administrasie verhaal van geld wat aan die Stabilisasiefonds as rente op beleggings toeval. Op 'n datum wat elke jaar deur die Raad bepaal moet word, moet die Raad tesame met enige geld deur die Vakansiefonds aan die werknemer verskuldig, enige geld tot sy krediet in die Stabilisasiefonds min enige bedrae, indien daar is, wat ingevolge paragrafe (c) en (d) afgetrek word, aan die werknemer betaal.

(c) Die Raad is geregtig om enige uitstaande bedrae ten opsigte van vakverenigingslegedgeld en siektebystandsfondsgeld wat betaalbaar is deur 'n werknemer wat 'n lid is van die vakvereniging wat 'n party by die Ooreenkoms is af te trek van die bedrag tot sodanige werknemer se krediet in die Stabilisasiefonds, en die bedrae aldus afgetrek, moet deur die Raad aan die betrokke vakvereniging en siektebystandsfonds oorbetal word.

(d) Die Raad is geregtig om enige bedrag wat deur 'n werknemer aan die Mediese Hulpfonds vir die Bounywerheid, Worcester, verskuldig is op die datum ingevolge paragraaf (b) deur die Raad bepaal, af te trek van die bedrag tot sodanige werknemer se krediet in die Stabilisasiefonds: Met dien verstande dat enige sodanige aftrekking beperk moet wees tot daardie gedeelte van enige eis waarvoor die werknemer ingevolge die reëls van die Mediese Hulpfonds aanspreeklik is.

(5) 'n Werkgewer moet op elke betaaldag aan elke werknemer van wie se loon 'n bydrae ingevolge subklousule (3) afgetrek is, een seël ter waarde van die aldus afgetrekte bedrag wat op 'n leesbare wyse deur hom met sy naam en die datum van uitreiking gerojear is, uitreik.

(6) (a) Elke werknemer moet die seëls wat ooreenkomstig subklousule (5) aan hom uitgereik is, onmiddellik in 'n bydraeboek plak wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

(b) Slegs bydraeboeke wat deur die Raad uitgereik is, word erken en alle bydraeboeke bly die eiendom van die Raad.

(c) Die werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die werknemer moet dit invul deur sy volle naam en adres en beroep daarop in te skryf en dit met sy gewone handtekening te onderteken.

(d) The Council may at its discretion combine the stamps and contribution books referred to in this clause, with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

(7) The stamps referred to in subclause (5) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps. Application for such refund shall be made on or before 30 June in the year following that in which the stamps were issued.

(8) Immediately after the last pay-day in October in each year, employees shall deposit their contribution books at the office of the Council and shall be issued with a receipt therefor and on production of such receipt on a date to be determined by the Council each year shall be paid the amount standing to their credit in the Holiday and Stabilisation Funds.

(9) No payment shall be made by the Council in respect of any stamps issued to employees in terms of subclause (5), unless such stamps are affixed in a contribution book obtained from the Council.

(10) If an employee should fail or omit to claim the value of the stamps issued to him in terms of subclause (5) within a period of six calendar months from the date of commencement of the holiday period, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period of six calendar months and many without legal liability, authorise at any time the payment of such claims from moneys which have accrued to the Council in terms of this subclause, on production of such stamps.

(11) No payments shall be made from the Holiday and Stabilisation Funds in respect of—

(a) stamps which have erasures or alterations or have been mutilated or destroyed: Provided that the Council shall have the right to authorise payments in its discretion;

(b) stamps tendered for payment after tendering of the contribution book in respect of the relevant year. Such stamps, for purposes of payment, shall be deemed to have been issued during the year following;

(c) stamps tendered before the annual holiday period subject to the provisions of subclause (12): Provided that the Council may authorise the Secretary to make payment to any employee for any good reason determined by the Council; and

(d) stamps issued in terms of subclause (5) and lodged with the Council by any person other than the employee whose name has been recorded by the Council on the contribution book in which such stamps are contained.

(12) Upon the death of an employee and subject to the remaining provisions of this subclause, the amount due to him from the Holiday and Stabilisation Funds shall be paid to his duly appointed nominee (hereinafter styled "the beneficiary").

In the event, however, of—

(a) no beneficiary having been nominated by such deceased employee; or

(b) the beneficiary having pre-deceased the deceased employee;

(c) the beneficiary failing to claim payment within six months from the date of the death of such deceased employee;

the amount due to the deceased employee by the Holiday and Stabilisation Funds shall be paid into the estate of such deceased employee.

(13) All amounts held by the Council to the credit of the Holiday and Stabilisation Funds may be invested from time to time on fixed deposit or on call with a bank, building society or registered deposit receiving institution approved by the Registrar, or in permanent shares, in a building society. No employee shall have any claim in respect of interest accruing to the Holiday and Stabilisation Funds, neither shall he be responsible for any contribution towards the expenses of administering the said funds.

(14) Subject to the provisions of subclause (12) the amount credited to an employee in the Holiday and Stabilisation Funds shall not be transferable and any employee who

(d) Die Raad kan na goedvinde seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van ander fondse waarvoor daar in hierdie Ooreenkomste voorsiening gemaak word.

(7) Die seëls in subklousule (5) bedoel, moet deur die werkgewer van die Raad aangekoop word en hy moet te alle tye 'n toereikende reserwevoorraad daarvan hê: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van alle ongebruikte seëls van die Raad kan verkry. Aansoek om sodanige terugbetaling moet gedoen word voor of op 30 Junie van die jaar wat volg op dié waarin die seëls uitgereik is.

(8) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet werknemers hul bydraeboeke by die kantoor van die Raad inlewer en moet hulle 'n ontvangsbewys daarvoor kry, en by die oorhandiging van sodanige ontvangsbewys op 'n datum wat elke jaar deur die Raad vasgestel moet word, moet die bedrag wat in sodanige Vakansiefonds en Stabilisasiefonds in hul krediet staan, aan hulle betaal word.

(9) Die Raad betaal geen bedrae uit ten opsigte van seëls wat aan werknemers ingevolge subklousule (5) uitgereik is, nie, tensy sodanige seëls geplaak is in 'n bydraeboek wat van die Raad verkry is.

(10) Indien 'n werknemer sou nalaat of versuim om binne 'n tydperk van ses kalendermaande vanaf die datum waarop die vakansietydperk begin, die waarde van die seëls wat ingevolge subklousule (5) aan hom uitgereik is, te eis, verbeur hy die waarde daarvan en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling wat na genoemde tydperk van ses kalendermaande ingedien word, oorweeg, en kan (sonder wetlike aanspreeklikheid) te enigertyd magtiging verleen dat sodanige eise by die voorlegging van sodanige seëls betaal word uit geld wat ooreenkomstig hierdie subklousule aan die Raad toegeval het.

(11) Geen betaling van bedrae uit die Vakansiefonds en die Stabilisasiefonds moet gemaak word nie ten opsigte van—

(a) seëls wat uitgewis is of waarop veranderings voorkom of wat beskadig of vernietig is: Met dien verstande dat die Raad oor die bevoegdheid beskik om na goedvinde magtiging vir die uitbetaling van bedrae te verleen;

(b) seëls wat vir uitbetaling ingedien word nadat die bydraeboek ten opsigte van die betrokke jaar ingedien is. Vir doeleindes van uitbetaling word sodanige seëls geag gedurende die volgende jaar uitgereik te wees;

(c) seëls wat ingedien word voor die vakansietydperk, behoudens subklousule (12): Met dien verstande dat die Raad aan die Sekretaris magtiging kan verleen om, om 'n grondige rede deur die Raad bepaal, die bedrag aan 'n werknemer uit te betaal; en

(d) seëls uitgereik ingevolge subklousule (5) en wat by die Raad ingedien is, aan enigiemand anders behalwe die werknemer wie se naam deur die Raad ingeskryf is in die bydraeboek waarin dié seëls gehou word.

(12) By die afsterwe van 'n werknemer en behoudens die ander bepalinge van hierdie subklousule, moet die bedrag wat uit die Vakansiefonds en die Stabilisasiefonds aan hom verskuldig is, aan sy behoorlik aangestelde benoemde (hieronder die "begunstigde" genoem) betaal word.

Ingeval—

(a) geen begunstigde egter deur die afgestorwe werknemer benoem is nie; of

(b) die begunstigde voordat die afgestorwe werknemer te sterwe gekom het; of

(c) die begunstigde versuim om binne ses maande vanaf die datum van oorlyde van sodanige werknemer betaling te eis;

moet die bedrag wat deur die Vakansiefonds en die Stabilisasiefonds aan die afgestorwe werknemer verskuldig is, in die boedel van sodanige afgestorwe werknemer gestort word.

(13) Alle bedrae wat by die Raad in die krediet van die Vakansiefonds en die Stabilisasiefonds staan, mag van tyd tot tyd op vaste deposito of as onmiddellik opvraagbaar in 'n bank, bouvereniging of geregistreerde depositonemende instelling wat deur die Registrateur goedgekeur is, of in permanente aandele in 'n bouvereniging belê word. Geen werknemer het enige aanspraak ten opsigte van die rente wat aan die Vakansiefonds en die Stabilisasiefonds toeval nie en hy is ook nie yir enige bydrae vir die administrasiekoste van genoemde Fondse aanspreeklik nie.

