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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 460

18 Maart 1988

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE.—
OOREENKOMS VIR DIE BOLAND

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 1 April 1988 en vir die tydperk wat op 31 Maart 1991 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, 5 (2), 17 (4) (b), 26, 28 (5) (c), 30, 32, 33, en 36, met ingang van 1 April 1988 en vir die tydperk wat op 31 Maart 1991 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

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

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 460

18 March 1988

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE.—
AGREEMENT FOR THE BOLAND

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 1 April 1988 and for the period ending 31 March 1991, 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, 5 (2), 17 (4) (b), 26, 28 (5) (c), 30, 32, 33 and 36, shall be binding, with effect from 1 April 1988 and for the period ending 31 March 1991, 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.

BYLAE**NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(WESTELIKE PROVINSIE)****OOREENKOMS**

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

Master Builders' and Allied Trades Association (West Cape)

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Building Workers' Union

South African Operative Masons' Society

South African Woodworkers' Union

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

1. TOEPASSINGSBESTEK

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

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

(b) in die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd die gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermenskennisgewing 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het), Somerset-Wes [uitgesonderd daardie gedeelte wat voor 9 Maart 1973 (Goewermenskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het] en Strand.

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

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

(b) van toepassing op vakleerlinge slegs in dié mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens voorgeskryf nie;

(c) van toepassing op kwekelinge slegs in dié mate waarin dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of voorwaardes daarkragtens voorgeskryf nie;

(d) van toepassing op "slegs arbeid"-kontrakteurs, werkende vennote en werkende direkteurs;

(e) nie van toepassing nie op universiteitstudente en gegradeerdes in die bouwetenskap en konstruksietoetsighouers en ander persone wat praktiese werk doen ter voltooiing van hul akademiese opleiding;

(f) van toepassing op voormanne;

(g) nie van toepassing op werknemers in die elektrotegniese ambagte en op administratiewe personeel nie.

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 drie jaar vanaf die datum van publikasie van hierdie Ooreenkoms.

3. WOORDOMSKRYWING

Alle terme en 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, sluit die alle wysigings van sodanige wet in; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"vakleerling" 'n werknemer wat diens doen ooreenkomstig 'n skriftelike vakleerlingkontrak wat geregistreer is ingevolge die Wet op Mannekragopleiding, 1981, en sluit dit in 'n werknemer wat in diens is gedurende die proeftydperk wat in dié Wet toegelaat word;

"ambagsman" iemand in die Bounywerheid wat as sodanig geregistreer is ingevolge klousule 11 (1) van hierdie Ooreenkoms en van wie vereis en wat toegelaat word om "ambagsmanswerk" soos omskryf, te verrig;

SCHEDULE**INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(WESTERN PROVINCE)****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 (West Cape)

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

Amalgamated Society of Woodworkers

Amalgamated Union of Building Trade Workers of South Africa

Building Workers' Union

South African Operative Masons' Society

South African Woodworkers' 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 (Western Province).

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg] and Strand.

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

(a) apply only 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 "labour only" contractors, working partners and working directors;

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

(f) apply to foremen;

(g) not apply to employees in the electrical trades and administrative staff.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Act and shall remain in force for three years from date of publication of this Agreement.

3. DEFINITIONS

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

"Act" means the Labour Relations Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered under the Manpower Training Act, 1981, and shall include an employee employed during the probationary period allowed under that Act;

"artisan" means any person in the Building Industry, registered as such in terms of clause 11 (1) of this Agreement and who is required and permitted to perform "artisan's work" as defined;

"ambagsman se assistent" 'n leerling-ambagsman wat twee maal in die voorgeskrewe derdejaartoeets ter kwalifisering as ambagsman gedruip het en wat by die Raad as ambagsman se assistent geregistreer is en wat toegelaat word om ambagsmanswerk, soos omskryf, onder die voortdurende toesig van 'n vakman te verrig;

"ambagsmanswerk" diens in werk wat in die Bou- en/of Monumentklipmesselnywerheid, soos omskryf, verrig word, uitgesonderd werk in die omskrywing van algemene werker en skoonmaker omskryf en omvat dit 'n werknemer wat een of meer van die volgende werksaamhede in een of meer van die ambagte hierna aangedui, verrig:

(a) *Asfaltwerk*.—Horisontale, skuins en vertikale oppervlakke (met inbegrip van gespesialiseerde waterdigmaking) asfalteer en waterdig maak, in of deur openings bewerk en teen kante en regop strukture op en af en daaroor afwerk, en dit verseël; toesig hou oor ambagsman se assistente wat horisontale en effens skuins oppervlakke asfalteer of waterdig maak;

(b) *messelwerk, blokkies lê en pleisterwerk* (met inbegrip van betonwerk, vooraf gegiet betonwerk, plaveiwerk en teëlwerk)—

(i) *messelwerk*, wat die volgende insluit: Betonwerk en die aanbring van betonblokke; uitleë, hoogtes meet, loodregstelling, profiele opstel, voegstryking, opstel en in posisie plaas vir bouwerk en alle verdere regstelling van setmate; venster- en deurkosyne in posisie plaas; mure uitvoer en vloere teël met gebrandeklei- of glasuurkeramiekteëls, voegstryk, plavei en mosaïekwerk met leiklip, marmer of komposisiemateriaal; rioolaanlegwerk, leiklipwerk en dakteëlwerk, toesig hou oor ambagsman se assistente, leerling-ambagsmante en vakleerlinge wat messel-, blokkieslê-, pleister-, plavei- of teëlwerk verrig;

(ii) *pleisterwerk*, wat die volgende insluit: Modelleerwerk, granolitiese en komposisievloerwerk met sementbasis, kurk- en komposisiemuurbedekking aanbring en vooraf gegiete of kunsklipwerk poleer; toesig hou oor ambagsman se assistente wat pleister- en afvlakwerk verrig;

(c) *teëlwerk*.—Teëls of ander materiaal lê, hoeke waterpas stel; toesig hou oor ambagsman se assistente wat teëlwerk verrig;

(d) *timmer- en skrynwerk, kantoor-, winkel- en bankuitrustingswerk* (met inbegrip van plafonne, afskortings en venstermure).—Uitwerk, uitmerk, uitleë, langs en dwars waterpas maak; bekisting in lyn plaas vir betonwerk, bekisting aanmeekaarsit; toebehore aanmeekaar- en vassit; afgewerkte houtwerk saag, skaaf en vassit; dakke, afskortings; mure, plafonne, vloere van geskaafde hout, komposisiemateriaal en/of onbewerkte hout of deels metaal aanmeekaar- en vassit; kombuis- en/of rakstoebehore vervaardig, aanmeekaar- en vassit; dakbekedekingstroke aan houtagter- of -voetstukke vassit en bevestig; dakpanne, dakleiteëls en dakspane vassit; toesig hou oor ambagsman se assistente wat timmer- en skrynwerk, kantoor-, winkel- en bankuitrustingswerk en werk aan plafonne, afskortings en venstermure verrig;

(e) *klip-, klipmessel- en monumentwerk*.—Letters en versierings teken, ontwerp en uitleë; letters met die hand en 'n drukluhamer uitsny en graveer; klipkap- en klipbouwerk; die kap van klippe vir en die bou van sier- en monumentklipmesselwerk en die maak en oprigting van alle soorte grafstene en -gedenkstene; betonwerk en die aanbring van bou van voorafgegiete en kunsklip- of marmerwerk, plavei- en mosaïekwerk; voegstrykwerk; muur- en vloerbeteëling, die bediening van klipwerk-masjinerie, met inbegrip van outomatiese klipsaagmasjiene, uitgesonderd klippoleermasjinerie, die skerpmak van klipmesselaarsgereedskap en die maak van nuwe klipwerkgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit maak of berei het in die gebou of bouwerk aangebring word of nie; toesig oor ambagsman se assistente wat klip-, klipmessel- en monumentklipmesselwerk verrig;

