

REPUBLIEK
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REPUBLIC
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Staatskoerant Government Gazette

Verkoopprijs • Selling price
(AVB uitgesluit/GST excluded)

Plaaslik **50c** Local
Buitelands **70c** Other countries
Posvry • Post free

**Regulasiekoerant
Regulation Gazette
No. 4143**

As 'n Nuusblad by die
Poskantoor geregistreer
Registered at the Post Office
as a Newspaper

Vol. 269

PRETORIA, 6 NOVEMBER 1987

No. 11019

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 2473

6 November 1987

WET OP ARBEIDSVERHOUDINGE, 1956

BOU- EN MONUMENTKLIPMESSSELNYWERHEID,
BLOEMFONTEIN.—HOOFOOREENKOMS

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 die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 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, 13, 14 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 OKTOBER 1988 eindig, bindend is vir alle 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.

603—A

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2473

6 November 1987

LABOUR RELATIONS ACT, 1956

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.—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 the second Monday after the date of publication of this notice and for the period ending 31 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, 13, 14 and 23, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 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.

11019—1

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID
(BLOEMFONTEIN)

OOREENKOMS

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

Master Builders' and Allied Trades Association, Bloemfontein

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

Amalgamated Union of Building Trade Workers of South Africa
en

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Bloemfontein).

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1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

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

- deur alle werkgewers wat lede is van die werkgewersorganisasie en alle werknemers wat lede is van die vakverenigings;
- in die landdrosdistrik Bloemfontein.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(BLOEMFONTEIN)

AGREEMENT

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

Master Builders' and Allied Trades Association, Bloemfontein

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

Amalgamated Union of Building Trade Workers of South Africa
and

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 (Bloemfontein).

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1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

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

- by all employers who are members of the employers' organisation and all employees who are members of the trade unions;
- in the Magisterial District of Bloemfontein.

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

- (a) slegs van toepassing op dié klasse werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op leerlingambagsmanne;
- (b) van toepassing op vakleerlinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;
- (c) van toepassing op kwekelinge slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;
- (d) van toepassing op werkende vennote en werkende direkteurs, prinsipale en aannemers;
- (e) nie van toepassing op persone wat betrokke is by die installering en/of bedrading van elektriese lig, verwarmings- of ander permanente vaste elektriese toebehore in geboue of die herstel of onderhoud van hysers in geboue wanneer sodanige werk deur 'n werk-gewer onderneem word wat onder die jurisdiksie van 'n ander Nywerheidsraad val nie;
- (f) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap, konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding en toesighoudende personeel;
- (g) nie van toepassing op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in paragraaf G van die Registrasiesertifikaat van die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van Suid-Afrika nie;
- (h) onderworpe aan die bepalings van alle vasstellings gemaak deur die Nywerheidshof met betrekking tot die Bounywerheid en Meubelnywerheid.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van een jaar of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

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

“algemene werker” ’n werknemer wat enige werk in die Nywerheid kan verrig maar wat nie aan die omskrywing van ’n “ambagsman”, “ongekwalifiseerde ambagsman” of “leerling-ambagsman” voldoen nie;

“ambagsman” iemand, uitgesonderd ’n vakleerling, wat—

- (a) onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms as ’n vakman of meestersvakman in die Nywerheid werksaam was; of
- (b) ’n vaardigheidstoets wat deur die Raad goedgekeur is, suksesvol afgeleë het;

Met dien verstande dat ’n werkgewer van ’n paragraaf (a) bedoelde werknemer kan vereis om binne ses maande na die inwerkingtreding van hierdie Ooreenkoms ’n goedgekeurde vaardigheidstoets suksesvol af te lê;

“ambagsmanswerk” werk soos uiteengesit in die praktiese opleidingsprogram van die Nasionale Mannekragopleidingskomitee vir die Bounywerheid;

“Bounywerheid” sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en/of bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat verrig of uitgevoer word deur persone wat by genoemde Nywerheid betrokke is;

“bouwerk” ook mure, grens-, tuin- en keermure, monumente, grafstene en allerlei soort kerkhofgedenkstene;

“dag” die tydperk van 24 uur van middernag tot middernag;

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

- (a) only apply to those classes of employees for whom wages are prescribed in this Agreement and to learner artisans;
- (b) apply to apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;
- (c) apply to trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions fixed thereunder;
- (d) apply to working partners and working directors, principals and contractors;
- (e) not apply to persons who are engaged in the installation or wiring of lighting, heating, or other permanent electrical fixtures in buildings or the repair or maintenance of lifts in buildings where such work is undertaken by an employer who falls under the jurisdiction of another Industrial Council;
- (f) not apply to university students and graduates in building science, construction supervisors, construction surveyors and other such persons doing practical work in the completion of their academic training and supervisory personnel;
- (g) not include the Iron, Steel, Engineering and Metallurgical Industries as defined in paragraph G of the Certificate of Registration of the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry of South Africa;
- (h) be subject to the provisions of any determination by the Industrial Court in relation to the Building Industry and Furniture Industry.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force for a period of one year or for such period as may be determined by him.

3. DEFINITIONS

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

“general worker” means an employee who is permitted to perform any work in the Industry, excluding work as defined in the definition of “artisan”, “unqualified artisan” or “learner artisan”;

“artisan” means a person, excluding an apprentice, who—

- (a) immediately prior to the date on which this Agreement comes into operation was engaged in the Industry as a craftsman or master craftsman; or
- (b) successfully completed a proficiency test approved by the Council;

Provided that an employer may require an employee referred to in paragraph (a) to successfully complete and approved proficiency test within six months after the date on which this Agreement comes into operation;

“artisan’s work” means any work specified in the practical training schedule of the National Manpower Training Committee for the Building Industry;

“Building Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the site of the building of structure or elsewhere, and shall include all work executed or carried out by persons therein;

“structure” includes walls, boundary, garden and retaining walls, monuments, grave-stones and cemetery memorials of all types;

“day” means the period of 24 hours from midnight to midnight;

"geskoolde werknemer" 'n ambagsman se assistent, leerlingambagsman, vakleerling, kwekeling, ambagsman, vakman, meestervakman of toesighoudende personeel wat in hierdie Ooreenkoms toegelaat word om geskoolde werk te verrig;

"gewone werkure" die werkure voorgeskryf in klousule 8;

"leerling-ambagsman" 'n werknemer wat by sy werkgever in diens is ooreenkomstig 'n skriftelike dienskontrak wat behoorlik deur die Raad goedgekeur en by die Raad geregistreer is om hom sodoende te bekwaam as 'n geskoolde werknemer, en wat nie vir 'n vakleerlingskap ingevolge die Wet op Mannekragopleiding, 1981, kwalifiseer nie;

"loon" daardie gedeelte van die besoldiging wat ingevolge klousule 4 in die vorm van geld aan die werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 8 voorgeskryf. Met dien verstande dat as 'n werkgever 'n werknemer gereeld ten opsigte van sodanige gewone werkure 'n hoër bedrag betaal as dié wat in klousule 4 voorgeskryf word, dit sodanige hoër bedrag beteken; en vir die toepassing van hierdie omskrywing beteken "gereeld" twee agtereenvolgende betalings;

"meestervakman" iemand wat geregistreer is ingevolge klousule 7 van hierdie Ooreenkoms en wat geskoolde werk soos omskryf mag verrig;

"noodsaaklike dienste" alle werk wat noodwendig verrig moet word ten einde die voorseting van 'n ander nywerheid, saak of onderneming te verseker, of 'n dringende aangeleentheid wat nie gedurende die gewone werkure soos in klousule 8 voorgeskryf word afgehandel kan word nie;

"noodwerk" werk wat dringend verrig moet word om die gesondheid en veiligheid van die publiek te verseker of ander werk van dringende noodsaaklikheid wat nie voorsien of verhoed kon word nie;

"Nywerheid" die Bounywerheid soos in hierdie Ooreenkoms omskryf;

"ongekwalifiseerde ambagsman"—

(a) 'n werknemer wat as 'n leerling-ambagsman in diens is en wat twee keer gedruip het 'n kursus soos deur die Raad voorgeskryf voordat hy sy leerlingskap voltooi het;

(b) 'n werknemer wat van buite die Raad se gebiedsbestek afkomstig is, wat op ambagstatus aanspraak maak en ambagsmanswerk verrig, maar wat nie 'n vaardigheidstoets wat deur die Raad goedgekeur is suksesvol afgeleë het nie;

Met dien verstande dat sodanige werknemer binne 12 maande na sy diensaanvaarding tot die aflegging van sodanige toets toegelaat moet word; of

(c) 'n werknemer wat onmiddellik voor die inwerkingtreding van hierdie Ooreenkoms as 'n ambagsman, vakman of meestervakman in die Nywerheid werksaam was, en wat nie die vaardigheidstoets wat deur die Raad goedgekeur is, suksesvol afgeleë het nie;

"oortyd" tyd wat gewerk word bo en behalwe die getal gewone werkure wat in klousule 8 voorgeskryf word, en omvat dit tyd wat gewerk word op openbare vakansiedae of gedurende die vakansietydperk wat in klousule 10 voorgeskryf word;

"Raad" die Nywerheidsraad vir die Bounywerheid, Bloemfontein, wat geag word geregistreer te wees ingevolge artikel 19 van die Wet;

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

"stukwerk" 'n werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik gebaseer word op die hoeveelheid of omvang van die werk wat hy verrig het;

"toesighoudende personeel" 'n werknemer wat—

(a) hoofsaaklik in 'n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van 'n ambagsman kan doen;

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

(c) dissipline handhaaf; en

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

"toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, wat gemaak is van beton, baksteen, hout, yster of 'n kombinasie daarvan, wat stewig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefstaling voorsien is en wat geheel en al so gebou is dat die gereedskap en klere van werknemers te eniger tyd veilig daarin bewaar kan word;

"skilled employee" means any artisan's assistant, learner artisan, apprentice trainee artisan, craftsman, master craftsman or supervisory personnel who is permitted to perform skilled work in this Agreement;

"ordinary working hours" or "ordinary hours of work" means the hours of work prescribed in clause 8;

"learner artisan" means an employee who is employed by his employer under written contract of service duly approved by and registered with the Council to enable him to qualify as a skilled employee, and who does not qualify for an apprenticeship in terms of the Manpower Training Act, 1981;

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 4 in respect of the ordinary hours laid down in clause 8: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount; (and the purposes of this definition, "regularly" means two subsequent payments);

"master craftsman" means any person registered in terms of clause 7 of this Agreement and who is permitted to perform skilled work, as defined;

"essential services" means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 8;

"emergency work" means any work which must urgently be performed to ensure the health and safety of the public or other work of pressing necessity which could not have been foreseen or prevented;

"Industry" means the Building Industry as defined in this Agreement;

"unqualified artisan" means—

(a) an employee who is employed as a learner artisan and has failed will in the course prescribed by the Council prior to completion of his learnership;

(b) an employee who is originated from an area outside the area of jurisdiction of this Council, who claims artisan status and who performs artisan's work but who has not passed the proficiency test approved by the Council;

Provided that such employee must be permitted to undergo such test within 12 months after date of employment; or

(c) an employee who immediately prior to the date on which this Agreement comes into operation was engaged in the Industry as an artisan, craftsman or master craftsman and who has not passed the proficiency test approved by the Council;

"overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 8 and shall include time worked on public holidays or during the holiday period prescribed in clause 10;

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

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

"piece-work" means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done;

"supervisory personnel" means an employee who—

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

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

(c) maintains discipline; and

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

"lock-up" means any shed, room, workshop, factory or similar place, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, all windows, fanlights and other openings to be properly burglarproofed, the whole to be so constructed as to provide a place for the safe-keeping of employees' tools and clothes at any time;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of geag word geregistreer te wees, en ook 'n minderjarige wat ingevolge daardie Wet op proef in diens geneem is;

"vakman" iemand wat geregistreer is ingevolge klousule 7 van hierdie Ooreenkoms en wat geskoolde werk soos omskryf mag verrig;

"week", ten opsigte van 'n werknemer, die tydperk van sewe dae waarin die werkweek van dié werknemer gewoonlik val, en vir die toepassing van hierdie omskrywing beteken "werkweek" ses werkdade;

"werkdag" 'n dag behalwe Sondag, 'n dag wat ingevolge artikel 1 van die Wet op Openbare Feesdae, 1952 (Wet 5 van 1952), 'n openbare feesdae is of kragtens artikel 2 van daardie Wet as sodanig verklaar is en die jaarlikse verlof in klousule 10 van hierdie Ooreenkoms voorgeskryf;

"Wet" die Wet op Arbeidsverhoudinge, 1956.

4. LONE

(1) *Algemeen*.—Geen lone wat laer is as dié hieronder genoem, mag deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

	Sent per uur
(a) Ambagsman	500
(b) Alle ander werknemers	115

(2) *Grondslag van kontrak*.—Vir die toepassing van hierdie klousule berus 'n werknemer se dienskontrak op 'n weeklikse grondslag en moet 'n werknemer, behoudens klousule 6 vir die week minstens sy uurloon betaal word soos voorgeskryf in subklousule (1), vermenigvuldig met die getal gewone werkure in klousule 8 vir 'n werknemer van sy klas voorgeskryf, of hy in dié week die maksimum getal werkure op hom van toepassing of minder gewerk het.

(3) *Berekening van lone*.—(a) Die weekloon van 'n werknemer is sy uurloon vermenigvuldig met—

- (i) 40, in die geval van 'n ambagsman; en
- (ii) 45, in die geval van alle ander klasse werknemers.