(14) Behoudens subklousule (12), is die bedrag waarmee 'n werknemer in die Vakansiefonds en die Stabilisasiefonds gekrediteer is, nie oordraagbaar nie, en enige werknemer wat 'n

assigns, transfers, cedes, pledges, hypothecates and/or lends any contribution book issued by the Council and/or any stamps issued in terms of subclause (5) shall forthwith cease to be entitled to the value of any such stamps which shall be forfeited to the general funds of the Council.

(15) Any employee shall be entitled to purchase from the Council through his employer by way of a saving any denomination of Holiday Fund stamp referred to in subclause (5) over and above the Holiday Fund remuneration to which he is entitled under subclause (1) and which stamp shall be referred to as a Saving Stamp. All provisions governing the issue and repayment of Holiday Fund Stamps shall *mutatis mutandis* apply to this Savings Stamp.

(16) The Council shall cause full and true accounts of the Holiday and Stabilisation Funds to be kept and shall cause to be prepared annual accounts for the period ending 31 December of each year of all the revenue and expenditure of the Holiday and Stabilisation Funds and statements showing their assets and liabilities. Every such account and statement shall be certified by the auditor/s of the Council who shall be a public accountant/s and shall be countersigned by the Chairman of the Council, and shall within eight months after the close of the period covered by it, be transmitted to the Secretary for Labour with any report made thereon by the said auditor/s. Copies of the annual accounts and balance sheets shall be available for inspection by members of the Holiday and Stabilisation Funds.

(17) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Holiday and Stabilisation Funds shall continue to be administered by the Council until they are either liquidated or transferred by the Council to any other fund or funds constituted for the same purpose as that for which the original funds were created.

(18) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement remains binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Holiday and Stabilisation Funds shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday and Stabilisation Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence upon the expiration of this Agreement, the Holiday and Stabilisation Funds shall be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (19) and, if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Holiday and Stabilisation Funds shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(19) Upon liquidation of the Holiday and Stabilisation Funds in terms of subclause (17) or (18) the moneys remaining to the credit of the Holiday and Stabilisation Funds after the payment of all claims against the Funds including administration and liquidation expenses, shall be paid into the general funds of the Council.

(20) *Apprentices.*—In addition to any other remuneration to which an apprentice is entitled, an employer shall pay to such apprentice the amount specified hereunder:

(a) *Annual leave period.*—The wages which the apprentice would have earned if he had worked for his employer during the prescribed annual leave period [inclusive of public holidays mentioned in clause 21 (1) (b) falling within such closed period], such amount to be paid on the last day prior to the commencement of the annual leave period: Provided that in the case of an apprentice whose contract of employment terminates prior to the last pay-day preceding the commencement of the annual leave period, the employer shall pay to such apprentice an amount of not less than one

bydraeboek wat deur die Raad uitgereik is en/of seëls uitgereik ingevolge subklousule (5), afstaan, oordra, seëder, verpand, verhipotekeer en/of uitleen, verbeur onmiddellik alle reg op die waarde van sodanige seëls wat dan aan die algemene fondse van die Raad toeval.

(15) Enige werknemer is daartoe geregtig om van die Raad deur bemiddeling van sy werkgever by wyse van besparing enige soort Vakansiefondsseël in subklousule (5) bedoel, te koop bo en behalwe die Vakansiefondsbesoldiging waarop hy geregtig is ooreenkomstig subklousule (1). So 'n seël word 'n Spaarseël genoem, en alle bepalinge betreffende die uitreiking en terugbetaling van Vakansiefondsseëls is *mutatis mutandis* op hierdie Spaarseël van toepassing.

(16) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die Vakansiefonds en die Stabilisasiefonds en moet jaarrekenings laat opstel van al die uitgawes en inkomste van die Vakansiefonds en die Stabilisasiefonds vir die tydperk eindigende 31 Desember elke jaar en ook state wat die bates en laste van die Vakansiefonds en die Stabilisasiefonds toon. Al sodanige rekenings en state moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester of openbare rekenmeesters moet wees, en sodanige rekenings en state moet deur die Voorsitter van die Raad mede-onderteken word en moet binne agt maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid gestuur word saam met 'n verslag wat genoemde ouditeur/ouditeurs daarvoor uitgebring het. Kopieë van die jaarrekenings en balansstate moet beskikbaar wees ter insae deur lede van die Vakansiefonds en die Stabilisasiefonds.

(17) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om enige ander rede gestaak word, moet die Vakansiefonds en die Stabilisasiefonds nog deur die Raad geadmistreer word totdat hulle of gelikwieder of deur die Raad oorgedra is aan 'n ander fonds of fondse wat in die lewe geroep is vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(18) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee uit die geledere van die werkgewers en die werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging van albei kante, en sodanige komitee moet voortgaan om die Vakansiefonds en die Stabilisasiefonds te administreer. 'n Vakature wat in die komitee ontstaan, kan deur die registrateur gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersverteenvoorders in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Vakansiefonds en die Stabilisasiefonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees het al die bevoegdhede van die komitee vir sodanige doel. Ingeval daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiefonds en die Stabilisasiefonds deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwieder word op die manier uiteengesit in subklousule (19), en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwieder en sy bates verdeel is, moet die saldo van die Vakansiefonds en die Stabilisasiefonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(19) By die likwidasië van die Vakansiefonds en die Stabilisasiefonds ooreenkomstig subklousule (17) of (18), moet die geld waarmee die Vakansiefonds en die Stabilisasiefonds gekrediteer is na betaling van alle eise teen die Fondse met inbegrip van die administrasie- en likwidasiëkoste, in die algemene fondse van die Raad gestort word.

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

(a) *Jaarlikse verloftydperk.*—Die loon wat 'n vakleerling sou verdien het as hy gedurende die voorgeskrewe jaarlikse verloftydperk [met inbegrip van openbare vakansiedae bedoel in klousule 21 (1) (b) wat binne sodanige geslote tydperk val] vir sy werkgever gewerk het, en sodanige bedrag moet op die laaste dag voor die begin van die jaarlikse verloftydperk betaal word: Met dien verstande dat, in die geval van 'n vakleerling wie se dienskontrak eindig voor die laaste betaaldag wat die begin van die jaarlikse verloftydperk voorafgaan, die werkgever aan so 'n vakleerling 'n bedrag moet

quarter of the weekly wage in respect of each completed month of employment during the year preceding such leave;

(b) *Public holidays*.—The wages which the apprentice would have earned if he had worked for his employer on Good Friday, Ascension Day, Day of the Covenant and Republic Day, such amount to be paid on the pay-day following the public holiday concerned.

34. PENSION OR LIKE FUND

(1) *Allowances*.—(a) In addition to any other remuneration payable in terms of the Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder:

Class of employee	Allowance		
	During the first 12 months after this Agreement becomes binding	During the second 12 months after this Agreement becomes binding	Thereafter
	Per hour c	Per hour c	Per hour c
Employees for whom wages are prescribed in—			
(i) clause 22 (1) (f) to (k), (m) and (o).....	5	5	5
(ii) clause 22 (1) (l) and (n)....	5	6	7

(b) The allowances referred to in paragraph (a) shall be payable for not more than 44 hours in any week irrespective of whether such time was worked at ordinary or overtime rates.

(2) *Contributions*.—(a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the undermentioned classes of employees, the contribution specified hereunder and pay such contribution to the Council each week:

Class of employee	Contribution		
	During the first 12 months after this Agreement becomes binding	During the second 12 months after this Agreement becomes binding	Thereafter
	Per week R	Per week R	Per week R
Employees for whom wages are prescribed in—			
(i) clause 22 (1) (f) to (k), (m) and (o).....	4,40	4,40	4,40
(ii) clause 22 (1) (l) and (n)....	4,40	5,28	6,16

Provided that—

(i) where such employee works less than 44 hours but for more than 18 hours, his contribution shall be equal to the difference between the total weekly contribution and the remuneration due to him under subclause (1);

(ii) this deduction shall not be made in respect of such employee who has worked for 18 hours or less during any one week for one employer.

(3) (a) The contributions deducted and paid to the Council in terms of subclause (2) (a) shall be applied for a pension and/or like fund for employees for whom contributions are made.

betaal van minstens een kwart van die weekloon ten opsigte van elke voltooide maand diens gedurende die jaar wat sodanige verlof voorafgegaan het;

(b) *Openbare vakansiedae*.—Die loon wat die vakleerling of minderjarige sou verdien het as hy op Goeie Vrydag, Hemelvaartsdag, Geloftedag en Republiekdag vir sy werk-gewer gewerk het, en sodanige bedrag moet betaal word op die betaaldag wat volg op die betrokke vakansiedag.

34. PENSIOEN- OF SOORTGELYKE FONDS

(1) *Toelaes*.—(a) Benewens enige ander besoldiging wat ingevolge die Ooreenkoms betaalbaar is, moet 'n werkgever aan elke lid van ondergenoemde klasse werknemers, ten opsigte van elke uur deur sodanige werknemer gewerk, die toelaes hieronder gespesifiseer, betaal:

Klas werknemer	Toelaes		
	Gedurende die eerste 12 maande nadat hierdie Ooreenkoms bindend word	Gedurende die tweede 12 maande nadat hierdie Ooreenkoms bindend word	Daarna
	Per uur c	Per uur c	Per uur c
Werknemers vir wie lone voorgeskrif word in—			
(i) klousule 22 (1) (f) tot (k), (m) en (o).....	5	5	5
(ii) klousule 22 (1) (l) en (n)....	5	6	7

(b) Die toelaes in paragraaf (a) bedoel, sal vir hoogstens 44 uur in enige week betaalbaar wees ongeag of sodanige tyd teen gewone of oortydskale gewerk was.