(f) *metaalwerk*.—Masjiene merk, afmerk, opstel en toesig daaroor hou; handsweis- en -swissoldeerwerk; met die hand boor en moerdradsny; finale vulling en aanmeekaarsit; siermetaalwerk, metaalrame en -trappe, boommetaalwerk en uitgedrukte metaal vassit; toesig hou oor ambagsman se assistente wat metaalwerk verrig;

(g) *rioolaanleg en loodgieterswerk*, wat die volgende insluit: Sweis-oldeer-, sweis-, loodlas-, gasaanleg-, sanitêre en huisingenieurs-, rioolaanlegwerk, kalfaat-, ventileer-, verwarmings- en verkillingswerk, die aanlê van warm en koue water, brandbestrydingsinstallering, en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie; voltooide installasies merk, afmerk, in gebruik neem en toets; toesig hou oor ambagsman se assistente wat rioolaanleg en loodgieterswerk verrig;

"artisan's assistant" means a learner artisan who has twice failed the prescribed three-year test to qualify as an artisan and who is registered as an artisan's assistant with the Council and who is permitted to perform artisan's work, as defined, under the constant supervision of a craftsman;

"artisan's work" means employment in any work performed in the Building and/or Monumental Masonry Industry, as defined, excluding work as defined in the definitions of "general worker" and "cleaner", and shall include an employee engaged in any one or more of the following operations in any one or more of the trades indicated below:

(a) *Asphalting*.—Asphalting and waterproofing horizontal, sloping and vertical surfaces (including specialised tanking), dressing into or through openings and up, down and over edges and upstands, and sealing; supervision of artisan's assistants engaged on asphalting or waterproofing horizontal and slightly sloping surfaces;

(b) *bricklaying, blocklaying and plastering* (including concreting, precast concrete, paving and tiling)—

(i) *bricklaying*, which includes concreting and fixing of concrete blocks; setting out, taking levels, plumbing angles, setting up profiles, pointing, erecting and setting into position for building and all subsequent adjustment of jigs; setting into position of windows and door frames; lining of walls and tiling of floors with burnt clay or vitreous ceramic tiles, pointing, paving, mosaic work in slate, marble or composition; drainlaying, slating and roof tiling, supervision of artisan's assistants, learner artisans and apprentices engaged on bricklaying, blocklaying, plastering, paving or tiling;

(ii) *plastering*, which includes modelling, granolithic and cement base composition flooring, fixing cork, composition wall covering and polishing of precast or artificial stonework; supervision of artisan's assistants engaged on plastering and screeding work;

(c) *tiling*.—Setting tiles or other materials, plumbing angles; supervision of artisan's assistants engaged on tiling;

(d) *carpentry and joinery, office, shop and bank fitting* (including ceilings, partitions and window walling).—Working out, marking out, setting out, plumbing and levelling; lining up of shuttering for concreting, assembly of shuttering; assembling and fixing of fittings; cutting, planing and fixing finished woodwork; assembly and fixing of roofs, partitions, walls, ceilings, floors in wrot timber, composition materials and/or rough timbers or part metal; manufacturing, assembling and fixing of kitchen and/or cupboard fittings; and fixing and securing roof cladding sheets to wood backing or grounds; fixing of roof riles, roof slates and shingles; supervision of artisan's assistants engaged on carpentry, joinery, office, shop and bank fittings, ceilings, partitions and window walling;

(e) *stonework, masonry and monumental work*.—Drawing, designing and setting out letters and enrichments; cutting and carving letters by hand and pneumatic hammer; stone cutting and building; cutting and building of ornamental and monumental stonework and the manufacture and erection of gravestones and cemetery memorials of all types; concreting and fixing or building precast and artificial stone or marble, paving and mosaic work; pointing; wall and floor tiling, operating stone working machinery, including automatic stone sawing machines, other than stone polishing machinery and the sharpening of mason's tools, making of new stoneworking tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used; supervision of artisan's assistants engaged on stonework, masonry and monumental work;

(f) *metal work*.—Marking out, setting out, setting up and supervising machines; hand welding and brazing; drilling and tapping by hand; final filling and assembling; the fixing of builder's smithwork, metal frames and metal stairs, architectural metalwork and extruded metal; supervision of artisan's assistants engaged on metalwork;

(g) *drainlaying and plumbing*, which includes brazing, welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, chilling, hot and cold water fitting, fire prevention installation, and the manufacture and fitting of all sheet metal work, whether or not the fixing on the building or structure is done by the person making or preparing the article used; marking out, setting out, commissioning and testing of completed installations; supervision of artisan's assistants engaged on drainlaying and plumbing;

(h) *staalwerk/staalwapening/staalkonstruksie*.—Staalwapening op die terrein, wat die volgende insluit: Wapening op die terrein merk, buig, in posisie plaas en aanbring;

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

(i) *houtmasjienwerk/houtwerk*.—Houtwerkmasjiene merk, afmerk, opstel, bedien en toesig daarvoor hou; toesig hou oor ambagsman se assistente wat houtmasjienwerk/houtwerk verrig;

(j) *vloerlegging en muurbedekking*.—Bevloering, wat die volgende insluit: Vloere van hout, mosaïek, komposisiemateriaal, rubber of ander materiaal lê en vassit; dit dan skuur, en alle soorte vloer- of muurbedekking met teëls of plate aanbring, met inbegrip van veerkragtige vloere, linoleum, inleglinoleum, Malthoid, asfaltteëls of materiaal met asfalt as basis, kurk, rubber, tapyte, viniel- en plastiekkomposisiemateriaal; toesig hou oor ambagsman se assistente wat vloere lê of vloer- en muurbedekking verrig;

(k) *beglasing*, wat die volgende insluit: Glas en dergelike materiaal meet en sny, met inbegrip van die aanbring van alle soorte glas of ander dergelike produkte in die sponnings van hout- en metaaldeure, -venters, -kosyne of dergelike vaste toebehore en alle werksaamhede wat daarmee gepaard gaan; toesig hou oor ambagsman se assistente wat beglasing verrig;

(l) *verfwerk*, wat die volgende insluit: Versierwerk, muurplakwerk, distemperwerk, beitswerk, verniswerk, vlamskilderwerk, marmering, spuitverfwerk, letterskilderwerk, reliëfwerk met pleisterkstuur en muurversiering; toesig hou oor ambagsman se assistente wat verf- en versierwerk verrig;

“bootsmanstoel” ’n hangende platformsitplek wat bedoel is om een persoon in ’n verheve posisie te hou in verband met bou- of uitgrawingswerk;

“Boland” die landdrosdistrikte Paarl, Wellington, Stellenbosch, Kuilsrivier (uitgesonderd dié gedeeltes van laasgenoemde twee distrikte wat voor die publikasie van Goewermenskennisgewing 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het), Somerset-Wes [uitgesonderd daardie gedeelte wat voor 9 Maart 1973 (Goewermenskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het] en Strand;

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

“Bounywerheid” of “Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin die werkgewer en die werknemer met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit ook alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde werksaamhede of onderverdeling daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue en ook die sloping van geboue, tensy die betrokke werkgewer bewys kan lewer dat sodanige sloping nie uitgevoer is met die doel om die terreine vir bouwerksaamhede voor te berei nie;

Messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -platblokke of -plate en glasstene, die beteëling van mure en vloere, voegwerk, plaveiwerk, mosaïekwerk, voorwerk met leiklip, marmer en komposisiemateriaal, rioolaanlegwerk, lei- en teëlwerk op dakke, bitumen-, asfalt- en plaatwerk;

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

skrynwerk, wat die volgende insluit: Die vervaardiging van alle skrynwerkartikels, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

ruit-in-loodwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en reklameborde en die beglasing wat daarmee in verband staan;

Klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap van klippe vir en die bou van sier- en monumentklipwerk, betonwerk en die aanbring of bou van voorafgegiëte en/of kunsklip of marmer, plaveiwerk, mosaïekwerk, voegwerk, muur- en vloerbeteëling, die bediening van klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipmesselaarsgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