(b) Die dagloon van 'n werknemer is sy uurloon maal die getal daaglikse gewone ure soos in klousule 8 vir die betrokke klas werknemer voorgeskryf.

(c) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon.

(4) *Behoud van besoldiging*.—Niks in hierdie Ooreenkoms moet 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 hoër besoldiging ontvang as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy dieselfde klas werk by dieselfde werkgever verrig.

5. INDIENSNEMING VAN JEUGDIGES

Geen jeugdige onder die ouderom van 15 jaar mag in die Nywerheid in diens geneem word nie.

6. BETALING VAN BESOLDIGING

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, moet lone, verdienste vir oortyd, toelaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, weekliks in kontant betaal word voor of op die gewone uitskeityd op Vrydag of by beëindiging van diens indien dit vóór Vrydag geskied. Met dien verstande dat—

- (a) betaling kan geskied op 'n dag vóór Vrydag indien die werkgever en die werknemer só ooreenkom en indien die werkgever 'n skriftelike kennisgewing van so 'n verandering aan die Raad stuur;
- (b) wanneer Vrydag 'n vakansiedag in die Bounywerheid is, betaling moet geskied op die Donderdag wat so 'n vakansiedag voorafgaan.

(2) Lone, verdienste vir oortydwerk, toelaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, moet in 'n verseëelde kovert of houër wees waarop die volgende besonderhede verskyn of wat vergesel gaan van 'n staat wat die volgende besonderhede aantoon:

- (a) Die werkgever se naam;
- (b) die werknemer se naam of sy nommer op die betaalstaat en sy beroep;
- (c) die getal gewone ure wat die werknemer gewerk het;
- (d) die getal oortydure wat die werknemer gewerk het;
- (e) die werknemer se loon;

"apprentice" means an employee serving under a written contract of apprenticeship, registered or deemed to have been registered under the provisions of the Manpower Training Act, 1981, and includes a minor employed on probation under that Act;

"craftsman" means any person registered in terms of clause 7 of this Agreement and who is permitted to perform skilled work as defined;

"week" means, in relation to any employee, the period of seven days within which the working week of that employee ordinarily falls, and, for the purposes of this definition, "working week" means six working days;

"working day" means any day other than Sunday, a public holiday in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1952 (Act 5 of 1952), and the annual leave prescribed in clause 10 of this Agreement;

"Act" means the Labour Relations Act, 1956.

4. WAGES

(1) *General*.—No employer shall pay and no employee shall accept wages at rates lower than the following:

	Cents per hour
(a) Artisan	500
(b) All other employees	115

(2) *Basis of contract*.—For the purpose of this clause, the contract of employment of an employee shall be on a weekly basis, and, save as provided in clause 6, an employee shall be paid in respect of a week not less than his hourly wage prescribed in subclause (1), multiplied by the number of ordinary hours of work prescribed in clause 8 for an employee of his class; whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

(3) *Calculation of wages*.—(a) The weekly wage of an employee shall be his hourly wage multiplied by—

- (i) 40, in the case of an artisan; and
- (ii) 45, in the case of all other categories of employees.

(b) The daily wage of an employee shall be his hourly wage multiplied by the number of daily ordinary hours as prescribed in clause 8 for the class of employee concerned.

(c) The monthly wage of an employee shall be four and a third times his weekly wage.

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

5. EMPLOYMENT OF JUVENILES

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

6. PAYMENT OF REMUNERATION

(1) Except where otherwise provided in this Agreement, wages, earnings for overtime, allowances and all other remuneration due to an employee shall be paid in cash weekly not later than the normal finishing time on Friday or on termination of employment if this takes place before Friday: Provided that—

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

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

- (a) the employer's name;
- (b) the employee's name or his number on the pay-roll and his occupation;
- (c) the number of ordinary hours worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;

- (f) besonderhede van alle ander besoldiging wat uit die werknemer se diens voortvloei;
 - (g) besonderhede van alle aftrekkings wat gemaak is;
 - (h) die werklike bedrag wat aan die werknemer betaal is; en
 - (i) die tydperk ten opsigte waarvan die betaling geskied;
- en so 'n koevert of houer waarop hierdie besonderhede verskyn of so 'n staat word die eiendom van die werknemer.

(3) *Koop van goedere.*—'n Werkgewer mag nie van sy werknemer vereis om van hom of van enige winkel, plek of persoon wat hy aanwys, goedere te koop nie.

(4) *Aftrekkings.*—'n Werknemer mag nie sy werknemer boetes opleë of bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

- (a) Bedrae ingevolge 'n bepaling van 'n gepubliseerde ooreenkoms van die Raad;
- (b) met die skriftelike toestemming van sy werknemer, bedrae vir siekte-, bystand-, versekerings-, spaar-, voorsorg- of pensioenfondse waarvoor daar nie in hierdie Ooreenkoms voorsiening gemaak word nie;
- (c) 'n bedrag wat 'n werkgewer regtens of op bevel van 'n bevoegde hof moet of mag aftrek;
- (d) behoudens andersluidende bepalings in hierdie Ooreenkoms, waar 'n werknemer van sy werk afwesig is, uitgesonderd op las of versoek van sy werkgewer, 'n bedrag in verhouding tot die tydperk van sy afwesigheid en bereken op die grondslag van die loon wat so 'n werknemer ten opsigte van sy gewone werkure ten tyde van sodanig afwesigheid ontvang het;
- (e) met die skriftelike toestemming van sy werknemer, 'n bedrag van hoogstens R7 per week waar kos en inwoning deur die werkgewer verskaf word: Met dien verstande dat sodanige inwoning binne 'n Swart dorp geleë is;
- (f) bedrae ten opsigte van ledegeld van die vakverenigings wat 'n party by die Raad is.

(5) *Aanmelding van nie-betaling.*—'n Werknemer wat ingevolge hierdie Ooreenkoms of 'n ander ooreenkoms van die Raad in aanmerking kom vir die betaling van lone en/of toelaes deur sy werkgewer op 'n betaaldag en wat nie ingevolge hierdie klousule betaal is nie en wat sodanige nie-betaling binne 14 dae vanaf die datum waarop hy aldus betaal moes gewees het aan die Raad gerapporteer het, is geregtig op betaling deur die Raad uit die waarborg wat die Raad ingevolge klousule 16 hou slegs indien daar genoegsame geld ingevolge sodanige waarborg beskikbaar is: Met dien verstande dat dit nie die reg van 'n werknemer raak om sodanige nie-betaling te eniger tyd aan die Raad te rapporteer en die Raad se verpligting om 'n bedrag wat aan so 'n werknemer verskuldig is, te verhaal nie.

(6) *Betaling ten opsigte van openbare vakansiedae.*—(a) Behoudens subklousule (4) moet 'n werkgewer 'n werknemer, indien die werknemer nie op die openbare vakansiedae bedoel in klousule 8 (1) (c) werk nie, minstens sy weekloon betaal vir die week waarin so 'n openbare vakansiedag val.

(b) As 'n werknemer werk op die openbare vakansiedae soos in klousule 8 bedoel moet sy werkgewer hom behoudens subklousule (4) vir die week waarin sodanige vakansiedag val minstens sy weekloon betaal, plus sy dagloon vir elke dag aldus gewerk.

(c) Subklousules (1) en (2) is *mutatis mutandis* van toepassing op vakleerlinge en werknemers in diens gedurende die proeftydperk toegelaat kragtens die Wet op Mannekragopleiding, 1981.

(7) *Afwesigheid voor of na openbare vakansiedae.*—'n Werknemer wat afwesig is van sy werk—

- (a) sonder sy werkgewer se toestemming; en/of
 - (b) as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon; en/of
 - (c) om 'n ander rede wat nie deur die Raad as geldig beskou word nie;
- op die werkdag onmiddellik voor of na 'n openbare vakansiedag met besoldiging in klousule 8 (1) (c) bedoel, is nie op betaling vir sodanige dag/dae geregtig nie en die werkgewer is geregtig om verder van loongeld wat die werknemer reeds verdien het, die loon vir die betrokke aantal werkdagte waarop hy aldus afwesig was in ooreenstemming met die omstandighede hierbo beskryf, met 'n maksimum van twee, af te trek.

7. REGISTRASIE VAN AMBAGSMANNE

Elke ambagsman moet, binne drie maande na die datum van inwerking-treding van hierdie Ooreenkoms en in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om registrasie.

- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made;

and such envelope or container on which these particulars are recorded or such statement shall become the property of the employee.

(3) *Purchase of goods.*—An employer shall not require his employee to purchase any goods from him or from any shop, place or person nominated by him.

(4) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration: Provided that he may make—

- (a) deductions provided for in a published agreement of the Council;
- (b) with the written consent of his employee, deductions for sick, benefit, insurance, savings, provident or pension funds not provided for in this Agreement;
- (c) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;
- (d) except where otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours or work at the time of such absence;
- (e) with the written consent of his employee an amount of not more than R7 per week where board and lodging are provided by the employer: Provided such lodging is situated within the Black village;
- (f) deductions in respect of subscriptions to the trade unions who are parties to the Council.

(5) *Reporting non-payment.*—An employee who qualified in terms of this or any other Agreement of the Council for payment of wages and/or allowances by his employer on any pay-day and who was not paid in terms of this clause and who has reported such non-payment to the Council within 14 days from the date on which he should have been so paid, shall be entitled to payment by the Council from the guarantee held by it in terms of clause 16 only if sufficient moneys are available in terms of such guarantee: Provided that this shall not affect the right of an employee to report such non-payment to the Council at any time and the Council's obligation to recover any amount which may be due to such an employee.

(6) *Payment in respect of public holidays.*—(a) Subject to the provision of subclause (4), if an employee does not work on the public holiday referred to in clause 8 (1) (c), his employer shall pay him for the week in which such public holiday falls not less than his weekly wage.

(b) Whenever an employee works on the public holidays referred to in clause 8, his employer shall, save as provided in clause (4), pay him in respect of this week in which such public holiday falls not less than his weekly wage, plus his daily wage in respect of each day so worked.

(c) The provisions of subclauses (1) and (2) shall *mutatis mutandis* apply to apprentices and employees employed during the probationary period allowed under the Manpower Training Act, 1981.

(7) *Absenteeism before or after public holidays.*—An employee who absents himself—

- (a) without his employer's permission; and/or
- (b) due to illness without being able to produce a medical certificate; and/or
- (c) for any other reason not considered valid by the Council;

on the working day immediately before or after a paid public holiday referred to in clause 8 (1) (c) shall not be entitled to payment for such day(s) and the employer shall be entitled to further deduct from the employee's wages already earned, the wages for the relevant number of working days, with a maximum of two, on which he has so absented himself in accordance with the circumstances described above.

7. REGISTRATION OF ARTISANS

Every artisan, shall, within three months of the date of coming into operation of this Agreement, apply to the Council, in such form as may be prescribed by the Council from time to time for registration.

8. WERKDAE EN WERKURE

(1) Geen werkgewer mag vereis of toelaat dat sy werknemers—

- (a) (i) in die geval van 'n ambagsman meer as 40 uur in 'n bepaalde week of meer as agt uur op 'n bepaalde dag werk nie;
- (ii) in die geval van alle ander werknemers meer as 45 uur in 'n bepaalde week of meer as nege uur op 'n bepaalde dag werk nie;
- (b) langer as vyf uur sonder 'n pouse van minstens 30 minute werk nie: Met dien verstande dat 'n werkgewer dié pouse tot een uur kan verleng indien hy dit nodig ag;
- (c) op 'n Sondag, 'n dag wat ingevolge artikel 1 van die Wet op Openbare Feesdae, 1952 (Wet 5 van 1952), 'n openbare feesdag is of kragtens artikel 2 van daardie Wet as sodanig verklaar is of gedurende die jaarlikse verloftyd wat in klousule 10 van hierdie Ooreenkoms voorgeskryf is, werk nie, tensy die skriftelik toestemming van die Raad verkry is.

(2) Geen werknemer mag, terwyl hy by 'n werkgewer in diens is, op die dae in subklousule (1) (c) vermeld, gedurende die verloftydperk in klousule 10 bedoel en buite die gewone werkure in subklousule (1) hierbo voorgeskryf, werk wat in hierdie Ooreenkoms beskryf word, in die Bounywerheid of 'n ander nywerheid vra, onderneem of verrig nie, hetsy vir vergoeding al dan nie, behalwe dat sodanige werknemer slegs vir homself werk mag verrig.

9. OORTYDWERK, BETALING VIR OORTYDWERK EN WERK OP SEKERE DAE

(1) *Algemeen.*—'n Werkgewer mag nie oortyd werk of van 'n werknemer vereis of hom toelaat om oortyd te werk nie: Met dien verstande dat daar daagliks drie uur langer as die werkure in klousule 8 voorgeskryf gewerk mag word sonder die toestemming van die Raad. Toestemming om daagliks langer as drie uur oortyd te werk moet skriftelik vooraf deur die werkgewer van die Raad verkry word. Skriftelike toestemming om oortyd te werk aan noodsaaklike dienste moet ook vooraf deur die werkgewer van die Raad verkry word. In noodgevalle kan oortyd wel gewerk word sonder om vooraf toestemming van die Raad te verkry: Met dien verstande dat die werkgewer dit by die Raad moet aanmeld binne die eerste vier ure van die daaropvolgende werkdag nadat sodanige noodwerk verrig moes word. By die toepassing van hierdie Ooreenkoms, moet alle tyd wat daar langer gewerk word as die getal gewone werkure wat in klousule 8 voorgeskryf word, geag word oortydwerk te wees: Met dien verstande dat 'n werknemer vir oortydwerk teen oortydskaal betaal moet word slegs nadat hy 40 uur per week in die geval van 'n ambagsman en 45 uur in die geval van alle ander werknemers teen sy loonskaal voltooi het, behalwe in die geval waar 'n werknemer gedurende sodanige week by 'n werkgewer in diens getree het en om dié rede nie in staat was om 45 uur gewone tyd te voltooi nie: Voorts met dien verstande dat tyd wat met verlof van sy werkgewer verloor is of wat deur 'n mediese sertifikaat gedek word by die toepassing van hierdie voorbehoudsbepaling geag word tyd gewerk te wees: Voorts met dien verstande dat die voorafgaande nie van toepassing is op 'n werknemer wat persele patrolleer en eiendom bewaak nie.