(2) *Bydraes*.—(a) Elke werkgever moet op elke betaaldag die bedrag hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is en sodanige bydrae elke week aan die Raad betaal:

Klas werknemer	Bydrae		
	Gedurende die eerste 12 maande nadat hierdie Ooreenkoms bindend word	Gedurende die tweede 12 maande nadat hierdie Ooreenkoms bindend word	Daarna
	Per week R	Per week R	Per week R
Werknemers vir wie lone voorgeskrif word in—			
(i) klousule 22 (1) (f) tot (k), (m) en (o).....	4,40	4,40	4,40
(ii) klousule 22 (1) (l) en (n)....	4,40	5,28	6,16

Met dien verstande dat—

(i) waar sodanige werknemer minder as 44 uur maar meer as 18 uur werk, sy bydrae gelyk moet wees aan die verskil tussen die totale weeklikse bydrae en die besoldiging ooreenkomstig subklousule (1) aan hom verskuldig;

(ii) hierdie bedrag nie afgetrek moet word nie ten opsigte van 'n werknemer wat 18 uur of minder gedurende 'n bepaalde week vir een werkgever gewerk het.

(3) (a) Die afgetrekte bydraes wat ingevolge subklousule (2) (a) aan die Raad betaal is moet aangewend word vir 'n pensioen- en/of soortgelyke fonds vir werknemers vir wie bydraes gemaak word.

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

(i) establish such schemes as it may deem fit with the object of providing pension or like benefits for employees; or

(ii) enter into an agreement or agreements with any insurance company, or to continue an existing agreement or agreements with the Federated Employers' Insurance Company Limited for the establishment of a satisfactory pension or like fund or funds.

Copies of all rules relating to such schemes shall be lodged with the Secretary for Labour with whom copies of all alterations or amendments thereto shall also from time to time be lodged.

(4) Where an employee is employed by two or more employers in any one week, the deduction referred to in subclause (2) shall be made by the employer by whom he was first employed during that week for more than 18 hours. Any other employer shall pay the allowance referred to in subclause (1) in cash to the employee.

(5) The employer shall in respect of the amounts deducted in terms of subclause (2) issue on each pay-day to each such employee who has worked for him for more than 18 hours in any week one stamp to the value of the amount so deducted which stamp shall be legibly cancelled by the employer with his name and the date of issue.

(6) The provisions of subclauses (1) and (2) shall not apply unless the employee has worked for more than 18 hours in any week for the same employer. In the event of any such employee working 18 hours or less in any week with the same employer, such employer shall in lieu of contributing to such fund, pay such employee in cash at the prescribed rate.

(7) (a) The stamps issued to each employee in terms of subclause (5) shall be affixed by such employee in a contribution book to be obtained from the Secretary of the Council and retained by the employee.

(b) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation, and such other particulars as the Council may require and bearing his usual signature.

(c) The Council may at its discretion combine the stamps and contribution books referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

(8) The stamps referred to in subclause (5) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps. Application for such refund shall be made not later than six months after the expiration of the year during which the said stamps were issued.

(9) Any benefits accruing under the pension or like fund referred to in this clause shall not be transferable and cannot be ceded or pledged: provided that an employee may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.

(10) The Council shall cause full and true accounts of the pension or like fund to be kept and shall cause to be prepared an annual account of all revenue and expenditure of the said Fund for the period ending 31 December of each year. Every such account shall be certified by the auditor(s) of the Council who shall be a public accountant or public accountants and shall be countersigned by the Chairman of the Council, and shall, within six months after the close of the period covered by it, be transmitted to the Secretary for Labour with any report made thereon by the said auditor(s). A copy of the annual accounts shall be available for inspection by members of the said fund.

(11) 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.

(12) The provisions of this clause shall not apply to foremen who are excluded from the provisions of clause 19 in terms of clause 1 (4). An employer shall issue to any such foreman the stamp referred to in subclause (5) and shall recover the

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

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

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

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

(4) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgewers in diens is, moet die aftrekking in subklousule (2) bedoel gemaak word deur die werkgewer deur wie hy die eerste vir meer as 18 uur gedurende daardie week in diens geneem is. Alle ander werkgewers moet die toelae in subklousule (1) bedoel in kontant aan die werknemer betaal.

(5) Die werkgewer moet ten opsigte van die bedrae wat ingevolge subklousule (2) afgetrek is, op elke betaaldag aan elke sodanige werknemer wat meer as 18 uur in 'n bepaalde week vir hom gewerk het een seël uitreik ter waarde van die bedrag aldus afgetrek, en dié seël moet leesbaar deur die werkgewer met sy naam en die uitreikdatum gerojear word.

(6) Subklousules (1) en (2) is nie van toepassing nie tensy die werknemer meer as 18 uur in 'n week vir dieselfde werkgewer gewerk het. In geval so 'n werknemer 18 uur of minder in 'n week by dieselfde werkgewer gewerk het, moet so 'n werkgewer, in plaas daarvan om tot sodanige fonds by te dra, aan so 'n werknemer 'n kontantbedrag betaal wat bereken is teen die voorgeskrewe skaal.

(7) (a) Die seëls wat ooreenkomstig subklousule (5) aan elke werknemer uitgereik is, moet deur so 'n werknemer in 'n bydraeboek geplak word wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

(b) Die werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die werknemer moet dit invul deur sy volle naam en adres, beroep en sodanige ander besonderhede wat die Raad mag vereis, in te skryf en dit met sy gewone handtekening te onderteken.

(c) Die Raad kan na goedvinde die seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van ander fondse waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

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

(9) Die voordele uit die pensioen- of soortgelyke fonds wat in hierdie klousule genoem word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie: Met dien verstande dat 'n werknemer nogtans 'n begunstigde kan benoem om die opbrengs van sy polis te ontvang ingeval hy voor sy uitdiens-treding te sterwe sou kom.

(10) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die pensioen- of soortgelyke fonds en moet 'n jaarrekening van alle inkomste en uitgawes van genoemde fonds vir die tydperk eindigende 31 Desember elke jaar laat opstel. Al sodanige rekening moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester of openbare rekenmeesters moet wees, en moet deur die Voorsitter van die Raad mede-onderteken word, en sodanige rekenings moet binne ses maande na die sluiting van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid deurgestuur word tesame met 'n verslag wat genoemde ouditeur/ouditeurs daaroor uitgebring het. 'n Kopie van die jaarrekening moet beskikbaar wees ter insae deur lede van genoemde fonds.

(11) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms van krag is, kan die Registrateur 'n trustee of trustees aanstel om die werk van die Raad ten opsigte van hierdie klousule te verrig, en die trustees wat aldus aangestel word, beskik oor al die bevoegdhede wat vir die toepassing van hierdie klousule by die Raad berus.

(12) Hierdie klousule is nie van toepassing nie op voormanne wat ingevolge klousule 1 (4) uitgesluit is van die bepalings van klousule 19. 'n Werkgewer moet aan so 'n voorman die seël uitreik wat in subklousule (5) bedoel word en moet die

value of the said stamp by means of a deduction from wages: Provided that where any such foreman is employed by two or more employers during the same week the deduction for that week shall be made by the employer by whom he was first employed during that week for more than 18 hours.

35. SICK BENEFIT DEDUCTION

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

Employees for whom wages are prescribed in clause 22 (1) (f) to (n): 80c per week.

(2) Every employer shall in respect of the amount deducted in terms of subclause (1) issue on each pay-day to each such employee a stamp cancelled by him, bearing the employer's name and the date of issue.

(3) The stamp referred to in subclause (2) above shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps.

(4) No payment or deduction shall be made in terms of subclause (1) by an employer in respect of an employee who works for him for 18 hours or less in any week.

(5) Where an employee is employed by two or more employers during the same week, the deduction and contribution in terms of subclause (1) shall be made by the employer by whom he was first employed during that week for more than 18 hours.

(6) Every employee shall immediately affix the stamps issued to him in terms of subclause (2) in a contribution book to be obtained from the Council.

(7) The Council in its discretion may combine the stamps referred to in this clause with any other stamps and/or contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement or which may be introduced from time to time.

(8) No contribution book shall contain more than 49 stamps and should more stamps be affixed thereto, the excess shall be confiscated by the Secretary and the value thereof applied to the general funds of the Council.

(9) The contribution book and stamps issued to employees are not transferable and no person shall pledge, cede, sell or give away such stamps or contribution books. Stamps in the possession of any person obtained in any manner other than that laid down in the terms of this Agreement, shall be forfeited to the general funds of the Council.

(10) The Council shall pay to the Western Province Building and Allied Trades Sick Fund all moneys collected in respect of stamps purchased by employers in terms of subclause (3) of this clause less a collection fee of 2½ per cent on gross sales, which shall accrue to the general funds of the Council: Provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments.

