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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1624

31 July 1987

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, PORT NATAL.—MAIN
AGREEMENT

I, Pieter Theunis Christiaan Du Plessis, Minister of Manpower, hereby—

- (a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 3 August 1987 and for the period ending 30 October 1988, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 7, 15 (1) (a), 35 (1) (h) and 35 (5), 36 (4), 42 (4) (b) (iii), 48 and 49 of Part I and 50 (1) (a) and 51 (1) (b) of Part II, shall be binding, with effect from 3 August 1987 and for the period ending 30 October 1988, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS
Minister of Manpower

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
PORT NATAL
AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

491—A

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1624

31 Julie 1987

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, PORT NATAL.—HOOF-
OOREENKOMS

Ek, Pieter Theunis Christiaan Du Plessis, Minister van Mannekrag, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 3 Augustus 1987 en vir die tydperk wat op 30 Oktober 1988 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en
- (b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 7, 15 (1) (a), 35 (1) (h) en 35 (5), 36 (4), 42 (4) (b) (iii), 48 en 49 van Deel I, 50 (1) (a) en 51 (1) (b) van Deel II, met ingang van 3 Augustus 1987 en vir die tydperk wat op 30 Oktober 1988 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS
Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PORT NATAL

OOREENKOMS

ooreenkomstig die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangegaan tussen die

10844—1

Natal Master Builders' and Allied Industries Association

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Amalgamated Society of Woodworkers**Amalgamated Union of Building Trade Workers of South Africa****White Building Workers' Union**

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

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

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Natal Master Builders' and Allied Industries Association

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

Amalgamated Society of Woodworkers**Amalgamated Union of Building Trade Workers of South Africa****Blanke Bouwerkersvakbond**

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

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

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PART I

A. ADMINISTRATIVE AND GENERAL

1. SCOPE OF APPLICATION

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

- (a) by all employers and employees who are members of the employers' organisation or any of the trade unions;
(b) in the Magisterial Districts of Durban (excluding that portion which prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi). Chatsworth, Pinetown and Inanda.

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

- (a) only apply to those classes of employees for whom wages are prescribed in Part I of the Agreement;
(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;
(c) not apply to clerical or administrative employees;
(d) apply to foremen and general foremen who are not supervisory staff as defined in clause 4;
(e) not apply to foremen and general foremen who are supervisory staff;
(f) apply to working employers;
(g) not apply to university and technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;
(h) subject to the provisions of clause 51 of Part II of the Agreement, not apply to employers and employees who are subject to the provisions of Part II of the Agreement;

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DEEL I

A. ADMINISTRATIEF EN ALGEMEEN

1. TOEPASSINGSBESTEK

(1) Deel I van hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

- (a) deur alle werkgewers en werknemers wat lede van die werkgewers-organisatie of van enige van die vakverenigings is;
(b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermenskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Chatsworth, Pinetown en Inanda.

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

- (a) slegs van toepassing op die klasse werknemers vir wie lone in Deel I van die Ooreenkoms voorgeskryf word;
(b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens voorgeskryf of kennisgewings wat daarkragtens bestel is nie;
(c) nie op klerklike of administratiewe personeel van toepassing nie;
(d) van toepassing op voormanne en algemene voormanne wat nie toesighoudende personeel, soos in klousule 4 omskryf, is nie;
(e) nie van toepassing op voormanne en algemene voormanne wat toesighoudende personeel is nie;
(f) op werkende werkgewers van toepassing;
(g) nie van toepassing nie op universiteits- en technikonstudente, konstruksietoetsighouers, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
(h) behoudens klousule 51 van Deel II van die Ooreenkoms nie van toepassing op werkgewers en werknemers wat aan Deel II van die Ooreenkoms onderworpe is nie;

- (i) apply in respect of any off-site workshop which is not registered with the Council in the manner prescribed in clause 55 of Part II of the Agreement.

2. PERIOD OF OPERATION

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 the period ending 30 October 1988 or for such other period as the Minister may determine.

3. PURPOSE OF AGREEMENT

The purpose of this Agreement shall be to recognise the level of skill of every employee, to provide opportunities for his further progress and to establish minimum levels of remuneration and other conditions of employment for employees in the Building Industry without in any way restricting entrepreneurial initiative and employment opportunities.

4. DEFINITIONS

Any term used in this Agreement which is defined in the Labour Relations Act, 1956, shall have the same meaning as in that Act and any reference to an Act shall include any amendment thereof; further, unless inconsistent with the context—

“Act” means the Labour Relations Act, 1956;

“agent” means a person appointed by the Council in terms of the provisions of section 62 (7) of the Labour Relations Act, 1956;

“aluminium door/window fixer” means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the assembling, welding and fixing of aluminium windows, doors, door frames, shopfronts, counters, shower cubicles, verandah enclosures and awnings, including the glazing of the aluminium components thereof;

“applicator” means an employee who is registered as a tradesman Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the mixing and application of all types of special wall coatings and/or textured coatings;

“apprentice” means an apprentice as defined in the Manpower Training Act, 1981;

“block” means a walling unit whose volume, as determined by its outside measurements, is 0,006 m³ or more;

“block layer” means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific an exclusive function, is engaged on the setting out, laying and levelling of blocks, as defined, in mastic or dagha, the placing in position of door jambs and window frames and the setting up of profiles or jigs;

“brushhand painter” means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the application of priming coats and undercoats to all surfaces and the application of finishing coats of paint to walls and ceilings, including the cutting in thereof;

“Building Industry” or “Industry” means, subject to the provisions of any Demarcation Determination which has been made in terms of section 76 of the Act, and without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures and/or the making of articles for use in the erection, completion or alteration of buildings or structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein, who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, nor the wiring of or installation in buildings of lighting, heating or other permanent electrical fixtures and the installation, maintenance or repair of lifts in buildings;

Asphalting, which includes covering floors flat and/or sloping roofs, waterproofing or damp-proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tarmacadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors, basements or foundations;

- (i) van toepassing op 'n werkwinkel buite die terrein wat nie op die wyse in klousule 55 van Deel II van die Ooreenkoms voorgeskryf by die Raad geregistreer is nie.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 30 Oktober 1988 eindig of vir sodanige ander tydperk as wat die Minister bepaal.

3. DOEL VAN OOREENKOMS

Die doel van hierdie Ooreenkoms is om die vaardigheidspeil van elke werknemer te erken, om geleentheid te verskaf vir sy verdere vordering en om minimum loonpeile en ander diensvoorwaardes vir werknemers in die Bounywerheid vas te stel sonder om entrepreneursinisiatief en werkgeleenthede enigerwyse te beperk.

4. WOORDOMSKRYWING

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

“Wet” die Wet op Arbeidsverhoudinge, 1956;

“agent” 'n persoon wat ooreenkomstig artikel 62 (7) van die Wet op Arbeidsverhoudinge, 1956, deur die Raad aangestel is;

“aluminiumdeur-/vensterinstalleerder” 'n werknemer wat ooreenkomstig klousule 13 (3) as 'n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om vensters, deure, deurrame, winkelfronte, toonbanke, storthokkies, veranda-omsluitings en sonskerms van aluminium te monteer, te sweis en te installeer, met inbegrip van die beglasing van die aluminiumkomponente daarvan;

“aanwender” 'n werknemer wat ooreenkomstig klousule 13 (3) as 'n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om alle soorte spesiale verflae en/of tekstuurlae te meng en aan mure aan te wend;

“vakleerling” 'n vakleerling soos omskryf in die Wet op Mannekragopleiding, 1981;

“blok” 'n muureenheid waarvan die volume, volgens sy buiteafmetings bepaal, 0,006 m³ of meer is;

“bloklêer” 'n werknemer wat ooreenkomstig klousule 13 (3) as 'n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om blokke, soos omskryf, in mastic of dagha uit te lê, te lê en waterpas te maak, deurkosyne en vensterrame in posisie te plaas en profile of setmate op te stel;

“grofskilderverwer” 'n werknemer wat ooreenkomstig klousule 13 (3) as 'n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om grondlae en onderlae verf op alle oppervlakke aan te wend en om afwerklae verf aan mure en plafonne aan te wend, met inbegrip van die insny daarvan;

“Bounywerheid” of “Nywerheid”, behoudens die bepalings van enige Afbakeningsvasstelling wat kragtens artikel 76 van die Wet gemaak is en sonder om die gewone betekenis van die uitdrukking enigins te beperk, die Nywerheid waarin werkgewer en werknemer met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue of bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde ambagte of by onderverdelings daarvan betrokke is, maar nie klerke en administratiewe personeel nie en ook nie die bedrading of instalering, in geboue, van verligtings-, verwarmings- of ander permanente, vaste elektriese toebehore en die instalering, onderhoud of herstel van hysers in geboue nie;

Asfaltwerk, wat die volgende omvat: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of ongeglasuurde oppervlakke of nie, en afgesien daarvan van teermacadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastic of emulsie-asfalt of -bitumen gebruik word, of nie, en of dit warm of koud op sodanige dakke, vloere of in sodanige kelders of fondamente aangebring word;

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

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

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

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

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

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

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

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

painting, which includes decorating, paper hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining, marbling, spraying, signwriting and wall decoration;

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

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

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

steel reinforcing, which includes supervising the bending, placing and fixing in position of steel;

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

messelwerk, wat die volgende omvat: Betonwerk en die aanbring van betonblokke, -plaatblokke of -plate, teëlwerk aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalfaatwerk aan erdepype;

betonwerk, wat die volgende omvat: Toesighouding oor die giet van beton op die terrein en die gelykmaak van die oppervlakte daarvan;

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

beglasing, wat die volgende omvat: Die sny en/of aanbring van alle soorte glas of ander dergelike materiaal in sponnings wat gevorm is in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore en alle werksaamhede wat daarmee in verband staan;

skrynerwerk, wat die volgende omvat: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynerwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat die artikel wat gebruik word, gemaak of voorberei het die aanbringwerk in die gebou of bouwerk doen of nie, en omvat dit ook kombuiske, kombuislaakaste of ander kombuistoehore wat as 'n permanente deel van die gebou aangebring word;

ruitwerk, wat die volgende omvat: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en reklameborde, uitgesonderd elektriese ligte of uithangborde en die beglasing wat daarmee in verband staan;

klipmesselwerk, wat die volgende omvat: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring van of bouwerk met voorafgegiëte klip of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n mall- en biax- of dergelike tipe draagbare draaiskyf, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipwerkersgereedskap, afgesien daarvan of die persoon wat die artikel wat gebruik word gemaak of voorberei het die aanbringwerk in die gebou of bouwerk doen of nie;

metaalwerk, wat die volgende omvat: Die aanbring van staalplafonne, metaalvensters, metaaldeure, sierrmetaalwerk, metaalrame en metaaltrappe, en boumetaalwerk, tesame met die vervaardiging en/of aanbring van getrokke metaal, plaatmetaal en uitgedrukte metaal, afgesien daarvan of die persoon wat die artikel wat gebruik word, gemaak of voorberei het die aanbringwerk in die gebou of bouwerk doen of nie;

verfwerk, wat die volgende omvat: Versierwerk, muurplakwerk, glasuurwerk, distemperwerk, wit- en kleurkalkwerk, beitswerk, verniswerk vlamskilderwerk, marmering, spuitverfwerk, letterskilderwerk en muurversiering;

pleisterwerk, wat die volgende omvat: Boetseerwerk, modelleerwerk, die maak van gietvorms, die aanbring van voorwerk in vorms vir stortels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terrasso- en komposisie-vloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n mall- en biax- of dergelike tipe draagbare draaiskyf, buigsame sny- en afwerkmasjien, voorafgegiëte klip- of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaallatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat die artikel wat gebruik word gemaak of voorberei het die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende omvat: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanle van warm en koue water, brandbestrydingsinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat die artikel wat gebruik word gemaak of voorberei het die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende omvat: Die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehore;

staalwapening, wat die volgende omvat: Toesighouding oor die buig, plasing en vassit van staal in die regte posisie;

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

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

“carpet layer” means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the gauging, marking out, cutting, panelling, setting out, laying, fixing, fitting or stretching of all types of carpeting and carpet wall coverings;

“ceiling and partition worker” means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on any one or more of the following:

- (a) All operations connected with the setting out, cutting, fitting, levelling and plumbing of patent ceiling and partition grids;
- (b) cutting and fitting of ceiling boards and partition panels;
- (c) fitting dry-wall sheets, including the filling and taping of joints;
- (d) cutting and fitting of glass to partitions;
- (e) fitting skirting, glazing beads and cover strips;
- (f) hanging custom-made doors;

“Council” means the Industrial Council for the Building Industry, Port Natal, registered in terms of section 19 of the Act;

“craftsman” means an employee who performs skilled work and who is registered as a craftsman in accordance with the provisions of clause 13 (7);

“cupboard fixer” means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the on-site assembling and attachment, in any manner whatsoever, of prefabricated cupboards and cabinets of any material;

“deemed learner” means an employee who was deemed to be a learner by virtue of the provisions of clause 11 (5) (a) or (b) of the Former Agreement and whose employment as a deemed learner is continued in accordance with the provisions of clause 12 (2);

“door hanger” means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the hanging and adjusting of timber doors, including the fitting of ironmongery, locks and other furniture thereto;

“driver” means an employee who is engaged in driving a goods vehicle and, for the purposes of this definition, the expression “driving a goods 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;

“Durban area” or “Durban” means the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Chatsworth, Pinetown and Inanda;

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

“foreman” means an employee who—

- (a) employed in a supervisory capacity, but who may also be doing skilled work; and/or

houtwerk, wat die volgende omvat: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtmasjienwerk, draaiwerk, houtsnywerk, die aanbring van gegolfde sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtbelatting, komposisieplafonne en -muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal en die bedekking van metaal met houtwerk, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubber, rubberkomposisies, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n mall- en biax- of dergelike tipe draagbare draaiskrif, buigsame sny-, afwerk- en poleermasjien, bekisting en/of die bereiding van vorms of gietvorms vir beton, afgesien daarvan of die persoon wat die artikel wat gebruik word gemaak of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat, as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstigs is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

“matlêr” ’n werknemer wat ooreenkomstig klousule 13 (3) as ’n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om alle soorte matstof en matmuurbedekkings te meet, af te merk, te sny, paneleer, uit te lê, vas te sit, te installeer of te span;

“plafon- en afskortingswerker” ’n werknemer wat ooreenkomstig klousule 13 (3) as ’n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksies dit is om een of meer van die volgende werksaamhede te verrig:

- (a) Alle werksaamhede in verband met die uitlê, sny, installeer, waterpas- en loodregmaak van patente plafon- en afskortings-roosters;
- (b) plafonplanke en afskortingspanele sny en installeer;
- (c) droëmuurstroke vassit, met inbegrip van voeë opvul en met band toeplak;
- (d) glas sny en aan afskortings vassit;
- (e) vloerlyste, ruitkraallyste en dekstroke vassit;
- (f) doelgemaakte deure hang;

“Raad” die Nywerheidsraad vir die Bounywerheid, Port Natal, wat ingevolge artikel 19 van die Wet geregistreer is;

“vakman” ’n werknemer wat geskoolde werk verrig en wat ooreenkomstig klousule 13 (7) as ’n vakman geregistreer is;

“kasinstalleerder” ’n werknemer wat ooreenkomstig klousule 13 (3) as ’n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om voorafvervaardigde kaste en kabinette van water materiaal ook al en op watter wyse ook al op die terrein te monteer en vas te heg;

“erkende leerling” ’n werknemer wat ooreenkomstig klousule 11 (5) (a) of (b) van die Vorige Ooreenkoms as ’n leerling geag was en wie se diens as ’n erkende leerling ooreenkomstig klousule 12 (2) voortgesit word;

“deurhanger” ’n werknemer wat ooreenkomstig klousule 13 (3) as ’n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om houtdeure te hang en reg te stel, asook ysterwerk, slotte en ander toebehore daaraan vas te sit;

“drywer” ’n werknemer wat ’n goedervoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking “’n goedervoertuig dryf” alle tydperke wat daar gedryf word, asook alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

“Durbanse gebied” of “Durban die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskenisgewing 1401 van 16 Augustus 1968 in die landdrosdistrik Umlazi geval het), Chatsworth, Pinetown en Inanda;

“noodwerk”, sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werkure soos in klousule 23 voorgeskryf verrig kan word nie en wat nodig is ten einde die gesondheid of veiligheid van die publiek of die beoefening van ’n ander nywerheid, besigheid of onderneming te verseker, of ander werk wat weens oorsake soos ’n brand, storm, oorstroming, ongeluk of gewelddaad sonder versuim verrig moet word;

“voorman” ’n werknemer wat—

- (a) in ’n toesighoudende hoedanigheid werksaam is, maar wat ook geskoolde werk kan verrig; en/of

- (b) gives out work to other employees under his control and supervision; and/or
- (c) maintains discipline; and/or
- (d) is directly responsible to a general foreman or to his employer for efficiency and production on site;

"Former Agreement" means the Agreement published under Government Notice R. 119 of 21 January 1983, as amended and renewed by Government Notices R. 2394 of 28 October 1983, R. 813 of 27 April 1984, R. 2353 and R. 2354 of 26 October 1984, R. 1038 and R. 1039 of 10 May 1985, R. 2402 of 25 October 1985, R. 610 of 4 April 1986, R. 1067 of 30 May 1986, R. 1629 of August 1986, R. 2211 of 24 October 1986, R. 2572 of 5 December 1986, R. 2725 of 24 December 1986, R. 841 of 16 April 1987, R. 943 of 30 April 1987, R. 1131 of 29 May 1987 and R. 1553 of 17 July 1987;

"general foreman" means an employee who—

- (a) is employed in a supervisory capacity; and
- (b) is in charge of a contract or contracts; and
- (c) gives out work to other employees under his control and supervision; and
- (d) maintains discipline; and
- (e) is directly responsible to his employer for efficiency and production on site; and
- (f) is not required to do skilled work except in an instructional capacity;

"general worker" means an employee engaged on any one or more of the following:

- (a) Any work of an unskilled nature not apportioned to any other class or grade of employee or not elsewhere herein specified;
- (b) assisting apprentices, trainees, trainee tradesmen, tradesmen and craftsmen wherever necessary, but not to perform the work of such employees;

"goods vehicle" means a motor vehicle, other than a motor cycle, motor tricycle, motor car or bus, which has been designed or adapted for the conveyance of goods on a public road, and includes a mechanical horse;

"hourly wage" means the hourly wage prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, and shall exclude the additional amount prescribed in clauses 29 (2) of Part I of the Agreement and 57 (2) of Part II of the Agreement, if applicable, and the inclement weather allowance prescribed in clause 30: Provided that where an employer regularly pays an employee an amount higher than that prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, it means such higher amount;

"laden mass", in relation to a goods vehicle, means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specifications, as determined by the registering authority;

"law" includes the common law;

"learner" means an employee serving under a written contract of learnership registered in accordance with the provisions of clause 11 (4) (e) of the Former Agreement and whose employment as a learner is continued in accordance with the provisions of clause 12 (1);

"lock-up" means any structure, shed, room or similar place in which employees' tools and/or clothes can be left for safekeeping at all times and—

- (a) which is of an adequate size for such purposes;
- (b) which consists of four walls, or a circular wall, a roof and a floor;
- (c) which is constructed of any material of a substantial and durable nature;
- (d) the door or doors of which can be securely locked;
- (e) all the windows, fanlights and any other openings of which are properly burglarproofed; and
- (f) which is securely fixed to the ground;

"Management Committee" or "Committee" means a committee appointed as such by the Council in terms of clauses 43 and 44 to administer the Benefit Fund or Medical Aid Fund on behalf of the Council;

"member" means any person who contributes to the Funds referred to in clauses 43, 44 and 45, in order to obtain any benefit referred to in those clauses, either for himself or for any of his dependants;

"overtime" means all time worked in excess of the hours prescribed in clause 23;

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

(c) dissipline handhaaf; en/of

(d) regstreeks aan 'n algemene voorman of aan sy werkgever verantwoordelik is vir doeltreffendheid en produksie op die terrein;

"Vorige Ooreenkoms" die Ooreenkoms, gepubliseer by Goewermmentskennisgewing R. 119 van 21 Januarie 1983, soos gewysig en hiernieu by Goewermmentskennisgewings R. 2394 van 28 Oktober 1983, R. 813 van 27 April 1984, R. 2353 en R. 2354 van 26 Oktober 1984, R. 1038 en R. 1039 van 10 Mei 1985, R. 2402 van 25 Oktober 1985, R. 610 van 4 April 1986, R. 1067 van 30 Mei 1986, R. 1629 van 1 Augustus 1986, R. 2211 van 24 Oktober 1986, R. 2572 van 5 Desember 1986, R. 2725 van 24 Desember 1986, R. 841 van 16 April 1987, R. 943 van 30 April 1987, R. 1131 van 29 Mei 1987 en R. 1553 van 17 Julie 1987;

"algemene voorman" 'n werknemer wat—

(a) in 'n toesighoudende hoedanigheid in diens is; en

(b) in beheer van 'n kontrak of kontrakte is; en

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

(d) dissipline handhaaf; en

(e) regstreeks aan sy werkgever verantwoordelik is vir doeltreffendheid en produksie op die terrein; en

(f) van wie daar nie vereis word om geskoolde werk te verrig nie, behalwe in 'n onderrighoedanigheid;

"algemene werker" 'n werknemer wat enigeen of meer van ondergenoemde werksaamhede verrig:

(a) Werk van ongeskoolde aard verrig wat nie elders hierin gespesifiseer of aan 'n ander klas of graad werknemer toegewys is nie;

(b) vakleerlinge, kwekelinge, kwekeling-ambagsgeselle, ambagseselle en vakmanne help wanneer nodig, sonder om die werk van sodanige werknemers te verrig;

"goedervoertuig" 'n motorvoertuig, uitgesonderd 'n motorfiets, motordriewiel, motorkar of bus, wat ontwerp of ingerig is om goedere op 'n openbare pad te vervoer, en ook 'n voorhaker;

"uurloon" die uurloon voorgeskryf in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms, maar omvat dit nie die addisionele bedrag voorgeskryf in klousule 29 (2) van Deel I van die Ooreenkoms en klousule 57 (2) van Deel II van die Ooreenkoms, indien van toepassing, en die toelae vir gure weer in klousule 30 voorgeskryf nie: Met dien verstande dat waar 'n werknemer 'n werknemer gereeld 'n hoër bedrag betaal as dié in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms voorgeskryf, dit sodanige hoër bedrag beteken;

"belaste massa", met betrekking tot 'n goedervoertuig, die maksimum massa van sodanige voertuig en sy vrag, soos deur die vervaardiger gespesifiseer, of by ontstentenis van sodanige spesifikasie, soos deur die registrasie-owerheid bepaal;

"wet" ook die gemene reg;

"leerling" 'n werknemer wat 'n skriftelike leerlingkontrak uitdien wat ooreenkomstig klousule 11 (4) (e) van die Vorige Ooreenkoms geregistreer is en wie se diens as leerling voortgesit word ooreenkomstig klousule 12 (1);

"toesluitplek" 'n bouwerk, skuur, kamer of soortgelyke plek waar die gereedskap en/of klere van werknemers te alle tye veilig daarin bewaar kan word en—

(a) wat groot genoeg is vir dié doeleindes;

(b) wat uit vier mure, of 'n ringmuur, 'n dak en 'n vloer bestaan;

(c) wat van enige materiaal van 'n soliede en duursame aard gemaak is;

(d) waarvan die deur of deure stewig toegesluit kan word;

(e) waarvan alle vensters, boligte en ander openinge behoorlik van diefstal voorsien is; en

(f) wat stewig op die grond bevestig is;

"Bestuurskomitee" of "Komitee" 'n komitee wat as sodanig deur die Raad ingevolge klousules 43 en 44 aangestel is om die Bystandsfonds of Mediese Hulpfonds namens die Raad te administreer;

"Lid" iemand wat bydra tot die Fondse in klousules 43, 44 en 45 bedoel, ten einde bystand, soos in dié klousules bedoel, vir homself of vir sy afhanklikes te verkry;

"oortydwerk" alle tyd wat daar langer gewerk word as die ure in klousule 23 voorgeskryf;

"pay-week" means the period of seven consecutive days from Monday to Sunday in respect of which the remuneration to be paid to an employee, in the manner prescribed in clause 37, is calculated;

"plant operator" means a person who operates and is responsible for the routine maintenance of concrete mixers with a capacity greater than 150 litres, cranes, earth-moving equipment, jib hoists, mechanical dumpers, tractors or similar equipment;

"resilient floor layer and wall coverer" means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the gauging, marking out, cutting, panelling, setting out, laying, fixing or fitting of any one or more of the following:

- (a) Floors of wood blocks, composition, rubber or any other similar material;
- (b) all types of floor and wall coverings in tiles or sheets, including resilient flooring, linoleum, malthoid, asphalt tiles or asphalt-based materials, cork, rubber, vinyl and plastic compositions, but excluding carpeting;

"roofer" means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on any one or more of the following:

- (a) The marking out, cutting, setting out, fitting or fixing of—
 - (i) all types of roof tiles and ridging, including concrete, terra-cotta, asbestos, slate and metal roof tiles and ridging;
 - (ii) all types of roof sheeting and ridging, including metal and asbestos roof sheeting and ridging;
- (b) assisting in the fixing of battens and underlays;

"rules" means the rules of a fund provided for in clause 43, 44 or 45 and shall include annexures and any other provisions relating to benefits which may be granted and payments which fall due in terms of a resolution adopted by the Management Committee;

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

"shutterhand" means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the assembling and erection of all types of formwork for all types of concrete work;

"skilled employee" means any tradesman, craftsman, foreman or general foreman as defined in this clause;

"skilled scaffolder" means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, can satisfactorily perform the following duties:

- (a) The handling, erecting, dismantling or servicing of all types of tubular metal scaffolding;
- (b) the erection of temporary stands of tubular metal scaffolding;
- (c) the handling and maintaining of suspended scaffolds, including the lifting tackle thereof;

"skilled work" means work of a skilled nature which is normally and customarily performed by a person who has served under a contract of apprenticeship or completed a period of training in terms of the Manpower Training Act, 1981, in any of the trades designated in terms of that Act and, without in any way limiting the ordinary meaning of the expression, includes work which may be performed by aluminium door/window fixers, applicators, block layers, brushand painters, carpet layers, ceiling and partition workers, cupboard fixers, door hangers, resilient floor layers and wall coverers, roofers, shutterhands, skilled scaffolders, spray painters and waterprooferers, as defined in this clause;

"spray painter" means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the masking up of and the application of paint by spray gun to any surface;

"stamp book" means the book issued by the Council to every employee in the Industry each year;

"structure" means any construction in the nature of, or incidental to, a building and shall include—

- (a) any part of a building, whether manufactured, erected or constructed separately or in conjunction with any other part or parts of a building; and

"betalaweek" die tydperk van sewe agtereenvolgende dae van Maandag tot Sondag ten opsigte waarvan die besoldiging wat aan 'n werknemer betaal moet word, bereken word op die wyse in klousule 37 voorgeskryf;

"toerustingbediener" iemand wat betonmengers met 'n inhoudsvermoë van meer as 150 liter, kranes, grondwerktuie, swaaiarmhysers, meganiese stortwaens, trekkers of soortgelyke toerusting bedien en verantwoordelik is vir die roetine-onderhoud daarvan;

"veerkragtige vloerleër en -muurbedekker" 'n werknemer wat ooreenkomstig klousule 13 (3) as ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om een of meer van die volgende te meet, af te merk, te sny, te paneleer, uit te lê, te lê, vas te sit of te installeer:

- (a) Vloere van houtblokkies, komposisie-, rubber- of ander soortgelyke materiaal;
- (b) alle soorte vloer- en muurbedekkings in teël- of strookvorm, met inbegrip van veerkragtige vloere, linoleum, Malthoid, asfaltteëls of materiaal met 'n asfaltbasis, kurk, rubber, viniel- en plastiekkomposisies, maar nie matstof nie;

"dakwerker" 'n werknemer wat ooreenkomstig klousule 13 (3) as ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om—

- (a) een of meer van die volgende af te merk, te sny, uit te lê, te installeer of vas te sit:
 - (i) Alle soorte dakteëls en nokdekking, met inbegrip van dakteëls en nokdekking van beton, terra-cotta, asbes, leiklip en metaal;
 - (ii) alle soorte dakplate en nokdekking, met inbegrip van dakplate en nokdekking van metaal en asbes;
- (b) te help met die vassit van latte en onderlegels;

"reëls" die reëls van 'n fonds waarvoor daar in klousule 43, 44 of 45 voorsiening gemaak word, asook aanhangsels en ander bepalinge betreffende bystand wat verleen kan word en betalings wat ingevolge 'n besluit van die Bestuurskomitee verskuldig word;

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

"bekistingwerker" 'n werknemer wat ooreenkomstig klousule 13 (3) as 'n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om alle soorte bekisting vir alle soorte betonwerk te monteer en op te rig;

"geskoolde werknemer" 'n ambagsgesel, vakman, voorman of algemene voorman soos in hierdie klousule omskryf;

"geskoolde steieroprigter" 'n werknemer wat ooreenkomstig klousule 13 (3) as 'n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om die volgende werksaamhede bevestigend uit te voer:

- (a) Die hantering, oprigting, demontering of bediening van alle soorte pypsteierwerk van metaal;
- (b) die oprigting van tydelike pawiljoene met pypsteierwerk van metaal;
- (c) die hantering en onderhoud van hangsteiers, met inbegrip van die katrolle wat hulle ophys;

"geskoolde werk" werk van geskoolde aard wat in die reël verrig word deur iemand wat sy tyd as vakleerling uitgedien het of 'n opleidingstydperk kragtens die Wet op Mannekragopleiding, 1981, voltooi het in een van die ambagte aangewys ingevolge genoemde Wet, en sonder om die gewone betekenis van die uitdrukking enigsins te beperk, omvat dit alle werk wat verrig kan word deur aluminium-deur/-vensterinstalleerders, aanwenders, bloklêers, grofskilderverwers, matlêers, plafon- en afskortingswerkers, kasinstalleerders, deurhangers, veerkragtige vloerleërs en -muurbedekkers, dakwerkers, bekistingwerkers, geskoolde steieroprigters, spuitverwers en waterdigters, soos in hierdie klousule omskryf;

"spuitverwer" 'n werknemer wat ooreenkomstig klousule 13 (3) as 'n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om oppervlakke toe te plak en verf met 'n sproeispuut daarop aan te wend;

"seëlboek" die boek wat elke jaar deur die Raad aan elke werknemer in die Nywerheid uitgereik word;

"bouwerk" enige bouwerk soortgelyk aan, of in verband met, 'n gebou en omvat dit—

- (a) enige gedeelte van 'n gebou, hetsy dit afsonderlik of saam met enige ander gedeelte/gedeeltes van 'n gebou vervaardig, opgerig of gebou is; en

(b) boundary, garden and retaining walls, and monuments and memorials of all types, excluding gravestones and cemetery memorials;

"supervisory staff" means a foreman or general foreman who, in terms of the written conditions of employment signed by himself and his employer, is paid weekly, fortnightly or monthly, and is entitled to a remuneration package, the gross value of which is at least 35 percent higher than the wage rate prescribed in clause 29 (1) (g);

"tradesman" means an employee who performs skilled work and who is registered as a tradesman, Class 4, a tradesman, Class 3, a tradesman, Class 2, or a tradesman, Class 1, in accordance with the provisions of clause 13;

"tradesman, Class 1," means an employee who performs skilled work and who is registered as a tradesman, Class 1, in accordance with the provisions of clause 13 (6);

"tradesman, Class 2," means an employee who performs skilled work and who is registered as a tradesman, Class 2, in accordance with the provisions of clause 13 (5);

"tradesman, Class 3," means an employee who performs skilled work and who is registered as a tradesman, Class 3, in accordance with the provisions of clause 13 (4);

"tradesman, Class 4," means an employee who performs skilled work specifically and exclusively to the extent recorded in the definitions of "aluminium door/window fixer", "applicator", "block layer", "brushhand painter", "carpet layer", "ceiling and partition worker", "cupboard fixer", "door hanger", "resilient floor layer and wall coverer", "roofer", "shutterhand", "skilled scaffolder", "spray painter" and "waterproofing" and who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3);

"trainee" means any person to whom training is provided or is deemed to be provided in terms of the provisions of section 30 of the Manpower Training Act, 1981;

"trainee tradesman" means an employee serving under a written contract of traineeship registered in accordance with the provisions of clause 12 (3): Provided that an employee who is eligible to bind himself under a contract of apprenticeship, cannot be registered as a trainee tradesman;

"wage" means the hourly or daily wage prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, and shall exclude the additional amount prescribed in clauses 29 (2) of Part I of the Agreement and 57 (2) of Part II of the Agreement, if applicable, and the inclement weather allowance prescribed in clause 30: Provided that where an employer regularly pays an employee an amount higher than that prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement, it means such higher amount;

"waterproofing" means an employee who is registered as a tradesman, Class 4, in accordance with the provisions of clause 13 (3) and who, as his specific and exclusive function, is engaged on the application or fixing to all surfaces of all types of waterproofing materials or membranes;

"working day" means any day, other than Saturday, Sunday, the public holidays prescribed in clause 28 (2) and days falling within the holiday period prescribed in clause 28 (1), in respect of which the ordinary hours of work laid down in clause 23 apply;

"working employer" means a person who himself performs skilled work in the Industry, and who is qualified in the trade in which he is working and is registered as a craftsman in accordance with the provisions of clause 13 (8), and who—

- is registered as a sole proprietor employer in terms of clause 16, or is liable to such registration; or
- is a partner in a partnership which is registered as an employer in terms of clause 16, or is liable to such registration; or
- is a member of a close corporation which is registered as an employer in terms of clause 16, or is liable to such registration; or
- is a director of a company which is registered as an employer in terms of clause 16, or is liable to such registration.