(h) *steel work/steel reinforcing/steel construction*.—Steel reinforcing on site, which includes marking out and bending, placing and fixing of reinforcing on the site;

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

(i) *wood machining/woodworking*.—Marking out, setting out, setting up, operating and supervising woodworking machines; supervision of artisan's assistants engaged on wood machining/woodworking;

(j) *floor laying and wall covering*.—Flooring, which includes laying and fixing of floors of wood, mosaic, composition, rubber or any other material; sandpapering of same, and the fixing of all types of flooring or wall coverings in tile or sheets, including resilient flooring, linoleum, inlaid linoleum, althoid, asphalt tiles or asphalt based materials, cork, rubber, carpeting, vinyl and plastic compositions; supervision of artisan's assistants engaged on floor laying or floor and wall covering;

(k) *glazing*, which includes measuring and cutting of glass and similar materials, including the fixing of all kinds of glass and other like products into rebates formed in wood or metal doors, windows, frames or like fixtures and all operations incidental thereto; supervision of artisan's assistants engaged on glazing;

(l) *painting*, which includes decorating, paperhanging, distemping, staining, varnishing, graining, marbling, spraying, signwriting, plaster texture relief work and wall decorating; supervision of artisan's assistants engaged on painting and/or decorating;

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

“Boland” means the Magisterial Districts of Paarl, Wellington, Stellenbosch, Kuils River (excluding any portions of the last-mentioned two districts which, prior to the publication of Government Notice 283 of 2 March 1962, fell within the Magisterial District of Bellville), Somerset West [excluding that portion which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg] and Strand;

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

“Building Industry” or “Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which the employer and employee 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 prepared or the necessary articles are made on the site of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations:

Bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates and glass bricks, tiling of walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating and roof tiling, bituminous work and asphalt and sheeting;

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

joinery, which includes the manufacture of all articles of joinery, whether or not the fixing of the articles in the building or structure is done by the person making or preparing the article used;

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

masonry, which includes stone cutting and building, also the cutting and building of ornamental and monumental stone work, concreting and the fixing or building or precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stoneworking machinery other than stone polishing machinery, and the sharpening of mason's tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

verfwerk, wat die volgende insluit: Die prosesse van versierwerk, emaljeerwerk, vlamskilderwerk, marmering, beitswerk, verniswerk, verguldwerk, belegwerk, sjabloonwerk, planeerwerk, muurplakwerk, spuitverfwerk, glasuurwerk, oliewerk, waspoleerwerk, distemperwerk, wit- en kleurkalkwerk, houtverduursaming, en wat ook insluit die verwydering van verf, skraap, was en skoonmaak van geveerde of gedistemperde mure en was en skoonmaak van houtwerk wanneer sodanige verwydering, skraap, was en skoonmaak enigeen van die genoemde prosesse voorafgaan;

pleisterwerk, wat die volgende insluit: Modelleerwerk, granolitiese en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daarvan, voorafgegierte of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, met inbegrip van die aanbring van asfaltmastik of bitumineuse mastik vir doeleindes van waterdigting op horisontale of vertikale vlakke, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanleë van warm en koue water, brandbestrydingsinstallering en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrusting, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstallkaste, toonbanke, skerms en binnenshuise los en vas toebehoere;

staalwapening, wat die volgende insluit: Die maak en oprig van bekisting, en toesighouding oor die buig, plasing en vassit van staal en beton in die regte posisie;

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

houtwerk, wat die volgende insluit: Timmerwerk, houtwerk, masjienwerk, draaiwerk, houtsuierwerk, die aanbring van gegolfdde sinkplate, asbesteëls, dakspaanbedekking en ander dakbedekkingswerk, klank- en akoestiek materiaal, kurk- en asbesisolasië, houtbelatting, komposieplafonne en -muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies en ander vloerwerk, met inbegrip van hout, kurk en rubber, en die skuur daarvan met skuurpapier, kurktapytwerk en alle klasse of soorte linoleum wanneer dit in 'n gebou of bouwerk aangebring word, die aanbring van versadigde asfaltvilt of materiaal aan vloere en/of mure en/of dakke, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

"skoonmaker" 'n werknemer wat een of meer van die volgende werksaamhede verrig: Persele, deurvensters, uitrusting, gereedskap, masjinerie, meubels, voertuie, tenks, houers of ander artikels skoonmaak en/of was, met inbegrip van vloere, meubels of voertuie poleer, tapyte borsel, oortollige afvalmateriaal verwyder en ander skoonmaakwerksaamhede verrig wat met bogenoemde in verband staan;

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

"Raad" die Nywerheidsraad vir die Bounywerheid (Weselike Provinsie) wat ooreenkomstig artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ooreenkomstig artikel 19 van die Wet;

"vakman" 'n werknemer van wie vereis of wat toegelaat word om ambagsmanswerk te verrig en wat ooreenkomstig klousule 11 (2) as 'n vakman geregistreer is;

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

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

painting, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, sizing, paperhanging, sprayin, glazing, oiling, wax-polishing, distemping, lime and colour washing, woodwork preservation, and which also includes paint removal, scraping, washing and cleaning of painted or distempered walls and washing and cleaning woodwork when such removal, scraping, washing and cleaning is preparatory to any of the said processes;

plastering, which includes modelling, granolithic and composition flooring, composition wall covering and polishing, precast or artificial stone work, wall and floor tiling, paving and mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

steel reinforcing, which includes the making and erection of shuttering, supervising of the bending, placing and fixing in position of steel and concrete;

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

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, asbestos tiles, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork and metal, block and other flooring, including wood, cork and rubber, and sandpapering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure; the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

"cleaner" means an employee engaged on any one or more of the following activities: Cleaning and/or washing premises, door windows, equipment, tools, machinery, furniture, vehicles, tanks, containers or other articles, including the polishing of floors, furniture or vehicles, brushing carpets, removing excess waste materials, and other cleaning activities incidental to the foregoing;

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

"Council" means the Industrial Council for the Building Industry (Western Province) registered in terms of section 2 of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section 19 of the Act;

"craftsman" means an employee who is required or permitted to perform artisan's work and who is registered as a craftsman in accordance with the provisions of clause 11 (2);

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

"noodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werkure soos in klousule 13 voorgeskryf, verrig kan word nie en wat nodig is ten einde die gesondheid of veiligheid van die publiek en/of die veiligheid van eiendom of die beoefening van 'n ander nywerheid of werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of gewelddaad, sonder versuim verrig moet word, te verseker;

"voorman" 'n werknemer wat hoofsaaklik—

(a) toesighoudende werk verrig maar wat ook die werk van 'n ambagsman kan verrig;

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

(c) dissipline handhaaf; en

(d) regstreeks as 'n algemene voorman of die werkgewer of die werkgewer se gemagtigde verteenwoordiger verantwoordelik is vir doeltreffendheid en produksie op die terrein;

"algemene werker" iemand wat in die Bounywerheid een of meer van die volgende werksaamhede verrig:

(a) In die ambagte steenmesselwerk, blokkieslê en pleisterwerk (met inbegrip van beton-, voorafgegietebeton-, plavei- en teëlwerk)—

(i) in die ambagte steenmesselwerk en/of -afwerking, plavei- en/of teëlwerk—

vertandings en intandings sny om stene te verbind, vertikal voë tussen die stene en die beton opvul, muurgroewe maak, uitskraping en bryvulling, uitgesonderd steenmure in die bouproses, voë in steenwerk en teëlvloere met 'n dissel uitkap en skoonmaak; onder toesig plaveisel voegvul, maar nie voegstryk nie; stene en blokkies lê wat nie in dagha of mastik ingebed is nie; los platblokke, plaveisel en teëls op oppervlakke sonder onderlaag lê; voglae sny, aanbring en lê; standers, platblokke en dergelike muurkomponente in posisie plaas waar loodgieterswerk nie nodig is nie; 'n karborundum-, wolfram- of diamantsaag of dergelike uitrusting bedien;