36. TRADE UNION SUBSCRIPTIONS

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

(2) Every employer shall, in respect of each employee in his employment who is a member of the trade union which is a party to the Agreement, deduct from the wages of each such employee for trade union subscription payable the amount of 33c per week:

Provided that the provisions of this subclause shall not apply in respect of any such employee who has worked for the same employer for 18 hours or less in any one working week: Provided further that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for more than 18 hours.

waarde van genoemde seël verhaal deur middel van 'n aftrekking van sy loon: Met dien verstande dat waar so 'n voorman deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, die werkgewer by wie hy die eerste gedurende daardie week minstens 18 uur in diens was, die bedrag vir daardie week moet aftrek.

35. AFTREKKING VIR SIEKTEBYSTAND

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

Werknemers vir wie lone in klousule 22 (1) (f) tot (n): 80c per week.

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

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

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

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

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

(7) Die Raad kan na goedvinde die seëls in hierdie klousule bedoel, kombineer met enige ander seëls en/of bydraeboeke deur die Raad uitgereik ten opsigte van enige ander fonds waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word of wat van tyd tot tyd ingevoer mag word.

(8) Geen bydraeboek mag meer as 49 seëls bevat nie, en indien meer seëls daarin geplak word, moet die oormaat deur die Sekretaris gekonfiskeer word en die waarde daarvan by die algemene fondse van die Raad gevoeg word.

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

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

36. LEDEGELD VIR VAKVERENIGINGS

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

(2) Elke werkgewer moet, ten opsigte van elke werknemer in sy diens wat lid is van die vakvereniging wat 'n party is by die Ooreenkoms, van die loon van elke sodanige werknemer die bedrag van 33c per week aftrek wat as ledegeld aan die vakvereniging betaalbaar is:

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

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

(4) The stamps referred to in subclause (3) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps.

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

(6) The Council may at its discretion combine the stamps and contribution book referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

(7) Subject to the provisions of subclause (9), the Council shall each month pay over to the trade union all moneys collected in respect of stamps purchased by employers in terms of subclause (4), less a collection fee of 2½ per cent on gross stamp sales, which amount shall accrue to the general funds of the Council: Provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments made to the trade union.

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

(9) The Secretary of the Council shall cease transmission of all moneys due to the trade union should the list of trade union members as provided for in subclause (1) not be received by the Council within 21 days of the end of a quarter.

(10) The payment of trade union moneys held back by the Council in terms of the provisions of subclause (9) shall only be made after receipt by the Council of the trade union membership list.

37. SPECIAL MEMBERSHIP LEVY—EMPLOYERS

(1) Every employer who is a member of the Worcester Master Builders' and Allied Trades Association shall pay to the Council an amount of 8c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement.

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

(3) Where an employee has worked for two or more members of the Worcester Master Builders' and Allied Trades Association during any one working week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for more than 18 hours during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary of the Council before the seventh day of each month following that in respect of which the payments are made, together with a statement in such form as the Council may prescribe indicating the number of employees in respect of whom payment is made and certifying that the amount paid is in accordance with the provisions of this clause.

(5) Subject to the provisions of subclause (7), the Council shall within one month following the month of collection forward to the Worcester Master Builders' and Allied Trades Association the total amount of contributions received in terms of this clause less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(6) The secretary of the Worcester Master Builders' and Allied Trades Association shall from time to time but not less than once every quarter of each year submit to the Secretary of the Council an updated list of its members specifying its members who are in good standing and its members who are in arrear with the membership fees.

(7) The Secretary of the Council shall cease transmission of all moneys due to the Worcester Master Builders' and Allied Trades Association should the list of the Association's members as provided for in subclause (6) not be received by the Council within 21 days of the end of a quarter.

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

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

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

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

(7) Behoudens subklousule (9), moet die Raad alle geld ingevorder ten opsigte van seëls wat werkgewers ingevolge subklousule (4) aangekoop het, elke maand aan die vakverenigings betaal na aftrekking van invorderingskoste van 2½ persent op die bruto verkope van seëls, en hierdie bedrag val aan, die algemene fondse van die Raad toe: Met dien verstande dat alle terugbetalings aan werkgewers ten opsigte van die waarde van ongebruikte seëls afgetrek moet word van die bedrae wat aldus aan die vakverenigings betaal word.

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

(9) Die Sekretaris van die Raad moet die oordrag van alle geld staak wat aan die vakvereniging verskuldig is, tensy die Raad die lys van vakvereniginglede soos in subklousule (1) bepaal binne 21 dae na die einde van 'n kwartaal ontvang.

(10) Die betaling van die vakvereniginggeld wat die Raad ingevolge subklousule (9) teruggehou het, moet geskied slegs nadat die Raad die vakvereniging se ledelys ontvang het.

37. SPESIALE LIDMAATSKAPHEFFING—WERKGEWERS

(1) Elke werkgewer wat lid is van die Worcester Master Builders' and Allied Trades Association moet ten opsigte van elke werknemer wat by hom in diens is en vir wie daar in hierdie Ooreenkoms lone voorgeskryf word, 'n bedrag van 8c per week aan die Raad betaal.

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

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

(4) Bedrae wat ingevolge hierdie klousule betaalbaar is, moet voor die sewende dag van elke maand wat volg op dié ten opsigte waarvan die bedrae betaal word, deur die werkgewer aan die Sekretaris van die Raad aangestuur word, tesame met 'n staat in dié vorm wat die Raad mag voorskryf en wat die getal werknemers aantoon ten opsigte van wie bedrae betaal word, en wat sertifiseer dat die bedrag wat betaal word in ooreenstemming met hierdie klousule is.

(5) Behoudens subklousule (7), moet die Raad binne een maand wat volg op die maand van invordering, die totale bedrag aan bydraes ontvang ingevolge hierdie klousule, min invorderingskoste van 2½ persent, wat aan die algemene fondse van die Raad toeval, aan die Worcester Master Builders' and Allied Trades Association stuur.

(6) Die sekretaris van die Worcester Master Builders' and Allied Trades Association moet van tyd tot tyd maar minstens een maal per kwartaal elke jaar aan die Sekretaris van die Raad 'n bygewerkte lys van sy lede stuur en aandui wie van sy lede volwaardige lede is en wie met hul lidmaatskapgeld agterstallig is.

(7) Die Sekretaris van die Raad moet die oordrag van alle geld staak wat aan die Association verskuldig is, tensy die Raad die ledelys van die Worcester Master Builders' and Allied Trades Association soos in subklousule (6) bepaal binne 21 dae na die einde van 'n kwartaal ontvang.

(8) The payment of Worcester Master Builders' and Allied Trades Association moneys held back by the Council in terms of the provisions of subclause (7) shall only be made after receipt by the Council of the Association's membership list.

38. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (South Africa)], hereinafter referred to as the "National Fund", hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall contribute to the National Fund an amount of 7c per week in respect of each of his employees for whom wages are prescribed in this Agreement: Provided that—

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

(ii) where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for more than 18 hours.

(3) The procedure prescribed in clause 32 relative to the manner in which payments shall be made to the Council, shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

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

(5) Copies of the constitution and of the audited annual accounts and balance sheets of the National Fund for each financial year, shall be lodged with the Council and with the Secretary for Labour. For the purposes of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

39. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the "Training Fund", hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Each employer shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the Training Fund an amount of 50c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement.

(3) No payment shall be made by an employer in respect of an employee who works for 18 hours or less for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment in respect of that week shall be made by the employer by whom he was first employed during that week for more than 18 hours.

(5) The procedure prescribed in clause 32 shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

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

(7) Copies of the constitution and of audited accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Secretary for labour. For the purposes of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

40. TOOL INSURANCE FUND

(1) (a) The Tool Insurance Fund for the Building Industry (Worcester), hereinafter referred to as the "Fund", established under Government Notice R. 693 of 26 April

(8) Die betaling van die geld van die Worcester Master Builders' and Allied Trades Association wat die Raad ingevolge subklousule (7) teruggehou het, kan geskied slegs nadat die Raad die Assosiasie se ledelys ontvang het.

38. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat in die lewe geroep is deur die Federasie van Bounywerhede (Suid-Afrika)], hierna die "Nasionale Fonds" genoem, verleen hy hierby magtiging om bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Nasionale Fonds uiteengesit is.

(2) Elke werkgewer moet 'n bedrag van 7c per week tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat—

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

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

(3) Die prosedure voorgeskryf in klousule 32 met betrekking tot die manier waarop bedrae aan die Raad betaal moet word is *mutatis mutandis* van toepassing op die betaling van bydraes ooreenkomstig hierdie klousule.

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

(5) Kopieë van die konstitusie en die geouditeerde jaarlikse rekenings en balansstate van die Nasionale Fonds vir elke boekjaar moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule beteken die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

39. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

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

(2) Behoudens subklousules (3) en (4), moet elke werkgewer 50c per week aan die Opleidingsfonds bydra vir elke werknemer in sy diens vir wie lone in hierdie Ooreenkoms voorgeskryf is.

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

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

(5) Die prosedure in klousule 32 voorgeskryf, moet *mutatis mutandis* toegepas word by die betaling van bydraes ingevolge hierdie klousule.