5. ADMINISTRATION OF AGREEMENT

(1) The Council shall be the body responsible for the administration of the Agreement and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

(b) grens-, tuin- en keermure, en monumente en gedenktekens van alle soorte, uitgesonderd grafstene en begraafplaasgedenktekens;

"toesighoudende personeel" 'n voorman of algemene voorman wat ingevolge die skriftelike diensvoorwaardes wat hy en sy werkgewer onderteken het, weekliks, tweewekliks of maandeliks besoldig word, en geregtig is op 'n besoldigingspakket waarvan die bruto waarde minstens 35 persent hoër is as die loonskaal in kousule 29 (1) (g) voorgeskryf;

"ambagsgesel" 'n werknemer wat geskoolde werk verrig en wat ooreenkomstig kousule 13 as 'n ambagsgesel klas 4, 'n ambagsgesel klas 3, 'n ambagsgesel klas 2 of 'n ambagsgesel klas 1 geregistreer is;

"ambagsgesel klas 1" 'n werknemer wat geskoolde werk verrig en wat ooreenkomstig kousule 13 (6) as 'n ambagsgesel klas 1 geregistreer is;

"ambagsgesel klas 2" 'n werknemer wat geskoolde werk verrig en wat ooreenkomstig kousule 13 (5) as 'n ambagsgesel klas 2 geregistreer is;

"ambagsgesel klas 3" 'n werknemer wat geskoolde werk verrig en wat ooreenkomstig kousule 13 (4) as 'n ambagsgesel klas 3 geregistreer is;

"ambagsgesel klas 4" 'n werknemer wat geskoolde werk verrig spesifiek en uitsluitlik vir sover bepaal word in die omskrywings van "aluminiumdeur-/vensterinstalleerder", "aanwender", "bloklêer", "grofskilderverwer", "matlêer", "plafon- en afskortingswerker", "kasinstalleerder", "deurhanger", "veerkragtigvloerlêer en -muurbedekker", "dakwerker", "bekistingwerker", "geskoolde steieroprigter", "spruitverwer" en "waterdigter" en wat ooreenkomstig kousule 13 (3) as 'n ambagsgesel klas 4 geregistreer is;

"kwekeling" iemand aan wie opleiding verskaf word of verskaf moet word ooreenkomstig artikel 30 van die Wet op Mannekragopleiding, 1981;

"kwekeling-ambagsgesel" 'n werknemer wat diens doen ingevolge 'n skriftelike kwekelingkontrak wat ooreenkomstig kousule 12 (3) geregistreer is: Met dien verstande dat 'n werknemer wat geskik is om hom ingevolge 'n kontrak as vakleerling in te boek, nie as 'n kwekeling-ambagsgesel geregistreer kan word nie;

"loon" die uurloon of dagloon voorgeskryf in kousule 29 (1) van Deel I van die Ooreenkoms en kousule 57 (1) van Deel II van die Ooreenkoms en omvat dit nie die addisionele bedrag voorgeskryf in kousule 29 (2) van Deel I van die Ooreenkoms en kousule 57 (2) van Deel II van die Ooreenkoms, indien van toepassing, asook die toelae vir gure weer in kousule 30 voorgeskryf nie: Met dien verstande dat waar 'n werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as dié voorgeskryf in kousule 29 (1) van Deel I van die Ooreenkoms en kousule 57 (1) van Deel II van die Ooreenkoms, dit sodanige hoër bedrag beteken;

"waterdigter" 'n werknemer wat ooreenkomstig kousule 13 (3) as 'n ambagsgesel klas 4 geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om alle soorte waterdigtingsmateriaal of -membrane op alle oppervlakke aan te wend of vas te sit;

"werkdag" 'n dag uitgesonderd Saterdag, Sondag, die openbare vakansiedae wat in kousule 28 (2) voorgeskryf word en dae wat binne die vakansietydperk val wat in kousule 28 (1) voorgeskryf word, ten opsigte waarvan die gewone werkure soos in kousule 23 voorgeskryf van toepassing is;

"werkende werkgewer" iemand wat self geskoolde werk in die Nywerheid verrig en wat gekwalifiseer is in die ambag waarin hy werk en as 'n vakman geregistreer is ooreenkomstig kousule 13 (8), en wat—

- kragtens kousule 16 as 'n alleeneienaar-werkgewer geregistreer is of as sodanig geregistreer moet word; of
- 'n vennoot is in 'n vennootskap wat kragtens kousule 16 as 'n werkgewer geregistreer is of as sodanig geregistreer moet word; of
- 'n lid is van 'n beslote korporasie wat kragtens kousule 16 as 'n werkgewer geregistreer is of as sodanig geregistreer moet word; of
- 'n direkteur is van 'n maatskappy wat kragtens kousule 16 as 'n werkgewer geregistreer is of as sodanig geregistreer moet word.

5. ADMINISTRASIE VAN OOREENKOMS

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

(2) (a) An employer or an employee shall have the right to appeal to the Council against a decision of the Council or to a committee appointed by the Council against a decision of that committee and shall also have the right to appeal to the Council against a rejection by a committee of an appeal to that committee.

(b) An appeal shall be made in writing to the Secretary within 14 days of the decision appealed against, or within such further period as the Council or committee may allow: Provided that an employer or employee who is unable to express himself easily in writing may have his appeal recorded in writing by the Secretary.

(c) The employer or the employee shall be advised of the Council's or committee's decision within 14 days after the date on which the appeal was considered by the Council or the committee.

(d) The Council shall, when requested in writing to do so, give its reasons in writing for having refused to grant any appeal.

6. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may, in writing, grant exemption to any person or persons from any of the provisions of this Agreement.

(2) The Council shall have the power to fix the period for and the conditions subject to which an exemption shall operate.

(3) A licence of exemption under the signature of the Chairman or Secretary of the Council, or of any official deputed by the Council, shall be issued to every person exempted.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

(5) The Council shall, when requested in writing to do so, give its reasons in writing for having refused to grant any exemption applied for, or for having amended or withdrawn any exemption previously granted.

7. AGENTS

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

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

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

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

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

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

(4) Every person who is a member of the employers' organisation or any of the trade unions shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclauses (2) and (3).

8. INVALID CONTRACTS AND PROHIBITION OF WAIVING PROVISIONS OF AGREEMENT

(1) No employer or employee may enter into any agreement or service contract, express or implied, to permit of the payment to that employee of remuneration less than that prescribed in this Agreement, or of the application to that employee of any treatment or the granting to him of any benefits less favourable to him than the treatment or benefits prescribed in this Agreement, and any such agreement or service contract, whether entered into before or after the coming into operation of this Agreement, shall be void.

(2) No employee may waive the application to him of any provision of this Agreement, and any agreement or service contract, whether entered into before or after the coming into operation of this Agreement, which purports to effect any such waiver, shall be void.

(3) No employer shall require or permit an employee to pay or repay to him any remuneration which is payable or has been paid to that employee in terms of the provisions of this Agreement.

(4) No employer shall require or permit an employee to give a receipt for or otherwise to represent that he has received more than he actually received by way of remuneration.

(2) (a) 'n Werkgewer of 'n werknemer het die reg om by die Raad te appelleer teen 'n beslissing van die Raad of by 'n komitee deur die Raad aangestel teen 'n beslissing van dié komitee en het ook die reg om by die Raad te appelleer teen 'n verworping deur 'n komitee van 'n appél na die komitee.

(b) 'n Appél moet binne 14 dae ná die beslissing waarteen geappelleer word skriftelik aan die Sekretaris gerig word, of binne sodanige verdere tydperk as wat die Raad of die komitee goedkeur: Met dien verstande dat 'n werkgewer of 'n werknemer wat homself nie maklik op skrif kan uitdruk nie sy appél skriftelik deur die Sekretaris kan laat aanteken.

(c) Die werkgewer of die werknemer moet binne 14 dae na die datum waarop die appél deur die Raad of die komitee oorweeg is, in kennis gestel word van die Raad of die komitee se beslissing.

(d) Die Raad moet, wanneer hy skriftelik daartoe versoek word, die redes waarom hy geweier het om die appél toe te staan skriftelik gee.

6. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepalings van artikel 51 (3) van die Wet, kan die Raad vrystelling van die bepaling van hierdie Ooreenkoms skriftelik aan 'n persoon of persone verleen.

(2) Die Raad het die bevoegdheid om die tydperk waarvoor en die voorwaardes waarop 'n vrystelling van krag is, te bepaal.

(3) 'n Vrystellingsertifikaat, onderteken deur die Voorsitter of die Sekretaris van die Raad, of deur enige beaampte wat deur die Raad gemagtig is, moet uitgereik word aan elke persoon aan wie vrystelling verleen word.

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

(5) Die Raad moet, wanneer hy skriftelik daartoe versoek word, sy redes skriftelik gee waarom hy geweier het om die vrystelling waarom aansoek gedoen is, toe te staan of waarom hy 'n vrystelling wat hy voorheen toegestaan het, gewysig of ingetrek het.

7. AGENTE

(1) Die Raad kan een of meer persone as 'n agent of agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee.

(2) 'n Agent het onderstaande bevoegdhede (vir sover hierdie bevoegdhede betrekking het op slegs dié persone wat lede van die werkgewersorganisasie of die vakverenigings is):

(a) Om 'n perseel of plek waarin die Bounywerheid beoefen word te eniger tyd te betree wanneer hy grondige rede het om te vermoed dat iemand daarin werksaam is;

(b) om enigeen wat hy in of in die omgewing van die perseel of plek vind, in die teenwoordigheid van ander of alleen, na goeëdunke, te ondervra in verband met sake wat hierdie Ooreenkoms raak en om te vereis dat sodanige persoon die vrae beantwoord;

(c) om te vereis dat dié boeke, tydstate, registers of dokumente wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word, aan hom voorgelê word en om hulle te inspekteer, te ondersoek en afskrifte daarvan te maak.

(3) By die uitoefening van die bevoegdhede wat by subklousule (2) aan 'n agent verleen word, kan hy deur 'n tolk vergesel word.

(4) Elke persoon wat 'n lid van die werkgewersorganisasie of van enigeen van die vakverenigings 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.

8. ONGELDIGE KONTRAKTE EN VERBOD OP AFSTAND-DOENING VAN BEPALINGS VAN OOREENKOMS

(1) Geen werkgewer of werknemer mag 'n ooreenkoms of dienskontrak aangaan nie, hetsy uitdruklik of stilswyend, wat toelaat dat aan dié werknemer minder besoldiging betaal word as wat in hierdie Ooreenkoms voorgeskryf word, of dat hy op minder gunstige wyse behandel word of dat aan hom minder gunstige bystand verleen word as die behandeling of die bystand in hierdie Ooreenkoms voorgeskryf, en elke sodanige ooreenkoms of dienskontrak, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan of gesluit, is ongeldig.

(2) Geen werknemer mag afstand doen van die toepassing op hom van die bepalinge van hierdie Ooreenkoms nie, en elke ooreenkoms of dienskontrak, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan of gesluit, wat sodanige afstanddoening beoog, is ongeldig.

(3) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om aan hom besoldiging te betaal of terug te betaal wat ingevolge hierdie Ooreenkoms aan dié werknemer betaalbaar is of aan hom betaal is nie.

(4) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om 'n kwitansie te gee of andersins voor te gee dat hy meer ontvang het as wat hy werklik by wyse van besoldiging ontvang het nie.

9. ULTRA VIRES PROVISIONS IN AGREEMENT

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 affect the remainder of the Agreement, which shall in that event constitute the Agreement.

B. EMPLOYEES**10. EMPLOYMENT OF MINORS**

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

11. UNDERTAKING OF OTHER BUILDING WORK WHILST IN THE EMPLOY OF AN EMPLOYER

(1) No employee whilst in the employ of an employer shall, for remuneration or not, solicit, undertake or perform building work as ordinarily undertaken by the Building Industry—

- (a) outside the hours prescribed in clause 23;
- (b) on a Saturday or a Sunday;
- (c) during the holiday period prescribed in clause 28 (1);
- (d) on or during the public holidays prescribed in clause 28 (2);

unless such work is undertaken or performed by such employee for his employer.

(2) The provisions of this clause shall not be construed to prohibit an employee or a working employer from carrying out building work on any residential unit (a dwelling-house or a maisonnette or a duplex or a flat) which is either owned or rented by such person and which is occupied by him.

12. REGISTRATION OF TRAINEE TRADESMEN

(1) *Continuation of contracts of learnership.*—(a) Any employee who, at the date on which this Agreement comes into operation, is employed as a learner under a written contract of learnership registered in accordance with the provisions of clause 11 (4) (e) of the Former Agreement, shall continue to be employed in terms of the conditions of such contract of learnership until the expiration thereof.

(b) For the purposes of paragraph (a), the provisions of clause 11 (4), (9), (10), (11) and (12) of the Former Agreement shall be deemed to be incorporated in this Agreement and shall apply to an employer who employs an employee referred to in paragraph (a) and to such employee.

(2) *Continuation of employment of deemed learners.*—(a) Any employee who, at the date on which this Agreement comes into operation, is employed as a deemed learner in accordance with the provisions of clause 11 (5) (a) or (b) of the Former Agreement, shall continue to be employed as a deemed learner by the employer by whom he was employed at the date on which this Agreement comes into operation, for such period as may be determined by the Council.

(b) For the purposes of paragraph (a), the provisions of clause 11 (5), (9), (10), (11) and (12) of the Former Agreement shall be deemed to be incorporated in this Agreement and shall apply to an employer who employs an employee referred to in paragraph (a) and to such employee.

(3) *Registration of trainee tradesmen.*—(a) An employer may employ any person as a trainee tradesman under a contract of traineeship registered with the Council in accordance with the provisions of this subclause: Provided that a contract of traineeship shall not be registered by the Council in the case of an employee who, in terms of the provisions of the Manpower Training Act, 1981, would be eligible to serve under a contract of apprenticeship.

(b) An employer who wishes to employ a person as a trainee tradesman shall—

- (i) enter into a written contract of traineeship with such person, the terms and conditions of which shall be determined by the employer and the prospective trainee tradesman: Provided that the duration of such contract shall be not less than one year or more than two years but may be extended by agreement between the parties;
- (ii) apply to the Council, in such form as may be prescribed by the Council from time to time, for such contract of traineeship to be registered, and such employer shall furnish such information in respect of the prospective trainee tradesman and other employees in his employ as may be required by the Council.

9. BEPALINGS IN OOREENKOMS WAT ULTRA VIRES IS

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

B. WERKNEMERS**10. INDIENSNEMING VAN MINDERJARIGES**

Geen persoon wat jonger as 15 jaar is, mag in die Bounywerheid in diens geneem word nie.

11. ONDERNEMING VAN ANDER BOUWERK TERWYL IN DIENS VAN 'N WERKGEWER

(1) Geen werknemer mag, terwyl hy in diens van 'n werkgever is, hetsy teen besoldiging al dan nie, bouwerk soos dié wat gewoonlik deur die Bounywerheid onderneem word, vra, onderneem of verrig nie—

- (a) buite die ure in klousule 23 voorgeskryf;
- (b) op 'n Saterdag of 'n Sondag;
- (c) in of gedurende die vakansiedyperk in klousule 28 (1) voorgeskryf;
- (d) op of gedurende die openbare vakansiedae in klousule 28 (2) voorgeskryf;

tensy sodanige werk deur sodanige werknemer vir sy werkgever onderneem of verrig word.

(2) Hierdie subklousule moet nie so vertolk word dat dit 'n werknemer of 'n werkende werkgever verbied om bouwerk te verrig aan 'n wooneenheid ('n woonhuis of 'n maisonnette of 'n duplex of 'n woonstel) wat of besit of gehuur word deur sodanige persoon en wat deur hom bewoon word nie.

12. REGISTRASIE VAN KWEKELING-AMBAGSGESELLE

(1) *Voortsetting van leerkontrakte.*—(a) 'n Werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree, werksaam is as 'n leerling kragtens 'n skriftelike leerkontrak geregistreer ooreenkomstig klousule 11 (4) (e) van die Vorige Ooreenkoms, moet ingevolge die voorwaardes van sodanige leerkontrak in diens gehou word totdat die kontrak verval.

(b) Vir die toepassing van paragraaf (a) moet klousule 11 (4), (9), (10), (11) en (12) van die Vorige Ooreenkoms geag word ingelyf te wees by hierdie Ooreenkoms en is dit van toepassing op 'n werkgever wat 'n werknemer in diens het soos in paragraaf (a) bedoel en op sodanige werknemer.

(2) *Voortsetting van die diens van erkende leerlinge.*—(a) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms werksaam is as 'n erkende leerling ooreenkomstig klousule 11 (5) (a) of (b) van die Vorige Ooreenkoms moet vir die tydperk wat die raad bepaal in diens gehou word as 'n erkende leerling deur die werkgever deur wie hy op die datum van inwerkingtreding van hierdie Ooreenkoms in diens geneem is.

(b) Vir die toepassing van paragraaf (a) moet klousule 11 (5), (9), (10), (11) en (12) van die Vorige Ooreenkoms geag word ingelyf te wees by hierdie Ooreenkoms en is dit van toepassing op 'n werkgever wat 'n werknemer in diens het soos in paragraaf (a) bedoel en op sodanige werknemer.

(3) *Registrasie van kwekeling-ambagsgeselle.*—(a) 'n Werkgever kan iemand as 'n kwekeling-ambagsgesel in diens neem kragtens 'n kwekeling-kontrak wat by die Raad geregistreer is ooreenkomstig hierdie subklousule: Met dien verstande dat 'n kwekelingkontrak nie deur die Raad geregistreer moet word in die geval van 'n werknemer wat ingevolge die Wet op Mannekragopleiding, 1981, vir indiensneming kragtens 'n vakleerlingkontrak in aanmerking kom nie.

(b) 'n Werkgever wat iemand as kwekeling-ambagsgesel in diens wil neem, moet—

- (i) 'n skriftelike kwekeling-kontrak met so iemand aangaan waarvan die bepalings en voorwaardes deur die werkgever en die voornemende kwekeling-ambagsgesel bepaal moet word: Met dien verstande dat die duur van die kontrak minstens een jaar of hoogstens twee jaar moet wees maar dat dit verleng kan word by ooreenkoms tussen die partye;
- (ii) by die Raad aansoek doen, in die vorm soos deur die Raad van tyd tot tyd voorgeskryf, om die registrasie van die kwekelingkontrak, en sodanige werkgever moet sodanige inligting ten opsigte van die voornemende kwekeling-ambagsgesel en ander werknemers in sy diens verstrek as wat die Raad vereis.

(c) A contract of traineeship entered into between an employer and a trainee tradesman in accordance with the provisions of paragraph (b) shall not be valid until such time as three copies thereof, duly signed by the employer and the trainee tradesman, have been submitted to and been registered by the Council: Provided that the Council shall have the right to require the terms and conditions thereof to be amended if it is not satisfied with the contractual agreement which has been entered into between the parties.

(d) The Council shall have the right to require a trainee tradesman to undergo training in any competence based modular training scheme which may be recognised by the Council from time to time during the course of his period of traineeship or, where there is no suitable competence based modular training scheme, to undergo training by his employer.

(e) Notwithstanding any written contract of traineeship which may have been entered into and been registered in terms of this subclause, the Council may at any time by giving 30 days' notice, in writing, cancel the contract of traineeship of any trainee tradesman if it considers that there is good reason to do so.

(f) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a trainee tradesman to a trainee tradesman who is employed under a contract of traineeship which has been entered into and been registered in terms of this subclause.

(4) (a) No employer shall employ any person, other than a foreman, a general foreman, an employee referred to in subclauses (1) and (2), an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (f), (g) or (h), to perform skilled work unless such person is in possession of a certificate of registration as a trainee tradesman issued to him in terms of subclause (3) (f).

(b) No person, other than a foreman, a general foreman, an employee referred to in subclauses (1) and (2), an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (f), (g) or (h), shall perform skilled work unless such person is in possession of a certificate of registration as a trainee tradesman issued to him in terms of subclause (3) (f).

13. REGISTRATION OF TRADESMEN, CRAFTSMEN AND WORKING EMPLOYERS

(1) Any certificate of registration as a trainee block layer, a trainee carpet fitter, a trainee floor layer, a block layer, a carpet fitter, a floor layer, a ceiling and partition worker, a waterproofing team leader, a waterproofing worker, an artisan's assistant or a plant operator which was issued by the Council to any employee in accordance with the provisions of clause 11 of the former Agreement and any licence of exemption issued in accordance with the provisions of clause 6 of the Former Agreement permitting an employee to be employed as such, is hereby revoked and any such certificate or licence of exemption shall be deemed to have been withdrawn with effect from the date on which this Agreement comes into operation.

(2) Any certificate of registration as an artisan, a craftsman or a master craftsman which was issued by the Council to any employee in accordance with the provisions of clause 12 of the Former Agreement and any licence of exemption issued in accordance with the provisions of clause 6 of the Former Agreement permitting an employee to be employed as such, is hereby revoked and any such certificate or licence of exemption shall be deemed to have been withdrawn with effect from the date on which this Agreement comes into operation.

(3) *Registration of tradesmen, Class 4.*—(a) Any person who, at the date on which this Agreement comes into operation, is in possession of a certificate of registration as a trainee block layer, a trainee carpet fitter, a trainee floor layer, a block layer, a carpet fitter, a floor layer, a ceiling and partition worker, a waterproofing team leader or a waterproofing worker, or a licence of exemption permitting him to be employed as such, which was issued to him by the Council in accordance with the provisions of clause 11 or 6 respectively of the Former Agreement, shall be deemed to be a tradesman, Class 4, and such person shall, within three months from the date on which this Agreement comes into operation, apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 4, to be issued to him, and shall hand his old certificate of registration or licence of exemption to the Council in order to establish his qualification for a certificate in terms of this paragraph.

(b) Any person, other than a person referred to in paragraph (a) or subclauses (4) to (7) inclusive or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (e), (h), (i) or (j), who, as his specific and exclusive function—

(i) carries out work which may be performed by applicators, block layers, carpet layers, ceiling and partition workers, resilient floor layers and wall coverers, roofers, skilled scaffolders and water-proofers, as defined in clause 4; or

(c) 'n Kwekelingskontrak wat ooreenkomstig paragraaf (b) tussen 'n werkgever en 'n kwekelings-ambagsgesel aangegaan word, is geldig slegs nadat drie afskrifte daarvan, behoorlik deur die werkgever en die kwekelings-ambagsgesel onderteken, aan die Raad voorgelê en deur hom geregistreer is: Met dien verstande dat die Raad kan vereis dat die bepalings en voorwaardes daarvan gewysig word indien hy nie tevrede is met die kontrak-ooreenkoms wat tussen die partye aangegaan is nie.

(d) Die Raad kan vereis dat 'n kwekelings-ambagsgesel gedurende die loop van die tydperk van sy opleiding as kwekeling opleiding ondergaan in 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word of, indien geen geskikte sodanige opleidingskema beskikbaar is nie, dat hy deur sy werkgever opgelei word.

(e) Hoewel 'n skriftelike kwekelingskontrak ooreenkomstig hierdie subklousule aangegaan en geregistreer is, kan die Raad te eniger tyd deur skriftelike kennisgewing van 30 dae die kwekelingskontrak van 'n kwekelings-ambagsgesel om 'n afdoende rede terugtrek.

(f) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as kwekelings-ambagsgesel uitreik aan 'n kwekelings-ambagsgesel wat in diens is ingevolge 'n kwekelingskontrak wat ingevolge hierdie subklousule aangegaan en geregistreer is.

(4) (a) 'n Werkgever mag niemand, behalwe 'n voorman, 'n algemene voorman, 'n werknemer in subklousules (1) en (2) bedoel, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 29 (1) (f), (g) of (h) voorgeskryf word, in diens neem om geskoolde werk te verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat as kwekelings-ambagsgesel wat ingevolge subklousule (3) (f) aan hom uitgereik is.

(b) Niemand behalwe 'n voorman, 'n algemene voorman, 'n werknemer in subklousules (1) en (2) bedoel, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 29 (1) (f), (g) of (h) voorgeskryf word, mag geskoolde werk verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat as kwekelings-ambagsgesel wat ingevolge subklousule (3) (f) aan hom uitgereik is.

13. REGISTRASIE VAN AMBAGSGESELLE, VAKMANNE EN WERKENDE WERKGEWERS

(1) 'n Registrasiesertifikaat as kwekeling-bloklêër, kwekeling-matinstalleerder, kwekeling-vloerlêër, bloklêër, matinstalleerder, vloerlêër, plafon-en afskortingswerker, waterdigtingspanleier, waterdigtingswerker, ambagsman se assistent of toerustingsbediener wat ooreenkomstig klousule 11 van die Vorige Ooreenkoms deur die Raad aan 'n werknemer uitgereik is en 'n vrystellingsertifikaat wat ooreenkomstig klousule 6 van die Vorige Ooreenkoms uitgereik is en wat toelaat dat 'n werknemer as sodanig in diens geneem word, word hierby herroep en enige sodanige registrasiesertifikaat of vrystellingsertifikaat word geag ingetrek te gewees het met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.

(2) 'n Registrasiesertifikaat as ambagsman, vakman of meestervakman wat ooreenkomstig klousule 12 van die Vorige Ooreenkoms deur die Raad aan 'n werknemer uitgereik is en 'n vrystellingsertifikaat wat ooreenkomstig klousule 6 van die Vorige Ooreenkoms uitgereik is en wat toelaat dat 'n werknemer as sodanig in diens geneem word, word hierby herroep en enige sodanige registrasiesertifikaat of vrystellingsertifikaat word geag ingetrek te gewees het met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.

(3) *Registrasie van ambagsgeselle klas 4.*—(a) Iemand wat op die datum waarop hierdie Ooreenkoms in werking tree in besit is van 'n registrasiesertifikaat as kwekeling-bloklêër, kwekeling-matinstalleerder, kwekeling-vloerlêër, bloklêër, matinstalleerder, vloerlêër, plafon-en afskortingswerker, waterdigtingspanleier of waterdigtingswerker, of 'n vrystellingsertifikaat wat toelaat dat hy as sodanig in diens geneem word en wat ooreenkomstig onderskeidelik klousule 11 of 6 van die Vorige Ooreenkoms deur die Raad aan hom uitgereik was, moet geag word 'n ambagsgesel klas 4 te wees, en sodanige persoon moet binne drie maande na die datum van inwerkingtreding van hierdie ooreenkoms en in die vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 4 en die ou registrasiesertifikaat of vrystellingsertifikaat by die Raad indien om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Iemand, uitgesonderd 'n persoon in paragraaf (a) of subklousules (4) tot en met (7) bedoel of 'n voorman, algemene voorman, werkende werkgever, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (e), (h), (i) of (j) voorgeskryf word, en wie se spesifieke en uitsluitlike funksie dit is om—

(i) werk te verrig wat gedoen kan word deur aanwenders, bloklêers, matlêers, plafon- en afskortingswerkers, veerkragtige vloerlêers en -muurbedekkers, dakwerkers, geskoolde steieroprigters en waterdigters, soos in klousule 4 omskryf; of

- (ii) carries out the specified tasks of an aluminium door/window fixer, a brushhand painter, a cupboard fixer, a door hanger, a shutterhand or a spray painter, as defined in clause 4, or any other specified tasks which may be determined by the Council from time to time;

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 4, to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(c) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 4, to a person who complies with the provisions of paragraph (a) or (b).

(4) *Registration of tradesmen, Class 3.*—(a) Any person who, at the date on which this Agreement comes into operation, is in possession of a certificate of registration as an artisan's assistant, or a licence of exemption permitting him to be employed as such, which was issued to him by the Council in accordance with the provisions of clause 11 or 6 respectively of the Former Agreement, shall be deemed to be a tradesman, Class 3, and such person shall, within three months from the date on which this Agreement comes into operation, apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 3, to be issued to him, and shall hand his old certificate of registration or licence of exemption to the Council in order to establish his qualification for a certificate in terms of this paragraph.

(b) Any person, other than a person referred to in paragraph (a) or subclauses (3) or (5) to (7) inclusive or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (e), (h), (i) or (j), who performs skilled work in the Industry and who has either—

- (i) completed 33 per cent or more but less than 66 per cent of the modules in any competence based training scheme which may be recognised by the Council from time to time; or
- (ii) been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and has achieved a level of ability equivalent to that prescribed in subparagraph (i);

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 3, to be issued to him, and such person shall furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(c) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 3, to a person who complies with the provisions of paragraph (a) or (b).

(5) *Registration of tradesmen, Class 2.*—(a) Any person, other than a person referred to in subclauses (3), (4), (6) or (7) or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (e), (h), (i) or (j), who performs skilled work in the Industry and who has either—

- (i) completed 66 per cent or more of the modules in any competence based modular training scheme which may be recognised by the Council from time to time but does not qualify for registration as a tradesman, Class 1, in accordance with the provisions of subclause (6); or
- (ii) been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and has achieved a level of ability equivalent to that prescribed in subparagraph (i);

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 2, to be issued to him, and such person shall furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(b) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 2, to a person who complies with the provisions of paragraph (a).

(6) *Registration of tradesmen, Class 1.*—(a) Any person who, at the date on which this Agreement comes into operation, is in possession of a certificate of registration as an artisan, or a licence of exemption permitting him to be employed as such, which was issued to him by the Council in accordance with the provisions of clause 12 or 6 respectively of the Former Agreement, shall be deemed to be a tradesman, Class 1, and such person shall, within three months from the date on which this Agreement comes into operation, apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 1, to be issued to him, and shall hand his old certificate of registration or licence of exemption to the Council in order to establish his qualification for a certificate in terms of this paragraph.

- (ii) die spesifieke take te verrig van 'n aluminiumdeur-/vensterinstallleerder, grofskilderverwer, kasinstalleerder, deurhanger, bekistingwerker of spuitverwer, soos in klousule 4 omskryf, of ander spesifieke take wat van tyd tot tyd deur die Raad bepaal word, moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 4 en moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(c) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 4 uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a) of (b).

(4) *Registrasie van ambagsgeselle klas 3.*—(a) Iemand wat op die datum waarop hierdie Ooreenkoms in werking tree in besit is van 'n registrasiesertifikaat as ambagsman se assistent, of 'n vrystellingsertifikaat wat toelaat dat hy as sodanig in diens geneem word en wat ooreenkomstig onderskeidelik klousule 11 of 6 van die Vorige Ooreenkoms deur die Raad aan hom uitgereik was, moet geag word 'n ambagsgesel klas 3 te wees, en sodanige persoon moet binne drie maande na die datum van inwerkingtreding van hierdie Ooreenkoms en in die vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 3 en moet die ou registrasiesertifikaat of vrystellingsertifikaat by die Raad indien om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Iemand, uitgesonderd 'n persoon in paragraaf (a) of klousules (3) of (5) tot en met (7) bedoel of 'n voorman, 'n algemene voorman, 'n werkende werkgewer, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 29 (1) (e), (h), (i) of (j) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en wat—

- (i) òf 33 persent of meer maar minder as 66 persent van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het;
- (ii) òf wat werksaam was in die Bounywerheid buite die jurisdiksiegebied van die Raad as 'n geskoolde werker en 'n bekwaamheidsspeil bereik het wat gelyk is aan dié in subparagraaf (i) voorgeskryf;

moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 3 en moet sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(c) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 3 uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a) of (b).

(5) *Registrasie van ambagsgeselle klas 2.*—(a) Iemand, uitgesonderd 'n persoon in subklousule (3), (4), (6) of (7) bedoel of 'n voorman, algemene voorman, werkende werkgewer, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (e), (h), (i) of (j) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en wat—

- (i) òf 66 persent of meer van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het maar wat nie kwalifiseer vir registrasie as 'n ambagsgesel klas 1 ooreenkomstig subklousule (6) nie;
- (ii) òf wat werksaam was in die Bounywerheid buite die jurisdiksiegebied van die Raad as 'n geskoolde werker en 'n bekwaamheidsspeil bereik het wat gelyk is aan dié in subparagraaf (i) voorgeskryf;

moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 2 en sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 2 uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a).

(6) *Registrasie van ambagsgeselle klas 1.*—(a) Iemand wat op die datum waarop hierdie Ooreenkoms in werking tree in besit is van 'n registrasiesertifikaat as ambagsman, of 'n vrystellingsertifikaat wat toelaat dat hy as sodanig in diens geneem kan word wat ooreenkomstig onderskeidelik klousule 12 of 6 van die Vorige Ooreenkoms deur die Raad aan hom uitgereik was, moet geag word 'n ambagsgesel klas 1 te wees, en sodanige persoon moet binne drie maande na die datum van inwerkingtreding van hierdie Ooreenkoms en in die vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 1 en moet die ou registrasiesertifikaat of vrystellingsertifikaat by die Raad indien om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Any person, other than a person referred to in paragraph (a) or subclause (3), (4), (5) or (7) or a foreman, a general foreman, a working employer, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (e), (h), (i) or (j), who performs skilled work in the Industry and who has either—

- (i) completed or been deemed to have completed an apprenticeship contract by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test; or
- (ii) completed or been deemed to have completed a period of training by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test; or
- (iii) (aa) achieved a level of ability equivalent to having completed 66 per cent or more of the modules in any competence based modular training scheme which may be recognised by the Council from time to time; and
- (ab) been employed in the Building Industry, either in the Durban area or elsewhere, in any one of the trades designated under the Manpower Training Act, 1981, for at least four consecutive years, having for not less than 80 per cent of the period contributed, through the medium of the stamp system, to the Holiday Fund for the Building Industry; or
- (iv) been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and has achieved a level of ability equivalent to that prescribed in subparagraph (i), (ii) or (iii);

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a tradesman, Class 1, to be issued to him, and such person shall furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(c) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a tradesman, Class 1, to a person who complies with the provisions of paragraph (a) or (b).

(7) *Registration of craftsmen.*—(a) Any person who, at the date on which this Agreement comes into operation, is in possession of a certificate of registration as a craftsman or a master craftsman, or a licence of exemption permitting him to be employed as such, which was issued to him in accordance with the provisions of clause 12 or 6 respectively of the Former Agreement, shall be deemed to be a craftsman and such person shall, within three months from the date on which this Agreement comes into operation, apply to the Council for a certificate of registration as a craftsman to be issued to him, and shall hand his old certificate of registration or licence of exemption to the Council in order to establish his qualification for a certificate in terms of this paragraph.

(b) Any person, other than a person referred to in paragraph (a) or subclauses (3) to (6) inclusive or a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (e), (h), (i) or (j), who performs skilled work in the Industry and who has been issued with a National Technical Certificate, Part II (N2), or a higher certificate and has either—

- (i) completed or been deemed to have completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or
- (ii) completed or been deemed to have completed a period of training in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or
- (iii) been issued or been deemed to have been issued with a certificate of proficiency under section 27 (1) of the Manpower Training Act, 1981, or a certificate stating that he has passed a qualifying trade test under section 13 (12), 28 (3) or 30 (6) (c) of the said Act; or
- (iv) completed 100 per cent of the modules in any competence based modular training scheme which may be recognised by the Council from time to time;

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

(c) Subject to the provisions of clause 15, the Council shall issue a certificate of registration as a craftsman to a person who complies with the provisions of paragraph (a) or (b).

(b) Iemand, uitgesonderd 'n persoon in paragraaf (a) of subklousule (3), (4), (5) of (7) bedoel of 'n voorman, algemene voorman, werkende werkgewer, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (e), (h), (i) of (j) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en wat—

- (i) of 'n vakleerlingkontrak deur verloop van tyd kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie;
- (ii) of 'n opleidingstydperk deur verloop van tyd kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie;
- (iii) of—
 - (aa) 'n bekwaamheidspeil bereik het wat daaraan gelyk is dat hy 66 persent of meer van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het;
 - (ab) en minstens vier agtereenvolgende jare werksaam was in die Bounywerheid, hetsy in die Durbanse gebied of elders, in enigeen van die ambagte aangewys ingevolge die Wet op Mannekragopleiding, 1981, en wat minstens 80 persent van dié tydperk deur middel van die seëlstelsel tot die Vakansiefonds vir die Bounywerheid bygedra het;
- (iv) of werksaam was in die Bounywerheid buite die jurisdiksiegebied van die Raad as 'n geskoolde werker en 'n bekwaamheidspeil bereik het wat gelyk is aan dié in subparagraaf (i), (ii) of (iii) voorgeskryf;

moet by die Raad, in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsgesel klas 1 en moet sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(c) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as ambagsgesel klas 1 uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a) of (b).