(ii) in die ambagte betonwerk, voorafgegietebetonwerk en pleisterwerk—

mure en plafonne saksmeer, gietvorms met 'n voor- of betonmengsel vul, vlekke bo-op afgewerkte oppervlakke toesmeer deur 'n sementbrymengsel te gebruik en die oppervlak glad te skuur; geton lê, grof afstryk en gelykmaak; 'n betontriller bedien en help met betonafvlakking met 'n masjien; 'n draagbare slyp- of dergelike masjien bedien; steenvoë uitskrap en oppervlakke vir pleisterwerk voorberei; herhaalgietsvorms opstel en bekisting en gietstukke uitmekaarhaal; voë in gietvorms onder toesig met gips met die hand toestop; gietvorms vul en vasstamp;

(b) in die ambagte bitumineuse en/of asfaltwaterdigting—

die vuur versorg en skoonmaak; asfalt en macadam meng; materiaal op die aanlegterrein stort, aanwend en rofweg gelykmaak; help met die aanwending van bitumastikbehandeling en ander vloeiare waterdigtings- en mastikmateriaal aan oppervlakke; rol met handrollers; gelede mastik onder toesig opvryf totdat dit verhard het; beskermende verwe en/of deklae aan waterdigte oppervlakke aanwend;

(c) in die ambag teëlwerk—

kleefstof aan mure aanwend, vloerpolitoer aanwend; voë invul en alle muurteëls skoonmaak (uitgesonderd voegvulling en voegstryking); die groottes van muur- en vloerteëls meet;

(d) in die ambagte timmer- en skrynwerk, kantoor-, winkel- en bank-uitrustingswerk (met inbegrip van plafonne, afskortings en vensterommuring)—

onder toesig van 'n ambagsman, lym aan tappe of oppervlakke aanwend voordat die skrynwerk, winkel-, kantoor- en banktoebere, afskortings, mure, plafonne en vloere vasgeklamp of gepers word; rugkante, laaie en rame of toebere met 'n kramtoestel vaskram; taggate skoonmaak; veerklemme aan dekstroke vasheg; onder toesig van 'n ambagsman, stutte in posisie plaas en aan drabakke vasheg en volgens hoogte regstel; onder toesig van 'n ambagsman, onbewerkte hout, bekleding en/of beplating en ander materiaal wat soos dakpanne gevorm is volgens maat in posisie plaas; dekplate vassit; dakpanne met 'n masjien sny; steierpale of stutte saag; steierwerk onder toesig oprig; plate aan die kante van staalskelette en houtbekistingsrame vervang; hoepelyster sny, buig en vashou; versterkers vervang om bekisting te versterk; bekisting ophys en in posisie plaas maar nie vassit nie; houtstutte opwig; bekisting uitmekaarhaal; dakpanne met draad vasmaak;

"emergency work", without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work prescribed in clause 13 and which is necessary to ensure the health or safety of the public and/or the safety of property or the carrying on of any other industry or any work which owing to causes such as fire, storm, flood or accident or act of violence, must be performed without delay;

"foreman" means an employee who, primarily—

(a) is employed in a supervisory capacity, but who may also be doing 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 a general foreman or the employer or the employer's authorised representative for efficiency and production on site;

"general worker" means any person employed in the Building Industry in any one or more of the following operations:

(a) In the trades of bricklaying, blocklaying and plastering (including concreting, precast concrete, paving and tiling)—

(i) in the trades of bricklaying and/or setting, paving and/or tiling—

cutting of toothings and indents for bonding brickwork, filling of vertical joints between brick and concrete, chasing, raking out and grouting, excluding brick walls in the process of building, dubbing out of joints in bricks and tile floors and cleaning off; jointing of paving, excluding pointing, under supervision; laying of bricks and blocks not bedded in mortar or mastic, laying loose slabs, paving and tiles on surfaces without bedding; cutting, fixing and laying damp course; placing into position of uprights, slabs and similar walling components where no plumbing is required; operating a carborundum, tungsten or diamond saw or similar equipment;

(ii) in the trades of concreting, precast concrete and plastering—

bagging down of walls and ceilings, filling of moulds with a facing mixture or concrete mixture, filling in blemishes on the face of finished surfaces, using a cement grout mixture and rubbing the face; laying, rough floating and levelling of concrete; operating a concrete vibrator and assisting with concrete screeding by machine; operating a portable grinder or similar machine; raking out of brick joints and preparation of surfaces for plastering; setting up repetitive moulds and stripping casings and castings; stopping joints of moulds with plaster of Paris by hand under supervision; filling in and tamping moulds;

(b) in the trades of bituminous and/or asphalt waterproofing—

attending to fires and cleaning up; mixing asphalt and macadam; dumping, applying and roughly levelling materials at the laying site; assisting with the application of bitumastic treatment and other liquid waterproofing and mastic materials to surfaces; rolling with hand rollers; rubbing up laid mastic under supervision until set; applying protective paints and/or coatings to waterproofed surfaces;

(c) in the trade of tiling—

applying of adhesive to walls, applying of floor polish; filling in of joints and cleaning of all wall tiles (but excluding jointing and pointing); gauging of sizes of wall and floor tiles;

(d) in the trades of carpentry; joinery; office, shop and bank fitting (including ceilings, partitioning and window walling)—

under supervision of an artisan, applying glue to tenons or surfaces prior to cramping or pressing of joinery, shop, office and bank fittings, partitions, walls, ceilings and floors; stapling backs, drawers and trays or fittings by stapler; cleaning mortices; fixing spring clips to cover strips; under supervision of an artisan the placing of supports and fixing to bearer and adjusting to heights; under the supervision of an artisan placing of rough timbers, cladding and/or sheeting and other materials shaped as roofing tiles to a gauge; fixing of decking plates; cutting of roof tiles by machine; cutting scaffold poles or props; erecting scaffolding under supervision; replacing sheeting to sides of steel skeleton and wood formwork frames; cutting, bending and holding hoop iron; replacing stiffeners to strengthen shuttering; hoisting shuttering and placing in position but not fixing; wedging up wood props; stripping shuttering; tying of roof tiles with wire;

(e) in die ambagte klipwerk, klipmesselwerk en monumentklipmesselwerk—

help met die lê van klippe en die vassit van saaglemme ten einde hangsaie en poleermasjiene te bedien, met inbegrip van die bediening van slypsteenmasjinerie; onder toesig voëë bryvul en die agterkant van klipwerk vul; die voëë en agterkante van klipwerk met 'n waterdigtingsmengsel verf; klopboor hanteer of 'n hamer en pons gebruik om klip te kloof of tapgate te boor; hangsaie onder toesig hanteer; 'n duntermasjiene bedien, met inbegrip van 'n handduntermasjiene, 'n draaibank en sirkelsaie (ten opsigte van monumentklipmesselwerk), klip-poleermasjinerie, met inbegrip van handpoleeruitrusting, outomatiese lettersnymasjiene, hangsaie en raamsaie, kompressors en drukluggereedskap op voorafgegiëte en ander klip bedien, onder periodieke toesig van 'n geskoolde werknemer;

(f) in die ambagte metaalwerk—

onder toesig van 'n ambagsman, staalvenster- en -deurkosyne verbind; metaal met 'n krag- of handmasjiene boor of pons en herhalend moerdraad daarin sny; skarniere en ankers aan staalvenster- en -deurkosyne vassit; 'n krag-slypmasjiene op metaal bedien; met die hand vyl;