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

(7) Eksemplare van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "konstitusie" alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

40. GEREEDSKAPVERSEKERINGSFONDS

(1) (a) Die Gereedskapversekeringsfonds vir die Bounywerheid (Worcester), hierna die "Fonds" genoem, gestig ingevolge Goewermentskennisgewing R. 693 van 26 April 1974, met

1974, for the purpose of compensating employees for the loss of tools by fire or theft, which Fund shall be administered by the Council, is hereby continued.

(b) The Fund shall consist of—

- (i) contributions from employers and employees paid into the Fund in accordance with paragraphs (g) and (j);
- (ii) interest derived from the investment of any moneys of the Fund;
- (iii) any other sums to which the Fund may become entitled.

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

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

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

- (i) stock of the Republic of South Africa or local Government stock;
- (ii) National Savings Certificates;
- (iii) Post Office savings accounts or certificates;
- (iv) savings accounts, permanent shares or fixed deposits in registered building societies or banks; or
- (v) in any other manner approved by the Registrar.

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

(g) The moneys of the Fund shall be acquired by means of a contribution by an employer of 2c per week, and the employer shall deduct weekly an equal contribution from the wage of each employee employed by such employer for whom wages are prescribed in clause 22 (1) (f) to (n).

(h) No payment in terms of paragraph (g) shall be made by an employer in respect of an employee who works for 18 hours or less for him in any week.

(i) Where an employee is employed by two or more employers during the same week, the payment in terms of paragraph (g) for that week shall be made by the employer by whom such employee was first employed during that week for more than 18 hours.

(j) The contribution referred to in paragraph (g) shall be paid by an employer to the Council, *mutatis mutandis* in the manner and in accordance with the procedure and conditions laid down in clause 32: 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 4c.

(k) Subject to the provisions of subclause (2) (e), the principal objects of the Fund shall be to compensate employees for the loss of their tools by theft from lock-ups: Provided that if an employee loses his tools due to the acts and/or omissions of an employee as described in clause 26 (1), the employer of such employee shall be responsible for the whole amount of such lost tools.

(l) An employee wishing to claim compensation from the Fund for lost tools, shall lodge a written application with the Council in such manner as determined by the Council. No payment shall be made by the Fund unless an applicant has reported the theft of his tools to the police as soon as practicable or if an applicant fails to supply the Council with any relevant information which the Council may require. Payments from the Fund are at the absolute discretion of the Council, whose decision shall be final, and the Council shall not be obliged to give any reason for any decision: Provided that the payments from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R150 and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R350.

(2) (a) The provisions of clause 26 and subclause (1) relating to the loss of tools, other than the loss of tools by fire, shall not apply in respect of an employee unless tools placed in a lock-up for safekeeping are stored in a tool-box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools: Provided that the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size, or any other similar feature, shall be deemed to be in compliance with the requirements of this Agreement, and, in the event of such tools being lost by theft, an

die doel om werkgewers te vergoed vir die verlies van gereedskap deur brand of diefstal, en wat deur die Raad geadministreer moet word, word hierby voortgesit.

(b) Die Fonds bestaan uit—

- (i) bydraes van werkgewers en werknemers wat ooreenkomstig paragrawe (g) en (j) in die Fonds gestort word;
- (ii) rente ontvang uit die belegging van geld van die Fonds;
- (iii) enige ander bedrae waarop die Fonds geregtig mag word.

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

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

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

- (i) Effekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (ii) Nasionale Spaarsertifikate;
- (iii) Opspaarbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke; of
- (v) op enige ander manier wat die Registrateur goedkeur.

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

(g) Die geld van die Fonds word verkry deur middel van 'n werkgewer se bydrae van 2c per week en die werkgewer moet wekeliks 'n gelyke bedrag aftrek van die loon van elke werknemer wat by so 'n werkgewer in diens is en vir wie daar in klousule 22 (1) (f) tot (n) lone voorgeskryf word.

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

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

(j) Die bydrae in paragraaf (g) bedoel moet deur 'n werkgewer aan die Raad betaal word, *mutatis mutandis* op die wyse en in ooreenstemming met die prosedure en voorwaardes voorgeskryf in klousule 32: 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, 4c moet wees.

(k) Behoudens subklousule (2) (e) hiervan, is die hoofdoelstellings van die Fonds om werknemers te vergoed vir die verlies van hul gereedskap as gevolg van diefstal uit toesluitplekke: Met dien verstande dat, indien 'n werknemer sy gereedskap verloor as gevolg van handeling en/of versuim van 'n werkgewer soos in klousule 26 (1) omskryf, die werkgewer van so 'n werknemer verantwoordelik is vir die totale bedrag van sodanige verlore gereedskap.

(l) 'n Werknemer wat van die Fonds vergoeding wil eis vir verlore gereedskap, moet 'n skriftelike aansoek by die Raad indien op dié wyse wat deur die Raad bepaal word. Geen uitbetaling word deur die Fonds gemaak nie, tensy 'n aansoeker die diefstal van sy gereedskap so gou doenlik by die polisie aangemeld het of indien 'n aansoeker nie die Raad alle inligting gee wat ter sake is en wat die Raad mag vereis nie. Die Raad beskik oor volstrekte diskresie in verband met uitbetalings uit die Fonds; sy beslissing is bindend en hy is nie verplig om redes vir 'n beslissing te verstrek nie: Met dien verstande dat uitbetalings uit die Fonds nie meer gemaak moet word nie sodra die bedrag in die krediet van die Fonds minder as R150 beloop en dat verdere uitbetalings nie hervat moet word nie totdat die bedrag in die krediet van die Fonds R350 beloop.

(2) (a) Klousule 26 en subklousule (1) wat betrekking het op die verlies van gereedskap op 'n ander manier as verlies van gereedskap weens brand, is nie ten opsigte van 'n werknemer van toepassing nie tensy gereedskap wat in 'n toesluitplek vir bewaring geplaas word, in 'n gereedskapkis weggepak is wat stewig toegesluit kan word en wat ten alle tye behoorlik toegesluit gehou word behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat die plasing, deur 'n werknemer, in toesluitplekke, van gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander soortgelyke kenmerk, geag word in ooreenstemming

employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of this Agreement.

(b) Subject to the foregoing proviso, an employee shall mark his tools with his initials or other identifying mark in a permanent manner and shall be responsible for placing his tools in a tool box and for keeping such tool box properly locked.

(c) Every employee who contributes to the Fund shall submit to the Council a list, certified by his employer, of tools in his possession and a specimen of the identifying mark on his tools within seven days of the date that this Agreement becomes binding.

(d) No payment shall be made from the Fund should a claim arise prior to the submission of an employee's list of tools as prescribed in paragraph (c), or if a claim is not submitted to the Council within 30 days of the date of the loss.

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

(i) payment shall not be in excess of 50 per cent of the proved amount thereof;

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

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

(f) A public accountant or public accountants whose remuneration shall be fixed by the Council, shall be appointed annually by the Council and shall audit the accounts of the Fund at least once annually and not later than 30 June in each year prepare a statement showing income received and expenditure incurred under all headings, during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. The audited statement and the balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof duly certified by the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be transmitted to the Secretary for Labour, Pretoria, within eight months of the close of the period covered by such statement and balance sheet.

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

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

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

(aa) Two-thirds of such funds shall be paid to the employers' organisation who was a party to the Council at its dissolution;

(ab) one-third of such funds shall be disposed of in terms of section 34 (4) (c) of the Act.

te wees met die vereistes van hierdie Ooreenkoms, en ingeval sodanige gereedskap verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het nie, sy regte en voorregte kragtens hierdie Ooreenkoms ontnem word nie.

(b) Behoudens die voorafgaande voorbehoudsbepaling, moet 'n werknemer sy gereedskap blywend met sy voorletters of ander onderskeidingsteken merk en is hy daarvoor verantwoordelik om sy gereedskap in 'n gereedskapkis te plaas en sodanige gereedskapkis behoorlik gesluit te hou.

(c) Elke werknemer wat tot die Fonds bydra, moet binne sewe dae nadat hierdie Ooreenkoms bindend word aan die Raad 'n lys stuur van die gereedskap in sy besit en 'n monster van die onderskeidingsmerk op sy gereedskap, en dié lys moet deur sy werkgever gewaarmerk word.

(d) In die geval van 'n eis, word daar geen betaling uit die Fonds gemaak voordat 'n werknemer 'n lys van gereedskap soos in paragraaf (c) voorgeskryf voorgelê het nie, of indien 'n eis nie binne 30 dae na die datum van verlies by die Raad ingedien word nie.

(e) Ondanks subklousule (1) (k) of enige ander anders-luidende bepalings wat hierin voorkom, kan die Raad na goedvinde eise oorweeg ten opsigte van gereedskap wat verloor is of vermoedelik verloor is weens diefstal gedurende gemagtigde werkure: Met dien verstande dat ten opsigte van sodanige eise—

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

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

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

(f) 'n Openbare rekenmeester of openbare rekenmeesters wie se vergoeding deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en moet die rekeningstate van die Fonds minstens een maal per jaar ouditeer en voor of op 30 Junie in elke jaar 'n staat opstel wat inkomste ontvang en uitgawes onder alle hoofde aangegaan gedurende die 12 maande geëindig 31 Desember van die vorige jaar toon, asook 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan, behoorlik gesertifiseer deur die ouditeur en mede-onderteken deur die Voorsitter van die Raad, tesame met enige verslag wat die ouditeur daaroor gedoen het, moet binne agt maande na die einde van die tydperk wat deur sodanige staat en balansstaat gedek word, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

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

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

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

(aa) Twee derdes van sodanige fondse moet uitbetaal word aan die werkgeversorganisasie wat 'n party is by die Raad by sy ontbinding;

(ab) een derde van sodanige fondse moet aangewend word ingevolge artikel 34 (4) (c) van die Wet.