(7) *Registrasie van vakmanne.*—(a) Iemand wat op die datum waarop hierdie Ooreenkoms in werking tree in besit is van 'n registrasiesertifikaat as vakman of meestersvakman, of 'n vrystellingsertifikaat wat toelaat dat hy as sodanig in diens geneem kan word, wat ooreenkomstig onderskeidelik klousule 12 of 6 van die Vorige Ooreenkoms deur die Raad aan hom uitgereik was, moet geag word 'n vakman te wees, en sodanige persoon moet binne drie maande na die datum van inwerkingtrede van hierdie Ooreenkoms en in die vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman en moet die ou registrasiesertifikaat of die vrystellingsertifikaat by die Raad indien om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(b) Iemand, uitgesonderd 'n persoon in paragraaf (a) of subklousules (3) tot en met (6) bedoel of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (e), (h), (i) of (j) voorgeskryf word, wat geskoolde werk in die Nywerheid verrig en aan wie 'n Nasionale Tegniese Sertifikaat, Deel II (N2), of 'n hoër sertifikaat, uitgereik is en wat—

- (i) of 'n vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het;
- (ii) of 'n opleidingstydperk kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het;
- (iii) of in besit is van 'n bevoegdheidsertifikaat wat kragtens artikel 27 (1) van die Wet op Mannekragopleiding, 1981, uitgereik is of geag word uitgereik te gewees het of 'n sertifikaat met die strekking dat hy geslaag het in 'n kwalifiserende ambagstoets kragtens artikel 13 (12), 28 (3) of 30 (6) (c) van genoemde Wet;
- (iv) of 100 persent van die modules van 'n modulêre opleidingskema gebaseer op vaardigheid wat van tyd tot tyd deur die Raad erken word, voltooi het;

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

(c) Behoudens klousule 15, moet die Raad 'n registrasiesertifikaat as vakman uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a) of (b).

(8) *Registration of working employers.*—A working employer who regularly performs skilled work in the Industry for 24 hours or more per week shall apply to the Council for a certificate of registration as a craftsman to be issued to him, *mutatis mutandis* in the manner prescribed in subclause (7).

(9) (a) Any person who does not fall within the categories referred to in subclauses (4) to (7) inclusive shall, if desirous of applying for a certificate of registration as a tradesman or a craftsman, furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate.

(b) Any working employer who regularly performs skilled work in the Industry for 24 hours or more each week and who does not fall within the categories referred to in subclause (7) shall, if desirous of applying for a certificate of registration as a craftsman, furnish the Council with such documentary proof or pass such practical test as the Council may deem necessary to substantiate his qualification for a certificate.

(c) The Council may, in its discretion and subject to the provisions of clause 15, issue a certificate of registration to a person referred to in paragraph (a) or (b), and such certificate shall be deemed to have been issued in accordance with the provisions of subclause (4) (c), (5) (b), (6) (c) or (7) (c), whichever is applicable.

(10) (a) No employer shall employ any person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (e), (h), (i) or (j), to perform skilled work, unless such person is in possession of a certificate of registration issued to him in terms of this clause.

(b) No working employer shall regularly perform skilled work for 24 hours or more each week unless such working employer is in possession of a certificate of registration issued to him in terms of subclause (7) (c), read with subclause (8).

(c) No person, other than a foreman, a general foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 29 (1) (e), (h), (i) or (j), shall perform skilled work unless such person is in possession of a certificate of registration issued to him in terms of this clause.

14. REGISTRATION OF APPRENTICES

(1) Any person who is serving under a written contract of apprenticeship which is registered in terms of the Manpower Training Act, 1981, shall apply to the Council for an identification card to be issued to him. Such person shall furnish the Council with such documentary proof as the Council may deem necessary to establish that he is serving under a registered contract of apprenticeship.

(2) The Council shall issue an identification card to an apprentice who applies in accordance with the provisions of subclause (1).

15. CERTIFICATE OF REGISTRATION AND IDENTIFICATION CARD

(1) A certificate of registration or identification card issued to a working employer or an employee in terms of clause 12, 13 or 14 of Part I of the Agreement or clause 53 or 54 of Part II of the Agreement shall be retained by him, and such working employer or employee shall—

- (a) on being requested to do so by an agent, produce such certificate of registration or identification card to the agent;
- (b) upon accepting employment in the Industry in the Durban area, produce such certificate of registration or identification card to his employer;
- (c) on being requested to do so by the Council, surrender such certificate of registration or identification card to the Council.

(2) The Council shall have the power to amend, revoke or withdraw a certificate of registration or identification card issued in terms of clause 12, 13 or 14 of Part I of the Agreement or clause 53 or 54 of Part II of the Agreement.

(3) The Council shall, when requested in writing to do so, give its reasons in writing for having amended, revoked or withdrawn a certificate of registration or identification card.

C. EMPLOYERS

16. REGISTRATION OF EMPLOYERS

(1) Every employer in the Building Industry at the date on which this Agreement comes into operation, who has not already registered with the Council in pursuance of a previous agreement, and every employer who enters the Industry after that date shall forthwith register with the Council, furnishing the Council with the following particulars:

- (a) His trading name;

(8) *Registrasie van werkende werkgewers.*—'n Werkende werkgewer wat gereeld 24 uur of langer per week geskoolde werk in die Nywerheid verrig, moet by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman, *mutatis mutandis* op die wyse in subklousule (7) voorgeskryf.

(9) (a) Iemand wat nie in die kategorieë in subklousules (4) tot en met (7) bedoel, val nie, en wat om 'n registrasiesertifikaat as ambagsgesel of as vakman aansoek wil doen, moet sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.

(b) 'n Werkende werkgewer wat gereeld 24 uur of langer per week geskoolde werk verrig en wat nie in die kategorieë val wat in subklousule (7) bedoel word nie, moet, indien hy om 'n registrasiesertifikaat as vakman aansoek wil doen, sodanige dokumentêre bewys aan die Raad voorlê of in sodanige praktiese toets slaag as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.

(c) Die Raad kan na goedgekeurde en behoudens klousule 15 'n registrasiesertifikaat uitreik aan iemand in paragraaf (a) of (b) bedoel, en sodanige sertifikaat moet geag word uitgereik te gewees het ooreenkomstig subklousule (4) (c), (5) (b), (6) (c) of (7) (c), naamlik die een wat van toepassing is.

(10) (a) 'n Werkgewer mag nie iemand, uitgesonderd 'n voorman, algemene voorman, vakleerling, kwekeling of 'n werknemer vir wie lone in klousule 29 (1) (e), (h), (i) of (j) voorgeskryf word, in diens neem om geskoolde werk te verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is.

(b) 'n Werkende werkgewer mag nie gereeld geskoolde werk 24 uur of langer elke week verrig nie, tensy sodanige werkende werkgewer in besit is van 'n registrasiesertifikaat wat ingevolge subklousule (7) (c), gelees met subklousule (8), aan hom uitgereik is.

(c) Niemand behalwe 'n voorman, algemene voorman, vakleerling, kwekeling of 'n werknemer vir wie lone in klousule 29 (1) (e), (h), (i) of (j) voorgeskryf word, mag geskoolde werk verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is.

14. REGISTRASIE VAN VAKLEERLINGE

(1) Iemand wat 'n skriftelike vakleerlingkontrak uitdien wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is, moet by die Raad aansoek doen om die uitreiking aan hom van 'n identiteitskaart. So iemand moet aan die Raad sodanige dokumentêre bewys voorlê as wat die Raad nodig ag om vas te stel dat hy ingevolge 'n geregistreerde vakleerlingkontrak in diens is.

(2) Die Raad moet 'n identiteitskaart uitreik aan 'n vakleerling wat ooreenkomstig subklousule (1) daarom aansoek doen.

15. REGISTRASIESERTIFIKAAT EN IDENTITEITSKAART

(1) 'n Werkende werkgewer of 'n werknemer aan wie 'n registrasiesertifikaat of 'n identiteitskaart ingevolge klousule 12, 13 of 14 van Deel I van die Ooreenkoms of klousule 53 of 54 van Deel II van die Ooreenkoms uitgereik word, moet dit altyd in sy besit hou en so 'n werkende werkgewer of 'n werknemer moet—

- (a) as hy deur 'n agent daartoe versoek word, dié registrasiesertifikaat of dié identiteitskaart aan die agent toon;
- (b) wanneer hy diens in die Nywerheid in die Durbanse gebied aanvaar, dié registrasiesertifikaat of dié identiteitskaart aan sy werkgewer toon;
- (c) as hy deur die Raad daartoe versoek word, dié registrasiesertifikaat of dié identiteitskaart aan die Raad afstaan.

(2) Die Raad kan 'n registrasiesertifikaat of 'n identiteitskaart wat ingevolge klousule 12, 13 of 14 van Deel I van die Ooreenkoms of klousule 53 of 54 van Deel II van die Ooreenkoms uitgereik is, wysig, herroep of in trek.

(3) Die Raad moet, as hy skriftelik daartoe versoek word, skriftelik aandui waarom hy 'n registrasiesertifikaat of 'n identifikasiekaart gewysig, herroep of ingetrek het.

C. WERKGEWERS

16. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat in die Bounywerheid is op die datum waarop hierdie Ooreenkoms in werking tree en wat hom nie reeds ingevolge 'n vorige ooreenkoms by die Raad laat registreer het nie, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet hom onmiddellik by die Raad laat registreer en moet die volgende besonderhede aan die Raad verstrek:

- (a) Sy handelsnaam;

- (b) (i) in the case of a sole proprietor, the identity number and name of the proprietor;
 - (ii) in the case of a partnership, the identity numbers and names of the partners, and a certified copy of the partnership agreement;
 - (iii) in the case of a company, the identity numbers and names of the directors, and a copy of the certificate of incorporation;
 - (iv) in the case of a close corporation, the identity numbers and names of the members, and a copy of the certificate of incorporation;
 - (v) in the case of any other body corporate or juristic person, the names and identity numbers of the persons responsible for the administration of such body corporate or juristic person;
 - (c) his business address and his *domicilium citandi et executandi*;
 - (d) the trade or trades carried on by him;
 - (e) the address of his workshop, or where he has both a yard and a workshop, the address of both.
- (2) The Secretary of the Council shall maintain a register of all employers registered in terms of subclause (1).
- (3) A certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to every employer registered.
- (4) Every registered employer shall notify the Council forthwith and by registered post of any change in the particulars furnished by him on registration, including changes in any partnership or partnership agreement, changes in the directors of a company, changes in the members of a close corporation and changes in the persons responsible for the administration of any other body corporate or juristic person.

17. WAGE GUARANTEE

- (1) Every employer in the Building Industry at the date on which this Agreement comes into operation, who has not already lodged a guarantee with the Council in pursuance of a previous agreement, and every employer who enters the Industry after that date shall forthwith, or within such further period as may be allowed by the Council, lodge with the Council a guarantee acceptable to the Council: Provided that—
- (a) the amount of the guarantee to be lodged with the Council by every employer in terms of this clause shall be assessed by the Council in the manner prescribed in subclause (2);
 - (b) the amount of any guarantee lodged with the Council by an employer in terms of this clause may be increased or reduced by the Council in the manner prescribed in subclause (3);
 - (c) a guarantee lodged with the Council in terms of this clause may be utilised by the Council for the purpose described in subclause (4);
 - (d) where an employer has notified the Council, in writing, that he has ceased to operate in the Building Industry in the Durban area—
 - (i) the Council shall satisfy itself that such employer has ceased to so operate, and that there are no amounts outstanding which could be claimed by the Council in accordance with the provisions of subclause (4);
 - (ii) the Council shall after the expiration of a period of 30 days from the date on which such notice is received, or such other period as may be determined by the Council, refund to such employer any cash which was deposited with the Council by such employer pursuant to the provisions of this clause, or shall cancel any other document which was lodged by such employer with the Council in compliance with the provisions of this clause, as the case may be;
 - (e) where an employer has deposited cash with the Council pursuant to the provisions of this clause, and the Council has reason to believe that such employer has not been operating in the Building Industry in the Durban area for a period of at least six consecutive calendar months, the Council shall request such employer, by registered letter sent to his latest address on record with the Council, to confirm that he has ceased to so operate, and to apply for a refund of such cash deposit. If such employer fails to respond to such registered letter within a period of 60 days after the date on which the registered letter was sent to him, such cash deposit shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider any application for a refund of a forfeited cash deposit, and shall pay such deposit to the applicant on production by him of the necessary proof to substantiate his claim.

- (b) (i) in die geval van 'n alleeneienaar, die eienaar se identiteitsnommer en naam;
 - (ii) in die geval van 'n vennootskap, die vennote se identiteitsnommers en name en 'n gewaarmerkte kopie van die vennootskapsooreenkoms;
 - (iii) in die geval van 'n maatskappy, die direkteure se identiteitsnommers en name en 'n kopie van die inkorporasiesertifikaat;
 - (iv) in die geval van 'n beslote korporasie, die lede se identiteitsnommers en name en 'n kopie van die inkorporasiesertifikaat;
 - (v) in die geval van enige ander regspersoon, die identiteitsnommers en name van die persone wat verantwoordelik is vir die administrasie van sodanige regspersoon;
 - (c) sy besigheidsadres en sy *domicilium citandi et executandi*;
 - (d) die ambag of ambagte wat hy beoefen;
 - (e) die adres van sy werkwinkel of, waar hy beide 'n werkplaas en 'n werkwinkel het, die adres van altwee.
- (2) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers wat ingevolge subklousule (1) geregistreer is.
- (3) 'n Registrasiesertifikaat, onderteken deur of die Voorsitter of die Sekretaris van die Raad, moet aan elke geregistreerde werkgewer uitgereik word.
- (4) Elke geregistreerde werkgewer moet die Raad onmiddellik en per geregistreerde pos in kennis stel van alle veranderinge in die besonderhede wat hy by die registrasie verstrek het, met inbegrip van veranderinge in die vennootskap of vennootskapsooreenkoms, veranderinge in die direkteure van 'n maatskappy, veranderinge in die lede van 'n beslote korporasie en veranderinge in die persone wat verantwoordelik is vir die administrasie van enige ander regspersoon.

17. LOONWAARBORG

- (1) Elke werkgewer wat in die Bounwyerheid is op die datum waarop hierdie Ooreenkoms in werking tree en wat nie reeds ingevolge 'n vorige ooreenkoms 'n waarborg by die Raad ingedien het nie, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet onmiddellik, of binne sodanige verdere tydperk as wat die Raad toelaat, 'n waarborg wat vir die Raad aanvaarbaar is by die Raad indien: Met dien verstande dat—
- (a) die bedrag van die waarborg wat elke werkgewer ingevolge hierdie klousule by die Raad moet indien, deur die Raad bepaal moet word op die wyse in subklousule (2) voorgeskryf;
 - (b) die bedrag van die waarborg wat 'n werkgewer ingevolge hierdie klousule by die Raad ingedien het, deur die Raad verhoog of verminder kan word op die wyse in subklousule (3) voorgeskryf;
 - (c) 'n waarborg wat ingevolge hierdie klousule by die Raad ingedien is, deur die Raad gebruik kan word vir die doel in subklousule (4) beskryf;
 - (d) as 'n werkgewer die Raad skriftelik in kennis gestel het dat hy opgehou het om in die Bounwyerheid in die Durbanse gebied sake te doen—
 - (i) die Raad homself daarvan moet oortuig dat dié werkgewer wel aldus opgehou het om sake te doen en dat daar geen uitstaande bedrae is wat die Raad ooreenkomstig subklousule (4) kan opeis nie;
 - (ii) die Raad ná verloop van 'n tydperk van 30 dae vanaf die datum waarop sodanige kennisgewing ontvang is, of sodanige ander tydperk as wat die Raad bepaal, aan sodanige werkgewer die kontant moet terugbetaal wat dié werkgewer ingevolge hierdie klousule by die Raad gedeponeer het, of ander dokumente moet intrek wat dié werkgewer ooreenkomstig hierdie klousule by die Raad ingedien het, na gelang van die geval;
 - (e) as 'n werkgewer ooreenkomstig hierdie klousule kontant by die Raad gedeponeer het en die Raad rede het om te glo dat dié werkgewer vir 'n tydperk van minstens ses agtereenvolgende kalendermaande nie in die Bounwyerheid in die Durbanse gebied sake gedoen het nie, die Raad dié werkgewer per geregistreerde brief aan sy jongste adres wat by die Raad aangeteken is, moet versoek om te bevestig dat hy opgehou het om aldus sake te doen en om aansoek te doen om die terugbetaling van sodanige kontantdeposito. Indien dié werkgewer versuim om daarop te antwoord binne 'n tydperk van 60 dae na die datum waarop die geregistreerde brief aan hom gestuur is, verbeur hy sodanige kontantdeposito en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter 'n aansoek om die terugbetaling van 'n verbeurde kontantdeposito oorweeg en sodanige deposito aan die aansoeker terugbetaal as hy die nodige bewys lewer ter staving van sy eis.

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

- (a) Two weeks' wages and inclement weather allowances as prescribed in clauses 29 and 30;
- (b) two weeks' stamps and prescribed in clause 35:

Provided that the amount of any guarantee assessed in accordance with the provisions of this subclause shall be rounded up to the next highest multiple of R50: Provided further that the amount of any guarantee assessed in accordance with the provisions of this subclause shall not be less than R750.

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

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

Provided that—

- (i) no such reduction shall be permitted by the Council unless such employer has applied to the Council, in writing, for the amount of such guarantee to be reduced; and
- (ii) the amount of such guarantee shall not be reduced to less than R750.

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

(4) The Council shall be entitled to utilise any guarantee lodged by an employer with the Council in terms of this clause, to pay any amount which may be due to the Council by such employer in terms of clause 35 (1), or to pay any remuneration which may be due to any one or more employees of such employer in terms of clauses 29 and 30, if the Council is satisfied that such remuneration is due and owing to such employees and has not been paid to such employees by such employer: Provided that—

- (i) the total claim in respect of any one employee may exceed the calculated amounts and periods prescribed in subclause (2); and
- (ii) the total claim in respect of any one or more employees shall not exceed the total amount of the guarantee lodged with the Council.

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

18. COPIES OF AGREEMENTS TO BE KEPT BY EMPLOYERS

(1) The Council shall furnish one copy of this Agreement and of any subsequent amendment, extension, renewal or re-enactment thereof to each employer free of charge.

(2) Every employer shall at all times keep a copy of the Agreement available on his premises and shall, when requested to do so by an employee, make it available to that employee.

D. EMPLOYMENT

19. RECORDS TO BE KEPT BY EMPLOYERS

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

(2) In addition to the particulars referred to in subclause (1), an employer shall maintain in writing in ink, or in typescript, in legible characters and on material of a durable nature, a record of the job for which the work is being done and the time worked daily by each employee.

(3) The records referred to in subclauses (1) and (2) shall be retained by the employer for a period of at least three years.

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

- (a) Twee weke se loon en toelaes vir gure weer soos in klousules 29 en 30 voorgeskryf;
- (b) twee weke se seëls soos in klousule 35 voorgeskryf:

Met dien verstande dat die bedrag van 'n waarborg wat ooreenkomstig hierdie subklousule bepaal word tot die volgende hoogste veelvoud van R50 afgerond moet word: Voorts met dien verstande dat die bedrag van 'n waarborg wat ooreenkomstig hierdie subklousule bepaal word, minstens R750 moet wees.

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

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

- (i) so 'n vermindering nie deur die Raad toegelaat moet word nie tensy sodanige werkgever skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg; en
- (ii) die bedrag van sodanige waarborg nie tot minder as R750 verminder mag word nie.

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

(4) Die Raad is daarop geregtig om 'n waarborg wat 'n werkgever ingevolge hierdie klousule by hom indien, te gebruik om die bedrag te betaal wat sodanige werkgever ingevolge klousule 35 (1) aan die Raad verskuldig is, of om die besoldiging te betaal wat aan een of meer van sodanige werkgever se werknemers verskuldig is ingevolge klousules 29 en 30, indien die Raad daarvan oortuig is dat sodanige besoldiging aan sodanige werknemers verskuldig en betaalbaar is en nie deur sodanige werkgever aan hulle betaal is nie: Met dien verstande dat—

- (i) die totale eis ten opsigte van een werknemer meer mag wees as die berekende bedrae en tydperke in subklousule (2) voorgeskryf; en
- (ii) die totale eis ten opsigte van een of meer werknemers nie meer mag wees nie as die totale bedrag van die waarborg wat by die Raad ingedien is.

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

18. KOPIË VAN OOREENKOMSTE MOET DEUR WERKGEWERS BEWAAR WORD

(1) Die Raad moet een kopie van hierdie Ooreenkoms en van alle latere wysigings, verlengings, hernuings of herbekragtiging, daarvan kosteloos aan elke werkgever verskaf.

(2) Elke werkgever moet te alle tye 'n kopie van die Ooreenkoms op sy perseel beskikbaar hou en dit aan 'n werknemer beskikbaar stel wanneer dié daarom versoek.

D. DIENS

19. AANTEKENINGE WAT DEUR WERKGEWERS GEHOU MOET WORD

(1) Artikel 57 (1) van die Wet wat voorskryf dat elke werkgever te alle tye ten opsigte van alle persone in sy diens aantekeninge moet hou van besoldiging wat betaal is, die tyd wat gewerk is en sodanige ander besonderhede as wat by regulasie voorgeskryf word en die bepalinge van 'n regulasie wat ingevolge subartikel (2) van genoemde artikel gemaak is, word geag in hierdie Ooreenkoms ingelyf te wees.

(2) Benewens die besonderhede in subklousule (1) bedoel, moet 'n werkgever op materiaal van 'n duursame aard, leesbare aantekeninge, met inkskryf of getik, hou van die taak waarvoor die werk gedoen word en die tyd wat daagliks deur elke werknemer gewerk word.

(3) Die aantekeninge in subklousules (1) en (2) bedoel, moet deur die werkgever minstens drie jaar lank gehou word.

20. SUSPENSION OF EMPLOYMENT

(1) Subject to the provisions of clause 30, an employer may temporarily suspend the employment of any employee, other than an apprentice, trainee or employee for whom wages are prescribed in clause 29 (1) (h), without being liable for the payment of any remuneration to such employee during such period of suspension, for any cause recognised by law as sufficient or because of a shortage of work or inclement weather or because the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion; strike, work stoppage and/or labour unrest and/or any other circumstances which could result in or give rise to the personal safety of the employer or his employees being at risk, explosion and/or similar emergencies beyond the control of the employer.

(2) Notwithstanding anything to the contrary contained in this Agreement, an employee shall be deemed to be working, in addition to any period during which he is actually working, if he is absent from work upon the instructions or at the request of his employer for reasons other than suspension of employment, and no deduction shall be made by an employer from an employee's wage, in respect of any such absence.

(3) For the purposes of this clause, the expression—

- (a) "any cause recognised by law as sufficient" shall without in any way limiting the ordinary meaning of the expression, including any one or more of the causes referred to in clause 21 (4);
- (b) "inclement weather" means rain, strong winds or any other adverse weather conditions under which work cannot be carried out, or under which it would be dangerous for work to be carried out whilst such conditions exist, but shall exclude any after-effects caused by such conditions if work cannot be carried out because of such after-effects.

21. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions of subclauses (2) and (3), an employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give the following notice of termination of employment to the employer or the employee, as the case may be:

- (a) During the first six months of employment with the same employer: Not less than one working day's notice;
- (b) after the first six months and up to three years of employment with the same employer: Not less than five working days' notice;
- (c) after three years of service with the same employer: Not less than 10 working days' notice.

(2) Notice in terms of subclause (1) shall, except when given to or by an illiterate employee, be given in writing.

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

- (a) the right of an employer or an employee to terminate employment without notice for any cause recognised by law as sufficient; or
- (b) the operation of any forfeitures or penalties which may be applicable in respect of an employee who deserts.

(4) For the purposes of this clause, the expression "any cause recognised by law as sufficient" shall, without in any way limiting the ordinary meaning of the expression, include any one or more of the following:

- (a) Being under the influence of drugs or alcohol;
- (b) proven pilfering, theft or misappropriation of money, goods or property;
- (c) repeated unpunctuality or deliberate absenteeism, provided previous warnings have been given;
- (d) refusing to obey reasonable instructions or orders;
- (e) serious disrespect or insubordination;
- (f) assault or physical violence;
- (g) intimidation;
- (h) endangering the lives of himself and/or other persons by his actions;
- (i) failure to pay wages or to issue stamps when they are due.

(5) (a) An employer may pay an employee the remuneration which he would have earned if he had worked during the notice period, in lieu of the notice to which the employee is entitled.

(b) An employee may pay or forfeit to his employer the remuneration which he would have earned if he had worked during the notice period in lieu of the notice to which the employer is entitled.

(6) An employee who receives payment in lieu of notice in terms of this clause shall be deemed to have worked the number of hours in respect of which he thus received payment, in addition to, and following on, the number of hours he actually worked.

20. DIENSOPSKORTING

(1) Behoudens klousule 30 kan 'n werkgewer die diens van 'n werknemer, uitgesonderd 'n vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (h) voorgeskryf word, tydelik opskort sonder om aanspreeklik te wees vir die besoldiging van sodanige werknemer gedurende die opskortingstydperk, en wel om 'n regsgeldige rede of weens 'n werktekort of gure weer of omdat die vordering van die werk onderbreek is deur 'n natuurkrag of *vis major*, brand, onluste, burgerlike oproer, staking, werkstopsetting en/of arbeidsonrus en/of ander omstandighede wat daartoe kan lei of wat daartoe aanleiding kan gee dat die veiligheid van die werkgewer of sy werknemers in gevaar gestel kan word, 'n ontploffing en/of soortgelyke noodtoestand buite die beheer van die werkgewer.

(2) 'n Werknemer moet, ondanks andersluidende bepalings in hierdie Ooreenoms, benewens 'n tydperk waartydens hy wel werksaam is, geag word te werk indien hy in opdrag van of op versoek van sy werkgewer om ander redes as diensopskorting van sy werk afwesig is, en 'n werkgewer mag geen bedrag van 'n werknemer se loon vir sodanige afwesigheid aftrek nie.

(3) Vir die toepassing van hierdie klousule omvat die uitdrukking—

- (a) "n regsgeldige rede", sonder om die gewone betekenis van die uitdrukking enigins te beperk, een of meer van die redes in klousule 21 (4) bedoel;
- (b) "gure weer" reën, sterk winde of ander ongunstige weersomstandighede as gevolg waarvan daar nie gewerk kan word nie of waaronder dit gevaarlik sou wees om te werk terwyl sodanige omstandighede duur, maar omvat dit nie enige nagevolge veroorsaak deur sodanige omstandighede indien daar nie weens sodanige nagevolge gewerk kan word nie.

21. DIENSBEÏNDIGING

(1) Behoudens subklousules (2) en (3) moet 'n werknemer wat voornemens is om sy diens by sy werkgewer te beëindig en 'n werkgewer wat voornemens is om die diens van 'n werknemer te beëindig die volgende kennis van sodanige diensbeëindiging gee aan die werkgewer of die werknemer, na gelang van die geval:

- (a) Gedurende die eerste ses maande diens by dieselfde werkgewer: Minstens een werkdag kennis;
- (b) na die eerste ses maande diens en tot op drie jaar diens by dieselfde werkgewer: Minstens vyf werkdag kennis;
- (c) na drie jaar diens by dieselfde werkgewer: Minstens 10 werkdag kennis.

(2) Kennis ingevolge subklousule (1) moet, behalwe in die geval van 'n ongetletterde werknemer, skriftelik geskied.

(3) Subklousule (1) mag nie die volgende raak nie:

- (a) Die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing om 'n regsgeldige rede te beëindig; of
- (b) die inwerkingstelling van toepaslike verbeurings of boetes ten opsigte van 'n werknemer wat dros.

(4) Vir die toepassing van hierdie klousule omvat die uitdrukking "n regsgeldige rede", sonder om die gewone betekenis van die uitdrukking enigins te beperk, een of meer van die volgende:

- (a) Onder die invloed van dwelmiddels of drank te wees;
- (b) bewese diefwery, diefstal of wederregtelike toeëiening van geld, goedere of eiendom;
- (c) herhaalde gebrek aan stiptheid of opsetlike absenteïsme, mits daar vooraf gewaarsku is;
- (d) weiering om redelike opdragte of bevels uit te voer;
- (e) ernstige minagting of insubordinasie;
- (f) aanranding of fisiese geweld;
- (g) intimidasie;
- (h) sy eie lewe en/of dié van ander deur sy dade in gevaar stel;
- (i) versuim om lone te betaal of seëls uit te reik wanneer dit moet geskied.

(5) (a) 'n Werkgewer kan 'n werknemer die besoldiging betaal wat hy sou verdien het as hy gedurende die kennisgewingstermyn gewerk het in plaas van die kennisgewing waarop die werkgewer geregtig is.

(b) 'n Werknemer kan in plaas van die kennisgewing waarop die werkgewer geregtig is, aan sy werkgewer die besoldiging betaal of verbeur wat hy sou verdien het indien hy gedurende die kennisgewingstermyn gewerk het.

(6) 'n Werknemer wat ingevolge hierdie klousule betaling in plaas van kennisgewing ontvang het, moet geag word die getal ure te gewerk het waarvoor hy aldus betaal is, benewens en volgende op die getal ure wat hy werklik gewerk het.

(7) (a) An employee who has terminated his employment or whose employment has been terminated in accordance with the provisions of this clause, shall continue working at the work for which he was engaged during the whole of the notice period referred to in subclause (1).

(b) In the event of an employee not complying with the provisions of paragraph (a), the employer shall pay such employee the remuneration due to him for the number of hours worked by him during such notice period but shall be entitled to deduct one day's remuneration from such employee in respect of each day or part of a day on which he did not work during such notice period.

(8) (a) Where the notice period referred to in subclause (1) (a) is applicable, the remuneration due to an employee—

- (i) whose employment has been terminated by his employer in accordance with the provisions of this clause, shall be paid by the employer to the employee not later than finishing time on the day of such termination;
- (ii) who has terminated his employment in accordance with the provisions of this clause, shall be paid by the employer to the employee not later than finishing time on the pay-day relating to the pay-week in which such notice of termination was given by the employee: Provided that, by agreement between the employer and the employee, such remuneration may be paid by the employer to the employee on the site where the employee was working on the day of termination or at the employer's office or by cheque to be posted to an address furnished by the employee.

(b) Where the notice period referred to in subclause (1) (b) or (c) is applicable, the remuneration due to an employee whose employment has been terminated or who has terminated his employment in accordance with the provisions of this clause, shall be paid by the employer to the employee not later than finishing time on the last day of the applicable notice period.

(9) (a) In the event of an employer not complying with the provisions of subclause (8), the employee shall be entitled to be paid one day's remuneration for up to two succeeding working days in respect of which the employer defaults in payment, provided such employee presents himself to such employer to obtain payment on the two days concerned.

(b) In the event of any amount due or forfeited by an employee to his employer in accordance with the provisions of subclauses (5) (b) or (7) (b) being in excess of the remuneration due by the employer to the employee and such employee either failing or declining to pay the excess amount to his employer, the employer shall be entitled to request the Council to deduct such excess amount from any holiday pay and holiday allowance due to such employee, in the manner prescribed in clause 42 (4) (b) (iv): Provided that any amount deducted by the Council shall be paid by the Council to such employer.

22. MONTHLY RETURNS

(1) Every employer shall submit a monthly return to the Secretary of the Council, in such form as may be prescribed by the Council from time to time, showing the number, trades and categories of employees employed by him during the month immediately preceding.

(2) Every employer shall forward the monthly return prescribed in subclause (1) so as to reach the Council's offices not later than 10 days after the end of each calendar month.

(3) An employer registered in terms of clause 16 who has no employees in his employ shall notify the Council accordingly, in writing, not later than the 10th day of the following month.

E. HOURS OF WORK AND HOLIDAYS

23. ORDINARY HOURS OF WORK

Subject to the provisions of clauses 24, 25 and 26, an employer shall not require or permit any employee to work, nor shall a working employer or an employee work—

- (1) in the case of working employers, apprentices, trainees and employees for whom wages are prescribed in clause 29 (1) (b) to (j) inclusive, for more than eight hours per day on more than five days per week from Monday to Friday or for more than 40 hours per week;
- (2) in the case of an employee for whom wages are prescribed in clause 29 (1) (a), for more than 60 hours per week or—
 - (a) for more than 10 hours per day on more than six days per week; or
 - (b) for more than 12 hours per day on more than five days per week;

(7) (a) 'n Werknemer wat sy diens beëindig het of wie se diens ooreenkomstig hierdie klousule beëindig is, moet gedurende die hele tydperk van die kennisgewingstermyn in subklousule (1) bedoel, voortgaan met die werk waarvoor hy in diens geneem is.

(b) Indien 'n werknemer versuim om paragraaf (a) na te kom, moet die werkgever aan sodanige werknemer die besoldiging betaal wat aan hom verskuldig is vir die getal ure wat hy gedurende sodanige kennisgewingstermyn gewerk het, maar hy kan een dag se besoldiging aftrek ten opsigte van elke dag of gedeelte van 'n dag wat die werknemer nie gedurende sodanige kennisgewingstermyn gewerk het nie.

(8) (a) Waar die kennisgewingstermyn in subklousule (1) (a) bedoel, van toepassing is, moet die besoldiging verskuldig aan 'n werknemer—

- (i) wie se diens deur sy werkgever ooreenkomstig hierdie klousule beëindig is deur die werkgever aan sy werknemer betaal word voor of met uitskeityd op die dag van sodanige beëindiging;
- (ii) wat sy diens ooreenkomstig hierdie klousule beëindig het, deur die werkgever voor of met uitskeityd op die betaaldag vir die betaalde week waarin sodanige kennisgewing van diensbeëindiging deur die werknemer gegee was, aan die werknemer betaal word: Met dien verstande dat die werkgever sodanige besoldiging, by onderlinge ooreenkoms tussen die werkgever en die werknemer, aan die werknemer kan betaal op die plek waar die werknemer op die dag van diensbeëindiging gewerk het of by die werkgever se kantoor of per tjek wat gepos moet word na die adres wat deur die werknemer verskaf word.

(b) Waar die kennisgewingstermyn in subklousule (1) (b) of (c) bedoel van toepassing is, moet die besoldiging verskuldig aan 'n werknemer wie se diens beëindig is of wat sy diens ooreenkomstig hierdie klousule beëindig het, deur die werkgever aan die werknemer betaal word voor of met uitskeityd op die laaste dag van die toepaslike kennisgewingstermyn.

(9) (a) Indien 'n werkgever versuim om subklousule (8) na te kom, is die werknemer geregtig op 'n dag se besoldiging vir tot twee agtereenvolgende werkdade ten opsigte waarvan die werkgever versuim om hom te betaal: Met dien verstande dat sodanige werknemer hom by sodanige werkgever aanmeld om betaling vir die betrokke twee dae te ontvang.

(b) Indien die bedrag wat deur 'n werknemer ooreenkomstig subklousule (5) (b) of (7) (b) aan sy werkgever verskuldig is of verbeur word meer is as die besoldiging wat die werkgever aan die werknemer verskuldig is en sodanige werknemer versuim of weier om die oortollige bedrag aan sy werkgever te betaal, kan die werkgever die Raad versoek om sodanige oortollige bedrag af te trek van die verlofsbesoldiging en verloftoelae wat aan die werknemer verskuldig is, op die wyse in klousule 42 (4) (b) (iv) voorgeskryf: Met dien verstande dat die bedrag wat die Raad aftrek deur die Raad aan sodanige werkgever betaal moet word.