(2) *Besoldiging vir oortydwerk.*—'n Werknemer van wie vereis word om te werk buite die ure soos in klousule 8 voorgeskryf, moet soos volg betaal word:

- (a) Teen sy loonskaal, plus een vyfde daarvan, vir die eerste uur oortyd gewerk per dag; en
- (b) teen een en 'n half maal sy loonskaal vir alle oortyd wat daar langer as een uur per dag gewerk word, behalwe enige dag wat ingewerk word met die toestemming van die Raad.

(3) *Besoldiging vir werk op sekere dae.*—Tensy anders in die vrystellingsertifikaat bepaal, moet 'n werkgewer 'n werknemer minstens twee maal sy loon betaal vir al die tyd wat hy gewerk het op Sondag, of 'n dag wat ingevolge artikel 1 van die Wet op Openbare Feesdae, 1952 (Wet 5 van 1952), 'n openbare feesdag is of kragtens artikel 2 van daardie Wet as sodanig verklaar is, en dié ander dae wat gedek word deur die jaarlikse verloftydperk in klousule 10 van hierdie Ooreenkoms voorgeskryf.

(4) *Maksimum ure.*—Die gewone werkure plus oortydure mag hoogstens 56 uur per week beloop.

10. JAARLIKSE VERLOF

(1) Gedurende die tydperk hieronder genoem, mag geen werk in die Nywerheid deur werkgewers en werknemers verrig word nie:

Gedurende die tydperk (hierna die "vakansietydperk" genoem) wat op die Vrydag onmiddellik voor Gelofte dag begin, plus 23 dae.

8. WORK-DAYS AND HOURS OF WORK

(1) No employer shall require or permit his employees—

- (a) (i) in the case of an artisan to work for more than 40 hours in any one week or for more than eight hours in any one day;
- (ii) in the case of all other employees to work for more than 45 hours in any one week or for more than nine hours in any one day;
- (b) to work for longer than five hours without an interval of at least 30 minutes: Provided that an employer may increase such interval to one hour if he deems it necessary;
- (c) to work on a Sunday, a public holiday in terms of section 1 or declared as such under section 2 of the Public Holidays act, 1952 (Act 5 of 1952), or during the annual leave prescribed in clause 10 of this Agreement, without the written permission of the Council.

(2) No employee whilst in the employ of an employer shall solicit, undertake or perform any work described in this Agreement, in the Building Industry or any other industry, whether for remuneration or not, on the days specified in subclause (1) (c), during the holiday period referred to in clause 10 and outside the ordinary hours of work prescribed in subclause (1) above, save that such employee may perform work for himself only.

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

(1) *General.*—An employer shall not work or require or allow an employee to work overtime: Provided that three hours overtime may be worked daily in excess of the ordinary hours prescribed in clause 8 without the permission of the Council. Permission to work overtime in excess of three hours per day shall first be obtained by the employer from the Council in writing. Written permission to work overtime on essential services shall also be obtained by the employer from the Council prior to commencing such work. In the case of emergency work, overtime may be worked without prior permission of the Council: Provided that the employer shall report such work to the Council within the first four hours of the next working day after such emergency has arisen. For the purposes of this Agreement, all time worked in excess of the number of ordinary hours or work prescribed in clause 8 shall be deemed to be overtime: Provided that an employee shall be paid for overtime at overtime rates only after having completed 40 hours per week in the case of an artisan and 45 hours in the case of all other employees at his rate of wages, except in the case where an employee has started with an employer during such week and for that reason has not been able to complete 45 hours ordinary time: Provided further that time lost with his employer's permission or covered by a medical certificate shall, for the purposes of this proviso, be deemed to be time worked: Provided further that the above shall not apply to an employee who is patrolling premises and guarding property.

(2) *Payment for overtime.*—Any employee who is required to work any time outside the hours as prescribed in clause 8 shall be paid—

- (a) at his rate of wages, plus one fifth thereof, for the first hour overtime worked per day; and
- (b) at one and a half times his rate of wages for all overtime in excess of one hour per day, and for any overtime except any day which may be worked in with the permission of the Council.

(3) *Payment for work on certain days.*—An employer shall pay an employee at least double the rate of his wage, unless otherwise stated in the certificate of exemption, for all time worked on Sundays, or a public holiday in terms of section 1 or declared as such under section 2 of the Public Holidays Act, 1952 (Act 5 of 1952), and any such other days as may be covered by the annual leave period prescribed in clause 10 of this Agreement.

(4) *Maximum hours.*—The ordinary hours of work plus overtime shall not exceed 56 hours per week.

10. ANNUAL LEAVE

(1) No work shall be performed in the Industry by employers and employees during the period stated hereunder:

During the period (hereinafter referred to as the "holiday period") which shall commence on the Friday immediately before Day of the Vow, plus 23 days.

11. DIENSBEÏNDIGING

(1) Behoudens die bepalinge hieronder uiteengesit moet 'n werknemer wat sy diens wil beëindig en moet 'n werkgever wat die diens van sy werknemer wil beëindig minstens vyf werkdag kennis van sodanige diensbeëindiging gee waar die werknemer meer as 65 werkdag in diens was. In die geval van toesighoudende personeel moet die kennisgewingstermyn van vyf werkdag in werking tree na 22 werkdag diens: Met dien verstande dat die partye in hierdie geval oor 'n langer kennisgewingstermyn ooreen kan kom en in so 'n geval moet die ooreenkoms skriftelik aangegaan word. Waar 'n werknemer minder as die voorafgaande onderskeidelike tydperke in diens was, word daar geen kennisgewingstermyn van diensopsegging vereis nie.

Ondanks bostaande bepalinge kan 'n diensverhouding tussen 'n werkgever en 'n werknemer om 'n regsgeldige rede sonder kennisgewing beëindig word en die gemeenregtelike bepalinge aangaande verbeurings of boetes bly van toepassing op 'n werknemer wat dros.

(2) Beide werkgever en werknemer kan in plaas van die voorgeskrewe kennisgewing die voorgeskrewe betaling as gevolg van sodanige kennisgewing aan die ander party betaal.

(3) 'n Werknemer wat betaling in plaas van kennisgewing ingevolge hierdie klousule ontvang, word geag die getal ure te gewerk het ten opsigte waarvan hy aldus betaal word bo en behalwe die getal ure wat hy werklik gewerk het.

(4) Waar kennis van diensbeëindiging gegee is, moet 'n werknemer voor die gewone uitskeityd op die dag waarop sy diens beëindig word, 15 minute tyd gegee word om sy gereedskap weg te pak.

(5) Behalwe waar 'n werknemer se dienskontrak op grond van diensverlating beëindig word, moet die werkgever by beëindiging van 'n dienskontrak die werknemer van 'n dienssertifikaat voorsien wat die volle name van die werkgever en die werknemer, die beroep van die werknemer, die aanvangsdatum en die datum van beëindiging van die kontrak en die weekloon van die werknemer op die datum van sodanige beëindiging vermeld.

12. TOESLUITPLEKKE EN BEWARING VAN GEREEDSKAP

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

- (a) moet 'n toesluitplek by elke werkplek en elke werkwinkel verskaf waarin werknemers se gereedskap toegesluit kan word;
- (b) is daarvoor verantwoordelik dat toesluitplekke buite die gewone werkure behoorlik en/of stewig toegesluit gehou word;
- (c) is aanspreeklik vir die verlies of beskadiging van gereedskap van 'n werknemer weens brand in skure, toesluitplekke en werkinkels en 'n werkgever moet dié gereedskap teen sodanige verlies of beskadiging verseker.

(2) Indien 'n werkgever—

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

is so 'n werkgever, indien 'n werknemer sy gereedskap verloor as gevolg van dié optrede of versuim, aanspreeklik vir die verlies van dié gereedskap.

(3) 'n Werknemer wat skadevergoeding van sy werkgever vir verlore gereedskap wil eis, moet 'n skriftelike aansoek by die Raad indien in dié vorm wat die Raad bepaal: Met dien verstande dat geen aansoek oorweeg word nie, tensy die aansoeker—

- (a) die werkgever vóór die verlies van 'n skriftelike inventaris van die gereedskap wat in die betrokke toesluitplek geplaas is, voorsien het;
- (b) die verlies van sy gereedskap so gou doenlik aan die polisie gerapporteer het; en
- (c) die Raad voorsien het van alle toepaslike inligting wat die Raad vereis.

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

- (a) indien 'n werknemer gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander dergelike eienskap, in toesluitplekke plaas, hierdie plasing geag word in ooreenstemming te wees met die vereistes van hierdie klousule; en

11. TERMINATION OF EMPLOYMENT

(1) Subject to the provisions set out hereunder, an employee who wishes to terminate his service and an employer who wishes to terminate the service of his employee shall give at least five working days' notice of such termination of employment where the employee has been employed for more than 65 working days. In the case of supervisory personnel, the five working days' period of notice shall become effective after 22 working days of service: Provided that in this instance the parties may agree to a longer period of notice, in which case such agreement shall be in writing. Where an employee has worked for a shorter period than the above-mentioned respective periods, no period of notice of termination of employment shall be required.

Notwithstanding the above provisions, a work relation between an employer and employee can be terminated without notice for any cause recognised by law as sufficient, and the common law provisions in regard to forfeitures or penalties remain applicable in the case of an employee who deserts.

(2) Both employer and employee have the right to pay to the other party in lieu of the prescribed notice, the prescribed payment as a consequence of such notice.

(3) 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 is thus paid over and above the number of hours actually worked.

(4) Where notice of termination of employment has been given, the employee shall prior to the normal time of finishing off on the day on which his service is to terminate be given 15 minutes time in order to pack away his tools.

(5) Except where a contract of employment of an employee is terminated on the ground of desertion, the employer shall upon termination of any contract of employment furnish the employee with a certificate of service showing the full names of the employer and of the employee, the occupation of the employee, the date of commencement and the date of termination of the contract and the weekly wage of the employee on the date of such termination.

12. LOCK-UPS AND STORAGE OF TOOLS

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

- (a) provide a lock-up on every job and every workshop for locking up employees' tools;
- (b) be responsible for keeping lock-ups properly and/or securely locked outside normal working hours;
- (c) be responsible for any loss of or damage to tools belonging to an employee, in sheds, lock-ups and workshops, due to fire, and such tools shall be insured by an employer against such loss or damage.

(2) If an employer—

- (a) fails to provide or maintain a lock-up in terms of subclause (1) (a) and (b); or
- (b) fails to insure the tools 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 as a result of such act or omission, be responsible for the loss of such tools.

(3) An employee wishing to claim compensation from his employer for lost tools, shall lodge a written application with the Council in such form as the Council may determine: Provided that no application shall be considered unless an applicant has—

- (a) prior to the loss furnished the employer with a written inventory of the tools placed in the lock-up concerned;
- (b) reported the loss of his tools to the Police as soon as practicable; and
- (c) supplied the Council with such relevant information as the Council may require.

(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 employer, 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) indien die gereedskap in paragraaf (a) hierbo bedoel, verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het nie, sy regte en voorregte kragtens subklousule (2) ontse mag word nie.

(5) Behoudens die voorafgaande bepalings, is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapkis te plaas en dié gereedskapkis behoorlik toegesluit te hou.

(6) Die beslissing van die Raad ingevolge hierdie klousule, is in alle opsigte finaal, veral ten opsigte van die bedrag wat 'n werkgewer aan 'n werknemer as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is.

(7) 'n Werknemer wat ambagsmanswerk verrig en wat sy eie gereedskap verskaf moet sorg dat al sy gereedskap behoorlik met sy naam gemerk is en hy moet aan sy werkgewer 'n inventaris van dié gereedskap verstrek. Van hierdie werknemers word vereis om hul eie gereedskap te verskaf wat behoorlik toegesluit kan word en waarin hulle al hul gereedskap moet bêre wanneer sodanige gereedskap nie gebruik word nie, behalwe gereedskap wat vanweë hul lengte, grootte of vorm normalerwys nie in sodanige gereedskapkiste gebêre word nie.

13. AGENTE

(1) Die Raad moet ingevolge artikel 62 (7) van die Wet een of meer persone as agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms en moet sodanige agente van sertifikate voorsien wat deur die Sekretaris of 'n gemagtigde beampte geteken is. 'n Agent het die reg om—

- (a) enige perseel of plek waar die Nywerheid beoefen word, te eniger tyd te betree wanneer hy redelike grond het om te vermoed dat enigeen daar werksaam is;
- (b) enigeen wat hy in of op die perseel of plek vind, alleen of in die teenwoordigheid van ander persone, soos hy goedgevind, mondeling te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;
- (c) te vereis dat dié boeke, tydstate, registers en dokumente wat nodig mag wees om vas te stel of hierdie Ooreenkoms nagekom word, getoon moet word en om dit te inspekteer, te ondersoek en 'n afskrif daarvan te maak.