41. AGENTS

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

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

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

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

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

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

(4) Every employer who, or employers' organisation or trade union which is a party to the Council and all persons who are members of such employers' organisation or trade union shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclauses (2) and (3).

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

(1) (a) *Concreting*.—All concreting shall be carried out under part supervision of a skilled employee who shall be paid the wage prescribed in clause 22 (1) (n).

(b) *Caulking*.—Notwithstanding anything to the contrary, caulking may be carried out by unskilled employees under the supervision of a skilled employee who shall be paid not less than the wages prescribed in clause 22 (1) (n).

(2) *Joinery*.—No purpose-made joinery, shopfittings or shopfronts manufactured in a district in the Republic of South Africa where the wage paid to journeymen employed on such manufacture is lower than that prescribed in clause 22 (1) (n) shall be utilised in the Building Industry.

43. SCAFFOLDING AND PLANT

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

A. Supervision

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

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

(a) the provisions of this clause are complied with;

(b) all plant and machinery are maintained in good condition and properly used; and

(c) all work is carried out in a safe manner and in accordance with the designs and specifications as approved by the appropriate authority.

B. General safety measures

(1) An employer shall cause—

(a) all stairways, passageways, gangways, basements and other places where danger may exist through lack of natural light, to be adequately lit;

(b) all stairways, passageways and gangways where practicable to be kept free from materials, waste or any other obstructions;

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

41. AGENTE

(1) Die Raad kan een of meer persone as 'n agent of agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms.

(2) 'n Agent het onderstaande bevoegdhede (vir sover hierdie bevoegdhede betrekking het op slegs dié persone wat lede is van die werkgewersorganisasie of vakvereniging):

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

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

(c) om te eis dat die boeke, tydstate, registers of dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, getoon moet word en om dit te inspekteer, te ondersoek of 'n afskrif daarvan te maak.

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

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

42. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

(1) (a) *Betonwerk*.—Alle betonwerk moet uitgevoer word onder die deelydse toesig van 'n geskoolde werknemer aan wie die loon betaal moet word wat in klousule 22 (1) (n) voorgeskryf word.

(b) *Kalfaatwerk*.—Kalfaatwerk mag, ondanks andersluidende bepalings, deur ongeskoolde werknemers uitgevoer word onder die toesig van 'n geskoolde werknemer wat minstens die loon moet ontvang wat in klousule 22 (1) (n) voorgeskryf word.

(2) *Skrynwerk*.—Geen doelgemaakte skrynwerk, winkelluitrusting of winkelfronte wat vervaardig is in 'n distrik in die Republiek van Suid-Afrika waar die loon wat betaal word aan vakmanne wat vir sodanige vervaardiging in diens geneem is, laer is as dié in klousule 22 (1) (n) voorgeskryf, mag in die Bounywerheid gebruik word nie.

43. STEIERWERK EN INSTALLASIES

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

A. Toesig

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

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

(a) hierdie klousule nagekom word;

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

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

B. Algemene veiligheidsmaatreëls

(1) 'n Werkgewer moet sorg dat—

(a) alle trappe, gange, deurgange, kelderverdiepings en ander plekke waar daar weens gebrek aan natuurlike lig gevaar mag bestaan op 'n toereikende wyse verlig is;

(b) alle trappe gange en deurgange, waar doenlik, vry gehou word van materiaal, afval of ander hindernisse;

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

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

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

C. Work in elevated positions

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

D. Scaffold framework

(1) An employer shall cause—

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

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

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

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

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

(2) No employer shall use, or cause to be used, any scaffold unless it is—

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

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

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

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

(3) No employer shall require or permit—

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

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

E. Scaffold platforms

(1) An employer shall cause—

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

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

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

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

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

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

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

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

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

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

C. Werk in posisies bokant die grond

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

D. Steierramwerk

(1) 'n Werkgewer moet sorg dat—

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

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

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

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

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

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

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

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

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

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

(3) Geen werkgewer mag vereis of toelaat dat—

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

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

E. Steierplatforms

(1) 'n Werkgewer moet sorg dat—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Ramps

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

(2) An employer shall cause every ramp—

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

(i) be placed at suitable intervals; and

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

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

G. Suspended scaffolds

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

(1) outriggers are—

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

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

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

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

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

(4) the working platform is—

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

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

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

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

(c) so aangebring word dat die opening tussen die platform en die bouwerk hoogstens 75 mm wyd is: Met dien verstande dat, waar daar van werkslui vereis word om te sit terwyl hulle werk, hierdie opening hoogstens 300 mm mag wees;

(d) vry gehou word van afvalmateriaal, spykers wat uitsteek of enige ander belemmering en in so 'n toestand gehou word dat dit nie glibberig is nie.

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

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

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

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

F. Oplope

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

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

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

(i) met geskikte tussenruimtes aangebring word; en

(ii) oor die hele breedte van die oploop strek, met uitsondering dat hulle oor 'n breedte van hoogstens 230 mm onderbreek mag word ten einde die beweging van kruiwaens te vergemaklik;

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

G. Hangsteiers

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

(1) die kraanbalke—

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

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

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

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

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

(4) die werkplatform—

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

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

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

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

H. Boatswain's chair

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

I. Cantilever and jib scaffolds

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

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

(2) it complies with the provisions of subclause E of this clause.

J. Trestle scaffolds

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

K. Roof work

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

L. Demolition work

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

(2) The responsible person shall ensure that—

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

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

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

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

M. Builder's hoists

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

(a) to be secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for over-travel;

(b) to be enclosed on all sides at the bottom, and at all floors where persons are liable to be struck by moving parts of the hoist, except on the side or sides giving access to the conveyance, with walls or other effective means, to a height of at least 2 100 mm from the ground or floor level;

(c) to be provided with a door or gate at least 1 800 mm high at each landing, and such door or gate shall be kept closed except when the conveyance is at rest at that landing.

(2) An employer shall ensure that—

(a) the conveyance and counter masspiece, if any, of every builder's hoist is guided throughout its travel by rigid guides;

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

H. Bootsmanstoel

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

I. Vrydraer- en kraanarmsteiers

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

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

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

J. Boksteiers

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

K. Dakwerk

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

L. Sloopwerk

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

(2) Die verantwoordelike persoon moet verseker dat—

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

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

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

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

M. Bouhyssers

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

(a) aan die bouwerk vasgemaak of verspan is met staal-ankertoue en dat dit soveel hoër as die hoogste uitreeplek is dat daar 'n onversperde en onbelemmerde ruimte van minstens 900 mm is vir 'n bak wat te hoog opgehoys word;

(b) aan die onderpunt en op elke verdieping waar persone deur bewegende dele van die hyser getref kan word, behalwe aan die kant of kante wat toegang tot die hyser verleen, deur mure of op 'n ander doeltreffende wyse omhein is tot op 'n hoogte van minstens 2 100 mm van die grond of vloervlak af;

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

(2) 'n Werkgewer moet verseker dat—

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

(b) no suspension rope is used unless it is constructed of steel wire of good quality and manufacture and has a factor of safety of not less than six based on the maximum load it is required to support;

(c) each suspension rope is free of joints and secured to the conveyance by splicing or suitable rope clamps or other means approved by an inspector;

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

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

(f) the hoist is provided with—

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

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

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

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

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

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

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

N. Excavations

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

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

(b) provided with red warning lights at night.

(2) No employer shall, except for the purpose of erecting, shoring or bracing, require or permit any person to, and no person shall, work in an excavation under unsupported overhanging material or in an excavation which is more than 1,5 m deep and which has not been adequately shored and braced: Provided that shoring and bracing shall not be necessary where the sides of the excavation are sloped to at least the natural angle of repose of the earth measured relatively to the horizontal plane, or where such excavation is in solid rock.

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

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

(4) An employer shall ensure that the shoring and bracing is of sufficient strength to support all excavated or other material, equipment or other loads.

(b) geen hangtouw gebruik word nie tensy dit bestaan uit staaldraad van 'n goeie gehalte en fabrikaat en 'n veiligheidsfaktor van minstens ses het wat gebaseer is op die maksimum vraag wat dit sal moet dra;

(c) elke hangtouw sonder lasse is en dat dit aan die bak vasgemaak is deur middel van 'n splitslas of geskikte touklemme of op 'n ander manier wat deur 'n inspekteur goedgekeur is;

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

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

(f) die hyser voorsien is van—

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

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

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

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

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

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

(5) 'n Werkgewer moet elke bouhyser minstens een maal elke week laat inspekteur deur 'n persoon wat minstens een jaar ondervinding van die oprigting en onderhoud van bouhyzers of soortgelyke werk het, en sodanige persoon moet die hele hyser, met inbegrip van die leiers, toue en die aansluitings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheidsinstellings, ondersoek en die uitslag van elke sodanige inspeksie inskryf en onderteken in 'n verslagboek wat vir hierdie doel gehou moet word en wat deur die bouer bewaar moet word ter insae, te eniger tyd, deur 'n inspekteur. Indien daar, as gevolg van 'n ondersoek, 'n swakheid of defek gevind word, moet sodanige swakheid of defek onmiddellik aan die bouer gerapporteer word en mag die hyser nie gebruik word nie totdat sodanige swakheid of defek verhelp of herstel is.