22. MAANDELIKSE OPGAWES

(1) Elke werkgever moet elke maand aan die Sekretaris van die Raad 'n opgawe stuur wat, in die vorm soos die Raad van tyd tot tyd voorskryf, die getal, amptang van en klasse werknemers toon wat gedurende die onmiddellik voorafgaande maand by hom in diens was.

(2) Elke werkgever moet die maandelikse opgawe in subklousule (1) voorgeskryf aan die Raad se kantore stuur sodat dit hoogstens 10 dae na die einde van elke kalendermaand daar aankom.

(3) 'n Werkgever wat ingevolge klousule 16 geregistreer is maar wat geen werknemers in sy diens het nie, moet die Raad voor of op die 10de dag van die daaropvolgende maand skriftelik aldus in kennis stel.

E. WERKURE EN VAKANSIEDAE

23. GEWONE WERKURE

Behoudens klousules 24, 25 en 26, mag 'n werkgever nie van 'n werknemer vereis of hom toelaat om soos hieronder uiteengesit, te werk nie en mag geen werkende werkgever of werknemer aldus werk nie, naamlik—

- (1) in die geval van werkende werkgevers, vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 29 (1) (b) tot en met (j) voorgeskryf word, meer as agt uur per dag op meer as vyf dae per week van Maandag tot Vrydag of meer as 40 uur per week;
- (2) in die geval van 'n werknemer vir wie lone in klousule 29 (1) (a) voorgeskryf word, meer as 60 uur per week of—
 - (a) meer as 10 uur per dag op meer as ses dae per week; of
 - (b) meer as 12 uur per dag op meer as vyf dae per week;

- (3) for a continuous period of more than five hours on any one day without an uninterrupted interval of at least one hour:

Provided that—

- (i) subject to the provisions of proviso (ii) below, time spent in travelling to or from a job shall be outside the ordinary hours of work prescribed in this clause;
- (ii) where an employee is sent to work at more than one job on the same day, the time spent in travelling from the one job to the next job shall be paid for as time worked at the rates prescribed in clause 29 (1).

24. OVERTIME

(1) Subject to the provisions of clause 32, an employer may permit an employee to work overtime and a working employer or an employee may work overtime from Mondays to Fridays, where such days are ordinary working days, and on Saturdays which are not public holidays as prescribed in clause 28 (2).

(2) An employer shall not require or permit an employee to work overtime and a working employer or an employee shall not work overtime on a Sunday or a public holiday prescribed in clause 28 (2) or during the holiday period prescribed in clause 28 (1), except—

- (a) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 11h00 on the preceding Thursday and in which the employer shall state—

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

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

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

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

(4) The ordinary hours of work plus overtime shall not exceed 56 hours per week in the case of employees for whom wages are prescribed in clause 29 (1) (b) to (j) inclusive or 60 hours per week in the case of employees for whom wages are prescribed in clause 29 (1) (a).

25. SHIFT WORK

Except on a Sunday, an employer may engage employees to work two or three shifts during any period of 24 hours: Provided that no employee shall work more than one shift in any period of 24 hours.

26. MEAL AND REFRESHMENT INTERVALS

(1) Every employee shall be allowed an uninterrupted meal interval of not less than 30 minutes on each day, which interval shall not be part of the ordinary or overtime hours of work: Provided that, if an employee is required or permitted to work for a continuous period of more than five hours on any one day, the uninterrupted meal interval shall be not less than one hour.

(2) Every employee shall be allowed two uninterrupted refreshment intervals of 10 minutes each on each day, which intervals shall be deemed to be part of the ordinary or overtime hours of work.

(3) The times when the intervals prescribed in subclauses (1) and (2) are to be allowed on each day, shall be determined by agreement between the employer and his employees.

- (3) vir 'n aaneenlopende tydperk van meer as vyf uur op 'n bepaalde dag sonder 'n ononderbroke pouse van minstens een uur:

Met dien verstande dat—

- (i) behoudens voorbehoudsbepaling (ii) hieronder, reistyd na of van werk buite die werkure val wat in hierdie klousule voorgeskryf word;
- (ii) waar 'n werknemer op dieselfde dag na meer as een werk gestuur word om daar te gaan werk, daar vir die tyd wat bestee word om van die een werk na die volgende te reis, betaal moet word as tyd gewerk teen die tarief in klousule 29 (1) voorgeskryf.

24. OORTYDWERK

(1) Behoudens klousule 32 kan 'n werkgever 'n werknemer toelaat om oortyd te werk, en 'n werkende werkgever of 'n werknemer kan oortyd werk van Maandag tot en met Vrydag, waar sodanige dae gewone werkdae is, en op Saterdag wat nie openbare vakansiedae is soos in klousule 28 (2) voorgeskryf nie.

(2) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, en 'n werkende werkgever of 'n werknemer mag nie oortyd werk op 'n Sondag of 'n openbare vakansiedag in klousule 28 (2) voorgeskryf of gedurende die vakansietydperk in klousule 28 (1) voorgeskryf nie, behalwe—

- (a) met die toestemming van die Raad, waarom skriftelik aansoek by die Raad gedoen moet word voor 11h00 op die vorige Donderdag en waarin die werkgever die volgende besonderhede moet meld:

- (i) Sy naam en adres;
- (ii) die aard van die werk wat uitgevoer moet word;
- (iii) die plek waar, die datum waarop en die tye wanneer die werk begin en voltooi sal word;
- (iv) die getal en klasse werknemers daarby betrokke;
- (v) die redes waarom die werk verrig moet word op die datum in subparagraaf (iii) vermeld;

- (b) in die geval van noodwerk, wanneer die werkgever wat sodanige werk laat verrig het, nie later nie as 13h00 op die Raad se eersvolgende besigheidsdag 'n skriftelike verklaring by die Raad moet indien wat die volgende besonderhede bevat:

- (i) Sy naam en adres;
- (ii) die aard van die werk wat uitgevoer is;
- (iii) die plek waar, die datum waarop en die tye wanneer die werk begin en voltooi is;
- (iv) die getal en klasse werknemers daarby betrokke;
- (v) die rede waarom daar nie ingevolge paragraaf (a) om toestemming aansoek gedoen is nie.

(3) Oortydwerk wat ooreenkomstig hierdie klousule van 'n werknemer vereis word, moet op 'n vrywillige grondslag wees en die weiering van 'n werknemer, om watter rede ook al, om sodanige oortydwerk te doen, is nie 'n regsgeldige rede vir die summiere ontslag van sodanige werknemer nie.

(4) Die gewone werkure plus oortydure mag hoogstens 56 per week beloop in die geval van werknemers vir wie lone in klousule 29 (1) (b) tot en met (j) voorgeskryf word of 60 per week in die geval van werknemers vir wie lone in klousule 29 (1) (a) voorgeskryf word.

25. SKOFWERK

'n Werkgever kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur, behalwe op 'n Sondag, te werk: Met dien verstande dat geen werknemer meer as een skof in 'n tydperk van 24 uur mag werk nie.

26. ETENS- EN VERVERSINGSGROUPE

(1) Aan elke werknemer moet daar elke dag 'n ononderbroke etenspouse van minstens 30 minute toegestaan word en so 'n etenspouse moet nie deel van die gewone of oortydwerkure uitmaak nie: Met dien verstande dat indien daar van die werknemer vereis of hy toegelaat word om op 'n dag vir die tydperk van langer as vyf uur aaneen te werk, die ononderbroke etenspouse minstens een uur moet duur.

(2) Aan elke werknemer moet daar elke dag twee ononderbroke verversingsgroues van 10 minute elk toegestaan word en dié groues moet geag word deel van die gewone of oortydwerkure uit te maak.

(3) Die tye waarop die groues in subklousules (1) en (2) voorgeskryf elke dag toegestaan moet word, moet by ooreenkoms tussen die werkgever en die werknemers bepaal word.

27. ENTITLEMENT TO AND PAYMENT FOR ANNUAL LEAVE AND PAID PUBLIC HOLIDAYS

(1) Subject to the provisions of subclauses (2) and (3), an apprentice, trainee or employee for whom wages are prescribed in clause 29 (1) who has worked for 24 hours or more in each of the 49 or 50 working weeks during the period from the Monday following the last Friday in October of one year to the last Friday in October of the following year (hereinafter referred to as the "stamp year"), shall be entitled to 15 working days' paid leave and to be paid for each of the public holidays prescribed in clause 28 (2) which falls on an ordinary working day: Provided that an employee who has worked for less than 49 or 50 working weeks during a stamp year shall only be entitled to paid leave and to paid public holidays on a *pro rata* basis in relation to the number of weeks in which he worked for 24 hours or more per week during that stamp year.

(2) The paid leave prescribed in subclause (1) shall be taken during the holiday period following the end of the stamp year.

(3) Payment in respect of the paid leave and paid public holidays prescribed in subclause (1) shall be made in the manner prescribed in clause 35, read with clauses 33 and 42.

28. HOLIDAY PERIOD AND PUBLIC HOLIDAYS

Unless the written consent of the Council has first been obtained in the manner prescribed in clause 24 (2) (a), no employer shall require or permit an employee to perform and no employee and working employer shall undertake or perform work in the Building Industry—

(1) during the period (hereinafter referred to as the "holiday period") which shall commence on the Friday immediately before 16 December, or on such day as the Council may determine but which shall not be later than 16 December;

(2) on any of the following days (hereinafter referred to as "public holidays"):

(a) Any public holiday prescribed in section 1 of the Public Holidays Act, 1952, or by proclamation under section 2 of the said Act;

(b) the Friday immediately following Ascension Day.

F. REMUNERATION

29. MINIMUM WAGE RATES

(1) Subject to the provisions of subclauses (2), (3) and (4) and clauses 30 to 32 inclusive, no employer shall pay and no employee shall accept wages at rates lower than the following:

Category of employee	
	<i>Per day</i>
	R
(a) Employees engaged on patrolling premises and guarding property	17,10
	<i>Per hour</i>
	R
(b) General workers	1,88
(c) Plant operators	2,18
(d) Driver of goods vehicle, the laden mass of which, excluding the laden mass of any trailer or trailers attached to or drawn by such vehicle, is—	
(i) up to and including 3 500 kg	1,98
(ii) over 3 500 kg and up to and including 9 000 kg	2,18
(iii) over 9 000 kg	2,77
(e) Trainee tradesmen serving under contracts of traineeship registered in terms of clause 12 (3) and who have passed the following modules in a recognised competence based modular training scheme:	
(i) Less than 33 per cent	2,25
(ii) 33 per cent or more but less than 66 per cent	3,22
(iii) 66 per cent or more	4,19
(f) Tradesmen:	
(i) Class 4	2,25
(ii) Class 3	3,22
(iii) Class 2	4,19
(iv) Class 1	4,84

27. AANSpraak op EN BETALING VIR JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE MET BESOLDIGING

(1) Behoudens subklousules (2) en (3) is 'n vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) voorgeskrif word wat 24 uur of langer in elk van die 49 of 50 werkweke gewerk het gedurende die tydperk van die Maandag ná die laaste Vrydag in Oktober van 'n jaar tot die laaste Vrydag in Oktober van die volgende jaar (hierna die "seëljaar" genoem) geregtig op 15 werkdae verlof met besoldiging en om betaal te word vir elkeen van die openbare vakansiedae in klousule 28 (2) voorgeskrif wat op 'n gewone werkdag val: Met dien verstande dat 'n werknemer wat minder as 49 of 50 werkweke gedurende 'n seëljaar gewerk het slegs op 'n *pro rata*-grondslag of verlof met besoldiging en op vakansiedae met besoldiging geregtig is in verhouding tot die getal weke wat hy 24 uur of langer per week gedurende dié seëljaar gewerk het.

(2) Die verlof met besoldiging in subklousule (1) voorgeskrif, moet geneem word gedurende die vakansietydperk ná die einde van die seëljaar.

(3) Betaling ten opsigte van die verlof met besoldiging en openbare vakansiedae met besoldiging in subklousule (1) voorgeskrif, moet geskied op die wyse voorgeskrif in klousule 35, gelees met klousules 33 en 42.

28. VAKANSIETYDPERK EN OPENBARE VAKANSIEDAE

Tensy die skriftelike toestemming van die Raad vooraf verkry is op die wyse in klousule 24 (2) (a) voorgeskrif, mag geen werkgewer van 'n werknemer vereis of hom toelaat om werk in Bounywerheid te verrig nie en mag geen werkgewer en geen werkende werkgewer sodanige werk onderneem of verrig nie—

(1) gedurende die tydperk (hieronder die "vakansietydperk" genoem) wat 'n aanvang sal neem op die Vrydag onmiddellik voor 16 Desember, of op sodanige dag as wat die Raad mag bepaal, dog nie later as 16 Desember nie;

(2) op enige van die volgende dae (hieronder die "openbare vakansiedae" genoem):

(a) Die openbare feesdae wat in artikel 1 van die Wet op Openbare Feesdae, 1952, voorgeskrif word of wat by proklamasie kragtens artikel 2 van genoemde Wet verklaar is;

(b) die Vrydag wat onmiddellik op Hemelvaartsdag volg.

F. BESOLDIGING

29. MINIMUM LOONSKALE

(1) Behoudens subklousules (2), (3) en (4) en klousules 30 tot en met 32, mag geen loon wat laer is as die volgende deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Kategorie werknemer	
	<i>Per dag</i>
	R
(a) Werknemers wat persele patroleer en eiendom bewaak	17,10
	<i>Per uur</i>
	R
(b) Algemene werkers	1,88
(c) Toerustingbedieners	2,18
(d) Drywer van goederuig waarvan die belaste massa, uitgesonderd die belaste massa van 'n sleepwa of sleepwaens wat aan sodanige voertuig gekoppel is of daardeur getrek word—	
(i) tot en met 3 500 kg is	1,98
(ii) meer as 3 500 kg en tot en met 9 000 kg is	2,18
(iii) meer as 9 000 kg is	2,77
(e) Kwekeling-ambagseselle wat diens doen ooreenkomstig kwekelingskontrakte wat ingevolge klousule 12 (3) geregistreer is en wat geslaag het in die volgende modules van 'n erkende modulêre opleidingskema gebaseer op vaardigheid:	
(i) Minder as 33 persent	2,25
(ii) 33 persent of meer maar minder as 66 persent	3,22
(iii) 66 persent of meer	4,19
(f) Ambagseselle:	
(i) Klas 4	2,25
(ii) Klas 3	3,22
(iii) Klas 2	4,19
(iv) Klas 1	4,84

Category of employee	Per day R
(g) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices and trainees	6,45
(h) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first year apprentices.
(i) Learners serving under contracts of learnership registered in terms of clause 11 (4) of the Former Agreement:	
(i) First year	2,05
(ii) Second year	2,25
(iii) Third year	3,22
(iv) Fourth year	4,19
(j) Deemed learners employed in terms of clause 11 (5) of the Former Agreement:	
(i) Third year	3,22
(ii) Fourth year	4,19

(2) The minimum wage rate prescribed in subclause (1) for any employee, other than a person who is registered as a craftsman in accordance with the provisions of clause 13 (7), shall be increased by 5 per cent if such employees has been issued with a National Technical Certificate, Part II (N2); Provided that the wage rate so calculated shall be rounded up or down to the nearest cent per hour.

(3) Any employee for whom wages are prescribed in clause 29 (1) (e), (f) and (g), who is unable to find employment at the minimum rate of pay prescribed in subclause (1) for the category of employee in which he is registered in terms of clause 12 or 13, shall be entitled on application to receive a licence of exemption to permit him to seek employment and to be paid not less than the minimum rate of pay for a lower category of employee.

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

30. INCLEMENT WEATHER ALLOWANCE

(1) In addition to the wages prescribed for employees in clause 29 (1), and employer shall pay to an employee, other than an apprentice, trainee or employee for whom wages are prescribed in clause 29 (1) (a) and (h), the inclement weather allowance prescribed hereunder in order to compensate him for any time which may be lost if his employment is suspended in accordance with the provisions of clause 20 (1) because of inclement weather:

Category of employee	Cents per hour
(a) Employees for whom wages are prescribed in clause 29 (1) (b), (c), (d) (i) and (ii) and (i) (i) and (ii)	2
(b) Employees for whom wages are prescribed in clause 29 (1) (d) (iii), (e) (i) and (ii), (f) (i) and (ii), (i) (iii) and (iv) and (j)	3
(c) Employees for whom wages are prescribed in clause 29 (1) (e) (iii), (f) (iii) and (iv) and (g)	5

(2) The inclement weather allowance payable in terms of this clause shall only be paid in respect of time worked by an employee during the ordinary hours of work prescribed in clause 23.

(3) For the purposes of this clause, the expression "inclement weather" means inclement weather as defined in clause 20 (3) (b).

Kategorie werknemer	Per dag R
(g) Vakmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	6,45
(h) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.
(i) Leerlinge wat diens doen ooreenkomstig leerlingkontrakte wat ingevolge klousule 11 (4) van die Vorige Ooreenkoms geregistreer is:	
(i) Eerste jaar	2,05
(ii) Tweede jaar	2,25
(iii) Derde jaar	3,22
(iv) Vierde jaar	4,19
(j) Erkende leerlinge in diens ingevolge klousule 11 (5) van die Vorige Ooreenkoms:	
(i) Derde jaar	3,22
(ii) Vierde jaar	4,19

(2) Die minimum loonskaal in subklousule (1) voorgeskryf vir 'n werknemer, uitgesonderd iemand wat ooreenkomstig klousule 13 (7) as 'n vakman geregistreer is, moet met 5 persent verhoog word indien 'n Nasionale Tegnieke Sertifikaat, Deel II (N2), aan sodanige werknemer uitgereik is: Met dien verstande dat die loonskaal wat aldus bereken is tot die naaste sent per uur afgerond moet word.

(3) 'n Werknemer vir wie lone in klousule 29 (1) (e), (f) en (g) voorgeskryf word en wat nie werk kan vind teen die minimum loonskaal in subklousule (1) voorgeskryf vir die kategorie werknemer waarin hy ingevolge klousule 12 of 13 geregistreer is nie, kan op aansoek 'n vrystellingsertifikaat verkry wat hom toelaat om werk te soek en om minstens die minimum loon vir 'n laer kategorie werknemer betaal te word.

(4) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en 'n werknemer wat op genoemde datum besoldiging ontvang wat hoër is as dié wat vir sy kategorie werknemer voorgeskryf word, moet sodanige hoër loon bly ontvang terwyl hy in dieselfde kategorie werknemer by dieselfde werkgever in diens is.

30. TOELAE VIR GURE WEER

(1) Benewens die lone vir werknemers in klousule 29 (1) voorgeskryf, moet 'n werkgever aan 'n werknemer, uitgesonderd 'n vakleerling, kwekeling of werknemer vir wie lone in klousule 29 (1) (a) en (h) voorgeskryf word, die toelae vir gure weer betaal wat hieronder voorgeskryf word, ten einde te vergoed vir die tyd wat verloor word as sy diens ooreenkomstig klousule 20 (1) weens gure weer opgeskort word:

Kategorie werknemer	Sent per uur
(a) Werknemers vir wie lone in klousule 29 (1) (b), (c), (d) (i) en (ii) en (i) (i) en (ii) voorgeskryf word	2
(b) Werknemers vir wie lone in klousule 29 (1) (d) (iii), (e) (i) en (ii), (f) (i) en (ii), (i) (iii) en (iv) en (j) voorgeskryf word	3
(c) Werknemers vir wie lone in klousule 29 (1) (e) (iii), (f) (iii) en (iv) en (g) voorgeskryf word	5

(2) Die toelae vir gure weer ingevolge hierdie klousule betaalbaar, moet betaal word slegs vir die tyd wat die werknemer gedurende die gewone werkure in klousule 23 voorgeskryf, gewerk het.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking "gure weer" gure weer soos in klousule 20 (3) (b) omskryf.

31. WAGE RATES TO BE PAID TO UNREGISTERED PERSONS PERFORMING SKILLED WORK

(1) 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.

(2) For the purposes of subclause (1) and notwithstanding anything to the contrary in this Agreement, any person, other than an apprentice, a trainee, an employee for whom wages are prescribed in clause 29 (1) (h), a foreman, a general foreman or a working employer, who performs skilled work in the Industry and who is not registered with the Council in terms of the provisions of clause 12 or 13, or who is registered as a tradesman, Class 4, but who performs skilled work other than the specific operations prescribed for such category of employee, shall be deemed to be a person for whom wages are prescribed in clause 29 (1) (f) (ii).

32. PAYMENT FOR OVERTIME

Any employee who is required or permitted to work any time outside the hours prescribed in clause 23 shall be paid—

- (1) his hourly wage in respect of overtime up to one hour worked daily between Monday and Friday inclusive;
- (2) one and a half times his hourly wage in respect of each hour or part of an hour worked—
 - (a) in excess of one hour overtime daily between Monday and Friday, inclusive;
 - (b) on Saturday prior to 16h30;
- (3) double his hourly wage in respect of each hour or part of an hour worked—
 - (a) on Saturday after 16h30;
 - (b) on Sunday and until 07h00 on Monday;
 - (c) on the public holidays prescribed in clause 28 (2);
 irrespective of whether or not the said days fall within or outside the holiday period prescribed in clause 28 (1);
- (4) one and two third times his hourly wage in respect of each hour or part of an hour worked during the holiday period prescribed in clause 28 (1) on days other than Saturdays, Sundays and public holidays prescribed in clause 28 (2).

33. ISSUE OF STAMPS TO EMPLOYEES

(1) *Issue of stamps to be compulsory.*—(a) It shall be compulsory for an employer to issue a stamp each week, in the manner prescribed in clause 35, to an apprentice, a trainee, an employee for whom wages are prescribed in clauses 29 (1) of Part I of the Agreement and 57 (1) of Part II of the Agreement and a foreman or a general foreman to whom the provisions of clause 34 (1) are applicable, who works for such employer for 24 hours or more in each week.

(b) No employer or employee may enter into any agreement or service contract, express or implied, to permit of the payment to that employee of cash in lieu of the issuing of a stamp or to provide for the benefits referred to in clauses 42 and/or 43 and/or 44 and/or 45 to be made in any manner other than through the issuing of a stamp or, in any other manner whatsoever, to omit issuing a stamp either with or without providing any other alternative form of compensation, and any such agreement or service contract, whether entered into before or after the coming into operation of this Agreement, shall be void.

(2) *Issue of higher value stamps to employees.*—(a) Notwithstanding the provisions of clause 35 and subject to the provisions of paragraphs (b) and (c), an employer may elect to issue to an employee a stamp of a higher category than the stamp category prescribed for that employee in clause 35 (6).

(b) Where, in terms of the provisions of paragraph (a), an employer has elected to issue to an employee a stamp of a higher category than the stamp category prescribed for that employee, such employer shall comply with the provisions of clause 35 as if such higher category stamp was the stamp category prescribed for such employee.

(c) Where an employee has regularly received from his employer a stamp of a higher category than the stamp category prescribed for him, such higher category stamp shall be deemed to be the stamp category prescribed for such employee whilst he continues to be employed by such employer.

31. LOONSKALE WAT BETAAL MOET WORD AAN ONGERE-GISTREERDE PERSONE WAT GESKOOLED WERK VERRIG

(1) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, moet geen bepaling wat die indiensneming van 'n persoon verbied, geag word 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.

(2) Vir die toepassing van subklousule (1) en ondanks andersluidende bepalings in hierdie Ooreenkoms, moet iemand, uitgesonderd 'n vakleerling, kwekeling, werknemer vir wie lone in klousule 29 (1) (h) voorgeskryf word, 'n voorman, algemene voorman of 'n werkende werkgever, wat geskoolde werk in die Nywerheid verrig en wat nie ingevolge klousule 12 of 13 by die Raad geregistreer is nie, of wat as ambagsgesel klas 4 geregistreer is maar wat ander geskoolde werk verrig as die spesifieke werksaamhede wat vir sodanige kategorie werknemer voorgeskryf word, geag word iemand te wees vir wie lone in klousule 29 (1) (f) (ii) voorgeskryf word.

32. BETALING VIR OORTYDWERK

'n Werknemer van wie vereis word of wat toegelaat word om te eniger tyd te werk buite die ure in klousule 23 voorgeskryf, moet soos volg betaal word:

- (1) Sy uurloon ten opsigte van oortyd tot een uur daaglikse gewerk van Maandag tot en met Vrydag;
- (2) een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—
 - (a) langer as een uur oortyd daaglikse van Maandag tot en met Vrydag;
 - (b) op Saterdag voor 16h30;
- (3) dubbel sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—
 - (a) op Saterdag na 16h30;
 - (b) op Sondag en tot 07h00 op Maandag;
 - (c) op die openbare vakansiedae in klousule 28 (2) voorgeskryf; ongeag of die genoemde dae binne of buite die verloftydperk val wat in klousule 28 (1) voorgeskryf word;
- (4) een en twee derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk gedurende die vakansietydperk in klousule 28 (1) bedoel op ander dae as Saterdag, Sondag en openbare vakansiedae in klousule 28 (2) voorgeskryf.

33. UITREIKING VAN SEËLS AAN WERKNEMERS

(1) *Die uitreiking van seëls is verpligtend.*—(a) 'n Werkgever moet elke week 'n seël uitreik, op die wyse in klousule 35 voorgeskryf, aan 'n vakleerling, kwekeling en werknemer vir wie lone in klousule 29 (1) van Deel I van die Ooreenkoms en klousule 57 (1) van Deel II van die Ooreenkoms voorgeskryf word en aan voormanne of algemene voormanne op wie klousule 34 (1) van toepassing is, wat 24 uur of langer in 'n bepaalde week vir sodanige werkgever werk.

(b) Geen werkgever of werknemer mag, uitdruklik of stilswyend, 'n ooreenkoms of dienskontrak aangaan wat toelaat dat 'n werknemer in kontant betaal word in plaas daarvan dat 'n seël aan hom uitgereik word of wat daarvoor voorsiening maak dat die bystand in klousules 42 en/of 43 en/of 44 en/of 45 bedoel op 'n ander wyse geskied as deur die uitreiking van 'n seël nie, of dat daar op watter wyse ook al versuim word om 'n seël uit te reik, hetsy daar vir 'n ander vorm van vergoeding voorsiening gemaak word of nie, en alle sodanige ooreenkomste of dienskontrakte of hulle nou ook voor of ná die inwerkingtreding van hierdie Ooreenkoms aangegaan is, is ongeldig.

(2) *Uitreiking van seëls van hoër waarde aan werknemers.*—(a) Ondanks klousule 35 en behoudens paragrawe (b) en (c) kan 'n werkgever verkies om aan 'n werknemer 'n seël van 'n hoër kategorie uit te reik as die kategorie seël wat vir dié werknemer in klousule 35 (6) voorgeskryf word.

(b) Waar 'n werkgever ingevolge paragraaf (a) verkies het om aan 'n werknemer 'n seël van 'n hoër kategorie uit te reik as die kategorie seël wat vir dié werknemer voorgeskryf word, moet sodanige werkgever voldoen aan klousule 35 asof dié hoër kategorie seël die kategorie seël is wat vir dié werknemer voorgeskryf is.

(c) Waar 'n werkgever gereeld van sy werkgever 'n hoër kategorie seël ontvang het as die kategorie seël wat vir hom voorgeskryf word, moet dié hoër kategorie seël geag word die voorgeskrewe kategorie seël vir dié werknemer te wees solank as wat hy in die werkgever se diens bly.

34. ISSUE OF STAMPS TO FOREMEN, GENERAL FOREMEN AND WORKING EMPLOYERS

(1) *Foremen and general foremen.*—It shall be compulsory for an employer to issue a stamp each week, *mutatis mutandis* in the manner prescribed in clauses 33 and 35, to a foreman or a general foreman who is not a supervisory staff as defined in clause 4:

(2) *Working employers.*—(a) Subject to the provisions of paragraph (c), a working employer shall comply with the provisions of clause 35 and in particular—

- (i) shall purchase a stamp from the Council each week whilst he is operating as a working employer, *mutatis mutandis* in the manner prescribed in clause 35 (1), read with clause 35 (6) and (9); as if he were an employer; and
- (ii) shall issue a stamp to himself each week whilst he is operating as a working employer, *mutatis mutandis* in the manner prescribed in clause 35 (10), read with clause 35 (6), as if he were a craftsman.

(b) Where a working employer regularly performs skilled work for 24 hours or more each week, the provisions of this subclause shall apply in respect of any week during which such working employer performs skilled work for less than 24 hours.

(c) A working employer to whom the provisions of this subclause apply shall be entitled on application to receive a licence of exemption to permit him to omit issuing stamps to himself if he is a member of a medical aid fund and he has made arrangements for the provision of retirement benefits for himself, either through membership of a pension fund or in any other alternative manner, and the contributions payable to such funds or through such other alternative arrangements are equal to or greater than the contributions prescribed for craftsmen in clause 35 (1) (c) and (e), read with clause 35 (6).

35. FRINGE BENEFITS AND STAMPS

(1) Except in respect of an employee who works for an employer for less than 24 hours in any one week and subject to the provisions of subclauses (6), (7) and (17) and clauses 33 (2) and 43 (6) (b), every employer shall pay to the Secretary of the Council each week in respect of each employee referred to in clause 33 (1) (a), the total sum prescribed in item (i) hereunder: Provided that such sum shall be allocated as indicated in the Table below: Provided further that the amounts referred to in subclauses (2) and (5) shall be added to the sum payable in terms of this subclause:

	Stamp category (40-hour week)								
	A	B	C	D	E	F	G	H	I
(a) Holiday pay	R 7,11	R 9,27	R 11,79	R 14,90	R 17,12	R 20,80	R 26,32	R —	R 30,20
(b) Holiday allowance	3,06	3,96	4,95	6,30	6,44	8,90	9,92	—	12,90
(c) Pension Scheme contributions	10,76	14,40	17,76	20,64	26,84	31,00	41,28	41,28	47,52
(d) Benefit Fund contributions	0,36	0,48	0,64	1,20	1,44	1,72	2,00	—	2,52
(e) Medical Aid Fund contributions	—	—	11,24	12,56	13,88	15,20	16,52	16,52	19,36
(f) Contributions to administration expenses	0,72	0,80	0,88	0,96	1,12	1,28	1,44	1,44	1,60
(g) Contributions to National Development Fund	0,15	0,15	0,15	0,15	0,15	0,15	0,15	0,15	—
(h) Special membership levy	0,70	0,70	0,70	0,70	0,70	0,70	0,70	0,70	—
(i) Total sum	22,86	29,76	48,11	57,41	67,69	79,75	98,33	60,09	114,10

34. UITREIKING VAN SEËLS AAN VOORMANNE, ALGEMENE VOORMANNE EN WERKENDE WERKGEWERS

(1) *Voormanne en algemene voormanne.*—Dit is verpligtend vir 'n werkgewer om elke week *mutatis mutandis* op die wyse in klousules 33 en 35 voorgeskryf, 'n seël uit te reik aan 'n voorman of 'n algemene voorman wat nie lid is van 'n toesighoudende personeel soos in klousule 4 voorgeskryf nie.

(2) *Werkende werkgewers.*—(a) 'n Werkende werkgewer moet, behoudens paragraaf (c), voldoen aan klousule 35 en moet veral—

- (i) elke week terwyl hy as 'n werkende werkgewer optree 'n seël van die Raad koop, *mutatis mutandis* op die wyse voorgeskryf in klousule 35 (1), gelees met klousule 35 (6) en (9), asof hy 'n werkgewer was; en
- (ii) elke week aan homself 'n seël uitreik terwyl hy as 'n werkende werkgewer optree, *mutatis mutandis* op die wyse voorgeskryf in klousule 35 (10), gelees met klousule 35 (6), asof hy 'n vakman was.

(b) Waar 'n werkende werkgewer gereeld 24 uur of langer per week geskoolde werk verrig, is hierdie klousule van toepassing ten opsigte van elke week waartydens sodanige werkende werkgewer minder as 24 uur geskoolde werk verrig.

(c) 'n Werkende werkgewer op wie hierdie subklousule van toepassing is, kan op aansoek 'n vrystellingsertifikaat ontvang wat hom toelaat om nie seëls aan homself uit te reik nie indien hy lid is van 'n mediese hulpfonds en hy reëlins getref het vir die voorsiening aan homself van aftreebystand, of deur lidmaatskap van 'n pensioenfonds of op 'n ander alternatiewe wyse, en die bydraes wat aan sodanige fondse of deur sodanige ander alternatiewe reëlins betaalbaar is gelyk is aan of groter is as die bydraes wat in klousule 35 (1) (c) en (e), gelees met klousule 35 (6), vir 'n vakman voorgeskryf is.

35. BYVOORDELE EN SEËLS

(1) Met uitsondering van 'n werknemer wat minder as 24 uur in 'n bepaalde week vir 'n werkgewer werk, en behoudens subklousules (6), (7) en (17) en klousules 33 (2) en 43 (6) (b), moet elke werkgewer elke week die totale bedrag in item (i) hieronder voorgeskryf ten opsigte van elke werknemer in klousule 33 (1) (a) bedoel aan die Sekretaris van die Raad betaal: Met dien verstande dat sodanige bedrag toegewys moet word soos in die Tabel hieronder aangedui: Voorts met dien verstande dat die bedrae in subklousules (2) en (5) bedoel, gevoeg moet word by die bedrag wat ingevolge hierdie subklousule betaalbaar is:

	Seëlkategorie (week van 40 uur)								
	A	B	C	D	E	F	G	H	I
(a) Vakansiebesoldiging	R 7,11	R 9,27	R 11,79	R 14,90	R 17,12	R 20,80	R 26,32	R —	R 30,20
(b) Vakansietoelae	3,06	3,96	4,95	6,30	6,44	8,90	9,92	—	12,90
(c) Bydraes tot Pensioenskema	10,76	14,40	17,76	20,64	26,84	31,00	41,28	41,28	47,52
(d) Bydraes tot Bystandsfonds	0,36	0,48	0,64	1,20	1,44	1,72	2,00	—	2,52
(e) Bydraes tot Mediese Hulpfonds	—	—	11,24	12,56	13,88	15,20	16,52	16,52	19,36
(f) Bydraes tot administrasie-uitgawes	0,72	0,80	0,88	0,96	1,12	1,28	1,44	1,44	1,60
(g) Bydraes tot Nasionale Ontwikkelingsfonds	0,15	0,15	0,15	0,15	0,15	0,15	0,15	0,15	—
(h) Spesiale lidmaatskapheffing	0,70	0,70	0,70	0,70	0,70	0,70	0,70	0,70	—
(i) Totale som	22,86	29,76	48,11	57,41	67,69	79,75	98,33	60,09	114,10

(2) Every employer shall pay to the Secretary of the Council the amount which he is required to contribute to the Building Industry Training Fund in terms of clause 7 (3) of Government Notice R. 1886 of 31 August 1984.

(3) The amounts paid to the Secretary of the Council in terms of this clause shall be disposed of by him in the manner and for the purpose described in clauses 41 to 49 inclusive.