(2) Die agent kan by die uitvoering van sy pligte 'n tolk saam met hom neem en moet na afhandeling van sy ondersoek in verbinding tree met 'n verantwoordelike persoon in diens van die werkgewer.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet aan die agent alle moontlike hulp verleen om hom in staat te stel om aan bogenoemde bepalings uitvoering te gee.

14. VAKVERENIGINGBEAMPTES

(1) Beamptes van die vakverenigings wat partye by hierdie Raad is, moet in die gewone loop van hul pligte gedurende werkure toegang hê tot die bouterreine en werkwinkels en kan van 'n lid of potensiële lid vereis om sy registrasiesertifikaat aan hom te toon, maar mag nie voorkom dat 'n werknemer sy werk voortsit nie, tensy hulle vooraf die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger verkry het, en dié toestemming mag nie sonder billike rede weerhou word nie.

(2) 'n Werknemer moet aan sy werknemers wat verteenwoordigers in die Raad is, alle redelike geriewe verleen om hul pligte in verband met die werk van die Raad na te kom.

15. REGISTRASIE VAN WERKGEWERS

(1) *Algemeen.*—(a) Elke werkgewer wat op die datum van inwerking-treding van hierdie Ooreenkoms in die Nywerheid is, moet, as hy dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, binne een maand die volgende besonderhede aan die Sekretaris verstrek op 'n vorm wat deur die Raad voorgeskryf word:

- (i) Volle naam;
- (ii) besigheidsadres;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen.

(b) Alle werkgewers wat tot die Nywerheid toetree ná die datum van inwerking-treding van hierdie Ooreenkoms, moet ook binne een maand vanaf die begin van hul werksaamhede die besonderhede verstrek wat by paragraaf (a) van hierdie subklousule vereis word.

(c) Waar die werkgewer 'n vennootskap, beslote korporasie of maatskappy is, moet die inligting wat by paragraaf (a) van hierdie subklousule vereis word, ten opsigte van elke vennoot, direkteur, ensovoorts, verstrek word. Die naam waaronder die vennootskap, beslote korporasie of maatskappy sake verrig, moet ook verstrek word.

(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 in any respect whatsoever and particularly regarding the amount of any compensation to be paid by an employer to an employee for tools lost by fire or any other cause shall be final.

(7) An employee doing artisan's work and supplying his own tools, must ensure that his tools are properly marked with his name and must furnish his employer with an inventory of the said tools. These employees are required to supply their own tool boxes, which can be properly locked and in which all tools can be stored when not used, except tools which cannot fit in the tool box due to their length, size or shape.

13. AGENTS

(1) The Council shall appoint one or more persons as agents in terms of section 62 (7) of the Act to assist in giving effect to the terms of this Agreement and shall furnish every such agent with a certificate signed by the Secretary or an authorised official. An agent shall have the right to—

- (a) enter any premises or place in which the Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other persons he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put;
- (c) require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent in the course of fulfilling his duties may take with him an interpreter and shall contact a responsible person in the employ of the employer after his investigation.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the assistance possible to enable him to carry out the above provisions.

14. TRADE UNION OFFICIALS

(1) Officials of the trade unions which are parties to this Council shall in the ordinary course of their duties have access to building sites and workshops during working hours and shall be permitted to require from any member or potential member to produce his registration certificate to him but shall not be allowed to interfere with the continued performance of work by any employee without the prior consent of the employer or his duly authorised representative which shall not be unreasonably withheld.

(2) An employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

15. REGISTRATION OF EMPLOYERS

(1) *General.*—(a) Every employer in the Industry at the date on which this Agreement comes into operation who has not already done so in pursuance of a previous agreement shall, within one month, forward to the Secretary on a form prescribed by the Council, the following particulars:

- (i) Full name;
- (ii) business address;
- (iii) the trade or trades which he is carrying on in the Industry.

(b) The particulars required under paragraph (a) of this subclause shall also be furnished by all employers entering the Industry after the date on which this Agreement comes into operation within one month of commencing operations.

(c) Where the employer is a partnership, closed corporation or company, information in accordance with paragraph (a) of this subclause shall be furnished in respect of each partner, director, etc. The title under which the partnership, closed corporation or company is operating shall also be furnished.

(2) Enige persoon, vennoot of direkteur wat geskoolde werk in die Bounywerheid verrig, moet tesame met sy aansoek om registrasie as werkgewer, aan die Raad bewys lewer dat hy bekwaam is om as geskoolde werknemer geregistreer te word: Met dien verstande dat bostaande nie van toepassing is nie indien hy bewys kan lewer dat hy wel ander geregistreerde geskoolde werknemers in sy diens het.

Die Raad kan registrasie van so 'n aansoeker as 'n werkende werkgewer weier indien hy nie aan bogenoemde vereistes voldoen nie.

(3) Die Sekretaris moet 'n register byhou van alle werkgewers wat in subklousule (1) hiervan bedoel word.

(4) Elke geregistreerde werkgewer moet die Raad binne 14 dae vanaf die datum van veranderings in die besonderhede wat by registrasie verstrekk is, skriftelik van sodanige veranderings in kennis stel.

16. LOONWAARBORG

(1) Elke werkgewer wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die Bounywerheid is en 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 binne 21 dae vanaf sodanige datum of vanaf die datum waarop sodanige werkgewer met sy werksaamhede begin, na gelang van die geval, 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—

- (i) die bedrag van die waarborg wat elke werkgewer ingevolge hierdie klousule by die Raad moet indien, deur die Raad, op die wyse in subklousule (2) voorgeskryf, bepaal moet word;
- (ii) die bedrag van die waarborg wat 'n werkgewer ingevolge hierdie klousule by die Raad ingedien het, deur die Raad, op die wyse in subklousule (3) voorgeskryf, verhoog of verminder kan word;
- (iii) 'n waarborg wat ingevolge hierdie klousule by die Raad ingedien is, deur die Raad gebruik kan word vir die doel in subklousule (4) beskryf.

(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 werkgewer te dek:

- (a) Twee weke se loon soos in klousule 4 voorgeskryf;
- (b) twee weke se aanvullende besoldiging en bydraes soos in hierdie Ooreenkoms voorgeskryf wat deur die werkgewer betaalbaar is.

(3) (a) Indien 'n werkgewer die getal werknemers in sy diens op enige tydperk uitbrei nadat die bedrag van sy waarborg deur die Raad bepaal is, moet sodanige werkgewer 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 werkgewer toelaat om die bedrag van sy waarborg te verminder waar 'n afname in die getal werknemers in die diens van sodanige werkgewer 'n vermindering regverdig: Met dien verstande dat so 'n vermindering nie deur die Raad toegelaat word nie tensy sodanige werkgewer skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg.

(c) Geen vermeerdering of vermindering van die bedrag van 'n waarborg ingevolge 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 werkgewer ingevolge hierdie klousule by die Raad indien, te gebruik om bedrae te betaal wat sodanige werkgewer kragtens hierdie Ooreenkoms aan die Raad verskuldig is, of om besoldiging te betaal wat aan een of meer van sodanige werkgewer se werknemers verskuldig is, indien die Raad daarvan oortuig is dat sodanige besoldiging aan sodanige werknemers verskuldig en betaalbaar is en nie reeds deur sodanige werkgewer 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 voorgeskryf in subklousule (2); 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 van inwerkingtreding van hierdie Ooreenkoms, moet geag word by die Raad ingedien te gewees het ooreenkomstig hierdie klousule.

(2) Any person, partner or director who performs skilled work in the Industry shall, together with his application for registration as an employer, furnish proof to the Council that he is qualified to be registered as a skilled employee: Provided that the above shall not apply if he can furnish proof that he has other registered skilled employees in his employment.

The Council may refuse to register such applicant as a working employer if the above provisions are not complied with.

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

(4) Every registered employer shall notify the Council in writing of any change in the particulars furnished on registration within 14 days of such change.

16. 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, within 21 days of such date, or of the date on which such employer commences operations, as the case may be, or within such further period as may be allowed by the Council, lodge with the Council a guarantee acceptable to the Council: Provided that—

- (i) the amount of the guarantee to be lodged with the Council by each employer in terms of this clause shall be assessed by the Council in the manner prescribed in subclause (2);
- (ii) 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);
- (iii) a guarantee lodged with the Council in terms of this clause may be utilised by the Council for the purpose described in subclause (4).

(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 each employee of an employer:

- (a) Two weeks' wages as prescribed in clause 4;
- (b) two weeks' supplementary remuneration and contributions payable by an employer as prescribed in this Agreement.

(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 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.

(c) No increase or reduction of the amount of any guarantee in accordance with the provisions of paragraph (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 this Agreement, or to pay any remuneration which may be due to any one or more employees of such employer, 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.

(6) Wanneer kontant by die Raad gedeponeer word as 'n waarborg ingevolge hierdie klousule, moet dié geld op vaste deposito vir een jaar op 'n slag belê word by 'n bouvereniging of 'n bank wat onderskeidelik ingevolge die Bouverenigingswet, 1965, of die Bankwet, 1965, geregistreer is.

(7) Indien 'n werkgever sy waarborg, hetsy in kontant of andersins, ingedien het, en vir 'n tydperk van minstens 12 agtereenvolgende kalendermaande in gebreke bly om sy bydraes ingevolge hierdie Ooreenkoms te maak, word sodanige waarborg verbeur aan die algemene fondse van die Raad en word die werkgever se registrasie gekanselleer nadat die Raad sodanige werkgever daarvan verwittig het deur 'n geregistreerde brief te stuur na die werkgever se jongste adres wat by die Raad opgeteken is: Met dien verstande dat die Raad op 'n later datum wanneer sodanige werkgever daarom aansoek doen en sy aansoek vergesel gaan van die nodige bewys ter staving van sy eis, asook bewys dat hy voldoen het aan die bepalings van hierdie Ooreenkoms, soos deur die Raad vereis word, sodanige deposito, tesame met die rente wat daarop opgeloopt het teen 'n koers soos van tyd tot tyd deur die Raad bepaal, aan sodanige werkgever kan betaal.

17. VRYSTELLINGS

(1) (a) Wanneer aansoek daarom gedoen word, of wanneer omstandighede sodanig is dat, na die mening van die Raad, die vrystelling van 'n persoon of persone van een of meer van of van al die bepalings van hierdie Ooreenkoms, geregverdig is, kan die Raad, na goeëdunke, en behoudens die voorbehoudingsbepaling van artikel 51 (3) van die Wet, vrystelling van een of meer van of van al sodanige bepalings verleen aan of ten opsigte van sodanige persoon of persone, vir dié tydperk en onderworpe aan dié bepalings en voorwaardes wat hy vasstel.

(b) Die tydperk waarvoor sodanige vrystelling verleen word, kan begin op 'n datum voor die datum waarop die vrystelling toegestaan word maar nie vóór die datum waarop die aansoek gedoen is of genoemde omstandighede onder die Raad se aandag gebring is nie, na gelang van die geval.

(2) Die bepalings en voorwaardes van 'n vrystelling toegestaan ingevolge subklousule (1) (a) moet ingelyf word in die vrystellingsertifikaat, onderteken deur die Sekretaris, en 'n kopie daarvan moet gestuur word aan sodanige persoon of persone as wat die Raad nodig ag.

(3) Vrystelling ingevolge hierdie klousule toegestaan aan of ten opsigte van 'n persoon of persone, stel 'n werkgever wat sodanige persoon of persone in diens het, vry van die betrokke bepalings van die Ooreenkoms in die mate wat in die vrystellingsertifikaat gespesifiseer word, en die bepalings en voorwaardes in die vrystellingsertifikaat vervat, is bindend vir die persoon of persone aan of ten opsigte van wie die vrystelling verleen is, en as daardie persoon 'n werknemer is, vir elke persoon wat hom in diens neem.

(4) Vrystelling wat ingevolge hierdie subklousule verleen word, kan te eniger tyd deur die Raad ingetrek of gewysig word.

18. TYD- EN LOONREGISTERS WAT WERKGEWERS MOET BYHOU

(1) Elke werkgever moet ten alle tye die registers byhou wat ingevolge artikel 57 (1) van die Wet vereis word, en wel op die wyse voorgeskryf in regulasie 8 van die regulasies ingevolge die Wet.

(2) Elke werkgever moet die registers wat hy ingevolge subklousule (1) byhou, vir 'n tydperk van drie jaar ná die datum van die register in sy besit hou en moet so 'n register te eniger tyd gedurende genoemde tydperk van drie jaar op versoek van 'n agent van die Raad vir inspeksiedoeleindes voorlê.

(3) Die registers in subklousule (1) bedoel, moet met ink op 'n duursame materiaal geskryf of getik word en die letters moet leesbaar wees.

19. OPGAWES WAT WERKGEWERS MOET VOORLÊ

(1) Elke werkgever wat ingevolge hierdie Ooreenkoms bydraes aan die Sekretaris van die Raad moet betaal, moet voor of op die Vrydag van elke week of binne sodanige verdere tydperk as wat die Raad toelaat, aan die Sekretaris van die Raad 'n opgawe voorlê in die vorm soos deur die Raad verskaf.