(g) in die ambagte beglasing, verf- en versierwerk—

alle werk ter voorbereiding vir die aanwending van gespesialiseerde verflae, die aanwending van kleurlose mengsels aan sementdakpanne op dakke, opvulwerk voordat houtoppervlakke met ander stof as lakvernis gepoleer word; kaaft of ander harde houtsoorte skoonmaak, met gebruikmaking van oplosmiddels en staalwol; beskermende olie- en verseëlwerk; ruite skoonmaak nadat dit ingesit is; klaargemaakte rame skoonmaak voordat dit bestopverf word; stopverf brei tot die korrekte konsistensie; opgeknapte, tydelike en nywerheidsgeboue afwit en met teer of ander dergelike produkte behandel; teer of houtverduursamingsmiddels aanwend op onbewerkte hout soos balke en vloeronderkante; balke en die agterkante van klip met 'n waterdigtingsmengsel verf; dakke voorberei, met inbegrip van die afskraap daarvan en dit met 'n draadborsel afborsel voordat dit gevef word; alle bouersuitrusting met 'n preserveermiddel verf, oppervlakke 'n grondlaag van bitumastiek of kleurlose waterdigtingsmengsels toedien, los en afgeskilferde verf van geute, rioolpype en ander oppervlakke verwyder. Met dien verstande dat as 'n blaaslamp of verplosmiddel gebruik word die werk onder toesig van 'n ambagsman uitgevoer moet word; pleister van staal- en houtoppervlakke in nuwe geboue verwyder voordat dit gevef word; vooraf afgewitte of ander oppervlakke afskraap en afskuur; mure of ander oppervlakke wat afgewit en gevef moet word, afskraap en was; hout met 'n preserveermiddel behandel; kleurlose vloeibare opfrisser aan steenwerk of slasto aanwend; sementstryksel aan alle oppervlakke aanwend; bitumastiek aan rioolpype aanwend; chemiese kleefmiddels op sinkdakke met 'n verfkwas aanwend; vlambehandeling onder toesig van 'n ambagsman;

(h) in die ambagte rioollê- en loodgieterswerk—

pype en stawe met die hand afsaag, skroefdraadsny, buig en moerdraadsny; pyptoebehore vooraf inmeekaarsit en vassit; rioolpype onder toesig kalfater;

(i) in die ambagte staalwerk/staalwapening/staalkonstruksie—

onder toesig van 'n ambagsman staalwapeningsmateriaal met draad bind of vasbind en sodanige materiaal sny, buig, inmeekaarsit, oprig en vassit;

by staalkonstruksie—staalbekisting en -suile oprig (maar nie in lyn bring, loodreg stel en waterpas maak nie);

(j) in die ambagte houtmasjinerie/houtwerk—

'n elektries aangedrewe baanskuurmasjiene bedien, met gebruikmaking van skuurpapier van graad 400 tot 120; hout met draagbare skuurmasjiene skuur; materiaal van alle houtwerkmasjiene afhaal; materiaal herhalend voer aan houtwerkmasjiene, uitgesonderd houtfreemasjiene, in werkwinkels;

(k) in die ambagte vloere lê en muurbedekking—

kleefstowwe meng, aanwend en uitstryk voordat vloerblokkies, -teëls, -plaatbedekking en soortgelyke materiaal gelê word; rollers en ander toestelle gebruik om vloermateriaal vas te bed nadat dit ingesit of gelê is;

(e) in the trades of stone work, masonry and monumental work—

assisting and setting stone and fixing saw blades for the purpose of operation of swing saws and polishing machinery, including working grindstone machinery; grouting-in joints and filling backs of stone work under supervision; painting of joints and backs of stone with waterproofing compound; working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes; attending swing saws under supervision; operating a dunter, including a hand dunter, turning lathe and circular saws (in respect of monumental work), stone polishing machinery, including hand polishing equipment, automatic letter-cutting machines, swing and frame saws, compressors and pneumatic tools on precast and other stone, under the periodic supervision of a skilled employee;

(f) in the trade of metal work—

under the supervision of an artisan, coupling steel windows and door frames; drilling or punching and repetitive tapping metal by power or hand machines; fixing hinges and lugs to steel windows and door frames; operating a power driven grinding machine on metal; filing by hand;

(g) in the trades of glazing, painting and decorating—

all work preparatory to the application of specialised coatings, applying colourless solution to cement tiles on roofs, filling preparatory to polishing of wood surfaces with fabric other than French polishing; cleaning down of teak or other hard woods by using solvents and steel wool; protective oiling and sealing; cleaning of glass after glazing; cleaning completed frames in preparation for puttying; kneading of putty to correct consistency; limewashing and the use of tar or other similar products to renovated, temporary and industrial buildings; application of tar or wood preservative on rough timbers such as joists and underside of floors; painting of joists and backs of stones with waterproofing compound; preparing roofs, including scraping, wire brushing prior to painting; preservative painting of all builders' plant, priming surfaces with bitumastic or colourless waterproofing solutions, removing loose and flaking paint from gutters, drainpipes and other surfaces. Provided that when a blow lamp or paint solvent is used, the work shall be performed under the supervision of an artisan; removing plaster from steel or wood surfaces in new buildings prior to painting, scraping and rubbing down previously limewashed or other surfaces; scraping and washing of walls or any surfaces for limewashing and painting; treating timber with preservative; use of abrasives of all kinds by hand, including rubbing compounds, and preparatory work in painting and spraying, including the use of sandpaper; washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces; applying any colourless liquid reviver to brickwork or slasto; applying cement wash on all surfaces; applying bitumastic to sewage pipes; applying chemical adhesive to corrugated iron roofs by means of a paint brush, flame treatment under supervision of an artisan;

(h) in the trades of drainlaying and plumbing—

cutting, screwing, bending and threading of piping and rods by hand; preliminary assembly and fixing of piping fittings; caulking drain pipes under supervision;

(i) in the trades of steelwork/steel reinforcing/steel construction—

under the supervision of an artisan, binding or tying with wire steel reinforcing material, and cutting, bending, assembling, erecting and fixing such materials;

in steel construction—erecting steel formwork and columns (but excluding lining up, plumbing and levelling);

(j) in the trades of wood machining/wood working—

operating an electrically driven orbital sander using abrasive paper of a grade from 400 to 120, sanding of timber with portable sanders; drawing off material from all wood working machines; repetitive feeding of materials to wood-working machines, excluding spindle machines, in workshops;

(k) in the trades of floor laying and wallcovering—

mixing, application and spreading of adhesives preparatory to the setting of flooring blocks, tiles, sheeting and similar materials; using rollers or other appliances for the purpose of bedding down flooring materials after setting or laying;

(1) ander—

geskoolde werknemers of hoër gegradeerde werkers help waar nodig, maar nie dié hoër gegradeerde werk verrig nie; afval- of rommelmetaal met die hand of 'n masjien baal; dagha, stene, klip, beton, hout, skrynwerk of ander materiaal aandra; sny-, boor-, groef- en toestopwerk in steen- en betonwerk verrig; rommelmetaal met die hand opsky; klip of grond vir fondamente, slote, dreineervore en kanale uitspit of uithaal; grond, sagte en harde klip uitgrawe, met gebruikmaking van 'n klopboor, en die uitgegraafde klip en grond verwyder; sand, klip en sement afmeet; materiaal en goedere laai en aflaai; beton met die hand of 'n masjien meng; masjinerie olie en smeer; vlekke en sement op klip, kunsklip, lei, terra-cotta of soortgelyke oppervlakke met karborundumblokkies of vryfmasjiene verwyder; hysers opstel; afgewerkte vlakke van produkte met die hand afskraap, met gebruikmaking van 'n draadstaalborsel en 'n skropborsel; materiaal met 'n skopgraaf in 'n dagha- of betonmenger ingooi of daaruit verwyder; met die hand en 'n skopgraaf sand sif en dagha of beton meng; stene en beton met skropborsels afwas en gebruikte stene skoonmaak; 'n sandstraalmasjien onder toesig bedien; dakke met gras bedek; vinieldekstroke aannekaar sweis; roes en skaal van yster- of staaloppervlakke af verwyder;