(4) Except in respect of an employee who works for an employer for less than 24 hours in any one week and subject to the provisions of subclauses (6), (7) and (17) and clause 33 (2), every employer shall deduct weekly from the remuneration due to each employee referred to in clause 33 (1) (a), the amount prescribed in item (d) hereunder: Provided that the amounts referred to in subclauses (5) and (8) shall be added to the sum deductible in terms of this subclause:

	Stamp category (40-hour week)								
	A	B	C	D	E	F	G	H	I
(a) Pension Scheme contributions	R 0,76	R 1,00	R 1,24	R 1,44	R 1,88	R 2,16	R 2,88	—	R 19,00
(b) Medical Aid Fund contributions	—	—	4,48	5,04	5,56	6,08	6,60	—	7,76
(c) Contributions to administration expenses.....	0,36	0,40	0,44	0,48	0,56	0,64	0,72	—	0,80
(d) Total sum.....	1,12	1,40	6,16	6,96	8,00	8,88	10,20	—	27,56

	Seëlkategorie (week van 40 uur)								
	A	B	C	D	E	F	G	H	I
(a) Bydraes tot Pensioenskema.....	R 0,76	R 1,00	R 1,24	R 1,44	R 1,88	R 2,16	R 2,88	—	R 19,00
(b) Bydraes tot Mediese Hulpfondse.....	—	—	4,48	5,04	5,56	6,08	6,60	—	7,76
(c) Bydraes tot administrasieuitgawe.....	0,36	0,40	0,44	0,48	0,56	0,64	0,72	—	0,80
(d) Totale som	1,12	1,40	6,16	6,96	8,00	8,88	10,20	—	27,56

(5) Subject to the provisions of subclause (7), every employer who is a member of the employers' organisation shall, in respect of each employee referred to in clause 33 (1) (a) who is a member of one of the trade unions, deduct from such employee's remuneration the amount payable by such employee as a subscription to the trade union concerned in terms of the constitution of that trade union.

(6) *Stamp categories.*—For the purpose of subclauses (1), (4) and (8), employees and working employers are classified as follows:

Stamp category	Persons referred to in clauses
(a) A	29 (1) (a), (b), (d) (i) and (i) (i) of Part I and 57 (1) (a), (b), (c) and (k) (i) of Part II;
(b) B	29 (1) (c), (d) (ii), (e) (i) and (f) (i) of Part I and 57 (e) (i) and (ii) and (g) (i) of Part II;
(c) C	1 (2) (b) [apprentices and trainees, first and second year] and 29 (1) (d) (iii), (h) and (i) (ii) of Part I and 50 (2) (b) [apprentices and trainees, first and second year] and 57 (1) (d), (j) and (k) (ii) of Part II;
(d) D	1 (2) (b) [apprentices and trainees, third year] and 29 (1) (e) (ii), (f) (ii), (i) (iii) and (j) (i) of Part I and 50 (2) (b) [apprentices and trainees, third year] and 57 (1) (f), (g) (ii), and (k) (iii) of Part II;
(e) E	29 (1) (e) (iii), (f) (iii), (i) (iv) and (j) (ii) of Part I and 57 (1) (g) (iii) and (k) (iv) of Part II;
(f) F	29 (1) (f) (iv) of Part I and 57 (1) (h) of Part II;
(g) G	29 (1) (g) of Part I and 57 (1) (i) of Part II;
(h) H	1 (2) (f) of Part I and 50 (2) (f) of Part II;
(i) I	1 (2) (d) of Part I and 50 (2) (d) of Part II.

(7) Subject to the provisions of clause 43 (6) (b), no payment as referred to in subclause (1) or deduction as referred to in subclauses (4) and (5) shall be made in respect of an employee who—

- (a) works for less than 24 hours for an employer in any one week;

(2) Elke werkgever moet die bedrag wat hy ingevolge kousule 7 (3) van Goewermenskennisgewing R. 1886 van 31 Augustus 1984 tot die Opleidingsfonds van die Bounywerheid moet bydra, aan die Sekretaris van die Raad betaal.

(3) Die bedrae wat ingevolge hierdie kousule aan die Sekretaris van die Raad betaal word, moet deur hom aangewend word op die wyse en vir die doeleindes soos in kousules 41 tot en met 49 beskryf word.

(4) Met uitsondering van 'n werknemer wat minder as 24 uur in 'n bepaalde week vir 'n werkgever werk, en behoudens subkousules (6), (7) en (17) en kousule 33 (2), moet elke werkgever elke week van die besoldiging wat verskuldig is aan elke werknemer in kousule 33 (1) (a) bedoel, die bedrag aftrek soos in item (d) hieronder voorgeskryf: Met dien verstande dat die bedrae in subkousules (5) en (8) bedoel, gevoeg moet word by die bedrag wat ingevolge hierdie subkousule afgetrek moet word:

(5) Behoudens subkousule (7), moet elke werkgever wat lid van die werkgewersorganisasie is, ten opsigte van elkeen van sy werknemers in kousule 33 (1) (a) bedoel wat lid van een van die vakverenigings is, van die besoldiging van sodanige werknemer die bedrag aftrek wat ingevolge die konstitusie van die betrokke vakvereniging deur sodanige werknemer as ledegeld aan daardie vakvereniging betaalbaar is.

(5) *Seëlkategorieë.*—Vir die toepassing van subkousules (1), (4) en (8) word werknemers en werkende werkgevers soos volg ingedeel:

Seëlkategorie:	Persone bedoel in kousules:
(a) A	29 (1) (a), (b), (d) (i) en (i) (i) van Deel I en 57 (1) (a), (b), (c) en (k) (i) van Deel II;
(b) B	29 (1) (c), (d) (ii), (e) (i) en (f) (i) van Deel I en 57 (e) (i) en (ii) en (g) (i) van Deel II;
(c) C	1 (2) (b) [vakleerlinge en kwekelinge, eerste en tweede jaar] en 29 (1) (d) (iii), (h) en (i) (ii) van Deel I en 50 (2) (b) [vakleerlinge en kwekelinge, eerste en tweede jaar] en 57 (1) (d), (j) en (k) (ii) van Deel II;
(d) D	1 (2) (b) [vakleerlinge en kwekelinge, derde jaar] en 29 (1) (e) (ii), (f) (ii), (i) (iii) en (j) (i) van Deel I en 50 (2) (b) [vakleerlinge en kwekelinge, derde jaar] en 57 (1) (f), (g) (ii), en (k) (iii) van Deel II;
(e) E	29 (1) (e) (iii), (f) (iii), (i) (iv) en (j) (ii) van Deel I en 57 (1) (g) (iii) en (k) (iv) van Deel II;
(f) F	29 (1) (f) (iv) van Deel I en 57 (1) (h) van Deel II;
(g) G	29 (1) (g) van Deel I en 57 (1) (i) van Deel II;
(h) H	1 (2) (f) van Deel I en 50 (2) (f) van Deel II;
(i) I	1 (2) (d) van Deel I en 50 (2) (d) van Deel II.

(7) Behoudens kousule 43 (6) (b) mag geen betaling soos in subkousule (1) bedoel of aftrekking soos in subkousules (4) en (5) bedoel, geskied ten opsigte van 'n werknemer wat—

- (a) in 'n bepaalde week minder as 24 uur vir 'n werkgever gewerk het nie;

(b) not being under notice, voluntarily terminates his employment otherwise than in accordance with the terms and conditions prescribed in clause 21.

(8) An employer may deduct from the remuneration due to an employee who has worked for 24 hours or more but less than 40 hours in any one week, the amount prescribed in item (f) hereunder in respect of each hour during which the employee was absent from work without the permission of the employer or the employer's duly authorised representative, or without good cause:

(b) nie kennis gegee is nie maar wat vrywilliglik sy diens beëindig op 'n ander wyse as ooreenkomstig klousule 21.

(8) 'n Werkgewer kan die bedrag in item (f) hieronder voorgeskryf ten opsigte van elke uur wat die werknemer van sy werk afwesig was sonder die verlof van sy werkgewer of sy werkgewer se behoorlik gemagtigde verteenwoordiger, of sonder goeie rede, aftrek van die besoldiging verskuldig aan 'n werknemer wat 24 uur of langer maar minder as 40 uur in 'n bepaalde week gewerk het:

	Stamp category (40-hour week)								
	A	B	C	D	E	F	G	H	I
	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour
(a) Holiday pay	17,8	23,2	29,5	37,2	42,8	52,0	65,8	—	75,5
(b) Holiday allowance	7,6	9,9	12,4	15,8	16,1	22,2	24,8	—	32,3
(c) Pension Scheme contributions	25,0	33,5	41,3	48,0	62,4	72,1	96,0	—	71,3
(d) Benefit Fund contributions	0,9	1,2	1,6	3,0	3,6	4,3	5,0	—	6,3
(e) Medical Aid Fund contributions	—	—	16,9	18,8	20,8	22,8	24,8	—	29,0
(f) Total sum	51,3	67,8	101,7	122,8	145,7	173,4	216,4	—	214,4

	Seëlkatgorie (week van 40 uur)								
	A	B	C	D	E	F	G	H	I
	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur
(a) Vakansiebesoldiging	17,8	23,2	29,5	37,2	42,8	52,0	65,8	—	75,5
(b) Vakansietoelae	7,6	9,9	12,4	15,8	16,1	22,2	24,8	—	32,3
(c) Bydraes tot Pensioenskema	25,0	33,5	41,3	48,0	62,4	72,1	96,0	—	71,3
(d) Bydraes tot Bystandsfonds	0,9	1,2	1,6	3,0	3,6	4,3	5,0	—	6,3
(e) Bydraes tot Mediese Hulpfonds	—	—	16,9	18,8	20,8	22,8	24,8	—	29,0
(f) Totale som	51,3	67,8	101,7	122,8	145,7	173,4	216,4	—	214,4

(9) *Purchase of stamps.*—(a) In respect of all amounts paid to him in terms of subclause (1), the Secretary of the Council shall issue stamps to the employer making payment.

(b) An adequate reserve of stamps shall at all times be maintained by an employer. Provided that an employer may obtain a refund from the Council of the value of any unused stamps. An application for such refund shall be made not later than the 30th day of June in the year following that in which the stamps were purchased.

(10) *Issue of stamps to employees.*—(a) An employer shall, in respect of the amounts paid by him in terms of subclause (1), on each pay-day issue to each employee concerned a stamp as referred to in subclause (9).

(b) Each stamp shall be legibly cancelled with the name of the employer and the date of issue.

(c) The employee shall affix the stamp to a stamp book to be obtained by him, or by his employer on his behalf, from the Secretary of the Council, and the employee shall retain the stamp book in his possession.

(11) *Receipt of stamps by employees.*—(a) An employee to whom the provisions of this clause apply, shall be obliged to receive a stamp, in the manner prescribed in subclause (10), from his employer on each pay-day.

(b) If, on any pay-day, an employer fails to issue a stamp to an employee in the manner prescribed in subclause (10), such employee shall, within 10 working days after such pay-day, report to an agent that a stamp was not issued to him by his employer.

(12) *Stamp books.*—An application for a stamp book shall be made by an employee, or by his employer on his behalf, by completing a form to be obtained by the employer or his employer from the Council.

(9) *Aankoop van seëls.*—(a) Die Sekretaris van die Raad moet ten opsigte van alle bedrae wat ingevolge subklousule (1) aan hom betaal word, seëls uitreik aan die werkgewer wat die bedrae betaal.

(b) 'n Werkgewer moet te alle tye 'n toereikende voorraad seëls in stand hou: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van alle ongebruikte seëls van die Raad kan verkry. Daar moet voor of op die 30ste dag van Junie in die jaar wat volg op dié waarin die seëls aangekoop is, aansoek om sodanige terugbetaling gedoen word.

(10) *Uitreiking van seëls aan werknemers.*—(a) 'n Werkgewer moet vir die bedrae wat hy kragtens subklousule (1) betaal het op elke betaaldag aan elke betrokke werknemer 'n seël soos in subklousule (9) bedoel, uitreik.

(b) Elke seël moet op 'n leesbare wyse gerojear word met die naam van die werkgewer en die datum van uitreiking.

(c) Die werknemer moet die seël inplak in 'n seëlboek wat hy, of sy werkgewer namens hom, van die Sekretaris van die Raad moet verkry en die werknemer moet die seëlboek in sy besit bewaar.

(11) *Ontvangs van seëls deur werknemers.*—(a) 'n Werknemer op wie hierdie klousule van toepassing is, moet op elke betaaldag 'n seël van sy werkgewer ontvang soos in subklousule (10) voorgeskryf.

(b) Indien 'n werkgewer op 'n betaaldag versuim om aan 'n werknemer 'n seël uit te reik soos in subklousule (10) voorgeskryf, moet dié werknemer binne 10 werkdag na sodanige betaaldag by 'n agent aanmeld dat sy werkgewer nie 'n seël aan hom uitgereik het nie.

(12) *Seëlboeke.*—'n Werknemer, of sy werkgewer namens hom moet om 'n seëlboek aansoek doen deur 'n vorm in te vul wat die werknemer of sy werkgewer van die Raad moet verkry.

(13) *Stamp books and stamps inalienable.*—(a) Stamp books and stamps issued to an employee referred to in clause 33 (1) (a) shall not be transferable nor shall they be sold, ceded, pledged or donated by such employee, irrespective of whether or not any consideration is given to or received by such employee, either in cash or in kind or in any other manner, in respect of such sale, cession, pledge or donation.

(b) Stamps acquired by any person otherwise than in accordance with this clause or clause 33 (2) or 43 (6) (b) may be confiscated by the Council for the benefit of its general funds and/or the funds referred to in clauses 43 and/or 44 and/or 45, as may be determined by the Council.

(14) No stamps shall be issued to an employee referred to in clause 33 (1) (a) except in accordance with this clause or clause 33 (2) or 43 (6) (b), and no such employee shall be entitled to credit or payments in respect of such stamps in excess of the 49 or 50 working weeks falling within any stamp year, as prescribed in clause 27 (1).

(15) *Interest on arrear stamp purchases and issues.*—(a) An employer who fails or omits to purchase and/or issue stamps on the due dates in the manner prescribed in subclauses (1), (9) and (10) hereof, shall pay interest to the Council at the rate of 18 per cent per annum on the value of such stamps, calculated from the date on which they should have been purchased to the date on which they were actually purchased.

(b) Any interest paid by an employer to the Council in accordance with the provisions of this subclause shall accrue to the general funds of the Council.

(16) *Payment of costs in civil proceedings.*—In the event of the Council instituting civil legal proceedings against an employer for failing to pay the amounts prescribed in subclause (1) to the Council on the due dates prescribed therein or for failing or omitting to purchase and/or issue stamps on the due dates in the manner prescribed in subclauses (9) and (10) or for any other reason whatsoever, such employer shall be liable for all legal fees and disbursements incurred by the Council as between attorney and client, including collection charges.

(17) Nothing in this Agreement shall operate to reduce the stamp category which is being issued to an employee on the date on which this Agreement comes into operation, and any employee who, on the said date, is in receipt of a stamp of a higher category than that prescribed for his category of employee in subclause (6), shall continue to receive such higher stamp category whilst employed by the same employer in the same category of employee.

36. FINES AND DEDUCTIONS

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

- (1) Deductions referred to in clauses 21 (5) (b) and (7) (b) and 35 (4), (5) and (8);
- (2) with the written consent of his employee, a deduction for sick benefits, insurance, savings, provident or pension funds not provided for in this Agreement;
- (3) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;
- (4) deductions in respect of subscriptions to the trade unions in terms of clauses 35 (5) and 49 (2) (a);
- (5) where, in terms of any legislation, an employer is required to provide any protective clothing and/or equipment free of charge to an employee and such clothing and/or equipment remains the property of the employer, a deduction in respect of the value of any such protective clothing and/or equipment which has either been lost or maliciously damaged or destroyed by such employee.

37. PAYMENT OF REMUNERATION

(1) Except where otherwise provided in this Agreement, or unless otherwise authorised by the Council, in writing, all remuneration due to an employee in respect of any one pay-week shall be paid in cash weekly not later than the normal finishing time on the Friday following after the end of the pay-week or on termination of employment if this takes place before the ordinary pay-day of the employee: Provided that—

- (i) where, by agreement between the employer and the employee, the ordinary pay-day of the employee is to be a day other than a Friday, the employer shall notify the Council, in writing, of the day of the week on which remuneration will be paid to the employee;
- (ii) when the ordinary pay-day of the employee is a holiday in the Building Industry, payment shall be made on the working day preceding such holiday;

(13) *Seëlboeke en seëls nie vervreembaar nie.*—(a) Seëlboek en seëls uitgereik aan 'n werknemer in klausule 33 (1) (a) bedoel, is nie oordraagbaar nie en mag ook nie deur sodanige werknemer verkoop, gesedeer, verpand of geskenk word nie, ongeag of daar ten opsigte van sodanige verkoop, sessie, verpanding of skenking enige vergoeding, of in kontant of in goedere of op enige ander wyse, aan sodanige werknemer gegee of deur hom ontvang word.

(b) Seëls wat deur enigiemand op 'n ander manier as ooreenkomstig hierdie klausule of klausule 33 (2) of 43 (6) (b) verkry is, kan deur die Raad gekonfiskeer word ten bate van sy algemene fondse en/of die fondse in klausules 43 en/of 44 en/of 45 bedoel, na gelang die Raad bepaal.

(14) Geen seëls mag uitgereik word aan 'n werknemer in klausule 33 (1) (a) bedoel nie, behalwe ooreenkomstig hierdie klausule of klausule 33 (2) of 43 (6) (b), en sodanige werknemer is nie geregtig op krediet of betaling vir meer seëls as die 49 of 50 werkweke wat binne 'n seëljaar val, soos in klausule 27 (1) voorgeskrif nie.

(15) *Rente op agterstallige seëlverkope en -uitgawes.*—(a) 'n Werkgever wat versuim of nalaat om seëls op die vervaldag te koop en/of uit te reik op die wyse in subklausules (1), (9) en (10) hiervan voorgeskrif, moet aan die Raad rente teen 18 persent per jaar op die waarde van sulke seëls betaal, bereken vanaf die datum waarop hulle gekoop moes gewees het tot op die datum waarop hulle werklik gekoop is.

(b) Alle rente wat 'n werkgever ingevolge hierdie subklausule aan die Raad betaal, val aan die algemene fondse van die Raad toe.

(16) *Betaling van koste in siviele gedinge.*—Ingeval die Raad 'n siviele regsgeging instel teen 'n werkgever wat versuim om die bedrae in subklausule (1) voorgeskrif op die vasgestelde datums hierin voorgeskrif aan die Raad te betaal of versuim of nalaat om seëls te koop en/of uit te reik op die bepaalde datums op die wyse in subklausules (9) en (10) voorgeskrif of om watter ander rede ook al, is sodanige werkgever aanspreeklik vir alle regskoste en uitgawes deur die Raad aangegaan soos tussen prokureur en klient, met inbegrip van invorderingskoste.

(17) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die kategorie seëls wat aan 'n werknemer uitgereik word op die datum waarop hierdie Ooreenkoms in werking tree, verlaag word nie, en 'n werknemer wat op genoemde datum 'n kategorie seël ontvang wat hoër is as dié wat in subklausule (6) vir sy kategorie werknemer voorgeskrif word, moet sodanige hoër kategorie seëls bly ontvang terwyl hy in dieselfde kategorie werknemer by dieselfde werkgever in diens is.

36. BOETES EN AFTREKKINGS

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

- (1) Die bedrae in klausules 21 (5) (b) en (7) (b) en 35 (4), (5) en (8) bedoel;
- (2) met die skriftelike toestemming van sy werknemer, bedrae vir siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfondse waarvoor daar in hierdie Ooreenkoms geen voorsiening gemaak word nie;
- (3) die bedrag wat 'n werkgever regtens of ingevolge of kragtens 'n bevel van 'n bevoegde hof moet of mag aftrek;
- (4) bedrae ten opsigte van ledegeld van vakverenigings ingevolge klausules 35 (5) en 49 (2) (a);
- (5) wanneer daar ingevolge enige wetgewing van 'n werkgever vereis word om beskermende klere en/of uitrusting kosteloos aan 'n werknemer te verskaf en sodanige klere en/of uitrusting die eiendom van die werkgever bly, 'n bedrag ten opsigte van die waarde van sodanige beskermende klere en/of uitrusting wat of verloor of deur die werknemer kwaadwilliglik beskadig of vernietig word.

37. BETALING VAN BESOLDIGING

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, of tensy skriftelik anders daartoe deur die Raad gemagtig, moet alle besoldiging wat ten opsigte van 'n betaalweek aan 'n werknemer verskuldig is, wekeliks in kontant betaal word en wel nie later nie as die gewone sluitingstyd op die Vrydag wat volg op die einde van die betaalweek of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind: Met dien verstande dat—

- (i) indien die werkgever en die werknemer ooreenkom dat die werknemer se gewone betaaldag op 'n ander dag as 'n Vrydag moet wees, die werkgever die Raad skriftelik in kennis moet stel van die dag van die week waarop besoldiging aan die werknemer betaal sal word;
- (ii) wanneer die gewone betaaldag van die werknemer 'n vakansiedag in die Bounywerheid is, betaling moet geskied op die werkdag voor sodanige vakansiedag;

(iii) except where an employee is engaged on jobbing work, all remuneration due to an employee shall be paid to him on the site where he is working on the pay-day.

(2) (a) Every employer shall pay wages, remuneration for overtime, allowances and all other remuneration payable to employees, in sealed envelopes.

(b) The following information shall be reflected on the face of the envelope and/or on a separate statement enclosed in the envelope:

- (i) The name and address of the employer;
- (ii) the first names and surname, in full, of the employee;
- (iii) the employee's identity number and/or stamp book number;
- (iv) the date on which the pay-week ended;
- (v) the employee's hourly wage, the additional amount prescribed in clauses 29 (2) of Part I of the Agreement and 57 (2) of Part II of the Agreement, if applicable, and the inclement weather allowance prescribed in clause 30, as separate amounts;
- (vi) the number of ordinary hours worked and the number of overtime hours worked;
- (vii) details of how the gross remuneration has been calculated, what deductions have been made therefrom and the net remuneration contained in the envelope;
- (viii) the category and value of the stamp contained in the envelope.

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

G. SITE ARRANGEMENTS AND AMENITIES

38. NOTICE-BOARD

(1) Subject to the provisions of subclause (3), every employer shall, wherever building operations are being carried out by him, display in a conspicuous place, accessible to the public, a notice-board showing clearly in letters not less than 100 mm in height and on material of a durable nature—

- (a) the trading name under which he is registered with the Council;
- (b) the business address of such employer;
- (c) in the case of an employer who is a member of the employers' organisation, the fact that he is a member thereof.

(2) A notice-board which is to be displayed in accordance with the provisions of this clause shall be displayed on each job site for the full period from the date on which building operations are commenced by an employer on such job site until the date on which such building operations are completed by that employer.

(3) The inclusion of—

- (a) an employer's name on an architect's board which is displayed in a conspicuous place, accessible to the public, on a job site where building operations are being carried out by such employer; or
- (b) where there is more than one employer on a job site where building operations are being carried out and the employer who is operating as the principal or main contractor on such site has complied with the provisions of paragraph (a) or subclause (1), the name of an employer who is sub-contracting to such principal contractor on a list which is maintained by such principal contractor and which is available for inspection by an agent on such site;

shall be deemed to constitute compliance with the provisions of subclause (1): Provided that this subclause shall only apply if any such employer is registered with the Council in accordance with the provisions of clause 16.

(4) This clause shall also apply in respect of jobbing work, irrespective of the duration of each job.

39. LOCK-UPS, AND STORAGE OF TOOLS AND CLOTHES

(1) Except in the case of jobbing work, an employer shall—

- (a) provide a lock-up on every job and at every workshop for locking up tools and clothes belonging to his employees;
- (b) be responsible for keeping lock-ups properly and/or securely locked at all times, except when opened by the employer or his duly appointed agent for the purpose of providing authorised access thereto;

(iii) behalwe waar 'n werknemer stukwerk verrig, alle besoldiging wat aan 'n werknemer verskuldig is aan hom betaal moet word op die terrein waar hy op die betaaldag werksaam is.

(2) (a) Elke werkgever moet die lone, besoldiging vir oortydwerk, toeslae en alle ander besoldiging wat aan 'n werknemer verskuldig is, in 'n verseelde koevert betaal.

(b) Die volgende inligting moet weergegee word op die voorkant van die koevert en/of op 'n afsonderlike staat daarin ingesluit:

- (i) Die naam en adres van die werkgever;
- (ii) die voorname en van voluit van die werknemer;
- (iii) die identiteitsnommer en/of seëlboeknommer van die werknemer;
- (iv) die datum waarop die betaalweek geëindig het;
- (v) die werknemer se uurloon, die addisionele bedrag in klausule 29 (2) van Deel I van die Ooreenkoms en klausule 57 (2) van Deel II van die Ooreenkoms, voorgeskryf, indien van toepassing, en die toeslae vir gure weer in klausule 30 voorgeskryf, as afsonderlike bedrae;
- (vi) die aantal gewone ure gewerk en die aantal oortydure gewerk;
- (vii) besonderhede van hoe die bruto besoldiging bereken is, watter bedrae daarvan afgetrek is en wat die netto besoldiging is wat die koevert bevat;
- (viii) die kategorie en waarde van die seël in die koevert ingesluit.

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

G. TERREINREËLINGS EN -GERIEWE

38. KENNISGEWINGBORD

(1) Wanneer hy bouwerk verrig, moet elke werkgever behoudens subklausule (3) 'n kennisgewingbord vertoon in 'n opvallende plek wat vir die publiek toeganklik is, en ondergenoemde inligting in letters minstens 100 mm hoog en op materiaal van duursame aard, moet duidelik op sodanige bord voorkom—

- (a) die handelsnaam waaronder hy by die Raad geregistreer is;
- (b) die besigheidsadres van sodanige werkgever;
- (c) in die geval van 'n werkgever wat lid is van die werkgewersorganisasie, die feit dat hy lid daarvan is.

(2) 'n Kennisgewingbord wat ooreenkomstig hierdie klausule vertoon moet word, moet op elke werkplek vertoon word vir die volle tydperk vanaf die datum waarop die werkgever met die bouwerk op sodanige werkplek begin tot die datum waarop daardie werkgever sodanige bouwerk voltooi het.

(3) Die insluiting van—

- (a) 'n werkgever se naam op 'n argitek se bord wat vertoon word op 'n opvallende plek wat vir die publiek toeganklik is op 'n werkplek waar sodanige werkgever bouwerk verrig; of
- (b) waar daar meer as een werkgever op 'n werkplek is waar bouwerk saamhede aan die gang is en die werkgever wat as die hoof- of belangrikste kontrakteur op sodanige werkplek optree, voldoen het aan paragraaf (a) of subklausule (1), die naam van die werkgever wat as subkontrakteur vir sodanige hoofkontrakteur optree, op 'n lys wat gehou word deur sodanige hoofkontrakteur en wat beskikbaar is vir inspeksie deur 'n agent op sodanige terrein;

moet beskou word as nakoming van subklausule (1): Met dien verstande dat hierdie subklausule slegs van toepassing is indien sodanige werkgever ooreenkomstig klausule 16 by die Raad geregistreer is.

(4) Hierdie klausule is ook van toepassing met betrekking tot stukwerk, ongeag hoe lank elke werk duur.

39. TOESLUITPLEKKE EN BEWARING VAN GEREEDSKAP EN KLERE

(1) 'n Werkgever (behalwe in die geval van stukwerk)—

- (a) moet op elke werkplek en by elke werkwinkel 'n toesluitplek verskaf waarin die gereedskap en klere van sy werknemers toegesluit kan word;
- (b) is aanspreeklik daarvoor dat toesluitplekke altyd behoorlik en/of veilig toegesluit gehou word behalwe wanneer die werkgever of sy behoorlik aangestelde agent dit oopmaak ten einde gemagtigde toegang daartoe te verleen;

- (c) be responsible for any loss of or damage to tools or clothes belonging to an employee and which are stored in sheds, lock-ups or workshops, where such loss or damage is caused by fire, and such tools and clothes shall be insured by an employer against such loss or damage: Provided that the total liability of an employer shall not exceed R500 in respect of tools or clothes belonging to any one employee.

(2) If an employer—

- (a) fails to provide or maintain a lock-up in terms of subclause (1); or
(b) fails to insure the tools or clothes of an employee against loss and/or damage by fire in terms of subclause (1) (c);

such employer shall, if an employee loses his tools or clothes as a result of such act or omission, be responsible for the loss of such tools or clothes.

(3) If an employer is responsible for the loss of an employee's tools or clothes as the result of the acts or omissions described in subclause (2), the Council shall have the right to purchase such tools or clothes on behalf of such employee, and to recover the cost thereof from such employer.

(4) The provisions of subclause (2) in relation to the loss of tools—other than the loss or damage of tools by fire—shall not apply in respect of an employee unless such tools are stored in a tool box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools: Provided that—

- (a) the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature, shall be deemed to be in compliance with the requirements of this clause; and
(b) in the event of such tools as are referred to in paragraph (a) above being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of subclause (2).

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

(6) The decision of the Council under the provisions of this clause shall be final in any respect whatsoever and particularly regarding the amount of any compensation to be paid by an employer to an employee or to the Council in accordance with the provisions of subclause (3), for tools lost by fire or any other cause.

H. FUNDS AND CONTROL THEREOF

40. ADMINISTRATION AND CONTROL OF FUNDS

In respect of the financial control and/or dissolution or winding-up of the Funds referred to in clauses 42, 43 and 44, the following conditions shall *mutatis mutandis* apply in respect of each Fund:

(1) All moneys accruing to such Funds shall be deposited in a banking account opened in the name of the relevant Fund and all moneys received shall be deposited therein within three days of the date of receipt.

(2) (a) Any amounts held by the Council to the credit of a Fund shall be invested from time to time in—

- (i) the manner prescribed in section 21 (3) of the Act; or
(ii) any other manner approved by the Registrar.

(b) If at any time the amount to the credit of the Benefit Fund or Medical Aid Fund drops below R200 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Benefit Fund or Medical Aid Fund exceeds R400 000. Upon payment of benefits being resumed, claims shall be met in the order in which they were received.

(3) Any interest accruing from investments shall be the sole property of the relevant Fund, and no employer or employee shall have any claim in respect of such interest, nor shall they be liable for any contribution towards the expenses of administering the Funds.

(4) The Council shall cause a full and true account of each of the Funds to be kept and shall cause to be prepared an annual account for the period ending 31 December of each year of all the revenue and expenditure of the Funds and a statement showing their assets and liabilities. Every such account and statement shall be certified by the auditors of the Council who shall be public accountants, and shall be countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Industrial Registrar together with any report made thereon by the said auditors. A copy of each annual account and balance sheet shall be available for inspection by members of the Funds.

- (c) is aanspreeklik vir verlies of beskadiging van gereedskap of kleren wat aan 'n werknemer behoort en wat in skure, toesluitplekke of werkwinkels bewaar word, as sodanige verlies of beskadiging deur brand veroorsaak word, en die werkgewer moet sodanige gereedskap en kleren verseker teen sodanige verlies of beskadiging: Met dien verstande dat die totale aanspreeklikheid van 'n werkgewer hoogstens R500 ten opsigte van die gereedskap of kleren van 'n bepaalde werknemer mag beloop.

(2) As 'n werkgewer—

- (a) versuim om 'n toesluitplek ingevolge subklousule (1) te verskaf of in stand te hou; of
(b) versuim om die gereedskap of kleren van 'n werknemer ingevolge subklousule (1) (c) teen verlies en/of beskadiging weens brand te verseker;

is sodanige werkgewer aanspreeklik vir die verlies van sodanige gereedskap of kleren indien 'n werknemer dit as gevolg van sodanige optrede of versuim verloor.

(3) As 'n werkgewer aanspreeklik is vir die verlies van 'n werknemer se gereedskap of kleren as gevolg van die optrede of versuim soos in subklousule (2) gemeld, het die Raad die reg om sodanige gereedskap of kleren namens die werknemer te koop en om die koste daarvan op die werkgewer te verhaal.

(4) Subklousule (2) in verband met die verlies van gereedskap—uitgesonderd verlies of beskadiging weens brand—is nie ten opsigte van 'n werknemer van toepassing nie tensy sodanige gereedskap weggepak is in 'n gereedskapkis wat stewig toegesluit kan word en wat te alle tye behoorlik toegesluit gehou word behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat—

- (a) 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 eienskappe, geag word in ooreenstemming te wees met die vereistes van hierdie klousule; en
(b) ingeval die gereedskap in paragraaf (a) hierbo bedoel, verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy sodanige gereedskap nie in 'n kis geplaas en toegesluit het nie, sy regte en voorregte kragtens subklousule (2) ontse word nie.
(5) Behoudens die voorafgaande bepalings, is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapkis te plaas en sodanige gereedskapkis behoorlik toegesluit te hou.
(6) Die beslissing van die Raad ooreenkomstig hierdie klousule is finaal in alle opsigte en veral ten opsigte van die bedrag wat 'n werkgewer aan 'n werknemer of ooreenkomstig subklousule (3) aan die Raad as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is.

H. FONDSE EN DIE BEHEER DAAROP

40. ADMINISTRASIE VAN EN BEHEER OOR FONDSE

Wat die finansiële beheer oor en/of die ontbinding of likwidasie van die Fondse betref soos in klousules 42, 43 en 44 bedoel, is onderstaande voorwaardes *mutatis mutandis* op elke Fonds van toepassing:

(1) Alle geld wat aan sodanige Fondse toeval, moet gedeponeer word in 'n bankrekening wat op naam van die betrokke Fonds geopen is, en alle geld wat ontvang word, moet binne drie dae vanaf die datum van ontvangs daarin gedeponeer word.

(2) (a) Bedrae waarmee 'n Fonds gekrediteer is en wat in die besit van die Raad is, moet van tyd tot tyd belê word—

- (i) op die wyse in artikel 21 (3) van die Wet voorgeskryf; of
(ii) op 'n ander manier wat die Registrateur goedkeur.

(b) Indien die bedrag in die krediet van die Bystandsfonds of die Mediese Hulpfonds te eniger tyd tot minder as R200 000 daal, moet die betaling van bystand gestaak word en mag dit nie hervat word nie voordat die bedrag in die krediet van die Bystandsfonds of die Mediese Hulpfonds meer as R400 000 beloop. Wanneer die betaling van bystand hervat word, moet eise afgehandel word in die volgorde waarin hulle ontvang is.

(3) Alle rente wat uit beleggings verkry word, is uitsluitlik die eiendom van die betrokke Fonds, en 'n werkgewer of 'n werknemer het geen aanspraak op sodanige rente nie en is ook nie aanspreeklik vir bydraes tot die administrasiekoste van die Fondse nie.

(4) Die Raad moet 'n volledige en juiste rekening van elkeen van die Fondse laat hou en moet 'n jaarrekening van al die inkomste en uitgawes van die Fondse en 'n staat wat die bates en laste daarvan toon vir die tydperk wat op 31 Desember elke jaar eindig, laat opstel. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeurs van die Raad, wat openbare rekenmeesters moet wees, moet deur die Voorsitter van die Raad medeonderteken word en moet binne drie maande na verstryking van die tydperk waarop dit betrekking het, saam met die verslag wat genoemde ouditeurs daarvoor gelewer het, aan die Nywerheidsregistrateur gestuur word. 'n Kopie van elke jaarrekening en balansstaat moet beskikbaar wees vir insae deur die lede van die Fondse.