(2) Die opgawe in subklousule (1) bedoel, moet deur die Raad kosteloos aan die werkgever verskaf word.

(6) Whenever cash is deposited with the Council as a guarantee in terms of this clause, such money shall be invested on fixed deposit for one year at a time with a building society or a bank registered in terms of the Building Societies Act, 1965, or the Banks Act, 1965, respectively.

(7) Where an employer has lodged a guarantee, whether in cash or otherwise, and has for a period of at least 12 consecutive calendar months failed to make contributions in terms of the provisions of this Agreement, such guarantee shall become forfeited to the general funds of the Council and his registration shall be cancelled after such employer has been informed thereof by the Council by way of a registered letter sent to his latest address on record with the Council: Provided that the Council shall at any subsequent date on application by such employer, supported by the necessary proof substantiating his claim and proof that he has complied with the provisions of this Agreement, as may be required by the Council, pay to such employer such deposit, together with the interest accrued thereon, at a rate as determined by the Council from time to time.

17. EXEMPTIONS

(1) (a) Whenever application is made for, or whenever circumstances exist which, in the opinion of the Council, justify the exemption of any person or persons from one or more or all of the provisions of this Agreement, the Council may, if it deems it expedient to do so and subject to the proviso to section 51 (3) of the Act, grant exemption from one or more or all of such provisions to or in respect of that person or person, for such period and subject to such terms and conditions as it may determine.

(b) The period for which any such exemption is granted may commence on a date prior to that date on which the exemption is granted but not earlier than the date on which the application was made or the said circumstances were brought to the Council's notice, as the case may be.

(2) The terms and conditions of an exemption granted under subclause (1) (a) shall be incorporated in the licence of exemption, signed by the Secretary, and a copy thereof shall be transmitted to such person or persons as the Council considers necessary.

(3) Any exemption granted to or in respect of a person or persons under this subclause shall exempt any employer who employs such person or persons from the relevant provisions of the Agreement to the extent specified in the licence of exemption, and the terms and conditions incorporated in the licence of exemption shall be binding upon the person or persons to or in respect of whom the exemption was granted, and, if that person is an employee, upon every person who employs him.

(4) Any exemption granted under this subclause may at any time be withdrawn or amended by the Council.

18. TIME AND WAGE RECORDS TO BE KEPT BY EMPLOYERS

(1) Every employer shall at all times keep the records required by section 57 (1) of the Act in the manner prescribed by regulation 8 of the regulations under the Act.

(2) Every employer shall retain the records kept by him in terms of subclause (1) for a period of three years subsequent to the date of the record and shall on demand by an agent of the Council made at any time during the said period of three years produce any such record for inspection.

(3) The records referred to in subclause (1) shall be kept in ink in writing or typescript in legible characters and on material of a durable nature.

19. STATEMENTS TO BE FURNISHED BY EMPLOYERS

(1) Every employer liable to pay contributions to the Secretary of the council in terms of the provisions of this Agreement shall, not later than Friday in each week or within such further period as the Council may allow, forward to the Secretary of the Council, a statement which shall be in the form as supplied by the Council.

(2) The statement referred to in subclause (1) shall be supplied by the Council free of charge to the employer.

20. AANVULLENDE BESOLDIGING EN BYDRAES

(1) Elke werkgewer moet, uitgesonderd ten opsigte van 'n werknemer wat minder as 16 ure in een bepaalde week vir hom werk en behoudens subklousules (5) en (6) hiervan, elke week die totale som aangedui in Kolom G hieronder aan die Sekretaris van die Raad betaal ten opsigte van elke klas werknemer soos hieronder uiteengesit: Met dien verstande dat dié bedrag toegewys word soos hieronder uiteengesit: Voorts met dien verstande dat die bedrag in subklousule 4 (b) bedoel gevoeg word by die bedrag wat ingevolge hierdie klousule betaalbaar is:

(a) Vakansiebesoldiging	Kolom A
(b) Bydraes tot pensioenskema	Kolom B
(c) Siekefondsbysdraes	Kolom C
(d) Bydraes tot Mediese Bystandsfonds	Kolom D
(e) Bydraes vir uitgawes van die Nywerheidsraad	Kolom E
(f) Bydraes tot Nasionale Ontwikkelingsfonds	Kolom F
(g) Totale bedrag	Kolom G

Werknemers	Per week						
	A	B	C	D	E	F	G
Alle werknemers wat tussen R5,00 en R5,49 per uur verdien	R	R	R	R	R	R	R
Alle werknemers wat tussen R5,50 en R6,49 per uur verdien	15,20	28,00	1,24	11,20	0,20	0,15	55,99
Alle werknemers wat R6,50 en meer per uur verdien	18,00	33,60	1,24	11,20	0,20	0,15	64,39
Alle ander werknemers	21,20	39,20	1,24	11,20	0,20	0,15	73,19
Alle ander werknemers	—	—	0,55	—	0,20	0,15	0,82

(2) Die Sekretaris van die Raad moet die bedrae wat ingevolge hierdie klousule aan hom betaal word of betaalbaar is, bestee op die wyse en vir die doel wat in klousule 31 (1) tot en met 31 (6) beskryf word.

(3) Behoudens subklousule (5) hiervan moet elke werkgewer, benewens die besoldiging waarop 'n werknemer soos hieronder aangedui ingevolge klousule 4 (1) geregtig is, aan so 'n werknemer die totale bedrag betaal in Kolom E hieronder aangedui:

(a) Vakansiebesoldiging	Kolom A
(b) Pensioenskema	Kolom B
(c) Siekefonds	Kolom C
(d) Mediese Bystandsfonds	Kolom D
(e) Totale bedrag	Kolom E

Werknemers	Per hour				
	A	B	C	D	E
Alle werknemers wat tussen R5,00 en R5,49 per uur verdien	c	c	c	c	c
Alle werknemers wat tussen R5,50 en R6,49 per uur verdien	38	70	2	16	126,0
Alle werknemers wat tussen R6,50 en R7,49 per uur verdien	45	84	2	16	147,0
Alle ander werknemers	53	98	2	16	169,0
Alle ander werknemers	—	—	1	—	1

(4) (a) Behoudens subklousule (5) hiervan moet elke werkgewer weekliks die bedrag in Kolom G hieronder voorgeskryf aftrek van die besoldiging wat verskuldig is aan elke werknemer, soos hieronder uiteengesit:

(a) Vakansiebesoldiging	Kolom A
(b) Bydraes tot pensioenskema	Kolom B
(c) Siekefondsbysdraes	Kolom C
(d) Bydraes tot Mediese Bystandsfonds	Kolom D
(e) Bydraes vir uitgawes van die Nywerheidsraad	Kolom E
(f) Totale bedrag	Kolom F

20. SUPPLEMENTARY REMUNERATION AND CONTRIBUTIONS

(1) Except in respect of an employee who works for an employer for less than 16 hours in any one week, and subject to the provisions of subclauses (5) and (6) hereof, every employer shall pay each week to the Secretary of the Council in respect of each category of employee, as stipulated below, the total sum prescribed in Column G hereunder: Provided that such sum shall be allocated as set out hereunder: Provided further that the amount referred to in subclause (4) (b) shall be added to the sum payable in terms of this clause:

(a) Holiday pay	Column A
(b) Pension Scheme contributions	Column B
(c) Sick Fund contributions	Column C
(d) Medical Aid Fund contributions	Column D
(e) Contributions to Industrial Council expenses	Column E
(f) Contributions to National Development Fund	Column F
(g) Total sum	Column G

Employees	Per week						
	A	B	C	D	E	F	G
All employees earning between R5,00 and R5,49 per hour	R	R	R	R	R	R	R
All employees earning between R5,50 and R6,49 per hour	15,20	28,00	1,24	11,20	0,20	0,15	55,99
All employees earning R6,50 and more per hour	18,00	33,60	1,24	11,20	0,20	0,15	64,39
All other employees	21,20	39,20	1,24	11,20	0,20	0,15	73,19
All other employees	—	—	0,55	—	0,20	0,15	0,82

(2) The amounts paid or payable 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 clause 31 (1) to 31 (6) inclusive.

(3) Subject to the provisions of subclause (5) hereof, every employer shall, in addition to any remuneration to which an employee, as stipulated below, may be entitled in terms of clause 4 (1) pay such employee the total sum prescribed in Column E hereunder:

(a) Holiday pay	Column A
(b) Pension Scheme	Column B
(c) Sick Fund	Column C
(d) Medical Aid Fund	Column D
(e) Total sum	Column E

Employees	Per hour				
	A	B	C	D	E
All employees earning between R5,00 and R5,49 per hour	c	c	c	c	c
All employees earning between R5,50 and R6,49 per hour	38	70	2	16	126,0
All employees earning between R6,50 and R7,49 per hour	45	84	2	16	147,0
All other employees	53	98	2	16	169,0
All other employees	—	—	1	—	1

(4) (a) Subject to the provisions of subclause 5 hereof, every employer shall deduct weekly from the remuneration due to each employee, as stipulated below, the amount prescribed in Column G hereunder:

(a) Holiday pay	Column A
(b) Pension Scheme contributions	Column B
(c) Sick Fund contributions	Column C
(d) Medical Aid Fund contributions	Column D
(e) Contributions to Industrial Council expenses	Column E
(f) Total sum	Column F

Werknemers	Per week					
	A	B	C	D	E	F
	R	R	R	R	R	R
Alle werknemers wat tussen R5,00 en R5,49 per uur verdien.....	15,20	28,00	1,24	11,20	0,10	55,74
Alle werknemers wat tussen R5,50 en R6,49 per uur verdien.....	18,00	33,60	1,24	11,20	0,10	64,14
Alle werknemers wat R6,50 en meer per uur verdien	21,20	39,20	1,24	11,20	0,10	72,94
Alle ander werknemers.....	—	—	0,55	—	0,10	0,65

(b) Behoudens paragraaf (a) hiervan, moet elke werkgever wat lid is van die werkgewersorganisasie wat 'n party by hierdie Ooreenkoms is, van die weekloon van elk van sy werknemers wat lid van een van die vakverenigings is, die bedrag aftrek wat deur so 'n werknemer as ledegeld betaalbaar is aan die betrokke vakvereniging ingevolge die konstitusie van dié vakvereniging.

(5) (a) Behoudens klousule 9 moet geen bedrag in subklousule (3) bedoel, betaal word ten opsigte van ure wat buite die gewone werkkure in klousule 8 voorgeskryf, gewerk word nie: Met dien verstande dat die bedrag ten opsigte van die ambagsman teen 'n maksimum van 40 uur per week bereken word.

(b) Geen bedrag in subklousule (1) bedoel, mag betaal word en geen bedrag in subklousule (4) bedoel, mag afgetrek word ten opsigte van 'n werknemer wat minder as 16 uur in een bepaalde week vir 'n werkgever werk nie.

(c) Wanneer 'n werknemer minder as 16 uur in een bepaalde week vir 'n werkgever werk, moet die bedrae wat ingevolge subklousule (3) verskuldig is, onmiddellik ná beëindiging van diens of aan die einde van die laaste werkdag van die week, naamlik die vroegste, aan so 'n werknemer betaal word.

(d) Wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens is, moet die bedrae wat ingevolge subklousule (1) betaal en ingevolge subklousule (4) afgetrek word, betaal word deur die werkgever by wie hy die eerste gedurende daardie week minstens 16 uur gewerk het.

(6) Die Sekretaris van die Raad moet 'n bydraerekordkaart byhou vir elke werknemer ten opsigte van wie bydraes ingevolge hierdie klousule inbetaal word en hierop moet hy weekliks die bydraes aanteken wat ingevolge subklousules (1) en (4) (b) hiervan ten behoeve van elke sodanige werknemer aan hom betaal is. Die bydraerekordkaart moet in dié vorm wees en dié inligting bevat waarop die Raad van tyd tot tyd besluit.

(7) 'n Werkgever wat in gebreke bly of nalaat om die bydraes soos voorgeskryf ten opsigte van elke werknemer tydlig by die Raad in te betaal, moet rente voorgeskryf volgens die Wet op Vastgestelde Rentekoers, 1975, op die waarde van sodanige bydraes betaal, bereken vanaf die datum waarop die bydraes by die Raad inbetaal behoort te gewees het tot en met die datum waarop dit werklik betaal is.

21. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF

(1) Benewens besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig is, moet die werkgever die volgende bedrae betaal:

(a) In die geval van 'n vakleerling in sy diens op die laaste betaaldag vóór die aanvang van die vakansietydperk in klousule 10 bedoel, die loon wat so 'n werknemer sou verdien het indien hy gedurende genoemde vakansietydperk vir sy werkgever gewerk het: Met dien verstande dat 'n werkgever 'n werknemer wie se dienskontrak beëindig word vóór die laaste betaaldag wat die vakansietydperk voorafgaan, 'n bedrag moet betaal wat minstens gelyk is aan een kwart van sy weekloon ten opsigte van elke voltooide maand diens by hom gedurende die jaar wat dié vakansietydperk voorafgaan;

(b) in die geval van werknemers wat tussen R1,35 en R1,49 per uur verdien 'n bedrag van 7 sent, werknemers wat tussen R1,50 en R2,49 per uur verdien 'n bedrag van 12 sent, werknemers wat tussen R2,50 en R3,49 per uur verdien 'n bedrag van 18 sent en werknemers wat tussen R3,50 en R4,99 per uur verdien 'n bedrag van 24 sent ten opsigte van elke uur of gedeelte van 'n uur wat deur so 'n werknemer sedert die vorige vakansietydperk gewerk is op die laaste betaaldag wat die vakansietydperk in klousule 10 bedoel, onmiddellik voorafgaan: Met dien verstande dat wanneer 'n werknemer se dienskontrak voor dié betaaldag beëindig word, 'n bedrag wat besig is om kragtens hierdie subklousule op te loop by sodanige beëindiging aan die werknemer betaal moet word.