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

“slegs-arbeid-kontrakteur” 'n werknemer wat by die Raad geregistreer is ooreenkomstig klousule 4 en wat slegs-arbeid-kontrakte onderneem;

“slegs-arbied-kontrak” 'n kontrak, ooreenkoms, reëling of onderneming ingevolge waarvan 'n werknemer onderneem om werk te verrig waarby hy betaal moet word slegs vir die lewering van sy eie arbeid en/of dié van sy werknemers, as daar is, en waarby so 'n werknemer nie verantwoordelik is om vervaardigers of handelaars wat in hul gewone besigheid materiaal aan die Bounywerheid lewer, te betaal vir al die materiaal wat by die uitvoering van sodanige werk gebruik word nie;

“leerling-ambagsman” 'n werknemer wat ingevolge 'n skriftelike leerkontrak, wat behoorlik deur die Raad goedgekeur en by die Raad geregistreer is, werksaam is in engeen van die geskoolde ambagte wat kragtens die Wet op Mannekragopleiding, 1981, aangewys is;

“toesluitplek” 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek met mure en 'n dak, gemaak van beton, stene, hout, yster of 'n kombinasie daarvan, wat stewig toegesluit kan word, waarvan alle vensters, bolygte en ander openinge behoorlik van diefstaling voorsien is, en wat in sy geheel so gebou is dat dit te alle tye 'n veilige bewaarplek bied vir die werknemers se gereedskap en oorklere;

“meestervakman” 'n werknemer van wie vereis of wat toegelaat word om ambagsmanswerk te verrig en wat as 'n meestervakman geregistreer is ooreenkomstig klousule 11 (3);

“motorvoertuig” 'n meganiese aangedrewe voertuig, uitgesonderd tweewielvoertuie, wat vir die vervoer van goedere gebruik word en sluit dit 'n voorhaker en 'n trekker in;

“nagwag” 'n werknemer wat persele, geboue, hekke, voertuie, boumateriaal of ander eiendom bewaak en wat met sy werk begin as die werkgever elke dag ophou werk en wat ophou werk as die werkgever elke dag begin werk;

“oortyd” alle tyd gewerk buite of langer as die gewone werkure in klousule 13 (1) voorgeskryf;

“loonvrag” die maksimum massa wat 'n motorvoertuig mag dra ooreenkomstig die bepalinge van 'n motortransportsertifikaat of sertifikaat van vrystelling van die verpligting om sodanige motortransportsertifikaat uit te neem wat, ooreenkomstig die Motortransportwet en die regulasies daarkragtens afgekondig, deur die Plaaslike Padvervoerraad (Kaapstad) uitgereik is;

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

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

“bouwerk” ook mure, grens-, tuin- en keurmure en monumente;

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

(1) other—

assisting skilled employees or higher graded workers wherever necessary, but not performing such higher graded work; baling waste or scrap metal by hand or machine; carrying mortar, bricks, stone, concrete, timber, joinery or other materials; cutting, drilling chasing and plugging in brick and concrete; cutting up scrap metal by hand; digging or taking out stone or soil for foundations, trenches, drains and channels; excavating in ground, soft and hard rocks, using a jackhammer, and removing excavated stone and soil; gauging sand, stone and cement; loading and unloading materials and goods; mixing concrete by hand or machine; oiling and greasing machinery; removing stains and cement on stone, artificial stone, slate, terracotta or similar surfaces with carborundum blocks or rubbing machines; erecting hoists; scraping down finished faces of products by hand, using a wire steel brush and a scrubbing brush; shovelling materials into or removing them from mortar or concrete mixing machines; sieving sand and mixing mortar or concrete by hand with shovels; washing down brick and concrete with scrubbing brushes and cleaning used bricks; operating a sand blasting machine under supervision; the cladding of roofs with grass; welding together of vinyl decking strips; removing rust and scale from iron or steel surfaces;

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

“labour-only contractor” means an employer who is registered with the Council in accordance with the provisions of clause 4 and who undertakes labour-only contracts;

“labour-only contract” means a contract, agreement, arrangement or undertaking in terms of which an employer undertakes to do work for which he is to be paid only for the provision of his own labour and/or that of his employees, if any, and where such employer is not responsible for the payment to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry for all the material to be used in the execution of such work;

“learner artisan” means an employee who is employed under a written contract of learnership, duly approved by and registered with the Council, in any of the skilled trades designated in terms of the Manpower Training Act, 1981;

“lock-up” means any shed, room, workshop, factory or similar place, constructed of 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 burglar-proofed, the whole to be so constructed as to provide a place of safekeeping of employees' tools and overalls at any time;

“master craftsman” means an employee who is required or permitted to perform artisan's work and who is registered as a master craftsman in accordance with the provisions of clause 11 (3);

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

“night-watchman” means an employee engaged in guarding premises, buildings, gates, vehicles, building materials or other property and who commences duty when the employer ceases work each day and who ceases duty when the employer commences duty each day;

“overtime” means all time worked outside or in excess of the ordinary hours of work prescribed in clause 13 (1);

“pay-load” means the maximum mass which a motor vehicle is authorised to carry in terms of any motor carrier certificate or certificate of exemption from obligations to take out such motor carrier certificate issued by the Local Road Transportation Board (Cape Town), in terms of the Motor Carrier Transportation Act and the regulations promulgated thereunder;

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

“stamp” means the official stamp voucher sold by the Council to employers;

“structure” includes walls, boundary, garden and retaining walls and monuments;

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

“taakwerk” ’n werkstelsel waarvolgens die minimum hoeveelheid werk wat in ’n bepaalde tyd verrig of geproduseer moet word, vasgestel word as ’n voorwaarde vir die betaling van die loon in klousule 16 voorgeskryf;

“ongeskoolde werk” werk in een of meer van die werksaamhede in die omskrywing van “algemene werker” genoem;

“werkende direkteur” of “werkende werkgewer” of “vennoot” ’n werkgewer of vennoot wat ’n werkgewer is en wat self werk verrig wat in die beskrywing van “Bounywerheid” ingesluit word;

“loon” dié deel van die besoldiging wat in geld aan ’n werknemer betaalbaar is ingevolge klousule 16 ten opsigte van die gewone werkure in klousule 13 (1) voorgeskryf. Met dien verstande dat indien ’n werkgewer ’n werknemer ten opsigte van sodanige gewone werkure gereeld ’n hoër bedrag betaal as dié in klousule 16 voorgeskryf, dit sodanige hoër bedrag beteken.

4. REGISTRASIE VAN WERKGEWERS

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

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

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

- (i) Sy volle naam;
- (ii) sy besigheidsadres;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen;
- (iv) die getal werknemers in sy diens in die verskillende kategorieë waarvoor lone in hierdie Ooreenkoms voorgeskryf word;
- (v) die registrasienommers wat deur die Werkloosheidsversekeringskommissaris, die Ongevallekkommissaris en die Ontvanger van Inkomste aan werkgewers uitgereik is.

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

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

(b) Waar ’n skriftelike vennootskaps-ooreenkoms ontbreek, moet die werkgewer die Raad skriftelik in kennis stel van al die bepalings van die vennootskaps-ooreenkoms.

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

(d) Mededelings kragtens paragrawe (b) en (c) moet deur al die vennote onderteken word.

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

(5) Elke werkgewer moet die Raad skriftelik in kennis stel van alle veranderings in die besonderhede by registrasie verstrekk of van staking van werksaamhede in die Nywerheid, binne 14 dae na sodanige verandering of van staking van werksaamhede.

(6) ’n Registrasiesertifikaat, onderteken deur of die Voorsitter of die Sekretaris van die Raad, moet aan elke geregistreerde werkgewer uitgereik word.

“taskwork” means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of the wages prescribed in clause 16;

“unskilled work” means employment in any one or more of the operations enumerated under the definition of “general worker”;

“working director” or “working employer” or “partner” means any employer or any partner who is an employer and who himself performs any work included in the definition of “Building Industry”;

“wage” means that portion of remuneration payable in money to an employee in terms of clause 16 in respect of the ordinary hours of work laid down in clause 13 (1): Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 16, it shall mean such higher amount.