N. Uitgrawings

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

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

(b) snags laat voorsien van rooi waarskuwingsligte.

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

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

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

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

(5) An employer shall ensure that all excavated or other material and equipment are prevented from falling into the excavation.

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

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

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

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

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

O

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

P

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

Q

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

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

R. Protective clothing and appliances

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

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

44. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason: Provided that exemption from any of the provisions of clause 43 shall not be granted unless prior approval of the Department of Labour has been obtained in writing.

(2) The Council shall have the power to fix the conditions under and the period for which any exemption shall operate.

(3) A certificate of exemption under the signature of the Chairman and Secretary of the Council shall be issued to every employer or employee exempted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

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

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

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

(8) Waar die stabiliteit van 'n bouwerk waarskynlik deur 'n uitgraving geraak sal word, moet daar doeltreffende stappe gedoen word om die stabiliteit van die bouwerk te verseker en moet elke werkgewer dié stappe doen wat nodig is om die veiligheid van persone te verseker.

(9) 'n Werkgewer moet elke uitgraving wat dieper as 1,5 m is, met inbegrip van alle verspannings en skorings, minstens een maal gedurende elke skof en elke maal voordat daar met die werk begin word nadat dit gereën het, laat inspekteur deur iemand wat bevoeg is om dit te doen, ten einde die veiligheid van persone te verseker.

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

O

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

P

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

Q

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

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

R. Beskermende klere en toestelle

'n Werkgewer moet toereikende beskermende klere, toestelle en materiaal, met inbegrip (waar nodig) van veiligheids gordels, veiligheidshelms, stofbrille, handskoene of skoel, gratis verskaf aan enigiemand wat blootgestel word aan die gevaar dat hy mag val of aan die gevaar van voorwerpe wat mag val of uitskiet of wat blootgestel word aan nat of stowwige werk wat nadelig vir sy gesondheid mag wees of aan enigiemand ten opsigte van wie 'n inspekteur dit mag vereis, en die goedere in 'n goeie toestand hou.

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

44. VRYSTELLINGS

(1) Die Raad mag om 'n afdoende rede vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen: Met dien verstande dat vrystelling van enigen van die bepalings van klousule 3 nie verleen mag word nie, tensy die skriftelike goedkeuring van die Departement van Arbeid vooraf verkry is.

(2) Die Raad het die bevoegdheid om die voorwaardes waarop en die tydperk waarvoor 'n vrystelling van krag is, te bepaal.

(3) 'n Vrystellingsertifikaat, onderteken deur die Voorsitter en die Sekretaris van die Raad, moet uitgereik word aan elke werkgewer of werknemer aan wie vrystelling verleen word.

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

45. EXHIBITION OF AGREEMENT

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

46. ADMINISTRATION OF AGREEMENT

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

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

Signed at Worcester this 3rd day of August 1978 on behalf of all parties to the Council.

J. DE V. KEYTER, Chairman.

H. K. VAN WEST, Vice-Chairman.

S. E. BAKER-EFFENDI, Secretary.

ANNEXURE

An employee who is employed in the trade bricklaying/plastering, carpentry or plumbing shall be expected to be in possession of the tools enumerated hereunder:

Article	Quantity
(a) Bricklaying/Plastering:	
Bolsters, brick, 114 mm.....	1
Brushes, whitewash, 3 knots.....	1
Chisels, cold, flat, 13 mm.....	1
Chisels, cold, flat, 25 mm.....	1
Floats, large, 300 mm.....	1
Floats, long, 450 mm.....	1
Groovers, granolithic, 6 groove.....	1
Hammers, Bricklayers.....	1
Hammers, sledge, 2 kg.....	1
Handles, hammer, sledge, 2 kg.....	1
Hawks, Plasterers.....	1
Jointers, granolithic, single groove.....	1
Jointers, long, round, bricklayers, 7,9 mm.....	1
Jointers, long, square, 7,9 mm.....	1
Jointers, short, round, 7,9 mm.....	1
Jointers, short, square, 7,9 mm.....	1
Levels, spirit, 63 x 28 x 900 mm.....	1
Lines, masons.....	1 hank
Pins, line, masons.....	1 pair
Pliers, fencing, 300 mm.....	1
Rules, boxwood, 1 m, four-fold.....	1
Squares, masons, steel, 610 mm.....	1
Tapes, steel, 20 m.....	1
Tool Box, wood.....	1
Tools, corner, external, 75 mm.....	1
Tools, corner, internal, 75 mm.....	1
Tools, nosing.....	1
Tools, small.....	1
Trowels, plastering.....	1
Trowels, bricklayers, 300 mm.....	1
Trowels, gauging, round nose, 175 mm.....	1
Trowels, pointing, 152 mm.....	1

45. VERTONING VAN OOREENKOMS

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

46. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en kan menings vir die leiding van werkgevers en werknemers uitreik wat nie onbestaanbaar met die bepalinge daarvan is nie.

47. ALGEMEEN

(1) Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as die wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van enige behandeling of die toekenning aan hom van enige voordele wat vir hom minder gunstig is as die behandeling of voordele voorgeskryf in hierdie Ooreenkoms of enige ander ooreenkoms veroorlof nie, en ok mag dit nie 'n afstand deur 'n werknemer van die toepassing op hom 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 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalinge. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdheid van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalinge van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Namens al die partye by die Raad op hede die 3de dag van Augustus 1978 te Worcester onderteken.

J. DE V. KEYTER, Voorsitter.

H. K. VAN WEST, Ondervoorsitter.

S. E. BAKER-EFFENDI, Sekretaris.

AANHANGSEL

Van 'n werknemer wat in die ambag messelwerk/pleisterwerk, timmerwerk of loodgieterswerk werksaam is, word verwag om in besit te wees van die gereedskap hieronder uiteengesit:

Artikel	Getal
(a) Messelwerk/Pleisterwerk:	
Steenbeitels, 114 mm.....	1
Witkwaste, 3 knope.....	1
Kouebeitels, plat, 13 mm.....	1
Kouebeitels, plat, 25 mm.....	1
Strykplanke, groot, 300 mm.....	1
Strykplanke, lank, 450 mm.....	1
Granolietgroefysters, met ses groewe.....	1
Steenhamers.....	1
Voorhamers, 2 kg.....	1
Voorhamerstele, 2 kg.....	1
Pleisterplanke.....	1
Voegstrykers (granolietwerk), enkelgroef.....	1
Voegstrykers, lank, rond (messelwerk), 7,9 mm.....	1
Voegstrykers, lank, vierkantig, 7,9 mm.....	1
Voegstrykers, kort, rond, 7,9 mm.....	1
Voegstrykers, kort, vierkantig, 7,9 mm.....	1
Lugbelwaterpasse, 63 x 28 x 900 mm.....	1
Klipmessellyne.....	1 string
Messelpenne.....	1 paar
Heiningtange, 300 mm.....	1
Meetstokke, bukshout, 1 m, viervoudig.....	1
Messelaarswinkelhake, staal, 610 mm.....	1
Meetbande, staal, 20 m.....	1
Gereedskapkis, hout.....	1
Gereedskap, buitehoek, 75 mm.....	1
Gereedskap, binnehoek, 75 mm.....	1
Gereedskap, neusrand.....	1
Gereedskap, klein.....	1
Troffels (pleisterwerk).....	1
Troffels (messelwerk), 300 mm.....	1
Meettroffels, ronde neus, 175 mm.....	1
Voegtroffels, 152 mm.....	1