Employees	Per week					
	A	B	C	D	E	F
	R	R	R	R	R	R
All employees earning between R5,00 and R5,49 per hour.....	15,20	28,00	1,24	11,20	0,10	55,74
All employees earning between R5,50 and R6,49 per hour.....	18,00	33,60	1,24	11,20	0,10	64,14
All employees earning R6,50 and more per hour	21,20	39,20	1,24	11,20	0,10	72,94
All other employees.....	—	—	0,55	—	0,10	0,65

(b) Subject to the provisions of paragraph (a) hereof, every employer who is a member of the employers' organisation which is a party to this Agreement shall, in respect of each of his employees who is a member of one of the trade unions, deduct from such employee's weekly remuneration the amount payable by such employee as a subscription to the trade union concerned in terms of the constitution of that trade union.

(5) (a) Save as provided in clause 9 no payment as referred to in subclause (3) shall be made in respect of hours worked outside the ordinary hours of work prescribed in clause 8: Provided that the amount in respect of an artisan shall be calculated at a maximum of 40 hours per week.

(b) No payment as referred to in subclause (1) or deduction as referred to in subclause (4) shall be made in respect of an employee who works for less than 16 hours for an employer in any one week.

(c) In the event of an employee working for an employer for less than 16 hours in any one week, the amounts due in terms of subclause (3) shall be paid to such employee immediately upon termination of employment or at the end of the last working day of the week, whichever is the earlier.

(d) Where an employee is employed by two or more employers during the same week, the payments in terms of subclause (1) and the deduction in terms of subclause (4) shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(6) The Secretary of the Council shall keep a contribution record card in respect of each employee in respect of whom contributions are paid in terms of this clause and on which he shall record weekly the contributions paid to him in terms of subclauses (1) and (4) (b) hereof on behalf of each such employee. The contribution record card shall be in such form and contain such information as the Council may from time to time decide.

(7) An employer who neglects or fails to pay the prescribed contributions in respect of each employee to the Council timeously, shall pay interest at a rate prescribed in terms of the Prescribed Rate of Interest Act, 1975, on the value of such contributions, calculated from the date on which the contributions should have been paid to the Council up to and including the date actually paid.

21. PAYMENT IN RESPECT OF ANNUAL LEAVE

(1) In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay to—

(a) an apprentice in his employ on the last pay-day prior to the commencement of the holiday period referred to in clause 10, the wages which such employee would have earned if he had worked for his employer during the said holiday period: Provided that in the event of an employee whose contract of employment is terminated prior to the last pay-day preceding the holiday period, the employer shall pay to such employee an amount of not less than one quarter of his weekly wage in respect of each completed month of employment with him during the year preceding such holiday period;

(b) employees who earn between R1,35 and R1,49 per hour an amount of 7 cents, employees who earn between R1,50 and R2,49 per hour an amount of 12 cents, employees who earn between R2,50 and R3,49 per hour an amount of 18 cents and employees who earn between R3,50 and R4,99 per hour an amount of 24 cents in respect of each hour or part of an hour worked by such employee since the previous holiday period on the last pay-day immediately preceding the holiday period referred to in clause 10: Provided that, where an employee's contract of employment is terminated prior to such pay-day, any amount in the process of accrual in terms of this subclause shall be paid to the employee on such termination.

(2) Behoudens klousule 9 mag geen bedrag ingevolge subklousule (1) (b) hiervan ten opsigte van oortyd aan 'n werknemer betaal word nie.

(3) Betaling vir jaarlikse verlof wat verskuldig is aan alle ander werknemers in hierdie Ooreenkoms bedoel, uitgesonderd dié in subklousule (1) (a) en (b) hiervan bedoel, moet ooreenkomstig klousule 20 geskied.

22. UITGAWES VAN DIE RAAD

(1) Die bedrae wat werkgewers ingevolge klousule 20 (1) (e) van hierdie Ooreenkoms en subklousule (2) hiervan betaal of wat deur hulle betaalbaar is, val aan die algemene fondse van die Raad toe en dié fondse berus by en word geadministreer deur die Raad.

(2) Behoudens subklousule (3) hiervan, moet elke werkgewer elke week 'n bedrag van 12c aan die Sekretaris van die Raad betaal ten opsigte van elk van sy werknemers vir wie lone in klousule 4 (1) en vakleerlinge voorgeskryf word: Met dien verstande dat—

(i) geen betaling moet geskied ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir 'n werkgewer gewerk het nie;

(ii) waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, die werkgewer by wie hy die eerste gedurende daardie week minstens 16 uur lank in diens was, die bedrag ten opsigte van daardie week moet betaal.

(3) 'n Werkgewer mag elke week 'n bedrag van 6 sent aftrek van die verdienste van elk van sy werknemers in subklousule (2) bedoel: Met dien verstande dat—

(i) dié bedrag hoogstens een keer per week van die verdienste van 'n werknemer afgetrek mag word;

(ii) geen bedrag afgetrek mag word van die verdienste van 'n werknemer wat minder as 16 uur in 'n week vir 'n werkgewer gewerk het nie;

(iii) waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, die bedrag ten opsigte van daardie week afgetrek moet word deur die werkgewer by wie hy die eerste gedurende daardie week minstens 16 uur in diens was.

23. SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

(1) Elke werkgewer wat lid is van die Master Builders' and Allied Trades Association moet elke week aan die Sekretaris van die Raad 'n bedrag soos vasgestel deur die algemene vergadering van die Association betaal ten opsigte van elke werknemer vir wie lone in klousule 4 (1) voorgeskryf word: Met dien verstande dat—

(i) geen betaling moet geskied ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir 'n werkgewer gewerk het nie;

(ii) waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, die betaling ten opsigte van daardie week gedoen moet word deur die werkgewer wat hom eerste gedurende daardie week minstens 16 uur in diens geneem het.

(2) Die bedrae wat deur werkgewers aan die Sekretaris van die Raad ingevolge hierdie klousule betaal word moet maandeliks deur die Raad aan die Master Builders' and Allied Trades Association, Bloemfontein, betaal word, min invorderingskoste van twee en 'n half persent, welke bedrag aan die algemene fondse van die Raad toeval.

24. VAKVERENIGINGSLEDEGELD

Die bedrae deur werkgewers aan die Sekretaris van die Raad kragtens klousule 20 (4) (b) betaal of betaalbaar, moet deur die Raad aan die vakverenigings op so 'n tyd en op so 'n wyse betaal word as wat die Raad besluit, min invorderingskoste van twee en 'n half persent, welke bedrag aan die algemene fondse van die Raad toeval.

25. STIGTING EN VOORTSETTING VAN DIE FONDSE

Die volgende Fondse word hierby voortgesit:

(1) Die Fonds gestig by Goewermentskennisgewing 1926 van 20 November 1959 en bekend as die "Vakansiefonds vir die Bounywerheid" (hierna die "Vakansiefonds" of "Fonds" genoem) word hierby voortgesit.

(2) Die Fonds gestig by Goewermentskennisgewing R. 3688 van 7 November 1969 en bekend as die "Mediese Bystandsfonds vir die Bounywerheid" (hierna die "Mediese Bystandsfonds" of die "Fonds" genoem) word hierby voortgesit.

(3) Die Fonds ingestel by Goewermentskennisgewing R. 3688 van 7 November 1969 en bekend as die "Siekefonds vir die Bounywerheid" (hierna die "Siekefonds" of die "Fonds" genoem) word hierby voortgesit.

(2) Save as provided in clause 9, no payment shall be made to an employee in terms of subclause (1) (b) hereof in respect of overtime.

(3) Annual leave due to all other employees referred to in this Agreement, excluding those referred to in subclause (1) (a) and (b) hereof, shall be paid for in accordance with the provisions of clause 20.

22. EXPENSES OF THE COUNCIL

(1) The amounts paid or payable by employers in terms of clause 20 (1) (e) of this Agreement and subclause (2) hereof shall accrue to the general funds of the Council, which funds shall be vested in and be administered by the Council.

(2) Subject to the provisions of subclause (3) hereof, every employer shall pay weekly to the Secretary of the Council an amount of 12 cents in respect of each of his employees for whom wages are prescribed in clause 4 (1) and apprentices: Provided that—

(i) no payment shall be made in respect of an employee who has worked for an employer for less than 16 hours in any week;

(ii) where an employee is employed by two or more employers during the same week, the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(3) An employer may deduct week by week from the earnings of each of his employees referred to in subclause (2) an amount of 6 cents: Provided that—

(i) not more than one such deduction shall be made from the earnings of an employee in any week;

(ii) no deduction shall be made from the earnings of an employee who has worked for an employer for less than 16 hours in any week;

(iii) where an employee is employed by two or more employers during the same week, the deduction in respect of that week shall be made by the employer by whom he was first employed during the week for not less than 16 hours.

23. SPECIAL MEMBERSHIP LEVY: EMPLOYERS

(1) Every employer who is a member of the Master Builders' and Allied Trades Association shall pay each week to the Secretary of the Council an amount, as determined by the general meeting of the Association, in respect of each employee for whom wages are prescribed in clause 4 (1): Provided that—

(i) no payment shall be made in respect of an employee who has worked for an employer for less than 16 hours in any week;

(ii) where an employee is employed by two or more employers during the same week, the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(2) The amounts paid by employers to the Secretary of the Council in terms of this clause shall be paid by the Council monthly to the Master Builders' and Allied Trades Association, Bloemfontein, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

24. TRADE UNION SUBSCRIPTIONS

The amounts paid or payable by employers to the Secretary of the Council in terms of clause 20 (4) (b) shall be paid by the Council to the trade unions at such time and in such manner as the Council may decide, less a collection fee of two and a half per cent, which fee shall accrue to the general funds of the Council.

25. ESTABLISHMENT AND CONTINUATION OF THE FUNDS

The following Funds are hereby continued:

(1) The Fund established under Government Notice 1926 dated 20 November 1959, and known as the "Building Industry Holiday Fund" (hereinafter referred to as the "Holiday Fund" or the "Fund") is hereby continued.

(2) The Fund established under Government Notice R. 3688 of 7 November 1969, and known as the "Building Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid Fund" or the "Fund") is hereby continued.

(3) The Fund established under Government Notice R. 3688 of 7 November 1969 and known as the "Building Industry Sick Fund" (hereinafter referred to as the "Sick Fund" or the "Fund") is hereby continued.

26. ADMINISTRASIE VAN DIE FONDSE.

- (1) Die onderskeie Fondse moet geadminestreer word deur die Raad.
- (2) Die Fondse moet geadminestreer word ooreenkomstig reëls wat vir dié doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar met die bepalings van hierdie Ooreenkoms, die Wet of 'n ander wet wees nie, en moet onder andere die volgende voorskryf:
 - (a) Die Fondse se bystand en die kwalifikasies daaraan verbonde;
 - (b) die prosedure vir die indiening en betaling van eise;
 - (c) ander sake waaroor die Raad besluit.
- (3) Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of intrek. Kopieë van die Fondse se reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word.
- (4) Die Raad moet 'n sekretaris aanstel wat as die sekretaris van die Fondse bekend staan, en dié ander personeel wat nodig is vir die behoorlike administrasie van die Fondse.
- (5) Die Raad kan enige of alle bystand weier en/of weerhou van 'n lid en/of sy afhanklikes wat, na die Raad se mening, op 'n wyse opgetree het wat bereken was om die belange van die Fondse of hul lede te benadeel of wat dit na alle waarskynlikheid benadeel het: Met dien verstande dat aan sodanige lid die geleentheid gebied moet word om by die Raad, wie se beslissing finaal is, appél aan te teken teen die beslissing van die Raad.
- (6) Die lede van die Raad, die sekretaris, beamptes en werknemers van die Fondse is nie aanspreeklik vir die skulde van die Fondse nie en hulle word hierby deur die Fondse gevrywaar teen alle eise wat teen hulle ingestel mag word by of in verband met die bona fide-uitvoering van hul pligte.
- (7) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fondse kom ten laste van die Fondse.

27. WERKING VAN DIE FONDSE

- (1) Die Fondse bestaan uit—
 - (a) alle bydraes wat ooreenkomstig klousule 20 in die Fondse gestort word;
 - (b) alle rente wat verkry word uit die belegging van geld van die Fondse; en
 - (c) ander geld waarop die Fondse geregtig word.
- (2) Alle geld wat aan die Fondse toeval, moet binne drie dae nadat dit ontvang is, op 'n afsonderlike rekening vir elke Fonds by 'n geregistreerde bank in die krediet van die Fondse gedeponeer word.
- (3) Die geld van die Fondse moet aangewend word om bystand en uitgawes te betaal ingevolge die reëls van die onderskeie Fondse en soos deur die Raad besluit.
- (4) Die Raad kan van die Vakansiefondsbedrag betaalbaar aan 'n werknemer alle bedrae aftrek wat deur sodanige werknemer verskuldig is aan enige van die Fondse van die Raad.
- (5) Ingeval 'n werknemer te sterwe kom, moet die bedrag wat uit die Fondse verskuldig is, per tjek, wat ten gunste van sodanige boedel uitge-maak is, aan sy boedel betaal word nadat 'n gesertifiseerde kopie van die oorledene se doodsertifikaat aan die sekretaris van die Fondse voorgeleë is.
- (6) Alle uitbetalings uit die Fondse moet geskied per tjek onderteken soos deur die Raad besluit.
- (7) Geld wat nie nodig is om lopende uitbetalings en uitgawes te bestry nie, mag nie op 'n ander wyse belê word nie as soos voorgeskryf ingevolge artikel 21 (3) van die Wet op Arbeidsverhoudinge, 1956.