(5) (a) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Holiday Fund shall continue to be administered by the Council until it is either liquidated, in the manner set forth in subclause (7) (a) of this clause, or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created.

(b) In the event of the expiration of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Benefit Fund and Medical Aid Fund not being negotiated within a period of 12 months from the date of such expiration or the Funds not being transferred by the Council within such period to any other funds constituted for the same purpose as that for which the original Funds were created, the Funds shall be liquidated, in the manner set forth in subclause (7) (b) of this clause, by the Management Committee in office at the time. The Funds shall during the said period 12 months or until such time as they are transferred to any other fund referred to above, be administered by the Management Committee in office at the time.

(6) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides to administer the Holiday Fund while the Benefit Fund and Medical Aid Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on any committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on that committee. In the event of any such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee or trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence, the Funds shall be liquidated upon the expiration of this Agreement by the committee functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (7) of this clause, and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(7) (a) Upon liquidation of the Holiday Fund in terms of subclauses 5 (a) and (6) of this clause, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(b) Upon liquidation of the Benefit Fund and Medical Aid Fund in terms of subclauses (5) (b) and (6) of this clause, the provisions of clause 12 (ii), (iii) and (iv) of the Council's Constitution shall *mutatis mutandis* apply.

41. ADMINISTRATION EXPENSES

The amounts paid by employers in terms of clause 35 (1) (f) shall accrue to the general funds of the Council.

42. BUILDING INDUSTRY HOLIDAY FUND, PORT NATAL

(1) *Continuation*—The operation of the Fund established under Government Notice R. 119 of 21 January 1983, and formerly known as the "Building Industry Holiday Fund, Natal", is hereby continued and shall hereafter be known as the "Building Industry Holiday Fund, Port Natal" (hereinafter referred to as the "Holiday Fund" or the "Fund").

(2) *Contributions*.—Subject to the provisions of clause 40, the amounts paid by employers in terms of clause 35 (1) (a) and (b) and by the Benefit Fund in terms of clause 43 (6) (b) shall be paid by the Council into the Holiday Fund, and shall be applied for the purpose and in the manner hereinafter set out.

(3) *Administration of the Holiday Fund*.—(a) The Holiday Fund shall be administered by the Council.

(b) Any interest accruing from investments of the Fund shall be paid to the Council as recompense for the administration of the Fund.

(4) *Assessment and payment of holiday pay*.—(a) As early as possible after the last pay-week in October of each year, and not later than such date or dates as may be decided by the Council, every employee referred to in clause 33 (1) (a), or his employer on his behalf, shall deposit with the Secretary of the Council the stamp book obtained by him in terms of clause 35 (12).

(5) (a) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, moet die Raad voortgaan om die Vakansiefonds te administreer totdat dit of gelikwider is soos in subklousule (7) van hierdie klousule voorgeskryf of deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds gestig is.

(b) Ingeval hierdie Ooreenkoms of 'n verlenging daarvan verstryk en 'n daaropvolgende ooreenkoms vir die voortsetting van die Bystandsfonds en die Mediese Hulpfonds nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie of die Fondse nie binne sodanige tydperk deur die Raad oorgedra word na ander fondse wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fondse gestig is nie, moet die Fondse deur die Bestuurskomitee wat dan bestaan, gelikwider word soos in subklousule (7) (b) van hierdie klousule voorgeskryf. Die Fondse moet gedurende genoemde tydperk van 12 maande of totdat hulle oorgedra word na 'n ander fonds soos hierbo bedoel, geadministreer word deur die Bestuurskomitee wat dan bestaan.

(6) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Nywerheidsregistrator 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging van beide kante om die Vakansiefonds te administreer, terwyl die Bystandsfonds en die Mediese Hulpfonds nog geadministreer moet word deur die Bestuurskomitee wat dan bestaan. 'n Vakature in 'n komitee kan uit die geledere van die werkgewers of die werknemers, na gelang van die geval, deur die Registratuur op so 'n manier gevul word dat gelyke verteenwoordiging van die werkgewers en die werknemers in daardie komitee verseker word. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fondse na die mening van die Registrator ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die komitee. Indien daar geen Raad meer bestaan nie, moet die Fondse by die verstryking van hierdie Ooreenkoms deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwider word soos in subklousule (7) van hierdie klousule voorgeskryf, en as die sake van die Raad by die verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van die Fondse ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak het.

(7) (a) By likwidasië van die Vakansiefonds ooreenkomstig subklousules (5) (a) en (6) van hierdie klousule, moet die geld wat nog in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.

(b) By die likwidasië van die Bystandsfonds en die Mediese Hulpfonds ooreenkomstig subklousules (5) (b) en (6) van hierdie klousule, is klousule 12 (ii), (iii) en (iv) van die konstitusie van die Raad *mutatis mutandis* van toepassing.

41. ADMINISTRASIE-UITGAWES

Die bedrae wat die werkgewers ingevolge klousule 35 (1) (f) betaal, moet aan die algemene fondse van die Raad toeval.

42. VAKANSIEFONDS VAN DIE BOUNYWERHEID, PORT NATAL

(1) *Voortsetting*—Die Fonds wat by Goewermenskennisgewing R. 119 van 21 Januarie 1983 ingestel is en wat voorheen bekend gestaan het as die "Vakansiefonds van die Bounywerheid, Natal", word hierby voortgesit en staan hierna bekend as die "Vakansiefonds van die Bounywerheid, Port Natal" (hierna die "Vakansiefonds" of die "Fonds" genoem).

(2) *Bydraes*.—Die bedrae wat die werkgewers ingevolge klousule 35 (1) (a) en (b) en wat die Bystandsfonds ingevolge klousule 43 (6) (b) betaal, moet, behoudens klousule 40, deur die Raad in die Vakansiefonds gestort word en moet aangewend word vir die doel en op die wyse hieronder bepaal.

(3) *Administrasie van die Vakansiefonds*.—(a) Die Vakansiefonds moet deur die Raad geadministreer word.

(b) Die rente wat uit beleggings van die Fonds verkry word, moet as vergoeding vir die administrasie van die Fonds aan die Raad betaal word.

(4) *Bepaling en betaling van vakansiebesoldiging*.—(a) Elke werknemer in klousule 33 (1) (a) bedoel, of sy werkgewer namens hom, moet so gou moontlik na die laaste betaalweek in Oktober elke jaar, en voor of op sodanige datum of datums as wat deur die Raad besluit word, die seëlboek wat hy ingevolge klousule 35 (12) verkry het, by die Sekretaris van die Raad indien.

(b) The Council shall ascertain the amount due to the employee, as reflected by the holiday pay and holiday allowance value of the stamps affixed to his stamp book, and shall pay such amount to the employee, on such date or dates as may be decided by the Council: Provided that the Council may deduct the following amounts from any payment due to an employee:

- (i) Payments, if any, made by the Council in terms of subclause (8);
- (ii) all overdue moneys which are owing by the employee to the Medical Aid Fund in accordance with the provisions of clause 44 (5) (b) and the rules referred to in clause 44 (6);
- (iii) in respect of each employee referred to in clause 33 (1) (a) who is a member of one of the trade unions, the difference, if any, between the annual subscription payable by such employee to his trade union and the subscriptions paid by him in accordance with the provisions of clause 35 (5) or 49 (2) (a):

Provided that such deduction shall not exceed the holiday allowance value of the stamps affixed to such employee's stamp book;

- (iv) any moneys which are owing by the employee to an employer in terms of the provisions of clause 21 (9) (b).

(c) Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(5) Subject to the provisions of clause 27 (1), payment in respect of each of the public holidays prescribed in clause 28 (1) which falls on an ordinary working day, is included in the payment referred to in subclause (4).

(6) *Unclaimed holiday pay.*—Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council and/or the Funds referred to in clauses 43 and/or 44 and/or 45, as may be determined by the Council. The Council shall, however, consider all claims for payment lodged after the expiration of the said period and may in its discretion authorise payment thereof.

(7) Subject to the provisions of subclause (8), an employee shall not be entitled to claim payment for any stamps issued to him until the day prescribed by the Council in terms of subclause (4). The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee, the amount due to him from the Fund shall be paid to his estate by cheque drawn in favour of such estate, upon his stamp book being lodged with the Secretary of the Council.

(8) *Payment for public holidays, other than Day of the Vow and public holidays falling within the holiday period.*—(a) Each stamp book issued by the Council to employees referred to in clause 33 (1) (a) shall contain detachable coupons for payment in respect of each public holiday prescribed in clause 28 (2), other than Day of the Vow when it falls outside the holiday period and any public holiday which falls within the holiday period prescribed in clause 28 (1).

(b) The coupons shall be in such form as the Council may decide and each coupon shall bear a number corresponding to the number of the employee's stamp book.

(c) (i) On the pay-day for the week in which the public holiday falls, an employer shall pay an employee the holiday pay and holiday allowance value of the stamps affixed to the coupon referred to in paragraph (a), subject to the employee surrendering to the employer, at least two working days before the relevant pay-day, the appropriate coupon, duly signed by such employee.

(ii) Provided that an employer lodge the relevant coupon, fully completed, with the Secretary of the Council within 30 days of the relevant public holiday, he shall be entitled to recover from the Council any payment made by him in terms of subparagraph (i).

(iii) An employer shall not be entitled to a refund of the amount paid in terms of subparagraph (i) if the employee concerned has no stamps in his stamp book, and in the event of the amount paid by the employer to the employee being in excess of the value of stamps in his stamp book, the employer shall be refunded only the actual value of such stamps.

(b) Die Raad moet die bedrag bepaal wat aan die werknemer verskuldig is, soos weergegee deur die vakansiebesoldigings- en vakansietoelae-waarde van die seëls wat in sy seëlboek geplak is, en sodanige bedrag aan die werknemer betaal op sodanige datum of datums as wat deur die Raad besluit word: Met dien verstande dat die Raad die volgende bedrae kan aftrek van die besoldiging wat aan 'n werknemer verskuldig is:

- (i) Bedrae, as daar is, wat die Raad ingevolge subklousule (8) betaal het;
- (ii) alle agterstallige geld wat die werknemer ooreenkomstig klousule 44 (5) (b) en die reëls in klousule 44 (6) bedoel aan die Mediese Hulpfonds skuld;
- (iii) ten opsigte van elke werknemer in klousule 33 (1) (a) bedoel wat lid is van een van die vakverenigings, die verskil, as daar is, tussen die jaarlikse ledegeld wat so 'n werknemer aan sy vakvereniging moet betaal en die ledegeld wat hy ooreenkomstig klousule 35 (5) of 49 (2) (a) betaal:

Met dien verstande dat sodanige bedrag nie meer mag wees as die vakansietoelae se seëlwaarde wat in so 'n werknemer se seëlboek geplak is nie;

- (iv) enige geld wat die werknemer ooreenkomstig klousule 21 (9) (b) aan 'n werkgever skuld.

(c) Tensy die Raad magtiging vir 'n ander wyse van betaling verleen het, moet betaling geskied deur middel van 'n tjek ten gunste van die werknemer, en geen opdrag of magtiging om dit aan 'n ander persoon te betaal, word erken nie.

(5) Behoudens klousule 27 (1) moet die betaling ten opsigte van elk van die openbare vakansiedae in klousule 28 (2) voorgeskryf wat op 'n gewone werkdag val, ingesluit word by die betaling in subklousule (4) bedoel.

(6) *Onopgeëiste vakansiebesoldiging.*—Indien 'n werknemer versuim om sy vakansiebesoldiging op te eis binne 'n tydperk van ses maande vanaf die datum waarop die vakansietydperk begin, verbeur hy dit en val die bedrag toe aan die algemene fondse van die Raad en/of die Fondse in klousules 43 en/of 44 en/of 45 bedoel, al na die Raad besluit. Die Raad moet egter alle eise vir betaling wat na verstryking van genoemde tydperk ingedien word, oorweeg en na goeddunke magtiging vir die betaling daarvan verleen.

(7) Behoudens subklousule (8), is 'n werknemer nie voor die dag wat die Raad ingevolge subklousule (4) voorgeskryf het, daartoe geregtig om betaling ten opsigte van seëls wat aan hom uitgereik is, te eis nie. Die Raad het egter die reg om magtiging vir sodanige betaling te verleen as hy van mening is dat dit raadsaam is om dit te doen. Ingeval 'n werknemer te sterwe kom, moet die bedrag wat die Fonds aan hom verskuldig is deur middel van 'n tjek wat ten gunste van sy boedel uitgemaak is aan sodanige boedel betaal word wanneer sy seëlboek by die Sekretaris van die Raad ingedien word.

(8) *Betaling vir openbare vakansiedae, uitgesonderd Geloftedag en openbare vakansiedae wat binne die vakansietydperk val.*—(a) Elke seëlboek wat deur die Raad uitgereik word aan werknemers in klousule 33 (1) (a) bedoel, moet verwyderbare koepons bevat vir betaling ten opsigte van elk van die openbare vakansiedae wat in klousule 28 (2) voorgeskryf word, uitgesonderd Geloftedag wanneer dit buite die vakansietydperk val en enige openbare vakansiedag wat binne die vakansietydperk val wat in klousule 28 (1) voorgeskryf word.

(b) Die koepons moet in die vorm wees soos die Raad besluit, en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se seëlboek.

(c) (i) Op die betaaldag vir die week waarin die openbare vakansiedag val, moet 'n werkgever die vakansiebesoldigings- en vakansietoelae-waarde van die seëls wat geplak is op die koepon wat in paragraaf (a) bedoel word, aan die werknemer betaal op voorwaarde dat die werknemer minstens twee werkdade voor die betrokke betaaldag die toepaslike koepon, behoorlik deur hom onderteken, aan die werkgever oorhandig.

(ii) Mits 'n werkgever die toepaslike koepon, volledig ingevul, binne 30 dae vanaf die betrokke openbare vakansiedag by die Sekretaris van die Raad indien, is hy daartoe geregtig om die bedrag wat hy ingevolge subparagraaf (i) betaal het, op die Raad te verhaal.

(iii) 'n Werkgever is nie geregtig op terugbetaling van die bedrag wat ingevolge subparagraaf (i) betaal is nie, indien die betrokke werknemer geen seëls in sy seëlboek het nie, en ingeval die bedrag wat die werkgever aan die werknemer betaal het meer is as die waarde van die seëls in sy seëlboek moet slegs die werklike waarde van sodanige seëls aan die werkgever terugbetaal word.

43. BUILDING INDUSTRY BENEFIT FUND, PORT NATAL

(1) *Continuation.*—The operation of the Fund established under Government Notice 1441 of 3 July 1953 and, in terms of Government Notice R. 119 of 21 January 1983, formerly known as the "Building Industry Benefit Fund, Natal", is hereby continued and shall hereafter be known as the "Building Industry Benefit Fund, Port Natal" (hereinafter referred to as the "Benefit Fund" or the "Fund").

(2) *Contributions.*—Subject to the provisions of clause 40, the amounts paid by employers in terms of clause 35 (1) (d) shall be paid by the Council into the Benefit Fund, for application to the objects of the Fund.

(3) *Objects.*—The objects of the Benefit Fund shall be—

- (a) to recompense members for loss of earnings arising out of sickness or accident;
- (b) to provide gratuities and/or annuities for members in the case of permanent disability;
- (c) to compensate members for the loss of their tools by theft from lock-ups and workshops: Provided that if an employee loses his tools due to the acts or omissions of an employer as described in clause 39 (2), the employer of such employee shall be liable for the total value of such lost tools.

(4) *Membership.*—Membership of the Fund shall be compulsory for every employee referred to in clause 33 (1) (a).

(5) *Administration of the Benefit Fund.*—(a) The Benefit Fund shall be administered by a Management Committee appointed by the Council and consisting of two representatives from each of the trade unions represented on the Council, together with an equal number of representatives of the employers' organisation.

(b) (i) The Benefit Fund shall be administered in accordance with the rules prescribed for the purpose by the Council.

(ii) The Council may at any time make new rules or alter or repeal any existing rules. Copies of the rules in force and particulars of all amendments thereto shall be lodged with the Director-General of Manpower.

(c) The Committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.

(d) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Benefit Fund, which the Management Committee is unable to settle, shall be referred to the Council for its decision.

(e) The members of the Management Committee, the secretary, officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(6) *Payment of benefits.*—(a) Benefits accruing to members shall be of the nature and to the extent prescribed in the rules of the Benefit Fund.

(b) Any stamps issued by the Benefit Fund, in accordance with the provisions of the rules of the Fund, to members in receipt of sickness or accident benefits, shall be deemed to have been issued in accordance with the provisions of clause 35.

(7) *Benefits inalienable.*—The benefits provided by the Benefit Fund are not transferable and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits to which he would have been entitled during such period as may be determined by the Council.

44. BUILDING INDUSTRY MEDICAL AID FUND, PORT NATAL

(1) *Continuation.*—The operation of the Fund established under Government Notice 1428 of 13 September 1963 and, in terms of Government Notice R. 119 of 21 January 1983, formerly known as the "Building Industry Medical Aid Fund, Natal", is hereby continued and shall hereafter be known as the "Building Industry Medical Aid Fund, Port Natal" (hereinafter referred to as the "Medical Aid Fund" or the "Fund").

43. BYSTANDSFONDS VAN DIE BOUNYWERHEID, PORT NATAL

(1) *Voortsetting.*—Die Fonds wat by Goewermmentskennisgewing 1441 van 3 Julie 1953 ingestel is en wat, ingevolge Goewermmentskennisgewing R. 119 van 21 Januarie 1983, voorheen bekend gestaan het as die "Bystandsfonds van die Bounywerheid, Natal", word hierby voortgesit en staan hierna bekend as die "Bystandsfonds van die Bounywerheid, Port Natal" (hierna die "Bystandsfonds" of die "Fonds" genoem).

(2) *Bydraes.*—Behoudens klousule 40 moet die bedrae wat deur werkgewers ingevolge klousule 35 (1) (d) betaal word, deur die Raad in die Bystandsfonds gestort word vir aanwending ter verwesenliking van die doelstellings van die Fonds.

(3) *Doelstellings.*—Die doelstellings van die Bystandsfonds is—

- (a) om lede te vergoed vir verlies van verdienste weens siekte of ongeluk;
- (b) om gratifikasies en/of jaargelde vir lede te verskaf in die geval van permanente ongeskiktheid;
- (c) om lede te vergoed vir die verlies van hul gereedskap as gevolg van diefstal uit toesluitplekke en werkinkels: Met dien verstande dat indien 'n werknemer sy gereedskap verloor as gevolg van die optrede of versuim van 'n werkgewer soos in klousule 39 (2) beskryf, die werkgewer van sodanige werknemer vir die totale waarde van sodanige verlore gereedskap aanspreeklik is.

(4) *Lidmaatskap.*—Lidmaatskap van die Fonds is verpligtend vir elke werknemer in klousule 33 (1) (a) bedoel.

(5) *Administrasie van die Bystandsfonds.*—(a) Die Bystandsfonds moet geadminestreer word deur 'n Bestuurskomitee wat deur die Raad aangestel is en wat bestaan uit twee verteenwoordigers van elkeen van die vakverenigings wat in die Raad verteenwoordig word en 'n ooreenstemmende getal verteenwoordigers van die werkgewersorganisasie.

(b) (i) Die Bystandsfonds moet geadminestreer word volgens die reëls wat die Raad vir die doel voorgeskryf het.

(ii) Die Raad kan te eniger tyd nuwe reëls opstel op 'n bestaande reël wysig of herroep. Kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word.

(c) Die Komitee kan enigeen van of al die voordele weier en/of weerhou van 'n lid en/of sy afhanklikes wat na die mening van die Komitee opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds of die lede daarvan te benadeel of wat dit na alle redelike waarskynlikheid sal benadeel: Met dien verstande dat sodanige lid die geleentheid gebied moet word om teen die beslissing van die Komitee appél aan te teken by die Raad, wie se beslissing finaal is.

(d) Geskille oor die uitleg, betekenis of bedoeling van enigeen van die bepalings van hierdie klousule of oor die administrasie van die Bystandsfonds, wat die Bestuurskomitee nie kan besleg nie, moet na die Raad verwys word vir sy beslissing.

(e) Die lede van die Bestuurskomitee, die sekretaris, ampsdraers en werknemers van die fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hul pligte gely of aangegaan het.

(6) *Betaling van bystand.*—(a) Die bystand wat lede toekom, moet van die aard en omvang wees wat in die reëls van die Bystandsfonds voorgeskryf word.

(b) Seëls wat deur die Bystandsfonds ooreenkomstig die reëls van die Fonds uitgereik word aan lede wat reeds siekte- of ongeluksbystand ontvang, moet beskou word as uitgereik te gewees het ooreenkomstig klousule 35.

(7) *Bystand nie vervreembaar nie.*—Die bystand wat deur die Bystandsfonds verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, sedeer, verpand of verhipotekeer, of dit probeer doen, verbeur al die bystand waarop hy geregtig sou gewees het gedurende sodanige tydperk as wat die Raad bepaal.

44. MEDIESE HULPFONDS VAN DIE BOUNYWERHEID, PORT NATAL

(1) *Voortsetting.*—Die Fonds wat by Goewermmentskennisgewing 1428 van 13 September 1963 ingestel is en wat ingevolge Goewermmentskennisgewing R. 119 van 21 Januarie 1983 voorheen bekend gestaan het as die "Mediese Hulpfonds van die Bounywerheid, Natal", word hierby voortgesit en staan hierna bekend as die "Mediese Hulpfonds van die Bounywerheid, Port Natal" (hierna die "Mediese Hulpfonds" of die "Fonds" genoem).

(2) *Contributions*.—Subject to the provisions of clause 40, the amounts paid by employers in terms of clause 35 (1) (e) shall be paid by the Council into the Medical Aid Fund for application to the objects of the Fund.

(3) *Objects*.—The objects of the Medical Aid Fund shall be—

- (a) to assist members and their dependants in regard to the costs of—
 - (i) medical, dental, paramedical, surgical and optical services; and
 - (ii) the supply of medicines; and
 - (iii) the supply of medical, dental, surgical and optical requirements or appliances; and
 - (iv) accommodation in a hospital or nursing home; and
 - (v) any other service as may be specified in the rules from time to time;
- (b) to take such measures and do such things as the Council deems necessary for the prevention of sickness or accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Industry;
- (c) without in any way detracting from or interfering with a member's free choice of service, to contract or negotiate a preferential tariff—
 - (i) with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;
 - (ii) with any other person, body, institution or authority in respect of paramedical services as may be specified in the rules from time to time;
- (d) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the afore-mentioned objects;
- (e) to enter into an agreement or agreements with any other medical scheme or schemes to provide for the reciprocity of benefits in respect of members, or dependants of members, transferring from the Fund to such medical scheme or schemes, and vice versa.

(4) *Membership*.—(a) *Compulsory members*.—Membership of the Fund shall be compulsory for working employers, apprentices, trainees and employees for whom wages are prescribed in clause 29 (1) (d) (iii), (e) (ii) and (iii), (f) (ii), (iii) and (iv), (g), (h), (i) (ii), (iii) and (iv) and (j) of Part I of the Agreement and 57 (1) (d), (f), (g) (ii) and (iii), (h), (i), (j) and (k) (ii), (iii) and (iv) of Part II of the Agreement and for foremen or general foremen to whom the provisions of clause 34 (1) are applicable.

(b) *Voluntary members*.—

- (i) An employee of the Industrial Council; or
- (ii) an employee of a trade union which is a party to the Council; or
- (iii) an employee of the Natal Master Builders' and Allied Industries Association; or
- (iv) a person who is a member of the Natal Master Builders' and Allied Industries Association; or
- (v) a person, other than a person referred to in paragraph (a), who is directly engaged or employed in a clerical capacity or in administrative duties in the Industry by a member of the Natal Master Builders' and Allied Industries Association;

may, in the discretion of the Management Committee, be admitted to membership, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(c) *Continuation members*.—Pensioners, widows and orphans may, in the discretion of the Management Committee, be admitted to membership, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(5) *Administration of the Fund*.—(a) The provisions of clause 43 (5) shall *mutatis mutandis* apply to the administration of the Fund.

(b) All overdue moneys which are owing by a member to the Medical Aid Fund in accordance with the rules of the Fund may be deducted by the Council from any holiday pay and holiday allowance due to such member, in the manner prescribed in clause 42 (4) (b) (ii).

(2) *Bydraes*.—Behoudens klousule 40 moet die bedrag wat die werkgewers ingevolge klousule 35 (1) (e) betaal deur die Raad in die Mediese Hulpfonds inbetaal word om vir die doel van die Fonds aangewend te word.

(3) *Doelstellings*.—Die doelstellings van die Mediese Hulpfonds is—

- (a) om lede en hul afhanklikes by te staan in verband met die koste van—
 - (i) Mediese, tandheelkundige, paramediese, chirurgiese en oogkundige dienste; en
 - (ii) die verskaffing van medisyne; en
 - (iii) die verskaffing van mediese, tandheelkundige, chirurgiese en oogkundige behoeftes of toestelle; en
 - (iv) huisvesting in 'n hospitaal of verpleeginrigting; en
 - (v) alle ander dienste wat van tyd tot tyd in die reëls gespesifiseer word;
- (b) om dié maatreëls te tref en dié dinge te doen wat die Raad nodig ag vir die voorkoming van siekte of ongelukke en vir die verbetering en bevordering van die gesondheid van lede, hul afhanklikes en persone wat in die Nywerheid werksaam of daarby betrokke is;
- (c) sonder om enige wyse afbreuk te doen aan of in te meng met 'n lid se vrye keuse van diens, 'n kontrak aan te gaan of 'n voorkeurtarif te beding—
 - (i) met 'n hospitaal, geregistreerde verpleeginrigting of soortgelyke inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;
 - (ii) met 'n ander persoon, liggaam, inrigting of owerheid ten opsigte van paramediese dienste soos wat van tyd tot tyd in die reëls gespesifiseer word;
- (d) om al dié dinge te doen wat nodig is, voortvloei uit of bevorderlik is vir die welsyn van lede en hul afhanklikes en dié verwesenliking van voornoemde doelstellings;
- (e) om 'n ooreenkoms of ooreenkomste met enige ander mediese skema of skemas aan te gaan om voorsiening te maak vir die wederkerigheid van bystand ten opsigte van lede, of afhanklikes van lede, wat van die Fonds na sodanige mediese skema of skemas oorgeplaas word, en omgekeerd.

(4) *Lidmaatskap*.—(a) *Verpligte lidmaatskap*.—Lidmaatskap van die Fonds is verpligtend vir werkende werkgewers, vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 29 (1) (d) (iii), (e) (ii) en (iii), (f) (ii), (iii) en (iv), (g), (h), (i) (ii), (iii) en (iv) en (j) van Deel I van die Ooreenkoms en klousule 57 (1) (d), (f), (g) (ii) en (iii), (h), (i), (j) en (k) (ii), (iii) en (iv) van Deel II van die Ooreenkoms voorgeskryf word en vir voormanne en algemene voormanne op wie klousule 34 (1) van toepassing is.

(b) *Vrywillige lidmaatskap*.—

- (i) 'n Werknemer van die Nywerheidsraad; of
- (ii) 'n werknemer van 'n vakvereniging wat 'n party by die Raad is; of
- (iii) 'n werknemer van die Natal Master Builders' and Allied Industries Association; of
- (iv) 'n persoon wat lid is van die Natal Master Builders' and Allied Industries Association; of
- (v) 'n persoon, uitgesonderd 'n persoon in paragraaf (a) bedoel, wat regstreeks in 'n klerklike hoedanigheid betrokke is by of administratiewe pligte verrig in die Nywerheid in diens van 'n lid van die Natal Master Builders' and Allied Industries Association;

kan na goedgekenke van die Bestuurskomitee as lid toegelaat word, en hierdie klousule en die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(c) *Voortsettingslede*.—Pensioentrekkers, weduwees en wese kan na goedgekenke van die Bestuurskomitee as lede toegelaat word, en hierdie klousule en die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(5) *Administrasie van die Fonds*.—(a) Klousule 43 (5) is *mutatis mutandis* op die administrasie van die Fonds van toepassing.

(b) Die Raad kan alle agterstallige geld wat 'n lid ooreenkomstig die reëls van die Fonds aan die Mediese Hulpfonds skuld, aftrek van die vakansiebesoldiging en vakansietoelae wat aan sodanige lid verskuldig is, en wel op die wyse in klousule 42 (4) (b) (ii) voorgeskryf.

(c) Where moneys are owing by the Fund to a member in accordance with the provisions of the rules of the Fund, and such moneys have remained unclaimed for a period of at least 12 consecutive calendar months, and the Fund is subsequently unable to trace the member at his latest address on record with the Fund, such amount shall become forfeit and shall accrue to the accumulated funds of the Fund. The Fund shall, however, consider any application for the refund of a forfeited amount, and may pay such amount to the member concerned.

(6) *Payment of benefits.*—Payment of benefits shall be made in respect of members and their dependants in accordance with the rules of the Medical Aid Fund.

(7) *Benefits.*—Subject to the provisions of the rules of the Fund, the total borne by the Fund in respect of any claims accepted for payment on behalf of any member and/or his dependants in any one calendar year shall not exceed in the case of—

	Medical, para- medical and optical	Medicines and in- jection material	Dental
	R	R	R
(a) A single member	600	225	225
(b) A member with one dependant	1 200	450	450
(c) A member with more than one dependant	1 500	550	550

(8) *Benefits inalienable.*—The benefits provided by the Medical Aid Fund are not transferable, and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits to which he and his dependants would have been entitled during such period as may be determined by the Council.

45. BUILDING INDUSTRY PENSION SCHEME, PORT NATAL

(1) *Continuation and amalgamation.*—(a) The operation of the Fund established under Government Notice R. 293 of 3 March 1967 and, in terms of Government Notice R. 119 of 21 January 1983, formerly known as the "Natal Building Industry Pension Scheme", is hereby continued and shall hereafter be known as the "Building Industry Pension Scheme, Port Natal" (hereinafter referred to as the "Pension Scheme" or the "Scheme" or the "Fund").

(b) The Fund established under Government Notice R. 1995 of 24 October 1975 and, in terms of Government Notice R. 119 of 21 January 1983, formerly known as the "Building Employees' Pension Scheme, Natal" (hereinafter referred to as the "Former Fund") is hereby amalgamated with the Pension Scheme.

(c) The Pension Scheme shall consist of all moneys standing to the credit of the Scheme and the Former Fund and such moneys shall be applied for the purpose and in the manner hereinafter set out.

(2) *Contributions.*—The amounts paid by employers in terms of clause 35 (1) (c), less a collection fee of 2,5 per cent, which amount shall accrue to the general funds of the Council, shall be paid by the Council to the insurance company or companies with which an agreement or agreements referred to in subclause (5) (a) has or have been entered into for application to the objects of the Pension Scheme.

(3) *Objects.*—The objects of the Pension Scheme shall be to provide pension, death and other benefits for members.

(4) *Membership.*—(a) *Compulsory members.*—Membership of the Scheme shall be compulsory for working employers and for every employee referred to in clause 33 (1) (a).

(b) *Voluntary members.*—A person who is directly engaged or employed in a clerical capacity or in administrative duties in the Industry may, in the discretion of the Council, be admitted to membership, and the provisions of this clause and of the rules of the Scheme shall *mutatis mutandis* apply to such person.

(5) *Administration of the Scheme.*—(a) The Council shall be empowered to enter into an agreement or agreements with an insurance company or companies with the object of providing pension, death and other benefits for members.

(b) The Scheme shall be administered in accordance with—

- the provisions of the agreement or agreements entered into in terms of paragraph (a);
- the rules of the Scheme as approved by the Council from time to time in the manner prescribed in the agreement or agreements entered into in terms of paragraph (a).

(c) As die Fonds ooreenkomstig die reëls van die Fonds geld aan 'n lid skuld en sulke geld vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande onopgeëis gebly het en die Fonds daarna nie die lid kan opspoor by sy jongste adres soos by die Fonds aangeteken nie, word sodanige geld verbeurd verklaar en val dit aan die opgehoopde fondse van die Fonds toe. Die Fonds moet egter alle aansoeke om die terugbetaling van 'n verbeurde bedrag oorweeg en hy kan sodanige bedrag aan die betrokke lid terugbetaal.

(6) *Betaling van bystand.*—Bystand ten opsigte van lede en hul afhanklikes betaal ooreenkomstig die reëls van die Mediese Hulpfondse.

(7) *Bystand.*—Behoudens die reëls van die Fonds, mag die totale bedrag wat deur die Fonds gedra word ten opsigte van eise om betaling namens 'n lid en/of sy afhanklikes wat gedurende 'n bepaalde kalenderjaar aanvaar word, hoogstens soos hieronder wees, in die geval van:

	Medies, paramedies en oogkun- dig	Medisyne en inspui- tings materiaal	Tandheel- kundig
	R	R	R
(a) 'n Ongetroude lid	600	225	225
(b) 'n Lid met een afhanklike	1 200	450	450
(c) 'n Lid met meer as een afhanklike	1 500	550	550

(8) *Bystand nie vervreembaar nie.*—Die bystand wat deur die Mediese Hulpfondse verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, seeder, verpand of verhipotekeer, of dit probeer doen, verbeur al die bystand waarop hy en sy afhanklikes geregtig sou gewees het gedurende sodanige tydperk as wat die Raad bepaal.

45. PENSIOENSKEMA VAN DIE BOUNYWERHEID, PORT NATAL

(1) *Voortsetting en amalgamasie.*—(a) Die Fonds wat by Goewermmentskennissgewing R. 293 van 3 Maart 1967 ingestel is en wat, ingevolge Goewermmentskennissgewing R. 119 van 21 Januarie 1983, voorheen bekend gestaan het as die "Pensioenschema van die Bounywerheid, Natal", word hierby voortgesit en staan hierna bekend as die "Pensioenschema van die Bounywerheid, Port Natal" (hierna die "Pensioenschema" of die "Skema" of die "Fonds" genoem).

(b) Die Fonds wat by Goewermmentskennissgewing R. 1995 van 24 Oktober 1975 ingestel is en wat, ingevolge Goewermmentskennissgewing R. 119 van 21 Januarie 1983, voorheen bekend gestaan het as die "Pensioenschema van die Bouwerknemers, Natal" (hierna die "Vorige Fonds" genoem) word hierby geamalgameer met die Pensioenschema.

(c) Die Pensioenschema bestaan uit alle geld wat in die krediet van die Skema en die Vorige Fonds staan, en dié geld moet aangewend word vir die doel en op die wyse hieronder bepaal.

(2) *Bydraes.*—Die bedrae wat deur werkgewers ingevolge klousule 35 (1) (c) betaal word, min invorderingsgeld van 2,5 persent wat aan die algemene fondse van die Raad toeval, moet deur die Raad aan die versekeringsmaatskappy of -maatskappye betaal word met wie 'n ooreenkoms of ooreenkomstige in subklousule (5) (a) bedoel, aangegaan is, vir aanwending ter verwesenliking van die doelstellings van die Pensioenschema.

(3) *Doelstellings.*—Die doelstellings van die Pensioenschema is om pensioen-, sterfte- en ander bystand vir lede te verskaf.

(4) *Lidmaatskap.*—(a) *Verpligte lidmaatskap.*—'n Lidmaatskap van die Skema is verpligtend vir werkende werkgewers en vir elke werknemer in klousule 33 (1) (a) bedoel.