4. REGISTRATION OF EMPLOYERS

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

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

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

- (i) His full name;
- (ii) his business address;
- (iii) the trade or trades carried on by him in the Industry;
- (iv) the number of employees in his employment in the various categories for which wages are prescribed in this Agreement;
- (v) the registration numbers issued to employers by the Unemployment Insurance Commissioner, Workman’s Compensation Commissioner and the Receiver of Revenue.

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

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

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

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

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

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

(5) Every employer shall notify the Council in writing of any change in the particulars furnished on registration or of ceasing operations in the Industry within 14 days of such change or of ceasing operations.

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

(7) (a) Elke werkgever in die Nywerheid op die datum waarop hierdie Ooreenkoms in werking tree en elke werkgever wat na daardie datum tot die Nywerheid toetree, moet as hy dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, binne 21 dae vanaf sodanige datum of vanaf die datum waarop sodanige werkgever met werksaamhede begin, na gelang van die geval, ten opsigte van elke werknemer aan die Raad 'n waarborgverskaf wat vir die Raad aanneemlik is en wat altesaam gelyk is aan—

(i) twee weke se lone teen die tariewe in klousule 16 voorgeskryf;

(ii) twee weke se heffings kragtens klousule 27;

(iii) twee weke sy bydraes en toelaes aan werknemers kragtens klousule 20, 28, 29, 30, 31, 32, 33, 34 en 35; en

(iv) twee weke se bydraes aan die Mediese Hulpfonds kragtens klousule 9 (1) en (2) van Goewermentskenningsgewing R1280 van 27 Junie 1980 of alle daaropvolgende Mediese Hulpfondsooreenkomste.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms vervat, moet die waarborg minstens R750 wees, ongeag die aantal werknemers in diens van die werkgever.

(c) Ondanks andersluidende bepalings in die Ooreenkoms vervat of veronderstel, moet die waarborg, as dit in kontant is, onder berusting van die Raad wees, en by insolvensie of likwidasië van die werkgever het die likwidateur of kurator van die werkgever, na gelang van die geval, geen reg van watter aard hoegenaamd daarop nie.

(d) Die Raad moet, sonder benadeling van ander regte wat hy teen die werkgever mag hê, die waarborg (op sodanige tye, in sodanige bedrae en toebedeel aan sodanige verpligting(e) as waartoe die Raad na goeddunke mag besluit) gebruik ter nakoming van die werkgever se verpligting(e) ooreenkomstig klousule 16, 20, 27, 28, 29, 30, 31, 32, 33, 34 en 35 en die bydraes bedoel in paragraaf (a) (iv), wanneer die Raad daarvan oortuig is dat die werkgever versuim het om sodanige verpligting(e) na te kom.

(e) Wanneer die waarborg, na aftrekking van uitbetalings wat die Raad in ooreenstemming met paragraaf (d) hierbo gedoen het, ontoereikend is om die betaling te dek van lone, heffings, bydraes en toelaes in paragraaf (a) hierbo bedoel, moet die werkgever, wanneer die Raad dit versoek, die bedrag van sodanige waarborg verhoog na 'n bedrag wat voldoende is om sodanige betaling te dek. Insgelyks moet die Raad 'n werkgever toelaat om die bedrag van sodanige waarborg te verminder wanneer 'n vermindering van die getal werknemers wat in diens van die werkgever is 'n sodanige vermindering regverdig. Met dien verstande dat die bedrag van sodanige waarborg nie minder as R750 mag wees nie.

(f) Ondanks paragraaf (f) hierbo, het die Raad die reg om verminderings in die bedrag van die waarborg met tussenpose van minder as ses maande te weier.

(8) Die Raad kan te eniger tyd van 'n werkgever vereis om 'n staat voor te lê in 'n vorm en op 'n wyse deur die Raad voorgeskryf, waarin die Vakansiefondsnummer van elke werknemer in sy diens asook die getal en die waarde van die seëls wat aan elke werknemer uitgereik is, verstrekkend word.

(9) (a) 'n Werkgever wat versuim of nalaat om aan die Raad die heffings en bydraes te betaal wat elke week op die vervaldatum soos in hierdie Ooreenkoms voorgeskryf deur die werkgever en sy werknemers betaalbaar is, moet, behoudens die bepalings van die Wet op die Voorgeskrewe Rentekoers, 1975, aan die Raad rente teen 18 persent per jaar op die waarde van sodanige heffings en bydraes betaal, bereken vanaf die datum waarop hulle betaal moes gewees het tot op die datum waarop hulle werklik betaal is.

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

5. KENNISGEWINGBORD

(1) Elke werkgever en alle werkgevers in vennootskap moet, wanneer bouwerk verrig word, 'n kennisgewingbord van minstens 120 cm by 80 cm of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek waartoe die publiek toegang het, en daarop moet in letters wat minstens 75 mm hoog is die naam en adres van sodanige werkgever of vennootskap duidelik voorkom: Met dien verstande dat subkontraakteurs letters wat minstens 50 mm hoog is, kan gebruik.

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

6. OOREENKOMS MOET AAN WERKNEMERS BESKIKBAAR GESTEL WORD

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

(7) (a) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after the date shall if he has not already done so in pursuance of a previous agreement within 21 days of such date or of the date upon which such employer commences operations, as the case may be, lodge with the Council in respect of every employee a guarantee acceptable to the Council and equal to the aggregate of—

(i) two weeks' wages at the rates prescribed in clause 16;

(ii) two weeks' levies in terms of clause 27;

(iii) two weeks' contributions and allowances to employees in terms of clauses 20, 28, 29, 30, 31, 32, 33, 34 and 35;

(iv) two weeks' contributions to the Medical Aid Fund in terms of clause 9 (1) and (2) of Government Notice R. 1280 of 27 June 1980 or any subsequent medical aid fund agreement.

(b) Notwithstanding anything to the contrary herein contained, the guarantee shall not be less than R750 irrespective of the number of employees in the employment of the employer.

(c) Notwithstanding anything to the contrary herein contained or implied, the guarantee, if paid in cash, shall be vested in the Council, and upon the insolvency or liquidation of the employer, the liquidator or trustee of the employer, as the case may be, shall have no right of any nature whatsoever thereto.

(d) The Council shall, without prejudice to any other rights which it may have against the employer, apply the guarantee [at such times, in such amounts and apportioned to such obligation(s) as the Council in its discretion may decide] to the discharge of the employer's obligation(s) in terms of clauses 16, 20, 27, 28, 29, 30, 31, 32, 33, 34 and 35 and the contributions referred to in paragraph (a) (iv) when it is satisfied that the employer has failed to fulfil such obligation(s).

(e) Where the guarantee, after deducting any disbursements by the Council pursuant to paragraph (d) above, is insufficient to cover the payment of wages, levies, contributions and allowances referred to in paragraph (a) above, the employer shall upon demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment. The Council shall likewise permit any employer to reduce the amount of such guarantee where a reduction in the number of employees employed warrants such a reduction: Provided that the amount of such guarantee shall at no time be less than R750.

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

(8) The Council shall have the right at any time to call upon any employer to submit a return in a form and manner prescribed by the Council, showing the Holiday Fund number of each employee employed and the values and numbers of stamps issued to each employee.

(9) (a) An employer who fails or omits to pay to the Council the levies and contributions payable by the employer and his employees each week on due date as prescribed in this Agreement, shall pay interest to the Council at the rate of, subject to the provisions of the Prescribed Rate of Interest Act, 1975, 18 per cent per annum on the value of such levies and contributions, calculated from the date on which they should have been paid to the date on which they were actually paid.

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

5. NOTICE-BOARD

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out, display in a conspicuous place, accessible to the public, a notice-board of a size not less than 120 cm by 80 cm or a notice-board approved by the Council showing clearly the name and address of such employer or partnership in letters not less than 75 mm high: Provided that subcontractors may use letters not less than 50 mm high.