28. OUDITERING VAN DIE FONDSE

- (1) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besol-diging deur die Raad vasgestel moet word, moet deur die Raad aangestel word en moet minstens één keer per jaar die rekenings van die Fondse ouditeer en voor of op 31 Desember elke jaar 'n staat opstel wat die volgende toon:
 - (a) Alle geld wat ingevolge die bepalings van hierdie Ooreenkoms ontvang word;
 - (b) uitgawes wat gedurende die 12 maande wat op 31 Desember die vorige jaar geëindig het, onder alle hoofde aangegaan is, saam met 'n balansstaat wat die bates en laste van die Fondse op daardie datum aantoon.
- (2) Die geouditeerde staat en die balansstaat van die Fondse moet daarna op die kantoor van die Raad vir insae lê en kopieë daarvan, behoorlik deur die ouditeur getuig, en deur die Voorsitter van die Raad mede-onder-teken, tesame met 'n verslag wat die ouditeur daarvoor ingebring het, moet binne drie maande na afloop van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Direkteur-generaal van Mannekrag inge-dien word.

26. ADMINISTRATION OF THE FUNDS

- (1) The various Funds shall be administered by the Council.
- (2) The Funds shall be administered in accordance with rules prescribed for the purpose by the Council, and such rules shall not be inconsistent with the provisions of this Agreement, the Act or any other act and shall, *inter alia*, prescribe—
 - (a) the Funds' benefits and the qualifications attached thereto;
 - (b) the procedure for the lodging and payment of claims;
 - (c) any other matters which the Council may decide.
- (3) The Council may at any time make new rules, alter or repeal any existing rules. Copies of the Funds' rules in force and particulars of all amendments thereto shall be lodged with the Director-General of Man-power.
- (4) The Council shall appoint a secretary who shall be known as the secretary of the Funds and such other staff as may be necessary for the proper administration of the Funds.
- (5) The Council 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 Funds or their members: Provided that such member shall be given the opportunity of submitting to the Council an appeal against the decision of the Council, whose decision shall be final.
- (6) The members of the Council the secretary, officers and employees of the Funds shall not be liable for the debts of the Funds and they are hereby indemnified by the Funds against all claims which may be instituted against them in or about the bona fide discharge of their duties.
- (7) All expenses incurred in connection with the administration of the Funds shall be a charge against the Funds.

27. OPERATION OF THE FUNDS

- (1) The Funds shall consist of—
 - (a) all contributions paid into the Funds in accordance with the provisions of clause 20;
 - (b) all interest derived from the investment of any moneys of the Funds; and
 - (c) all other moneys to which the Funds may become entitled.
- (2) All moneys accruing to the Funds shall within three days after receipt thereof be deposited with a registered bank to the credit of the Funds in a separate account for each fund.
- (3) The moneys of the Funds shall be used for payment of benefits and expenditures in accordance with the rules of the various Funds and as decided by the Council.
- (4) The Council may deduct from the Holiday Fund amount payable to an employee all moneys owing by such employee to any Fund of the Council.
- (5) In the event of the death of an employee, the amount due from the Funds shall be paid to his estate by a cheque drawn in favour of such estate upon a certified copy of the death certificate of the deceased being lodged with the secretary of the Funds.
- (6) All payments from the Funds shall be made by cheque signed as decided, by the Council.
- (7) Any moneys not required to meet current payments and expenditures may not be invested other than as prescribed in terms of section 21 (3) of the Labour Relations Act, 1956.

28. AUDIT OF THE FUNDS

- (1) A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the accounts of the Funds at least once annually and not later than 31 December in each year prepare a statement showing—
 - (a) all moneys received in terms of the provisions of this Agreement;
 - (b) expenditure incurred under all headings during the 12 months end-ing 31 December preceding, together with a balance sheet showing the assets and liabilities of the Funds as at that date.
- (2) The Audited statement and the balance sheet at the Funds shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor and counter-signed by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Director-General of Manpower within three months of the close of the period covered by such statement and balance sheet.

29. LIKWIDASIE VAN DIE FONDSE

(1) Wanneer hierdie Ooreenkoms verval, moet die Raad wat dan bestaan of die trustee of trustees wat ingevolge klousule 30 deur die Nywerheids-registrateur aangestel is, voortgaan om vir 'n tydperk van twee jaar die Fondse te administreer ten einde geld wat aan werknemers verskuldig is, uit te betaal, en behoudens die goedkeuring van die Registrateur, moet geld wat ná genoemde tydperk van twee jaar in die krediet van die Fondse staan, verbeur word en aan die algemene fondse van die Raad toeval.

(2) As die sake van die Raad na afloop van genoemde tydperk van twee jaar reeds gelikwedeer en die bates verdeel is, moet die saldo van die Fondse soos volg verdeel word:

- (a) Twee vyfdes aan die werkgewersorganisasie wat in die Raad verteenwoordig is in verhouding tot die getal volwaardige lede ingevolge die Wet in sodanige organisasie op die datum van sodanige likwidasië;
- (b) twee vyfdes aan die vakverenigings wat in die Raad verteenwoordig is, en genoemde bedrag moet in verhouding tot die getal volwaardige lede van elke vakvereniging op die datum van sodanige likwidasië verdeel word; en die uitdrukking "lede" is beperk tot dié lede wat deur hierdie Ooreenkoms gedek word;
- (c) een vyfde wat ingevolge artikel 34 (4) (c) van die Wet bestee moet word.

30. VERSTRYKING VAN DIE OOREENKOMS

(1) (a) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk, en ingeval daar nie binne twee jaar ná die verstryking van hierdie Ooreenkoms of 'n verlenging daarvan oor 'n daaropvolgende Ooreenkoms onderhandel word met die oog op die voortgesette werking van die Fondse nie, moet die Raad die Fondse ingevolge klousule 29 likwedeer.

(b) Ingeval die Raad nie die fondse ingevolge hierdie klousule kan administreer en/of likwedeer nie en/of nie in staat is nie of onwillig is om sy pligte na te kom, of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad na te kom en wat vir sodanige doel al die bevoegdhede van die Raad het.

(2) (a) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer ingevolge artikel 34 (2) van die Wet gedurende 'n tydperk waarin hierdie Ooreenkoms bindend is, moet die Fondse geadministreer word deur die Raad wat dan bestaan. Vakatures wat in die Raad ontstaan, kan deur die Nywerheidsregistrateur uit die geledere van die werkgewers of die werknemers, na gelang van die geval, gevul word ten einde te verseker dat daar 'n gelyke getal werkgewers- en werknemersverteenvoorgestellers in die Raad is.

(b) Ingeval die Raad wat dan bestaan, nie in staat is nie of onwillig is om sy pligte na te kom of as 'n dooie punt ontstaan wat die administrasie van die Fondse na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Raad na te kom en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Raad.

(3) Wanneer hierdie Ooreenkoms verstryk, moet die Fondse, behoudens subklousules (1) en (2) hiervan, ingevolge klousule 29 gelikwedeer word deur die Raad wat dan bestaan of deur die trustee of trustees wat deur die Registrateur aangestel is.

31. BESONDERE BEPALINGS TEN OPSIGTE VAN DIE ONDERSKEIE FONDSE**(1) Vakansiefonds vir die Bounywerheid**

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

(b) *Berekening en betaling van vakansiebesoldiging.*—Op die eerste Vrydag van November elke jaar moet die Sekretaris van die Raad die bedrag bepaal wat aan die werknemer verskuldig is soos weergegee deur die getal bydraes namens hom betaal en op sy bydraerekordkaart aangegeven, en moet hy sodanige bedrag aan die werknemer betaal op 'n datum wat die Raad vasstel, maar voor of op die dag voor die aanvang van die vakansie tydperk wat in klousule 10 bedoel word. Tensy die Raad anders gelas, moet betalings per tjek ten gunste van die werknemer gedoen word en geen bevel of magtiging om dit aan 'n ander persoon te betaal, word erken nie.

(c) *Onopgeëiste vakansiebesoldiging.*—Indien 'n werknemer versuim om sy vakansiebesoldiging te eis binne 'n tydperk van ses maande vanaf die datum waarop dié tydperk begin, word dit verbeur en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling oorweeg wat ná genoemde tydperk ingedien word en hy kan na goeë dunde magtiging daartoe verleë.

29. LIQUIDATION OF THE FUNDS

(1) Upon the expiry of this Agreement the Council in office at the time or the trustee of trustees appointed by the Industrial Registrar in terms of clause 30 shall continue to administer the Funds for a period of two years in order to pay out moneys due to employees, and, subject to the approval of the Registrar, any moneys standing to the credit of the Funds after the said period of two years shall be forfeited and shall accrue to the general funds of the Council.

(2) If upon the expiry of the said period of two years the affairs of the Council have already been wound up and its assets distributed, the balance of the Funds shall be distributed as follows:

- (a) Two fifths to the employers' organisation represented on the Council in proportion to the number of members in good standing in terms of the Act in such organisation as the date of liquidation;
- (b) two-fifths to the trade unions represented on the Council, to be divided amongst such trade unions in proportion to the number of members in good standing of each trade union as at the date of liquidation; the expression "members" being limited to those members who were covered by this Agreement;
- (c) one-fifth to be disposed of in terms of section 34 (4) (c) of the Act.

30. EXPIRY OF THE AGREEMENT

(1) (a) Upon the expiry of this Agreement or any extension thereof and in the event of no subsequent agreement being negotiated for the purpose of continuing the operation of the Funds within two years from the expiry of this Agreement or any extension thereof, the Funds shall be liquidated by the Council in terms of clause 29.

(b) In the event of the Council being unable to administer and/or liquidate the Funds in terms of this clause, and/or 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 Industrial Registrar, he may appoint a trustee or trustees to carry out the duties of the Council and such trustee or trustees shall possess all the powers of the Council for such purposes.

(2) (a) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding the Funds shall continue to be administered by the Council in office at the time. Any vacancy occurring on the Council may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Council.

(b) In the event of the Council in office at the time 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 Council, and such trustee or trustees shall possess all the powers of the Council for such purposes.

(3) Upon the expiry of this Agreement, subject to the provisions of subclauses (1) and (2) hereof, the Funds shall be liquidated in terms of clause 29 by the Council in office at the time or by the trustee or trustees appointed by the Registrar.

31. SPECIAL PROVISIONS IN RESPECT OF THE VARIOUS FUNDS**(1) Building Industry Holiday Fund**

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

(b) *Assessment and payment of holiday pay.*—On the first Friday in November each year the Secretary of the Council shall ascertain the amount due to the employee, as reflected by the number of contributions paid on his behalf and recorded on his contribution record card, and shall pay such amount to the employee on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period referred to in clause 10. 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.

(c) *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. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(d) Geen werknemer is geregtig om betaling te eis van die Vakansiefonds voor die dag wat deur die Raad ingevolge paragraaf (b) voorgeskryf word nie. Die Raad het egter die bevoegdheid om magtiging vir dié betaling te verleen indien hy dit na goeddunke gerade ag.

(e) Indien 'n werknemer te sterwe kom, moet die bedrag wat uit die Fonds aan hom verskuldig is, aan sy boedel betaal word per tjek wat ten gunste van dié boedel getrek is, nadat skriftelik daarom aansoek by die Sekretaris van die Raad gedoen is.

(2) Mediese Bystandfonds vir die Bounywerheid

(a) *Doelstellings.*—Die doelstellings met die Mediese Bystandsfonds is—

- (i) om lede en hul afhanklikes by te staan in verband met die koste van—
 - (aa) mediese, tanheelkundige, paramediese, chirurgiese en oogkundige dienste;
 - (ab) die verskaffing van medisyne;
 - (ac) die verskaffing van mediese, tandheelkundige, chirurgiese en oogkundige behoeftes of toestelle;
 - (ad) huisvesting in 'n hospitaal of verpleeginrigting; en
 - (ae) ander dienste wat van tyd tot tyd in die reëls gespesifiseer word;
- (ii) om dié maatreëls te tref en dié dinge te doen wat die Raad nodig ag vir die voorkoming van siekte of ongevallen en vir die verbetering en bevordering van gesondheid van lede, hul afhanklikes en persone wat in die Nywerheid werksaam of daarby betrokke is;
- (iii) om sonder om op 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 voorkeurtarief te beding met—
 - (aa) 'n hospitaal, geregistreerde verpleeginrigting of soortgelyke inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;
 - (ab) 'n ander persoon, liggaam, inrigting of owerheid ten opsigte van paramediese dienste soos wat van tyd tot tyd in die reëls gespesifiseer word;
- (iv) om al dié dinge te doen wat nodig is, voortvloei uit of bevorderlik is vir die welsyn van lede en hul afhanklikes en die verwesenliking van voornoemde doelstellings;
- (v) om 'n ooreenkoms of ooreenkomste met 'n 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.

(b) *Lidmaatskap van die Fonds.*—(i) Lidmaatskap van die Fonds is verpligtend vir alle werknemers wat minstens 'n ambagsmanloon ontvang en daardie werknemers wat op die datum van inwerkingtreding van hierdie ooreenkoms lede van die Fonds is.