(b) *Vrywillige lidmaatskap.*—Iemand wat regstreeks betrokke is by of werkzaam is in 'n kerklike hoedanigheid of wat administratiewe pligte in die Nywerheid verrig, kan, na goeddunke van die Raad, as lid toegelaat word, en hierdie klousule en die reëls van die Skema is *mutatis mutandis* op sodanige persoon van toepassing.

(5) *Administrasie van die Skema.*—(a) Die Raad is gemagtig om 'n ooreenkoms of ooreenkomstige met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om pensioen-, sterfte- en ander bystand vir lede te verskaf.

(b) Die Skema moet geadministreer word ooreenkomstig—

- die ooreenkoms of ooreenkomstige wat ingevolge paragraaf (a) aangegaan word;
- die reëls van die Skema, soos van tyd tot tyd deur die Raad goedgekeur op die wyse voorgeskryf in die ooreenkoms of ooreenkomstige wat ingevolge paragraaf (a) aangegaan word.

(6) *Payment of benefits.*—Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreements entered into in terms of subclause (5) (a) and the rules of the Scheme.

(7) *Benefits inalienable.*—The benefits provided by the Pension Scheme are not transferable, and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits, or any part thereof, to which he and his dependants would have been entitled, as may be determined by the Council.

46. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry (hereinafter referred to as the "National Fund"), hereby authorises, for the purpose of implementing the objects set forth in the constitution of the National Fund, collection of contributions in accordance with the procedure stated hereunder, read with clause 35.

(2) The amounts paid by employers in terms of clause 35 (1) (g) shall be paid by the Council monthly to the National Fund.

47. BUILDING INDUSTRY TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industry Training Fund [inaugurated by the Building Industries Federation (South Africa)] (hereinafter referred to as the "Training Fund"), hereby authorises, for the purpose of implementing the objects of the Building Industry Training Scheme set forth in clause 4 of the Scheme in terms of the Manpower Training Act, 1981, published under Government Notice R. 1886 of 31 August 1984, the collection of contributions in accordance with the procedure stated hereunder, read with clause 35.

(2) The amounts paid by employers in terms of the second proviso to clause 35 (1), read with the provisions of clause 35 (2), shall be paid by the Council from time to time to the Training Fund.

48. SPECIAL MEMBERSHIP LEVY.—EMPLOYERS

The amounts paid by employers in terms of clause 35 (1) (h) shall be paid by the Council monthly to the Natal Master Builders' and Allied Industries Association.

49. TRADE UNION SUBSCRIPTIONS

(1) (a) The amounts paid by employers in terms of the second proviso to clause 35 (1), read with the provisions of clause 35 (5), shall be paid by the Council monthly to the trade unions concerned, in such manner as may be determined by the Council from time to time.

(b) Annually, on completion of the assessment and payment of holiday pay in each year in the manner prescribed in clause 42 (4), the Council shall forward a listing to each trade union showing the names of the employees who are members of that union and the total trade union subscriptions paid by each employee in accordance with the provisions of clauses 35 (5) and 42 (4) (b) (iii) during that year, and shall pay the amounts deducted in accordance with the provisions of clause 42 (4) (b) (iii) to the respective trade unions.

(2) (a) An employer shall, upon receipt of a written request from a foreman or general foreman to whom the provisions of clause 34 (1) apply and who is a member of one of the trade unions, deduct each week from the wages due to such foreman or general foreman the amount payable by him as a subscription to the trade union concerned in terms of the constitution of that trade union.

(b) Not later than the seventh day of each month, an employer shall pay to the trade union concerned the amounts deducted by him in accordance with the provisions of paragraph (a) during the preceding month.

PART II

I. SPECIAL PROVISIONS APPLICABLE TO THE MASS-MANUFACTURING SECTION OF THE BUILDING INDUSTRY

50. SCOPE OF APPLICATION

(1) The terms of Part II of this Agreement shall be observed in the Mass-manufacturing Section of the Building Industry—

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

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Chatsworth, Pinetown and Inanda.

(6) *Betaling van bystand.*—Betaling van bystand moet ten opsigte van lede geskied ooreenkomstig die ooreenkoms of die ooreenkomste aangaan ingevolge subklousule (5) (a) en die reëls van die Skema.

(7) *Bystand nie vervreembaar nie.*—Die bystand wat deur die Pensioenskema verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, seeder, verpand of verhipotekeer, of dit probeer doen, verbeur al die bystand, of 'n gedeelte daarvan, waarop hy en sy afhanklikes geregtig sou gewees het soos wat die Raad bepaal.

46. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die instelling van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (hierna die "Nasionale Fonds" genoem), magtig hy hierby, vir die doel om uitvoering te gee aan die doelstellings wat in die konstitusie van die Nasionale Fonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit, gelees saam met klousule 35.

(2) Die bedrae wat ingevolge klousule 35 (1) (g) deur werkgewers betaal word, moet deur die Raad maandeliks aan die Opleidingsfonds betaal word.

47. OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die instelling van die Opleidingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (South Africa)] (hierna die "Opleidingsfonds" genoem), magtig hy hierby, vir die doel om uitvoering te gee aan die doelstellings van die Opleidingskema vir die Bounywerheid uiteengesit in klousule 4 van die Skema kragtens die Wet op Mannekragopleiding, 1981, gepubliseer by Goewermentskennigewing R. 1886 van 31 Augustus 1984, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit, gelees saam met klousule 35.

(2) Die bedrae wat ingevolge die tweede voorbehoudsbepaling van klousule 35 (1), gelees saam met klousule 35 (2), deur werkgewers betaal word, moet deur die Raad van tyd tot tyd aan die Opleidingsfonds betaal word.

48. SPESIALE LIDMAATSKAPHEFFING.—WERKGEWERS

Die bedrae wat werkgewers ingevolge klousule 35 (1) (h) betaal, moet deur die Raad maandeliks aan die Natal Master Builders' and Allied Industries Association betaal word.

49. LEDEGELD VAN VAKVERENIGINGS

(1) (a) Die bedrae wat werkgewers betaal ingevolge die tweede voorbehoudsbepaling van klousule 35 (1), gelees saam met klousule 35 (5), moet deur die Raad maandeliks aan die betrokke vakverenigings betaal word op die wyse wat die Raad van tyd tot tyd bepaal.

(b) Die Raad moet jaarliks by voltooiing van die raming en betaling van vakansiebesoldiging in elke jaar op die wyse in klousule 42 (4) voorgeskryf, 'n lys aan elke vakvereniging stuur met die name van die werknemers wat lede van dié vereniging is en die totale vakverenigingsledegeld wat elke werknemer ooreenkomstig klousules 35 (5) en 42 (4) (b) (iii) gedurende dié jaar betaal het, en die bedrae wat ooreenkomstig klousule 42 (4) (b) (iii) afgetrek is, moet deur die Raad aan die betrokke vakverenigings betaal word.

(2) (a) 'n Werkgewer moet by ontvangs van 'n skriftelike versoek van 'n voorman of algemene voorman op wie klousule 34 (1) van toepassing is en wat lid van een van die vakverenigings is, elke week die bedrag wat hy ingevolge dié vakvereniging se konstitusie as ledegeld aan die betrokke vakvereniging moet betaal, aftrek van die loon wat aan sodanige voorman of algemene voorman verskuldig is.

(b) 'n Werkgewer moet voor of op die sewende dag van elke maand aan die betrokke vakvereniging die bedrae betaal wat hy ooreenkomstig paragraaf (a) gedurende die vorige maand afgetrek het.

DEEL II

I. SPESIALE BEPALINGS VAN TOEPASSING OP DIE MASSA-VERVAARDIGINGSEKSE VAN DIE BOUNYWERHEID

50. TOEPASSINGSBESTEK

(1) Deel II van hierdie Ooreenkoms moet in die Massavervaardigingseksie van die Bounywerheid nagekom word—

(a) deur alle werkgewers en werknemers wat lede van die werkgewers-organisatie of van enigeen van die vakverenigings is;

(b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennigewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Chatsworth, Pinetown en Inanda.

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

- (a) only apply to those classes of employees for whom wages are prescribed in Part II of the Agreement;
- (b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;
- (c) not apply to clerical or administrative employees;
- (d) apply to foremen who are not supervisory staff, as defined in clause 4 of Part I of the Agreement;
- (e) not apply to foremen who are supervisory staff;
- (f) apply to working employers;
- (g) not apply to university or technikon students, construction supervisors, building surveyors and other persons doing practical work in the completion of their academic training;
- (h) not apply to employers and employees who are subject to the provisions of Part I of the Agreement;
- (i) not apply in respect of any off-site workshop which is not registered with the Council in the manner prescribed in clause 55.

51. CERTAIN PROVISIONS OF PART I OF THE AGREEMENT ALSO APPLICABLE TO PART II OF THE AGREEMENT

(1) Subject to the provisions of subclause (2)—

- (a) the provisions of clauses 3, 5, 6, 8 to 11 inclusive, 14 to 27 inclusive, 32 to 34 inclusive, 35 [excluding subclauses (1) (h) and (5)], 36 [excluding subclause (4)], 37, 40, 41, 42 [excluding subclause (4) (b) (iii)] and 43 to 47 inclusive of Part I of the Agreement shall *mutatis mutandis* apply to this Part;
- (b) the provisions of clauses 2, 7, 35 (1) (h) and (5), 36 (4), 42 (4) (b) (iii), 48 and 49 of Part I of the Agreement shall *mutatis mutandis* apply to this Part.

(2) Where the provisions of Part I are in conflict with the provisions of Part II, the latter provisions shall apply and shall have preference: Provided that, in the application of the applicable provisions of Part I to Part II of this Agreement, any reference to an employee for whom wages are prescribed in the clause mentioned in column A hereunder, shall be deemed to be a reference to an employee for whom wages are prescribed in the clause mentioned in column B hereunder:

A	B
Employee for whom wages are prescribed in clause—	Deemed to be an employee for whom wages are prescribed in clause—
(a) 29 (1) (a)	57 (1) (a)
(b) 29 (1) (b)	57 (1) (b) and (c)
(c) 29 (1) (f) (i)	57 (1) (d)
(d) 29 (1) (i)	57 (1) (e)
(e) 29 (1) (f) (ii)	57 (1) (f)
(f) 29 (1) (e)	57 (1) (g)
(g) 29 (1) (f)	57 (1) (h)
(h) 29 (1) (g)	57 (1) (i)
(i) 29 (1) (h)	57 (1) (j)
(j) 29 (1) (i)	57 (1) (k)

52. DEFINITIONS

Any term used in this Part and which is not defined herein but which is defined in clause 4 of Part I of this Agreement shall have the same meaning as in that Part, and, further—

“affixed cupboard” means a cupboard, other than a kitchen cupboard, the components of which, when assembled and installed in a building, will, in combination with the building, function as a cupboard and which is so designed that either—

- (a) both of the sides of the cupboard will, and the back of the cupboard may, consist of a wall or walls of the building; or
- (b) the components cannot function as a cupboard unless they are supported by the building into which they are to be installed;

“craftsman joiner” means an employee who performs skilled work in the designated trade of joiner and who is registered as a craftsman joiner in accordance with the provisions of clause 54 (4);

“craftsman wood machinist” means an employee who performs skilled work in the designated trade of wood machinist and who is registered as a craftsman wood machinist in accordance with the provisions of clause 54 (4);

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

- (a) slegs van toepassing op dié klasse werknemers vir wie lone in Deel II van die Ooreenkoms voorgeskryf word;
- (b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens voorgeskryf of kennisgewings wat daarkragtens bestel is nie;
- (c) nie op klerklike of administratiewe personeel van toepassing nie;
- (d) van toepassing op voormanne wat nie toesighoudende personeel, soos in klousule 4 van Deel I van die Ooreenkoms omskryf, is nie;
- (e) nie van toepassing op voormanne wat toesighoudende personeel is nie;
- (f) op werkende werkgewers van toepassing;
- (g) nie van toepassing nie op universiteit- en technikonstudente, konstruksietoeshouders, bouopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding;
- (h) nie van toepassing op werkgewers en werknemers wat aan Deel I van die Ooreenkoms onderworpe is nie;
- (i) nie van toepassing op 'n werkwinkel buite die terrein wat nie op die wyse in klousule 55 voorgeskryf by die Raad geregistreer is nie.

51. SEKERE BEPALINGS VAN DEEL I VAN DIE OOREENKOMS WAT OOK VAN TOEPASSING IS OP DEEL II VAN DIE OOREENKOMS

(1) Behoudens subklousule (2)—

- (a) is klousules 3, 5, 6, 8 tot en met 11, 14 tot en met 27, 32 tot en met 34, 35 [uitgesonderd subklousules (1) (h) en (5)], 36 [uitgesonderd subklousule (4)], 37, 40, 41, 42 [uitgesonderd subklousule (4) (b) (iii)] en 43 tot en met 47 van Deel I van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing;
- (b) is klousules 2, 7, 35 (1) (h) en (5), 36 (4), 42 (4) (b) (iii), 48 en 49 van Deel I van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing.

(2) Waar die bepalings van Deel I strydig is met die bepalings van Deel II is laasgenoemde bepalings van toepassing en moet hulle voorkeur geniet: Met dien verstande dat waar daar by die toepassing van die toepaslike bepalings van Deel I op Deel II van hierdie Ooreenkoms melding gemaak word van 'n werknemer vir wie lone voorgeskryf word in die klousule in kolom A hieronder bedoel, dit geag word 'n werknemer te beteken vir wie lone voorgeskryf word in die klousule in kolom B hieronder genoem:

A	B
'n Werknemer vir wie lone voorgeskryf word in klousule—	Word geag 'n werknemer te wees vir wie lone voorgeskryf word in klousule—
(a) 29 (1) (a)	57 (1) (a)
(b) 29 (1) (b)	57 (1) (b) en (c)
(c) 29 (1) (f) (i)	57 (1) (d)
(d) 29 (1) (i)	57 (1) (e)
(e) 29 (1) (f) (ii)	57 (1) (f)
(f) 29 (1) (e)	57 (1) (g)
(g) 29 (1) (f)	57 (1) (h)
(h) 29 (1) (g)	57 (1) (i)
(i) 29 (1) (h)	57 (1) (j)
(j) 29 (1) (i)	57 (1) (k)

52. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Deel gebesig en nie hierin omskryf word nie maar wat in klousule 4 van Deel I van hierdie Ooreenkoms omskryf word, het dieselfde betekenis as in daardie Deel; voorts beteken—

“aangehegte kas” 'n kas, uitgesonderd 'n kombuis, waarvan die komponente wanneer dit in 'n gebou gemonteer en geïnstalleer is, saam met die gebou as 'n kas sal dien en wat so ontwerp is dat—

- (a) albei die kante van die kas sal bestaan en die rug kan bestaan uit 'n muur of mure van die gebou; of
- (b) die komponente daarvan nie as 'n kas kan funksioneer nie, tensy hulle gesteun word deur die gebou waarin hulle geïnstalleer moet word;

“vakman-skrynwerker” 'n werknemer wat geskoolde werk in die aangewese ambag skrynwerker verrig en wat ooreenkomstig klousule 54 (4) as vakman-skrynwerker geregistreer is;

“vakman-houtmasjienwerker” 'n werknemer wat geskoolde werk in die aangewese ambag houtmasjienwerker verrig en wat ooreenkomstig klousule 54 (4) as vakman-houtmasjienwerker geregistreer is;

"general worker" means an employee engaged on any one or more of the following:

- (1) Saw doctor attendant;
- (2) oiling and greasing machinery when not in operation;
- (3) drawing off materials from all woodworking machines;
- (4) applying glue, including glueing and/or fixing facings to panels or frames;
- (5) stopping or putting woodwork;
- (6) treating timber with preservatives;
- (7) placing and fixing in position of egg-crating, fillets or acoustic material in recesses formed by frames;
- (8) all operations relating to the manufacture of roof trusses by way of nail plates, excluding the operation of cross-cut saws;
- (9) application of sealer coats to joinery;
- (10) any work of an unskilled nature not apportioned to any other class or grade of employee or not elsewhere herein specified;
- (11) assisting apprentices, trainees, trainee tradesmen, tradesmen and craftsmen wherever necessary, but not to perform the work of such employees;

"joiner" means an employee referred to in (1) of the definition of "skilled employee";

"joinery assembler" means an employee who is registered as such in accordance with the provisions of clause 54 (2) and who, as his specific and exclusive function, is engaged under the supervision of a joiner on any one or more of the following:

- (1) Operating a portable router, morticer, planer or skill-saw to a jig;
- (2) cutting of glass, face-putty work and the removing and refixing of beads;
- (3) morticing, jig tenoning, jig assembly and nailing of selflocating and pinned door frames, window frames, sashes and doors;
- (4) attaching of hinges, stays and fasteners, using jigs, attaching of sashes and louvres to frames and cutting and pinning glazing beads;

"learner" means an employee serving under a written contract of learnership registered in accordance with the provisions of clause 69 (3) of the Former Agreement and whose employment as a learner is continued in accordance with the provisions of clause 53 (1);

"machine operator" means an employee who is registered as such in accordance with the provisions of clause 54 (3) and who, as is specific and exclusive function, is engaged under the supervision of a wood machinist on any one or more of the following:

- (1) Supervising not more than two manufacturing workers;
- (2) attending, operating, starting, stopping, setting up and adjusting any one or more of the following machines, including pre-selected adjustments which form part of the operation of the machines:
 - (a) Broom handle machines;
 - (b) circular saws;
 - (c) band re-saws;
 - (d) end-and-edge-trimming machines;
 - (e) all wood block and mosaic floor machines;
- (3) attending, operating, starting and stopping any one or more of the machines described in (2) (a) of the definition of "skilled employee" but, except as otherwise provided in paragraph (4) hereunder, excluding the mechanical assembly and setting up of or the making of adjustments to such machines other than pre-selected adjustments which form part of the operation of the machines;
- (4) assisting a wood machinist to carry out the operations described in (2) (a) of the definition of "skilled employee";

"machinery" means machinery as defined in or in terms of the provisions of the Machinery and Occupational Safety Act, 1983;

"algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

- (1) 'n Saaghersteller behulpsaam wees;
- (2) masjinerie olie en smeer wanneer hulle nie loop nie;
- (3) materiaal van alle soorte houtwerkmasjiene afhaal;
- (4) lym aanwend, met inbegrip van voorwerk aan panele of rame vaslym en/of vassit;
- (5) houtwerk toestop of bestopverf;
- (6) hout met preserveermiddels behandel;
- (7) houtstroke of akoestiek materiaal in posisie plaas en vassit in die holtes wat gevorm word deur die rame van eierkrate;
- (8) alle werksaamhede in verband met die vervaardiging van dakke by wyse van spykerplate, uitgesonderd die bediening van dwarssae;
- (9) afdiglae aan skrynwerk aanbring;
- (10) werk van 'n ongeskoolde aard verrig wat nie aan 'n ander klas of graad werknemer toegewys is of elders hierin gespesifiseer word nie;
- (11) vakleerlinge, kwekelinge, kwekeling-ambagsgeselle, ambagseselle en vakmanne help wanneer nodig, sonder om die werk van sodanige werknemers self te verrig;

"skrynwerker" 'n werknemer in (1) van die omskrywing van "geskoolde werknemer" bedoel";

"skrynwerkmonteerder" 'n werknemer wat ooreenkomstig klousule 54 (2) as sodanig geregistreer is en wie se spesifieke en uitsluitlike funksie dit is om een of meer van die volgende werksaamhede onder toesig van 'n skrynwerker te verrig:

- (1) 'n Verplaasbare verdiepskaaf-, tapgat- of skaafmasjiën of uitsnysaag volgens 'n setmaat bedien;
- (2) glas sny, voorstopverfwerk en die verwydering en herbevestiging van kraallyste;
- (3) selfstand- en vasgepende deurkosyne, vensterkosyne, vensterrame en deure tap, settap, setmonteer en vasspyker;
- (4) skarniere, stuiters en hegstukke vasheg, met gebruikmaking van setmate, vensterrame en hortjies aan rame vasheg en ruitkraallyste sny en met ruitspykertjies vassit;

"leerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingkontrak wat ooreenkomstig klousule 69 (3) van die Vorige Ooreenkoms geregistreer is en wie se diens as leerling voortgesit word ooreenkomstig klousule 53 (1);

"masjiëbediener" 'n werknemer wat as sodanig geregistreer is ooreenkomstig klousule 54 (3) en wie se spesifieke en uitsluitlike funksie dit is om een of meer van die volgende werksaamhede onder toesig van 'n houtmasjiënwerker te verrig:

- (1) Toesig hou oor hoogstens twee vervaardigingswerkers;
- (2) een of meer van ondergemelde masjiëne versorg, bedien, aan- en afskakel, opstel en verstel, met inbegrip van vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiëne:
 - (a) Besemstokmasjiëne;
 - (b) sirkelsae;
 - (c) bandnasaagmasjiëne;
 - (d) kant-en-kantafwerkmasjiëne;
 - (e) alle blokkiesvloer- en mosaëkvloermasjiëne;
- (3) een of meer van die masjiëne wat in (2) (a) van die omskrywing van "geskoolde werknemer" beskryf word, versorg, bedien, aan- en afskakel, maar behalwe soos anders in paragraaf (4) hierna bepaal, uitgesonderd die meganiese montering en opstel van sodanige masjiëne of verstelwerk daaraan, behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiëne;
- (4) 'n houtmasjiënwerker behulpsaam wees met die uitvoering van die werksaamhede wat in (2) (a) van die omskrywing van "geskoolde werknemer" beskryf word;

"masjinerie" masjinerie soos in of ingevolge die Wet op Masjinerie en Beroepsveiligheid, 1983, omskryf;

"manufacturing worker" means an employee engaged under the supervision of a machine operator on any one or more of the following: Provided that a machine operator may supervise not more than two employees engaged on any one of the operations referred to in (1) and/or (2) hereunder:

- (1) Attending, operating, starting and stopping any one or more of the following machines, but excluding the setting up of or the making of adjustments to such machines other than pre-selected adjustments which form part of the operation of the machines:
 - (a) Double or treble drum or wide belt sanding machines;
 - (b) panel or door sanding machines;
 - (c) sliding belt sanding machines;
 - (d) cross-cut saws;
 - (e) mortisers and gang mortisers;
- (2) feeding materials to and drawing material from power-driven mechanically-fed woodworking machines;
- (3) framing up and securing butt-jointed material and assembling manufactured components in jigs or cramps;
- (4) clamping or cramping door and sashes;
- (5) operating automatic or manual presses;
- (6) placing and fixing in position of windows or door frames in panel apertures;
- (7) assembling ceiling and floor panels to jigs;
- (8) fixing backs to fittings;
- (9) nailing up drawers and trays (including bottoms);
- (10) sanding of timber with portable sanders;
- (11) drilling of holes in timber, using portable power tools;
- (12) cutting and trimming of wedges;
- (13) application of the priming coat of paint, or where a priming coat is not applied, the application of the first coat of paint on all unpainted surfaces;

"Mass-manufacturing Section of the Building Industry" means, subject to the provisions of any Demarcation Determination which has been made in terms of section 76 of the Act, that Section of the Building Industry as defined in clause 4 of Part I of the Agreement in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes, of articles and/or component parts for articles and/or the assembly of articles which are manufactured wholly of wood or mainly of wood in combination with plastic and/or any other material, for use in the erection, completion, renovation, repair, maintenance or alteration of the permanent finish of buildings or structures, and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops, excluding clerical or administrative employees, who are engaged in the mass-manufacture and/or assembly of roof trusses, laminated beams, mouldings, skirting boards, panelling, ceiling boards, flooring boards, floor blocks, shelving, stairs, banisters, doors and door frames, windows and window frames, affixed cupboards, multi-purpose cabinets, kitchen cupboards and other kitchen fittings, bar counters, bar cupboards, bar shelving, partitioning, shop, office and bank fittings and any other wooden fixtures which are or are intended to be attached, in any manner whatsoever, to buildings and structures, and for the purposes of this definition, "wood" means wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component;

"off-site workshop" means any premises which are not situated on a site where building construction activities are being carried out, and in which any activities in connection with the Mass-manufacturing Section of the Building Industry, using woodworking machines, other than portable electric and/or pneumatic tools, are being carried out;

"skilled employee" means a tradesman, Class 1 (joiner), a tradesman, Class 1 (wood machinist), a craftsman joiner or a craftsman wood machinist who is registered as such in accordance with the provisions of clause 54 (4) and who performs skilled work, other than the operations specified in the definitions of "general worker", "joinery assembler", "machine operator" and "manufacturing worker", in the designated trades of joiner and wood machinist, and, without in any way limiting the ordinary meaning of the expression, shall include—

- (1) in the case of a joiner, an employee who is registered as a tradesman, Class 1 (joiner), or a craftsman joiner and who is engaged on marking and setting out, manufacturing, assembling, planing and finishing woodwork;

"vervaardigingswerker" 'n werknemer wat onder toesig van 'n masjiënbediener een of meer van die volgende werksaamhede verrig: Met dien verstande dat 'n masjiënbediener toesig kan hou oor hoogstens twee werknemers wat enige een van die werksaamhede verrig wat in (1) en/of (2) hieronder bedoel word:

- (1) Een of meer van die volgende masjiëne versorg, bedien, aan- of afskakel, maar nie sodanige masjiëne opstel of verstelwerk daaraan verrig nie, behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiëne:
 - (a) Dubbel- of driedrom- of breëbandskuurmasjiëne;
 - (b) paneel- of deurskuurmasjiëne;
 - (c) skuifbandskuurmasjiëne;
 - (d) dwarssae;
 - (e) tapgat- en meerkop-tapgatmasjiëne;
- (2) materiaal in meganiese gevoerde houtwerk-kragmasjiëne voer en dit daarvan afhaal;
- (3) gestootlaste materiaal aanmeekaarsit en vassit en vervaardigde komponente in setapparate of klemme monteër;
- (4) deure en vensterrame vasklamp of vasklem;
- (5) outomatiese of handperse bedien;
- (6) venster- of deurkosyne in paneelopeninge in posisie plaas en vassit;
- (7) plafon- en vloerpaneel volgens setmate aanmeekaarsit;
- (8) rugstukke aan toebehore vassit;
- (9) laaie en vlaklaaie (met inbegrip van bome) vasspyker;
- (10) timmerhout met verplaasbare skuurmasjiëne skuur;
- (11) gate in timmerhout boor, met gebruikmaking van draagbare kraggereedskap;
- (12) wie sny en afwerk;
- (13) 'n grondverflaag op allerlei ongeverfde oppervlakke aanbring, of wat daar nie 'n grondverflaag aangebring word nie, dan 'n eerste verflaag;

"Massavervaardigingseksie van die Bounywerheid", behoudens die bepalings van Afbakeningsvasstellings wat kragtens artikel 76 van die Wet gemaak is, daardie Seksie van die Bounywerheid wat in klousule 4 van Deel I van die Ooreenkoms omskryf word waarin werksaamhede uitgevoer word in verband met die massavervaardiging in werksinkels buite die terrein, en met gebruikmaking van herhalingsprosesse, van artikels en/of onderdele vir artikels en/of die montering van artikels wat uitsluitlik uit hout of hoofsaaklik uit hout in kombinasie met plastiek en/of 'n ander materiaal vervaardig is, vir gebruik by die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van die permanente afwerking van geboue of bouwerke en, sonder om die betekenis van die uitdrukking enigsins te beperk, omvat dit ook alle werk wat in sodanige werksinkels uitgevoer word deur persone, uitgesonderd klerklike en administratiewe personeel, wat die volgende dinge massavervaardig en/of inmeekaarsit: Dakkappe, lamelbalke, gietvorms, vloerlyste, paneelwerk, plafonplanke, vloerplanke, vloerblokkies, rakke, trappe, balusters, deure en deurkosyne, vensters en vensterkosyne, aangehegte kaste, meerdoelkabinette, kombuis-kaste en ander kombuistoehore, kroegtoonbanke, -kaste en -rakke, afskortings, winkel-, kantoor- en banktoehore en ander vaste toehore van hout wat op watter wyse ook al aan geboue en bouwerke geheg word of moet word; en vir die toepassing van hierdie omskrywing beteken "hout" hout, laaghout, fineerbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte waarvan hout die hoofkomponent uitmaak;

"werkwinkel buite die terrein" 'n perseel wat nie op 'n plek geleë is waar bouwerksaamhede aan die gang is nie en waarop werksaamhede uitgevoer word in verband met die Massavervaardigingseksie van die Bounywerheid waarby houtwerkmasjiëne, uitgesonderd vervoerbare elektriese en/of drukluggereedskap, gebruik word;

"geskoolde werknemer" 'n ambagsgesel klas 1 (skrynwerker), 'n ambagsgesel klas 1 (houtmasjiënwerker), 'n vakman-skrynwerker of 'n vakman-houtmasjiënwerker wat ooreenkomstig klousule 54 (4) as sodanig geregistreer is en wat geskoolde werk in die aangewese ambagte skrynwerker en houtmasjiënwerker verrig, uitgesonderd die werksaamhede gespesifiseer in die omskrywings van "algemene werker", "skrynwerkmonteerder", "masjiënbediener" en "vervaardigingswerker", en, sonder om die gewone betekenis van die uitdrukking enigsins te beperk, omvat dit—

- (1) in die geval van 'n skrynwerker, 'n werknemer wat as ambagsgesel klas 1 (skrynwerker) of vakman-skrynwerker geregistreer is en wat houtwerk afmerk en uittel, vervaardig, monteër, skaaf en afwerk;

(2) in the case of a wood machinist, an employee who is registered as a tradesman, Class 1 (wood machinist), or a craftsman wood machinist and who is engaged on any one or more of the following:

- (a) The mechanical assembly, including the setting up, removing, replacing and adjusting of cutting blades, and preparation for use of any one or more of the following machines:
 - (i) Spindles (upright and moulding);
 - (ii) four or more cutter moulding machines;
 - (iii) planers;
 - (iv) thicknessers;
 - (v) tenoning machines, including double-ended tenoning machines;
 - (vi) four-siders;
 - (vii) mortisers and gang mortisers;
- (b) attending, operating, starting and stopping any power-driven machine.

"skilled work" means work of a skilled nature which is normally and customarily performed by a person who has served under a contract of apprenticeship or completed a period of training in terms of the Manpower Training Act, 1981, in the designated trades of joiner and wood machinist and, without in any way limiting the ordinary meaning of the expression, includes work which may be performed by joinery assemblers and machine operators, as defined in this clause;

"tradesman" means an employee who performs skilled work in the designated trades of joiner and wood machinist and who is registered as a tradesman, Class 1 (joiner), or a tradesman, Class 1 (wood machinist), in accordance with the provisions of clause 54 (4);

"tradesman, Class 1 (joiner)," means an employee who performs skilled work in the designated trade of joiner and who is registered as a tradesman, Class 1 (joiner), in accordance with the provisions of clause 54 (4);

"tradesman, Class 1 (wood machinist)," means an employee who perform skilled work in the designated trade of wood machinist and who is registered as a tradesman, Class 1 (wood machinist), in accordance with the provisions of clause 54 (4);

"trainee machine operator" means an employee serving under a written contract of traineeship registered in accordance with the provisions of clause 53 (2);

"trainee joiner" means an employee serving under a written contract of traineeship registered in accordance with the provisions of clause 53 (3): Provided that an employee who is eligible to bind himself under a contract of apprenticeship cannot be registered as a trainee joiner;

"wood machinist" means an employee referred to in (2) of the definition of "skilled employee".

53. REGISTRATION OF TRAINEE MACHINE OPERATORS AND TRAINEE JOINERS

(1) *Continuation of contracts of learnership.*—(a) Any employee who, at the date on which this Agreement comes into operation, is employed as a learner under a written contract of learnership registered in accordance with the provisions of clause 69 (3) of the Former Agreement, shall continue to be employed in terms of the conditions of such contract of learnership until the expiration thereof.

(b) For the purposes of paragraph (a), the provisions of clause 69 (3) of Part II of the Former Agreement and clause 11 (4), (9), (10), (11) and (12) of Part I of the Former Agreement shall be deemed to be incorporated in this Agreement and shall apply to an employer who employs an employee referred to in paragraph (a) and to such employee.

(2) *Registration of trainee machine operators.*—(a) Any person who, at the date on which this Agreement comes into operation, is employed as a trainee machine operator under a written contract of traineeship registered by the Council in accordance with the provisions of clause 69 (1) of the Former Agreement, shall be deemed to be a trainee machine operator serving under a contract of traineeship registered in accordance with the provisions of paragraph (b).

(b) Subject to the provisions of paragraph (a), an employer may employ any person as a trainee machine operator under a contract of traineeship registered by the Council *mutatis mutandis* in the manner prescribed in clause 12 (3) of Part I of the Agreement.

(3) *Registration of trainee joiners.*—An employer may employ any person as a trainee joiner under a contract of traineeship registered by the Council *mutatis mutandis* in the manner prescribed in clause 12 (3) of Part I of the Agreement.

(2) in die geval van 'n houtmasjiënwerker, 'n werker wat as ambagsgesel klas 1 (houtmasjiënwerker) of vakman-houtmasjiënwerker geregistreer is en wat een of meer van die volgende werksaamhede verrig:

- (a) Snymesse meganies monteer, met inbegrip van die opstel, verwydering, vervanging en verstelling daarvan, asook die voorbereiding vir gebruik van een of meer van die volgende masjiene:
 - (i) Regop-spille en vormspille;
 - (ii) snyerlysmasjiene met vier of meer beitels;
 - (iii) skaafmasjiene;
 - (iv) dikteskaafmasjiene;
 - (v) tapsnymasjiene, met inbegrip van dubbelkop-tapsnymasjiene;
 - (vi) viersydige masjiene;
 - (vii) tapgat- en meerkop-tapgatmasjiene;
- (b) 'n kragmasjiën versorg, bedien, aan- en afskakel;

"geskoolde werk" werk van 'n geskoolde aard wat in die reël verrig word deur iemand wat 'n vakleerlingkontrak uitgedien het of 'n opleidingstydperk voltooi het ingevolge die Wet op Mannekragopleiding, 1981, in die aangewese ambagte skrynwerker en houtmasjiënwerker en, sonder om die gewone betekenis van die uitdrukking enigins te beperk, omvat dit alle werk wat verrig kan word deur skrynwerkmonteerders en masjiënbedieners soos in hierdie klousule omskryf;

"ambagsgesel" 'n werknemer wat geskoolde werk in die aangewese ambagte skrynwerker en houtmasjiënwerker verrig en wat ooreenkomstig klousule 54 (4) as ambagsgesel klas 1 (skrynwerker) of ambagsgesel klas 1 (houtmasjiënwerker) geregistreer is;

"ambagsgesel klas 1 (skrynwerker)" 'n werknemer wat geskoolde werk in die aangewese ambag skrynwerker verrig en wat ooreenkomstig klousule 54 (4) as ambagsgesel klas 1 (skrynwerker) geregistreer is;

"ambagsgesel, klas 1 (houtmasjiënwerker)" 'n werknemer wat geskoolde werk in die aangewese ambag houtmasjiënwerker verrig en wat ooreenkomstig klousule 54 (4) as ambagsgesel klas 1 (houtmasjiënwerker) geregistreer is;

"kwekeling-masjiënbediener" 'n werknemer wat diens doen ingevolge 'n skriftelike kwekelingkontrak wat ooreenkomstig klousule 53 (2) geregistreer is;

"kwekeling-skrynwerker" 'n werknemer wat diens doen ingevolge 'n skriftelike kwekelingkontrak wat ooreenkomstig klousule 53 (3) geregistreer is: Met dien verstande dat 'n werknemer wat geskik is om homself te bind onder 'n vakleerlingskapkontrak, nie as 'n kwekeling-skrynwerker geregistreer kan word nie;

"houtmasjiënwerker" 'n werknemer in item (2) van die omskrywing van "geskoolde werknemer" bedoel.