Article	Quantity	Artikel	Getal
(b) Carpentry:		(b) Timmerwerk:	
Bags, nail, leather, double.....	1	Sakke, spyker, leer, dubbel.....	1
Bars, wrecking, goose neck.....	1	Breekysters, gansnek.....	1
Bevels, sliding.....	1	Swaaihake.....	1
Bits, brace (6 mm).....	1	Omslagbore, 6 mm.....	1
Bits, brace (8 mm).....	1	Omslagbore, 8 mm.....	1
Bits, brace (10 mm).....	1	Omslagbore, 10 mm.....	1
Bits, brace (13 mm).....	1	Omslagbore, 13 mm.....	1
Bits, brace (16 mm).....	1	Omslagbore, 16 mm.....	1
Bits, brace (19 mm).....	1	Omslagbore, 19 mm.....	1
Bits, brace (22 mm).....	1	Omslagbore, 22 mm.....	1
Bits, brace (25 mm).....	1	Omslagbore, 25 mm.....	1
Bits, countersunk, rose (12 mm).....	1	Versinkbore, roos, 12 mm.....	1
Bits, screwdrivers (10 mm).....	1	Omslagskroewedraaiers, 10 mm.....	1
Braces, ratchet, carpenters, 250 mm.....	1	Ratelomslae (timmerwerk), 250 mm.....	1
Bradawls.....	1	Spykerelse.....	1
Chisels, carpenters, 6,4 mm.....	1	Timmermansbeitels, 6,4 mm.....	1
Chisels, carpenters, 10 mm.....	1	Timmermansbeitels, 10 mm.....	1
Chisels, carpenters, 13 mm.....	1	Timmermansbeitels, 13 mm.....	1
Chisels, carpenters, 19 mm.....	1	Timmermansbeitels, 19 mm.....	1
Chisels, carpenters, 25 mm.....	1	Timmermansbeitels, 25 mm.....	1
Dividers, spring, 150 mm.....	1	Ververdeelpassers, 150 mm.....	1
Drills, hand, 0-6 mm.....	1	Handbore, 0-6 mm.....	1
Drills, twist, 3,2 mm, 4,8 mm, 6 mm.....	1 set	Spiraalbore, 3,2 mm, 4,8 mm, 6 mm.....	1 stel
Drills, Wall Star (masonry), 16 mm.....	1	Bore, Wall Star (klipmesselwerk), 16 mm.....	1
Expansion bits.....	1	Verstelbore.....	1
Files, half round, smooth, 250 mm.....	1	Vyle, half rond, glad, 250 mm.....	1
Gauges, marking.....	1	Kruishoute.....	1
Gauges, mortice.....	1	Tapkruishoute.....	1
Hammers, claw, carpenters, 800 g.....	1	Klouhamers, timmerwerk, 800 g.....	1
Hammers, panelpin, (telephone).....	1	Hamers, paneelspyker (telefoon).....	1
Knives, hacking.....	1	Kapmesse.....	1
Levels, spirit, aluminium, 600 mm.....	1	Lugbelwaterpasse, aluminium, 600 mm.....	1
Mallets, carpenters, 125 mm.....	1	Houthamers, timmerwerk, 125 mm.....	1
Mitreboxes.....	1	Verstekbakke.....	1
Pincers, carpenters, 200 mm.....	1	Knyptange, timmerwerk, 200 mm.....	1
Planes, rebate, bench, 216 mm x 38 mm.....	1	Sponningbanksawe, 216 mm x 38 mm.....	1
Planes, router, No. 71.....	1	Verdiepskawe, No. 71.....	1
Planes, jack, No. 5, 356 mm x 51 mm.....	1	Voorloperskawe, No. 5, 356 mm x 51 mm.....	1
Planes, smoothing, 254 mm x 60 mm.....	1	Soetskawe, 254 mm x 60 mm.....	1
Punches, nail, 3,2 mm x 4,8 mm.....	1 set	Spykerponse, 3,2 mm x 4,8 mm.....	1 stel
Punches, roofing.....	1	Dakponse.....	1
Rasps, half-round, 2nd cut, 250 mm.....	1	Raspers, half rond, halfsoet, 250 mm.....	1
Rules, boxwood, 1 m, four-fold.....	1	Meetstokke, buks hout, 1 m, viervoudig.....	1
Saws, cross-cut, 650 mm.....	1	Dwarssae, 650 mm.....	1
Saws, dovetail, 254 mm.....	1	Swaelstersae, 254 mm.....	1
Saws, pad.....	1	Skropsae.....	1
Saws, rip, 650 mm.....	1	Kloofsae, 650 mm.....	1
Saws, tenon, 350 mm.....	1	Tapsae, 350 mm.....	1
Sets, saw with direct reading adjust.....	1	Saagsetters met regstreekse lesingverstelling.....	1
Screwdrivers, "Yankee" type, 635 mm.....	1	Amerikaanse skroewedraaiers, 635 mm.....	1
Shaves, spoke, 250 mm.....	1	Speekskawe, 250 mm.....	1
Squares, steel, 457 mm x 610 mm.....	1	Winkelhake, staal, 457 mm x 610 mm.....	1
Squares, carpenters, steel, 300 mm.....	1	Winkelhake (timmermans), staal, 300 mm.....	1
Stones, oil, combination.....	1	Oliestene, (kombinasie).....	1
Tapes, steel, in case, 20 m.....	1	Meetbande, staal, in huisie, 20 mm.....	1
Tool Box, wood.....	1	Gereedskapkis, hout.....	1
(c) Plumbing:		(c) Loodgieterswerk:	
Bevel, sliding.....	1	Swaaihake.....	1
Chisel, cold, 12 mm.....	1	Kouebeitels, 12 mm.....	1
Chisel, cold, 19 mm.....	1	Kouebeitels, 19 mm.....	1
Chisel, cold, 25 mm.....	1	Kouebeitels, 25 mm.....	1
Dividers, spring, 300 mm.....	1	Veerverdeelpassers, 300 mm.....	1
Cutter, copper pipe, 3 mm-25 mm.....	1	Snyers, koperpyp, 3 mm-25 mm.....	1
Drill, hand, 0-6 mm.....	1	Handbore, 0-6 mm.....	1
Drill, twist, S/shank, 3,2 mm.....	1	Spiraalbore, S/skag, 3,2 mm.....	1
Drill, twist, S/shank, 4,8 mm.....	1	Spiraalbore, S/skag, 4,8 mm.....	1
Drill, twist, S/shank, 6,3 mm.....	1	Spiraalbore, S/skag, 6,3 mm.....	1
Drill, Wall Star, 16 mm.....	1	Bore, Wall Star, 16 mm.....	1
File, flat, bastard, 300 mm.....	1	Bastervyle, plat, 300 mm.....	1
Groover, hand, 6,3 mm.....	1	Groefbeitels, 6,3 mm.....	1
Groover, hand, 7,9 mm.....	1	Groefbeitels, 7,9 mm.....	1
Hammer, ball pein, 681 g.....	1	Bolpenhamers, 681 g.....	1
Hammer, tinman, riveting, 340 g.....	1	Blikslaershamers, 340 g.....	1
Iron, soldering, 681 g.....	1	Soldeerboute, 681 g.....	1
Knife, hacking.....	1	Kapmesse.....	1
Lamp, blow, 0,5 litre.....	1	Blaaslampe, 0,5 liter.....	1
Level, spirit, aluminium, 600 mm.....	1	Lugbelwaterpasse, aluminium, 600 mm.....	1
Mallet, bossing, boxwood.....	1	Bosseleerhamers, buks hout.....	1
Mallet, compo, rubber.....	1	Kompoamers, rubber.....	1
Pliers, vice-grip.....	1	Skroefbektange.....	1
Pliers, combination, 200 mm.....	1	Kombinasietange, 200 mm.....	1
Punch, centre, 6 mm.....	1	Senterponse, 6 mm.....	1
Punch, roofing.....	1	Dakponse.....	1
Rivet set, 4,8 mm.....	1	Snappers, 4,8 mm.....	1
Saw, hack, adjusting.....	1	Ystersae, verstelbaar.....	1
Screwdriver, G.S., 250 mm.....	1	Skroewedraaiers, G.S., 250 mm.....	1

Article	Quantity	Artikel	Getal
Scriber.....	1	Kraspenne.....	1
Snips, tinmans, universal.....	1	Blikskêre, universeel.....	1
Spanner, shifting, 250 mm.....	1	Skroefslutels, 250 mm.....	1
Springs, bending (for copper pipe), 15 mm, 20 mm, 25 mm.....	1 set	Veerbuiers (vir koperpype), 15 mm, 20 mm, 25 mm..	1 stel
Square, steel, 610 mm×457 mm.....	1	Winkelhake, staal, 610 mm×457 mm.....	1
Tape, steel, 3 m.....	1	Meetbande, staal, 3 m.....	1
Tool box, metal, medium.....	1	Gereedskapkiste, metaal, medium.....	1
Tool, drain, caulking, 100 mm.....	1	Rioolkalfaatysters, 100 mm.....	1
Tool, expanding (for copper pipe), 15 mm, 20 mm, 25 mm.....	1 set	Uitdygereedskap (vir koperpype), 15 mm, 20 mm, 25 mm.....	1 stel
Trowel, pointing, 150 mm.....	1	Voegtroffel, 150 mm.....	1
Wrench, basin.....	1	Moersleutel, wasbak.....	1
Wrench, stillson, 350 mm.....	1	Bobbejaansleutel, 350 mm.....	1
Wrench, stillson, 450 mm.....	1	Bobbejaansleutel, 450 mm.....	1
Wrench, strap.....	1	Moersleutel, band.....	1

No. R. 857 27 April 1979

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, WORCESTER.—CANCELLATION OF GOVERNMENT NOTICE

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 647 of 30 March 1979 with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Labour.

No. R. 857 27 April 1979

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, WORCESTER.—INTREKKING VAN GOEWERMENSKENNISGEWING

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewing R. 647 van 30 Maart 1979 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Arbeid.

CONTENTS

No.		Page No.	Gazette No.
Labour, Department of			
Government Notices			
R. 855	Industrial Conciliation Act (28/1956): Building Industry, Worcester: Main Agreement.....	1	6418
R. 856	Factories, Machinery and Building Work Act (22/1941): Building Industry, Worcester: Main Agreement.....	2	6418
R. 857	Cancellation of Government Notice.....	40	6418

INHOUD

No.		Bladsy No.	Staatskoerant No.
Arbeid, Departement van			
Goewermenskennisgewings			
R. 855	Wet op Nywerheidsversoening (28/1956): Bounywerheid, Worcester: Hooforeenkoms.....	1	6418
R. 856	Wet op Fabriek, Masjinerie en Bouwerk (22/1941): Bounywerheid, Worcester: Hooforeenkoms.....	2	6418
R. 857	Intrekking van Goewermenskennisgewing	40	6418