(ii) Ander persone as dié bedoel in subparagraaf (i) hiervan wat regstreeks in die Nywerheid werksaam of daarby betrokke is, kan na goeddunke van die Raad lede word, en hierdie klousule en die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(c) *Administrasie van Mediese Bystandsfonds.*—Die Mediese Bystandsfonds word geadminestreer deur die Raad ooreenkomstig die reëls wat vir die doel deur die Raad voorgeskryf word.

(d) *Uitgawes van die Fonds.*—Die Raad moet so gou prakties moontlik ná die einde van iedere boekjaar die waarde vasstel van die dienste aan die Fonds deur die Raad gedurende daardie jaar gelewer en moet die Raad met die bedrag daarvan vergoed.

(e) *Bystand per abuis betaal.*—As 'n lid en/of sy afhanklike bystand ontvang het waarop hy nie kragtens hierdie klousule of die reëls van die Mediese Bystandsfonds geregtig is nie, is hy daarvoor aanspreeklik om aan die Fonds die bedrag van die bystand aldus ontvang, terug te betaal: Met dien verstande dat as die Raad dit in 'n besondere geval onbillik vind om terugbetaling van die hele bedrag te eis, hy na goeddunke terugbetaling van 'n kleiner bedrag kan eis, of dié lid en/of sy afhanklike van terugbetaling van die hele bedrag kan vrystel.

(f) *Betaling van bystand.*—Betaling van bystand moet aan lede en hul afhanklikes geskied ooreenkomstig die reëls van die Mediese Bystandsfonds.

(3) Siekefonds vir die Bounywerheid

(a) *Doelstellings.*—Die doelstellings met die Siekefonds is om—

- (i) lede te vergoed vir die verlies van verdienste weens siekte of 'n ongeluk;

(d) No employee shall be entitled to claim payment from the Holiday Fund until the day prescribed by the Council in terms of paragraph (b). The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so.

(e) 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 a written application being lodged with the Secretary of the Council.

(2) Building Industry Medical Aid Fund

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

- (i) to assist members and their dependants in regard to the cost of—
 - (aa) medical, dental, paramedical, surgical and optical services;
 - (ab) the supply of medicines;
 - (ac) the supply of medical, dental, surgical and optical requirements or appliances;
 - (ad) accommodation in a hospital or nursing home; and
 - (ae) any other services as may be specified in the rules from time to time;
- (ii) 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;
- (iii) without in any way detracting from or interfering with a member's free choice of service, to contract or negotiate a preferential tariff—
 - (aa) with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;
 - (ab) with any other person, body, institution or authority in respect of paramedical services as may be specified in the rules from time to time;
- (iv) 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;
- (v) 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*.

(b) *Membership of the Fund.*—(i) Membership of the Fund shall be compulsory for all employees who earn at least an artisan's wage and those employees who on the date of coming into operation of this agreement are members of the fund.

(ii) Persons other than those referred to in subparagraph (i) hereof who are directly employed or engaged 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 Fund shall *mutatis mutandis* apply to such persons.

(c) *Administration of the Medical Aid Fund.*—The Medical Aid Fund shall be administered by the Council in accordance with the rules prescribed for the purpose by the Council.

(d) *Expenditure of the Fund.*—The Council shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that year and shall reimburse the Council with the amount thereof.

(e) *Benefits paid in error.*—If any member and/or his dependant has received benefits to which he is not entitled under the provisions of this clause or the rules of the Medical Aid Fund, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Council deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such member and/or his dependant of the repayment of the whole amount.

(f) *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.

(3) Building Industry Sick Fund

(a) *Objects.*—The objects of the Sick Fund shall be—

- (i) to compensate members for loss of earnings arising out of sickness or accident;

- (ii) gratifikasies en/of jaargelde aan lede te verskaf in geval van permanente ongeskiktheid;
- (iii) werknemers te vergoed vir die verlies van hul gereedskap weens diefstal uit toesluitplekke en werkinkels: Met dien verstande dat as 'n werknemer sy gereedskap verloor weens optrede of versuim soos in klousule 12 (2) van hierdie Ooreenkoms beskryf, die werkgever van so 'n werknemer vir die totale waarde van dié verlore gereedskap verantwoordelik is.

(b) *Lidmaatskap van die Fonds.*—Lidmaatskap van die Fonds is verpligend vir alle werknemers vir wie lone in klousule 4 (1) voorgeskryf word.

(c) *Administrasie van die Fonds.*—(i) Die Fonds word geadminestreer deur die Raad.

(ii) Die Siekefonds word ooreenkomstig die reëls van die Fonds geadminestreer.

(d) *Uitgawes van die Raad.*—Die Raad moet so gou moontlik na die einde van elke boekjaar die waarde bepaal van die dienste wat die Raad gedurende die boekjaar aan die Fonds gelewer het, en die Raad daarvoor vergoed.

(e) *Bystand per abuis betaal.*—As 'n lid bystand ontvang het waarop hy nie kragtens hierdie klousule geregtig is nie, is hy daarvoor aanspreeklik om die bedrag wat aldus ontvang is, aan die Fonds terug te betaal: Met dien verstande dat as die Raad dit in 'n besondere geval onbillik ag om terugbetaling van die hele bedrag te eis, hy na goeë dunske terugbetaling van 'n kleiner bedrag kan eis of so 'n werknemer kan vrystel van terugbetaling van die hele bedrag.

(f) *Betaling van bystand.*—Lede ontvang bystand soos en in die mate voorgeskryf in die reëls van die Fonds.

(4) Nasionale Ontwikkelingsfonds vir die Bounwyerheid

(a) Nademaal die Raad verwittig is van die instelling van die Nasionale Ontwikkelingsfonds vir die Bounwyerheid (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 20.

(b) Die bedrae wat ingevolge klousule 20 (1) (f) deur werkgewers betaal word, moet deur die Raad maandeliks aan die Nasionale Fonds betaal word.

(c) Kopieë van die konstitusie en die geouditeerde jaarlikse rekenings en balansstate van die Nasionale Fonds vir elke boekjaar moet by die Raad en by die Direkteur-generaal van Mannekrag ingedien word. Vir die toepassing van hierdie subklousule beteken die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

(5) Opleidingsfonds vir die Bounwyerheid

(a) Nademaal die Raad verwittig is van die instelling van die Opleidingsfonds van die Bounwyerheid [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 Bounwyerheid uiteengesit in klousule 4 van die Skema kragtens die Wet op Mannekragopleiding, 1981, gepubliseer by Goewermentskennisgewing R. 1948 van 11 September 1987 of enige Goewermentskennisgewing wat voorsiening maak vir die voortsetting of vervanging van die Opleidingsfonds, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(b) Elke werkgewer moet die bedrag wat hy ingevolge klousule 7 (3) van genoemde Goewermentskennisgewing tot die Opleidingsfonds moet bydra, aan die Sekretaris van die Raad betaal.

(c) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (1) ingevorder het, min invorderingskoste van twee en 'n half persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Opleidingsfonds betaal.

(6) Pensioenskema vir die Bounwyerheid, Bloemfontein

(a) Die bedrae deur werkgewers betaal kragtens klousule 20 (1) (b) van hierdie ooreenkoms moet deur die Raad betaal word aan die versekeringsmaatskappy of -maatskappye met wie 'n ooreenkoms of ooreenkomste, in paragraaf (b) (ii) bedoel, aangegaan is vir die verwesenliking van die doelstellings van die Pensioenskema, min invorderingskoste van twee en 'n half persent, en dié bedrag val aan die algemene fondse van die Raad toe.

(b) *Doelstellings.*—(i) Die doelstellings van die Pensioenskema is om bystand aan lede te verskaf in die vorm van pensioen- en ander voordele in die geval van—

- (aa) aftrede weens ouderdom;
- (ab) sterfte.

(ii) to provide gratuities and/or annuities for members in the case of permanent disability;

(iii) to compensate employees 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 described in clause 12 (2) of this Agreement, the employer of such employee shall be responsible for the total value of such lost tools.

(b) *Membership of the Fund.*—Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1).

(c) *Administration of the Fund.*—(i) The Fund shall be administered by the Council.

(ii) The Sick Fund shall be administered in accordance with the provisions of the rules of the Fund.

(d) *Expenditure of the Fund.*—The Council shall as soon as practicable after the end of every financial year determine the value of the services rendered to the Fund by the Council during that financial year and shall reimburse the Council with the amount thereof.

(e) *Benefits paid in error.*—If a member has received benefits to which he is not entitled under the provisions of this clause, he shall be liable to repay to the Fund the amount of the benefits so received: Provided that if the Council deems it inequitable in any particular case to demand repayment of the whole amount, it may in its discretion demand repayment of any lesser amount, or relieve such employee of the repayment of the whole amount.

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

(4) National Development Fund for the Building Industry

(a) 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 20.

(b) The amounts paid by employers in terms of clause 20 (1) (f) shall be paid by the Council monthly to the National Fund.

(c) Copies of the constitution and of the audited annual accounts and balance sheets of the National Fund for each financial year, shall be lodged with the Council and with the Director-General of Manpower. For the purposes of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

(5) Building Industries Training Fund

(a) The Council having been advised to 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. 1948 of 11 September 1987 or any Government Notice which provides for the continuation or substitution of the Training Fund the collection of contributions in accordance with the procedure stated hereunder.

(b) Every employer shall pay to the Secretary of the Council the amount which he is required to contribute to the Training Fund in terms of clause 7 (3) of the said Government Notice.

(c) The Council shall each month pay over to the said Training Fund the total amount of contributions collected by it in terms of subclause (1), less a collection of two and a half per cent, which amount shall accrue to the general funds of the Council.

(6) Bloemfontein Building Industry Pension Scheme

(a) The amounts paid by employers in terms of clause 20 (1) (b) of this Agreement shall be paid by the Council to the insurance company or companies with which an agreement or agreements referred to in paragraph (b) (ii) has or have been entered into for implementation of the objects of the Pension Scheme, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(b) *Objects.*—(i) The objects of the Pension Scheme shall to provide benefits for members in the form of pension and other benefits in the case of—

- (aa) retirement on account of old age;
- (ab) death.

(ii) Die Raad word gemagtig om 'n ooreenkoms met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om aftredings- en sterftebystand vir lede te verkry.

(c) *Lidmaatskap.*—Lidmaatskap van die Pensioenskema is verpligtend vir werknemers in die Bou- en Monumentklipmesselnywerheid, Bloemfontein, wat minstens 'n ambagsmanloon ontvang en daardie werknemers wat op die datum van inwerkingtreding van hierdie ooreenkoms lede van die Fonds is.

(d) *Administrasie van die Skema.*—Die Skema word geadminestreer ooreenkomstig die ooreenkomste aangegaan kragtens paragraaf (b) (ii).

(e) *Betaling van bystand.*—Betaling van bystand moet geskied ten opsigte van lede ooreenkomstig die ooreenkoms of ooreenkomste aangegaan kragtens paragraaf (b) (ii).

32. BYSTAND ONVERVREEMBAAR

Die bystand deur die Fondse verskaf, is nie oordraagbaar nie en 'n lid wat poog om sy regte oor te maak, oor te dra, te sedeer, te verpand of te verhipotekeer, hou onmiddellik op om geregtig te wees op bystand hoëgenaamd, en lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes word beëindig.

33. RESERWES VAN FONDSE

(1) Indien die bedrag in die krediet van die Siektefonds of die Mediese Bystandsfonds te eniger tyd tot onder R20 000 daal, moet die betaling van bystand gestaak word en nie hervat word nie voordat die bedrag in die krediet van—

- (a) die Siektefonds meer as R30 000 is; en
- (b) die Mediese Bystandsfonds meer as R40 000 is.

(2) Sodra die betaling van bystand hervat word, moet die eise betaal word in die volgorde waarin hulle ontvang is.

Soos gemagtig, vir en namens die partye by die Raad, op hede die 18e dag van Mei 1987 te Bloemfontein onderteken.

H. C. WANDRAG,
Voorsitter van die Raad.

W. C. KEITH,
Lid van die Raad.

J. R. LOUW,
Sekretaris van die Raad.

(ii) The Council shall be empowered to enter into an agreement with an insurance company or companies with the objects of securing retirement and death benefits for members.

(c) *Membership.*—Membership of the Pension Scheme shall be compulsory for employees in the Building and Monumental Masonry Industries, Bloemfontein, who earn at least an artisans's wage and those employees who on the date of coming into operation of this agreement are members of the Fund.

(d) *Administration of the Scheme.*—The Scheme shall be administered in accordance with the provisions of the agreements entered into in terms of paragraph (b) (ii).

(e) *Payment of benefits.*—Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreement entered into in terms of paragraph (b) (ii).

32. BENEFITS INALIENABLE

The benefits provided by the Funds are not transverable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

33. RESERVES OF FUNDS

(1) If at any time the amount to the credit of the Sick Fund or the Medical Aid Funds below R20 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of—

- (a) the Sick Fund exceeds R30 000; and
- (b) the Medical Aid Fund exceeds R40 000.

(2) Upon payment of benefits being resumed, claims shall be met in the order in which they were received.

Signed at Bloemfontein, as authorised, for and on behalf of the parties to the Council, this 18th day of May 1987.

H. C. WANDRAG,
Chairman of the Council.

W. C. KEITH,
Member of the Council.

J. R. LOUW,
Secretary of the Council.

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