53. REGISTRASIE VAN KWEKELING-MASJIËNBEDIENERS EN KWEKELING-SKRYNWERKERS

(1) *Voortsetting van leerkontrakte.*—(a) 'n Werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree in diens is as leerling kragtens 'n skriftelike leerkontrak wat ooreenkomstig klousule 69 (3) van die Vorige Ooreenkoms geregistreer is, moet in diens gehou word ingevolge sodanige leerkontrak totdat dit verstryk.

(b) Vir die toepassing van paragraaf (a) moet klousule 69 (3) van Deel II van die Vorige Ooreenkoms en klousule 11 (4), (9), (10), (11) en (12) van Deel I van die Vorige Ooreenkoms geag word by hierdie Ooreenkoms ingelyf te wees en is dit van toepassing op 'n werkgewer wat 'n werknemer in diens neem soos in paragraaf (a) bedoel en op sodanige werknemer.

(2) *Registrasie van kwekeling-masjiënbedieners.*—(a) Enigiemand wat op die datum waarop hierdie Ooreenkoms in werking tree in diens is as kwekeling-masjiënbediener ingevolge 'n kwekelingkontrak wat ooreenkomstig klousule 69 (1) van die Vorige Ooreenkoms by die Raad geregistreer is, moet geag word 'n kwekeling-masjiënbediener te wees wat diens doen ingevolge 'n kwekelingkontrak wat ooreenkomstig paragraaf (b) geregistreer is.

(b) Behoudens paragraaf (a) kan 'n werkgewer iemand as kwekeling-masjiënbediener in diens neem ingevolge 'n kwekelingkontrak wat *mutatis mutandis* op die wyse in klousule 12 (3) van Deel I van die Ooreenkoms by die Raad geregistreer is.

(3) *Registrasie van kwekeling-skrynwerkers.*—'n Werkgewer kan iemand as kwekeling-skrynwerker in diens neem ingevolge 'n kwekelingkontrak wat *mutatis mutandis* op die wyse in klousule 12 (3) van Deel I van die Ooreenkoms by die Raad geregistreer is.

(4) (a) No employer shall employ any person, other than a foreman, an employee referred to in subclause (1), an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (d), (f), (h), (i) and (j), to perform skilled work unless such person is in possession of a certificate of registration as a trainee machine operator or a trainee joiner issued to him in terms of subclause (2) (b) or (3).

(b) No person, other than a foreman, an employee referred to in subclause (1), an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (d), (f), (h), (i) and (j), shall perform skilled work unless such person is in possession of a certificate of registration as a trainee machine operator or a trainee joiner issued to him in terms of subclause (2) (b) or (3).

54. REGISTRATION OF JOINERY ASSEMBLERS, MACHINE OPERATORS, TRADESMEN JOINERS AND WOOD MACHINISTS, CRAFTSMEN JOINERS AND WOOD MACHINISTS AND WORKING EMPLOYERS

(1) Any certificate of registration as an artisan's assistant, an artisan, a craftsman or a master craftsman which was issued by the Council to an employee in accordance with the provisions of clause 70 or 71 of the Former Agreement and any licence of exemption issued in accordance with the provisions of clause 6 of the Former Agreement permitting an employee to be employed as such, is hereby revoked and any such certificate or licence of exemption shall be deemed to have been withdrawn with effect from the date on which this Agreement comes into operation.

(2) *Registration of joinery assemblers.*—(a) Any certificate of registration as a joinery assembler which was issued by the Council to an employee in accordance with the provisions of clause 69 (4) of the Former Agreement shall be deemed to have been issued in accordance with the provisions of paragraph (c) of this subclause.

(b) Any person, other than a person referred to in paragraph (a) above or in subclauses (3) and (4) or a foreman, a working employer, an apprentice or an employee for whom wages are prescribed in clause 57 (1) (e), (g), (j) and (k) who, as his specific and exclusive function, carries out work which may be performed by joinery assemblers, as defined in clause 52, shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a joinery assembler to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(c) Subject to the provisions of clause 15 of Part I of the Agreement, the Council shall issue a certificate of registration as a joinery assembler to a person who complies with the provisions of paragraph (b).

(3) *Registration of machine operators.*—(a) Any certificate of registration as a machine operator which was issued by the Council to an employee in accordance with the provisions of clause 69 (2) of the Former Agreement shall be deemed to have been issued in accordance with the provisions of paragraph (c) of this subclause.

(b) Any person, other than a person referred to in paragraph (a) above or in subclauses (1) and (4) or a foreman, a working employer, an apprentice or an employee for whom wages are prescribed in clause 57 (1) (e), (g), (j) or (k) who, as his specific and exclusive function, carries out work which may be performed by machine operators, as defined in clause 52, shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a machine operator to be issued to him, and such person shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate in terms of this paragraph.

(c) Subject to the provisions of clause 15 of Part I of the Agreement, the Council shall issue a certificate of registration as a machine operator to a person who complies with the provisions of paragraph (b).

(4) *Registration of tradesmen, Class 1 (joiners and wood machinists), craftsmen joiners and wood machinists and working employers.*—(a) Subject to the provisions of paragraphs (b) and (c) hereof the provisions of clause 13 (6) to (9) inclusive of Part I of the Agreement shall *mutatis mutandis* apply to persons who perform skilled work in the designated trades of joiner and wood machinist under Part II of the Agreement, and to the employers of such persons and to working employers who regularly perform skilled work in the Industry in the designated trades of joiner and wood machinist for 24 hours or more each week.

(b) A person who has—

- (i) completed a period of training as a trainee machine operator under a contract of traineeship registered or deemed to be registered in accordance with the provisions of clause 53 (2); and
- (ii) been employed as a machine operator in the Industry for a period of not less than one year;

(4) (a) 'n Werknemer mag niemand behalwe 'n voorman, 'n werknemer in subklousule (1) bedoel, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 57 (1) (d), (f), (h), (i) en (j) voorgeskryf word in diens neem om geskoolde werk te verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat as kwekelingmasjienbediener of as kwekeling-skrynwerker wat ingevolge subklousule (2) (b) of (3) aan hom uitgereik is.

(b) Niemand behalwe 'n voorman, 'n werknemer in subklousule (1) bedoel, 'n vakleerling, 'n kwekeling of 'n werknemer vir wie lone in klousule 57 (1) (d), (f), (h), (i) en (j) voorgeskryf word, mag geskoolde werk verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat as kwekeling-masjienbediener of kwekeling-skrynwerker wat ingevolge subklousule (2) (b) of (3) aan hom uitgereik is.

54. REGISTRASIE VAN SKRYNWERKMONTEERDERS, MASJIEBEDIENERS, AMBAGSGESEL-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS, VAKMAN-SKRYNWERKERS EN -HOUTMASJIEBEDIENERS EN WERKENDE WERKGEWERS

(1) 'n Registrasiesertifikaat as ambagsman se assistent, ambagsman, vakman of meestervakman wat ooreenkomstig klousule 70 of 71 van die Vorige Ooreenkoms deur die Raad aan 'n werknemer uitgereik is en 'n vrystellingssertifikaat wat ooreenkomstig klousule 6 van die Vorige Ooreenkoms uitgereik is, wat toelaat dat 'n werknemer as sodanig in diens geneem word, word hierby herroep en so 'n registrasie- of vrystellingssertifikaat moet geag word ingetrek te gewees het met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.

(2) *Registrasie van skrynwermonteerders.*—(a) 'n Registrasiesertifikaat as skrynwermonteerder wat ooreenkomstig klousule 69 (4) van die Vorige Ooreenkoms deur die Raad aan 'n werknemer uitgereik is, moet geag word uitgereik te gewees het ooreenkomstig paragraaf (c) van hierdie subklousule.

(b) Iemand, uitgesonderd 'n persoon in paragraaf (a) hierbo of in subklousules (3) en (4) bedoel of 'n voorman, werkende werkgewer, vakleerling of werknemer vir wie lone in klousule 57 (1) (e), (g), (j) en (k) voorgeskryf word, wat as sy spesifieke en uitsluitlike funksie werk verrig wat verrig kan word deur skrynwermonteerders soos in klousule 52 omskryf, moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as skrynwermonteerder, en sodanige persoon moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(c) Behoudens klousule 15 van Deel I van die Ooreenkoms, moet die Raad 'n registrasiesertifikaat as skrynwermonteerder uitreik aan iemand wat aan paragraaf (b) voldoen.

(3) *Registrasie van masjienbedieners.*—(a) 'n Registrasiesertifikaat as masjienbediener wat ooreenkomstig klousule 69 (2) van die Vorige Ooreenkoms deur die Raad aan 'n werknemer uitgereik is, moet geag word uitgereik te gewees het ooreenkomstig paragraaf (c) van hierdie subklousule.

(b) Iemand, uitgesonderd 'n persoon in paragraaf (a) hierbo of in subklousules (1) en (4) bedoel of 'n voorman, werkende werkgewer, vakleerling of werknemer vir wie lone in klousule 57 (1) (e), (g), (j) of (k) voorgeskryf word, wat as sy spesifieke en uitsluitlike funksie werk verrig wat verrig kan word deur masjienbedieners soos in klousule 52 omskryf, moet by die Raad in die vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as masjienbediener, en sodanige persoon moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is ingevolge hierdie paragraaf.

(c) Behoudens klousule 15 van Deel I van die Ooreenkoms, moet die Raad 'n registrasiesertifikaat as masjienbediener uitreik aan iemand wat aan paragraaf (b) voldoen.

(4) *Registrasie van ambagsgeselle klas 1 (skrynwerkers en houtmasjienwerkers), vakman-skrynwerkers en -houtmasjienwerkers en werkende werkgewers.*—(a) Behoudens paragrafe (b) en (c) hiervan is klousule 13 (6) tot en met (9) van Deel I van die Ooreenkoms *mutatis mutandis* van toepassing op persone wat geskoolde werk in die aangewese ambagte skrynwerker en houtmasjienwerker onder Deel II van die Ooreenkoms verrig en op die werkgewers van sodanige persone, en op werkende werkgewers wat gereeld 24 uur of langer elke week geskoolde werk in die Nywerheid in die aangewese ambagte skrynwerker en houtmasjienwerker verrig.

(b) Iemand wat—

- (i) 'n opleidingstydperk as kwekeling-masjienbediener voltooi het kragtens 'n kwekelingkontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig klousule 53 (2); en
- (ii) as masjienbediener in die Nywerheid werksaam was vir 'n tydperk van minstens een jaar;

shall be eligible for registration as a tradesman, Class 1 (wood machinist), *mutatis mutandis* in the manner prescribed in clause 13 (6) of Part I of the Agreement.

(c) A person who has—

- (i) completed a period of training as a trainee machine operator under a contract of traineeship registered or deemed to be registered in accordance with the provisions of clause 53 (2); and
- (ii) been employed as a machine operator in the Industry for a period of not less than one year; and
- (iii) been issued with a National Technical Certificate, Part II (N2), or a higher certificate;

shall be eligible for registration as a craftsman wood machinist *mutatis mutandis* in the manner prescribed in clause 13 (7) of Part I of the Agreement.

(5) (a) No employer shall employ any person, other than a foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (e), (g), (i) and (k), to perform skilled work unless such person is in possession of a certificate of registration issued to him in terms of this clause.

(b) No working employer shall regularly perform skilled work for 24 hours or more each week unless such working employer is in possession of a certificate of registration issued to him in terms of subclause (4).

(c) No person, other than a foreman, an apprentice, a trainee or an employee for whom wages are prescribed in clause 57 (1) (e), (g), (i) or (k), shall perform skilled work unless such person is in possession of a certificate of registration issued to him in terms of this clause.

55. REGISTRATION OF OFF-SITE WORKSHOPS

(1) Every employer in the Building Industry who carries out activities within the Mass-manufacturing Section of the Building Industry in an off-site workshop on the date on which this Agreement comes into operation, who has not already registered with the Council in pursuance of a previous Agreement, and every employer who commences the carrying out of such activities after that date and who wishes to operate under the provisions of Part II of this Agreement, shall apply to the Council, in such forms as may be prescribed by the Council from time to time, for such off-site workshop to be registered with the Council, and shall furnish the following particulars in support of such application:

- (a) His trading name;
- (b)
 - (i) in the case of a sole proprietor, the identity number and name of the proprietor;
 - (ii) in the case of a partnership, the identity numbers and names of the partners, and a certified copy of the partnership agreement;
 - (iii) in the case of a company, the identity numbers and names of the directors, and a copy of the certificate of incorporation;
 - (iv) in the case of a close corporation, the identity numbers and names of the members, and a copy of the certificate of incorporation;
 - (v) in the case of any other body corporate or juristic person, the names and identity numbers of the persons responsible for the administration of such body corporate or juristic person;
- (c) his business address and his *domicilium citandi et executandi*;
- (d) the trade or trades carried out by him;
- (e) the situation of his off-site workshop;
- (f) the number and categories of employees in his employ;
- (g) the machines which will be used by him to carry out such activities;
- (h) the security arrangements made by him to protect the tools and clothes belonging to his employees and to prevent any unauthorised entry to his off-site workshop during and outside normal working hours.

(2) Subject to the provisions of subclause (3), a certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to every employer in respect of each off-site workshop registered by the Council, and each certificate of registration shall specify that such employer is entitled to operate under the provisions of Part II of this Agreement in respect of such off-site workshop.

(3) An off-site workshop shall not be registered by the Council in accordance with the provisions of this clause unless—

- (a) the particulars specified in subclause (1) have been furnished to the Council; and

kwalifiseer vir registrasie as ambagsgesel klas I (houtmasjienwerker) *mutatis mutandis* op die wyse voorgeskryf in klousule 13 (6) van Deel I van die Ooreenkoms.

(c) Iemand wat—

- (i) 'n opleidingstydperk as kwekeling-masjienbediener voltooi het kragtens 'n kwekelingkontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig klousule 53 (2); en
- (ii) as masjienbediener in die Nywerheid werksaam was vir 'n tydperk van minstens een jaar; en
- (iii) aan wie 'n Nasionale Tegnieke Sertifikaat, Deel II (N2), of 'n hoër sertifikaat uitgereik is;

kwalifiseer vir registrasie as vakman-houtmasjienwerker *mutatis mutandis* op die wyse voorgeskryf in klousule 13 (7) van Deel I van die Ooreenkoms.

(5) (a) 'n Werknemer mag niemand, behalwe 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 57 (1) (e), (g), (i) of (k) voorgeskryf word, in diens neem om geskoolde werk te verrig nie, tensy sodanige persoon in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is.

(b) 'n Werkende werkgever mag nie gereeld 24 uur of langer elke week geskoolde werk verrig nie, tensy hy in besit is van 'n registrasiesertifikaat wat ingevolge subklousule (4) aan hom uitgereik is.

(c) Niemand behalwe 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 57 (1) (e), (g), (i) of (k) voorgeskryf word, mag geskoolde werk verrig nie, tensy hy in besit is van 'n registrasiesertifikaat wat ingevolge hierdie klousule aan hom uitgereik is.

55. REGISTRASIE VAN WERKWINKELS BUITE DIE TERREIN

(1) Elke werkgever in die Bounywerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms werksaamhede binne die Massavaardigingseksie van die Bounywerheid in 'n werkwinkel buite die terrein verrig en wat nie reeds ingevolge 'n vorige ooreenkoms by die Raad geregistreer het nie, en elke werkgever wat ná daardie datum met sodanige werksaamhede begin en wat ingevolge Deel II van hierdie Ooreenkoms sake wil doen, moet op die wyse wat die Raad van tyd tot tyd voorskryf by die Raad aansoek doen om die registrasie van so 'n werkwinkel buite die terrein by die Raad, en hy moet die volgende besonderhede ter staving van sy aansoek voorleë:

- (a) Sy handelsnaam;
- (b)
 - (i) in die geval van 'n alleeneienaar, die eienaar se identiteitsnommer en naam;
 - (ii) in die geval van 'n vennootskap, die vennote se identiteitsnommers en name en 'n gewaarmerkte kopie van die vennootskapsooreenkoms;
 - (iii) in die geval van 'n maatskappy, die direkteure se identiteitsnommers en name en 'n kopie van die inkompositiesertifikaat;
 - (iv) in die geval van 'n beslote korporasie, die lede se identiteitsnommers en name en 'n kopie van die inkompositiesertifikaat;
 - (v) in die geval van enige ander regspersoon, die identiteitsnommers en name van die persone wat verantwoordelik is vir die administrasie van sodanige regspersoon;
- (c) sy besigheidsadres en sy *domicilium citandi et executandi*;
- (d) die ambag of ambagte wat hy uitoefen;
- (e) die ligging van sy werkwinkel buite die terrein;
- (f) die getal en klasse werknemers in sy diens;
- (g) die masjiene wat hy sal gebruik om dié werksaamhede te verrig;
- (h) die veiligheidsmaatreëls wat hy getref het om die gereedskap en klere te beskerm wat aan sy werknemers behoort en om te verhinder dat ongemagtigdes sy werkwinkel buite die terrein gedurende en buite die gewone werkdag binnekom.

(2) Behoudens subklousule (3), moet 'n registrasiesertifikaat, deur of die Voorsitter of die Sekretaris van die Raad onderteken, aan elke werkgever uitgereik word ten opsigte van elke werkwinkel buite die terrein wat by die Raad geregistreer is, en elke registrasiesertifikaat moet aandui dat so 'n werkgever daarop geregtig is om ingevolge Deel II van hierdie Ooreenkoms by so 'n werkwinkel buite die terrein sake te doen.

(3) 'n Werkwinkel buite die terrein mag nie ooreenkomstig hierdie klousule by die Raad geregistreer word nie tensy—

- (a) die besonderhede in subklousule (1) gemeld aan die Raad verstrek is; en

- (b) not less than one wood machinist, two machine operators or trainee machine operators and four manufacturing workers are employed in such off-site workshop; and
- (c) not less than six different types of woodworking machines, other than portable electric and/or pneumatic tools, are used in such off-site workshop: Provided that, where an employer uses a number of woodworking machines which are different but which can also be considered as being of a similar type or as falling within a similar range, the Council shall have the right to determine whether or not such off-site workshop is eligible for registration in terms of the requirements of this paragraph; and
- (d) the Council is satisfied that adequate and proper provision has been made by the employer for the protection of his employee's tools and clothes and for the prevention of unauthorised entry to his workshop at all times.
- (4) The Secretary of the Council shall maintain a register of all off-site workshops registered in terms of this clause.

(5) Every employer shall notify the Council forthwith and by registered post of any changes in the particulars furnished by him in accordance with the provisions of subclause (1) on the registration of his off-site workshop, including changes in any partnership or partnership agreement, changes in the directors of a company, changes in the members of a close corporation and changes in the persons responsible for the administration of any other body corporate or juristic person.

56. HOLIDAY PERIOD AND PUBLIC HOLIDAYS

The provisions of clause 28 of Part I of the Agreement shall *mutatis mutandis* apply to this Part: Provided that, notwithstanding anything to the contrary contained in clause 28 (1) of Part I of the Agreement, an employer may, by agreement with his employees, require or permit an employee to work during the periods prescribed in clause 28 (1) of Part I of the Agreement, and allow that employee to take his leave at a time which is agreed upon between the employer and his employees: Provided further than an employer shall notify the Council, in writing, of any agreement made in accordance with the provisions of this subclause.

57. MINIMUM WAGE RATES

(1) Subject to the provisions of subclauses (2), (3) and (4) hereof, clause 58 and clause 32 of Part I of the Agreement read with clause 51 of this Part, no employer shall pay and no employee shall accept wages at rates lower than the following:

Category of employee	Per day
	R
(a) Employees engaged on patrolling premises and guarding property	17,10
	Per hour
	R
(b) General workers	1,88
(c) Manufacturing workers	2,05
(d) Joinery assemblers	2,56
(e) Trainee machine operators serving under contracts of traineeship registered in terms of clause 53 (2):	
(i) First year	2,05
(ii) Second year	2,56
(f) Machine operators	3,65
(g) Trainee joiners serving under contracts of traineeship registered in terms of clause 53 (3) and who have passed the following modules in a recognised competence based modular training scheme:	
(i) Less than 33 per cent	2,25
(ii) 33 per cent or more but less than 66 per cent ...	3,22
(iii) 66 per cent or more	4,19
(h) Tradesmen, Class 1 (joiners and wood machinists)	5,10
(i) Craftsmen joiners and wood machinists and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices and trainees	6,45

- (b) minstens een houtmasjiënwerker, twee masjiënbieders of kwekeling-masjiënbieders en vier vervaardigingswerkers in so 'n werkwinkel buite die terrein in diens is; en
- (c) minstens ses verskillende soorte houtwerkmasjiëne, uitgesonderd vervoerbare elektriese en/of drukluggereedskap, in so 'n werkwinkel buite die terrein gebruik word: Met dien verstande dat waar 'n werkgever 'n aantal houtwerkmasjiëne gebruik wat verskillend is maar wat ook beskou kan word as van dieselfde soort of dat hulle binne dieselfde reeks val, die Raad die reg het om te bepaal of so 'n werkwinkel buite die terrein geskik is vir registrasie ingevolge die vereistes van hierdie paragraaf; en
- (d) die Raad daarvan oortuig is dat die werkgever voldoende en behoorlike voorsiening gemaak het vir die beskerming van sy werknemers se gereedskap en klere en om te voorkom dat ongemagtigdes sy werkwinkel te eniger tyd binnekom.
- (4) Die Sekretaris van die Raad moet 'n register byhou van alle werkwinkels buite die terrein wat ingevolge hierdie klousule geregistreer is.
- (5) Elke werkgever moet die Raad onmiddellik en per geregistreerde pos in kennis stel van alle veranderings van die besonderhede wat hy by die registrasie van sy werkwinkel buite die terrein ooreenkomstig subklousule (1) verstrek het, met inbegrip van veranderings in die vennootskap of die vennootskapsooreenkom, veranderings van die direkteure van die maatskappy, veranderings van die lede van 'n beslote korporasie en veranderings van die persone wat verantwoordelik is vir die administrasie van enige ander regspos.

56. VAKANSIETYDPERK EN OPENBARE VAKANSIEDAE

Klousule 28 van Deel I van die Ooreenkoms is *mutatis mutandis* op hierdie Deel van toepassing: Met dien verstande dat, ondanks andersluidende bepalinge in klousule 28 (1) van Deel I van die Ooreenkoms, 'n werkgever, met die toestemming van sy werknemers, van 'n werknemer kan vereis of hom kan toelaat om te werk gedurende die tydperke in klousule 28 (1) van Deel I van die Ooreenkoms voorgeskryf, en dié werknemer kan toelaat om sy verlof te neem op 'n tyd waarvoor die werkgever en sy werknemers ooreenkom: Voorts met dien verstande dat 'n werkgever die Raad skriftelik in kennis moet stel van 'n ooreenkoms wat ooreenkomstig hierdie subklousule aangegaan is.

57. MINIMUM LOONSKALE

(1) Behoudens subklousules (2), (3) en (4) hiervan, klousule 58 en klousule 32 van Deel I van die Ooreenkoms gelees saam met klousule 51 van hierdie Deel, mag geen loon wat laer is as die volgende deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

Kategorie werknemer	Per dag
	R
(a) Werknemers wat persele patroleer en eiendom bewaak	17,10
	Per uur
	R
(b) Algemene werkers	1,88
(c) Vervaardigingswerkers	2,05
(d) Skrynwermonteerders	2,56
(e) Kwekeling-masjiënbieders wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (2) geregistreer is:	
(i) Eerste jaar	2,05
(ii) Tweede jaar	2,56
(f) Masjiënbieders	3,65
(g) Kwekeling-skrynwerkers wat diens doen ooreenkomstig kwekelingkontrakte wat ingevolge klousule 53 (3) geregistreer is en wat geslaag het in die volgende modules van erkende modulêre opleidingskema wat op vaardigheid gebaseer is:	
(i) Minder as 33 persent	2,25
(ii) 33 persent of meer maar minder as 66 persent	3,22
(iii) 66 persent of meer	4,19
(h) Ambagsesel-skrynwerkers en -houtmasjiënwerkers klas 1	5,10
(i) Vakman-skrynwerkers en -houtmasjiënwerkers en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge en kwekelinge	6,45

Category of employee	Per day R
(j) Employees employed during the probationary period allowed under the Manpower Training Act, 1981	The rate laid down for first year apprentices.
(k) Learners serving under contracts of learnership registered in terms of clause 69 (3) of the Former Agreement:	
(i) First year	2,05
(ii) Second year	2,25
(iii) Third year	3,22
(iv) Fourth year	4,19

(2) The minimum wage rate prescribed in subclause (1) for any employee, other than a person who is registered as a craftsman joiner or wood machinist in accordance with the provisions of clause 54 (4), shall be increased by 5 percent if such employee has been issued with a National Technical Certificate, Part II (N2): Provided that the wage rate so calculated shall be rounded up or down to the nearest cent per hour.

(3) Any employee for whom wages are prescribed in clause 57 (1) (d) to (i) inclusive who is unable to find employment at the minimum rate of pay prescribed in subclause (1) for the category of employee in which he is registered in terms of clause 53 or 54, shall be entitled on application to receive a licence of exemption to permit him to seek employment and to be paid not less than the minimum rate of pay for a lower category of employee.

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

58. WAGE RATES TO BE PAID TO UNREGISTERED PERSONS PERFORMING SKILLED WORK

(1) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in his 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.

(2) For the purposes subclause (1) and notwithstanding anything to the contrary in this Agreement, any person, other than an apprentice, a trainee, an employee for whom wages are prescribed in clauses 57 (1) (G) of Part I, a foreman, a general foreman or a working employer, who performs skilled work in the Industry and who is not registered with the Council in terms of the provisions of clauses 53 or 54, or who is registered as a joinery assembler or machine operator but who performs skilled work other than the specific operations prescribed for such category of employee, shall be deemed to be a person for whom wages are prescribed in clause 57 (1) (h) of Part II.

59. STORAGE OF TOOLS AND CLOTHES

(1) An employer shall—

- (a) ensure that adequate and proper provision has been made for the protection of the tools and clothes of his employees whilst they are stored in his off-site workshop, and for the prevention of unauthorised entry to his off-site workshop during and outside the normal hours of work prescribed in clause 23 of Part I of the Agreement. Whenever possible, all windows, fanlights and other openings should be properly burglar-proofed. Where it is not possible for all windows, fanlights and other openings to be adequately burglar-proofed, the premises on which the off-site workshops is situated should be adequately fenced off and guarded;

Kategorie werknemer	Per dag R
(j) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Mannekragopleiding, 1981, toegelaat word	Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.
(k) Leerlinge wat diens doen ooreenkomstig leerlingkontrakte wat ingevolge klousule 69 (3) van die Vorige Ooreenkoms geregistreer is:	
(i) Eerste jaar	2,05
(ii) Tweede jaar	2,25
(iii) Derde jaar	3,22
(iv) Vierde jaar	4,19

(2) Die minimum loonskaal in subklousule (1) voorgeskryf vir 'n werknemer, uitgesonderd iemand wat ooreenkomstig klousule 54 (4) as vakman-skryner of -houtmasjienwerker geregistreer is, moet met 5 persent verhoog word indien 'n Nasionale Tegniese Sertifikaat Deel II (N2), aan sodanige werknemer uitgereik is: Met dien verstande dat die aldus berekende loonskaal tot die naaste sent per uur afgerond moet word.

(3) 'n Werknemer vir wie lone in klousule 57 (1) (d) tot en met (i) voorgeskryf word en wat nie werk kan vind teen die minimum loonskaal in subklousule (1) voorgeskryf vir die kategorie werknemer waarin hy ingevolge klousule 53 of 54 geregistreer is nie, kan op aansoek 'n vrystellingsertifikaat ontvang wat hom toelaat om werk te soek en om minstens die minimum loonskaal vir 'n laer kategorie werknemer betaal te word.

(4) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, verminder word nie, en 'n werknemer wat op genoemde datum besoldiging ontvang wat hoër is as dié wat vir sy kategorie werknemer voorgeskryf word, moet sodanige hoër loon bly ontvang terwyl hy in dieselfde kategorie werknemer by dieselfde werkgever in diens is.

58. LOONSKALE WAT BETAAL MOET WORD AAN ONGERE-GISTREERDE PERSONE WAT GESKOOLDE WERK VERRIG

(1) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalinge in hierdie Ooreenkoms word geen bepaling wat die indiensneming van 'n persoon verbied, geag die 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.

(2) Vir die toepassing van subklousule (1) en ondanks andersluidende bepalinge in hierdie Ooreenkoms, moet iemand, uitgesonderd 'n vakleerling, kwekeling, werknemer vir wie lone in klousule 57 (1) (G) van Deel I voorgeskryf word, 'n voorman, algemene voorman of werkende werkgever, wat geskoolde werk in die Nywerheid verrig en wat nie ingevolge klousule 53 of 54 by die Raad geregistreer is nie, of wat as 'n skrynerwerk-monteerder of 'n masjienbediener geregistreer is maar wat ander geskoolde werk verrig as die spesifieke werksaamhede wat vir sodanige kategorie werknemer voorgeskryf word, geag word 'n persoon te wees vir wie lone in klousule 57 (1) (h) van Deel II voorgeskryf word.

59. BEWARING VAN GEREEDSKAP EN KLERE

(1) 'n Werkgever—

- (a) moet sorg dat daar voldoende en behoorlike voorsiening is vir die beskerming van die gereedskap en klere van sy werknemers terwyl dit in sy werkwinkel buite die terrein bewaar word en dat geen ongemagtigdes tot sy werkwinkel buite die terrein toegelaat word gedurende en buite die gewone werkure in klousule 23 van Deel I van die Ooreenkoms voorgeskryf nie. Waar moontlik, moet alle vensters, boligte en ander openinge behoorlik met diefwering beskerm word. Waar dit nie moontlik is dat alle vensters boligte en ander openinge voldoende met diefwering beskerm kan word nie moet die perseel waarop die werkwinkel buite die terrein geleë is voldoende omhein en bewaak word;

(b) be liable for any loss of or damage to tools or clothes belonging to an employee and which are stored in off-site workshops, where such loss or damage is caused by fire, and such tools and clothes shall be insured by an employer against such loss or damage: Provided that the total liability of an employer shall not exceed R500 in respect of tools or clothes belonging to any one employee.

(2) If an employer—

- (a) fails to provide adequate protection for his employees' tools and clothes in the manner prescribed in subclause (1) (a); or
- (b) fails to take adequate steps to prevent unauthorised entry to his offsite workshop in the manner prescribed in subclause (1) (a); or
- (c) fails to insure the tools of an employee against loss and/or damage by fire in terms of subclause (1) (b);

such employer shall, if an employee loses his tools as a result of such act or omission, be liable for the loss of such tools.

(3) If an employer is liable for the loss of an employee's tools or clothes as the result of the acts or omissions described in subclause (2), the Council shall have the right to purchase such tools or clothes on behalf of such employee and to recover the cost thereof from such employer.

(4) The provisions of subclause (2) in relation to the loss of tools—other than the loss or damage of tools by fire—shall not apply in respect of an employee unless such tools are stored in a tool box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools: Provided that—

- (i) the keeping by an employee, in off-site workshops, of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature, shall be deemed to be in compliance with the requirements of this clause; and
- (ii) in the event of such tools as are referred to in proviso (i) above being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of subclause (2).

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

(6) The decision of the Council under the provisions of this clause shall be final in any respect whatsoever and particularly regarding the amount of any compensation to be paid by an employer to an employee or to the Council in accordance with the provisions of subclause (3), for tools lost by fire or any other cause.

Signed at Durban, on behalf of the parties, this 26th day of February 1987.

M. LIPSHITZ,
Chairman.

R. D. PICKLES,
Member.

K. H. DAVEL,
Secretary.

(b) is aanspreeklik vir verlies of beskadiging van die gereedskap of klere wat aan 'n werknemer behoort en wat in werkwinkels buite die terrein bewaar word, as sodanige verlies of beskadiging deur brand veroorsaak word, en die werkgewer moet sodanige gereedskap en klere teen sodanige verlies of beskadiging verseker. Met dien verstande dat die totale aanspreeklikheid van 'n werkgewer hoogstens R500 ten opsigte van die gereedskap of klere van 'n bepaalde werknemer mag beloop.

(2) As 'n werkgewer—

- (a) versuim om voldoende beskerming vir sy werknemers se gereedskap en klere te verskaf op die wyse in subklousule (1) (a) voorgeskryf; of
- (b) versuim om voldoende stappe te doen ter voorkoming van ongemagtigde toegang tot sy werkwinkel buite die terrein op die wyse in subklousule (1) (a) voorgeskryf; of
- (c) versuim om die gereedskap van 'n werknemer ingevolge subklousule (1) (b) teen verlies en/of beskadiging weens brand te verseker;

is sodanige werkgewer aanspreeklik vir die verlies van sodanige gereedskap indien 'n werknemer dit as gevolg van sodanige optrede of versuim verloor.

(3) As 'n werkgewer aanspreeklik is vir die verlies van 'n werknemer se gereedskap of klere as gevolg van die optrede of versuim in subklousule (2) beskryf, het die Raad die bevoegdheid om sodanige gereedskap of klere namens so 'n werknemer aan te koop en om die koste daarvan op die werkgewer te verhaal.

(4) Subklousule (2) in verband met die verlies van gereedskap—uitgesonderd verlies of beskadiging weens brand—is nie ten opsigte van 'n werknemer van toepassing nie tensy sodanige gereedskap weggepak is in 'n gereedskapkis wat veilig toegesluit kan word en wat te alle tye behoorlik toegesluit gehou word behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen. Met dien verstande dat—

- (i) die bewaring deur 'n werknemer, in werkwinkels buite die terrein, van gereedskap wat vanweë hul lengte, vorm, grootte of ander soortgelyke eienskappe, gewoonlik nie in kiste bewaar word nie, geag word in ooreenstemming te wees met die vereistes van hierdie klousule; en
- (ii) ingeval die gereedskap in voorbehoudsbepaling (i) hierbo bedoel, verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy sodanige gereedskap nie in 'n kis geplaas en toegesluit het nie, sy regte en voorregte ingevolge subklousule (2) ontsê word nie.

(5) Behoudens die voorafgaande bepalings is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapkis te plaas en sodanige gereedskapkis behoorlik toegesluit te hou.

(6) Die beslissing van die Raad ooreenkomstig hierdie klousule is finaal in alle opsigte en veral ten opsigte van die bedrag wat 'n werkgewer aan 'n werknemer of ooreenkomstig subklousule (3) aan die Raad as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is. Namens die partye op hede die 26ste dag van Februarie 1987 te Durban onderteken.

M. LIPSHITZ,
Voorsitter.

R. D. PICKLES,
Lid.

K. H. DAVEL,
Sekretaris.

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