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

6. AGREEMENT TO BE MADE AVAILABLE TO EMPLOYEES

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

7. INDIENSNEEMING VAN MINDERJARIGES

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

8. REGISTRASIE VAN LEERLING-AMBAGSMANNE

(1) (a) Sonder die Raad se toestemming mag geen werkgewer 'n leerling-ambagsman in diens neem nie en mag geen werknemer die werk van 'n leerling-ambagsman verrig nie: Met dien verstande dat dié toestemming nie gegee mag word in die geval van 'n werknemer wat ingevolge die Wet op Mannekrasopleiding, 1981, in aanmerking kom vir diens kragtens 'n leerkontrak nie.

(b) 'n Werkgewer wat iemand as leerling in diens wil neem, moet by die Raad en in die vorm wat die Raad van tyd tot tyd voorskryf aansoek doen om die uitreiking aan hom van 'n vrystellingsertifikaat wat sodanige indiensneming magtig, en dié werkgewer moet dié inligting ten opsigte van sodanige werknemer en ander werknemers in sy diens verstrek wat die Raad vereis.

(c) Die Raad kan vereis dat iemand wat as leerling in diens geneem wil word 'n aanlegtoets moet aflê op 'n tyd en plek deur die Raad bepaal.

(d) Indien die Raad toestem tot die indiensneming van iemand as leerling, moet die werkgewer en die leerling 'n skriftelik leerkontrak aangaan waarvan die duur, die bepalinge en die voorwaardes van tyd tot tyd deur die Raad voorgeskrif moet word. Die Raad kan van die leerling vereis om gedurende sy leerlingstyd opleidingskursusse by te woon en bekwaamheidstoetse af te lê op plekke wat die Raad van tyd tot tyd voorskryf en hy kan die leertydperk verleng van 'n leerling wat in so 'n bekwaamheidstoets drup: Met dien verstande dat—

(i) 'n ambagsman oor die leerling-ambagsman toesig moet hou en hom moet oplei;

(ii) die kontraktydperk minstens vier jaar moet duur of so lank as wat die Raad bepaal;

(iii) die leerling-ambagsman 'n opleidingsentrum moet bywoon ten einde praktiese opleiding te ontvang soos deur die Raad voorgeskrif, en dié opleiding moet 'n aanvang neem binne die eerste nege maande nadat die werknemer 'n leerling-ambagsman geword het;

(iv) die leerling-ambagsman die voorgeskrewe toetse na sy eerste en derde jaar moet aflê;

(v) die werkgewer die leerling-ambagsman in al die fasette van die voorgeskrewe opleidingsleerlingplan moet oplei.

(e) 'n Leerkontrak wat deur 'n werkgewer en 'n leerling ooreenkomstig paragraaf (d) aangegaan is, is nie geldig nie voor en aler drie kopieë daarvan, behoorlik deur die werkgewer en die leerling onderteken, aan die Raad gestuur en deur die Raad geregistreer is.

(f) Die Raad moet 'n leerlingregistrasiesertifikaat uitreik aan 'n leerling wat in diens is ingevolge 'n leerkontrak wat kragtens hierdie subklousule aangegaan en geregistreer is.

(g) As 'n leerling gedurende sy leertydperk gewone werkure verloor, moet hy al dié gewone werkure aan die einde van sy leertydperk inwerk: Met dien verstande dat hy nie dié gewone werkure hoef in te werk wat veroorsaak is deur siekte en/of 'n ongeluk en/of militêre diens en/of oorsake buite sy beheer wat altesaam hoogstens 15 werkdag in 'n bepaalde jaar beloop nie.

(h) Die leerkontrak in paragraaf (d) bedoel, mag nie sonder toestemming van die Raad gewysig word nie.

(i) Ondanks 'n leerkontrak aangegaan ooreenkomstig paragraaf (d), kan die Raad te eniger tyd deur skriftelike kennisgewing sy toestemming tot indiensneming van 'n leerling intrek as hy meen daar is afdoende rede daarvoor, en by ontvangs van sodanige kennisgewing van die Raad moet die werkgewer binne 'n tydperk wat die Raad bepaal, afsien van die leerling se diens.

(j) Indien toestemming ingevolge paragraaf (i) ingetrek word, moet die werkgewer binne sewe dae die kontrak in paragraaf (d) bedoel aan die Raad terugstuur vir kansellering.

(k) Geen werkgewer mag iemand wat voorheen 'n leerkontrak met 'n ander werkgewer aangegaan het as gevolg van toestemming wat ingevolge hierdie klousule toegestaan is in watter hoedanigheid ook al in die Nywerheid in diens neem nie, as die kontraktydperk soos deur die Raad bepaal nie voltooi is nie, tensy die Raad se toestemming daartoe vooraf verkry is, en geen werknemer wat voorheen 'n leerkontrak aangegaan het, mag homself voor die voltooiing van sy leerkontrak vir diens in watter hoedanigheid ook al by 'n ander werkgewer aanbied nie, tensy hy verlof van die Raad daartoe verkry het.

7. EMPLOYMENT OF MINORS

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

8. REGISTRATION OF LEARNER ARTISANS

(1) (a) No employer may take into his employ a learner artisan and no employee may perform the work of a learner artisan prior to obtaining the consent of the Council: Provided that such consent shall not be given in the case of an employee who, in terms of the provisions of the Manpower Training Act, 1981, would be eligible to serve under a contract of apprenticeship.

(b) An employer who wishes to employ a person as a learner shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a licence of exemption to be issued to him to permit such employment, and such employer shall furnish such information in respect of such employee and other employees in his employ as may be required by the Council.

(c) The Council may require a person who wishes to be employed as a learner to undergo any aptitude test at a time and place fixed by the Council.

(d) If the Council consents to the employment of any person as a learner, the employer and the learner shall be required to enter into a written contract of learnership, the period and terms and conditions of which shall be prescribed by the Council from time to time. The Council shall have the power to require a learner to undergo any training courses and proficiency tests at any place prescribed by the Council from time to time during the course of his learnership, and to extend the period of learnership of any learner who fails any such proficiency test: Provided that—

(i) the learner artisan shall be supervised and trained by an artisan;

(ii) the period of contract shall be for not less than four years or as otherwise determined by the Council;

(iii) the learner artisan shall be compelled to attend a training centre in order to receive practical training as prescribed by the Council, which training shall commence within the first nine months of the employee's becoming a learner artisan;

(iv) the learner artisan shall be compelled to undergo the prescribed tests after his first and third year;

(v) the employer shall be compelled to train the learner artisan in all facets of the prescribed training syllabus.

(e) A contract of learnership entered into between an employer and a learner in accordance with the provisions of paragraph (d) shall not be valid until such time as three copies thereof, duly signed by the employer and the learner, have been submitted to and registered by the Council.

(f) The Council shall issue a certificate of registration as a learner to a learner who is employed under a contract of learnership which has been entered into and registered in terms of this subclause.

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

(h) The contract of learnership referred to in paragraph (d) shall not be varied without the consent of the Council.

(i) Notwithstanding any contract of learnership which may have been entered into in terms of paragraph (d), the Council may, at any time, by notice, in writing, withdraw its consent to the employment of any learner, if it considers there is good reason to do so, and on receipt of such notification from the Council, the employer shall, within a period determined by the Council, dispense with the services of the learner.

(j) When permission is withdrawn in terms of paragraph (i), the employer shall, within seven days, return the contract referred to in paragraph (d) to the Council for cancellation.

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

9. VERBOD INDIENSNEEMING

(1) Geen werkgever mag van iemand anders as 'n geregistreerde ambagsman, vakman, meestervakman of 'n voorman vereis of hom toelaat om ambagsmanswerk in die Nywerheid te verrig nie: Met dien verstande dat hierdie verbod nie van toepassing is op 'n werknemer wat ingevolge 'n geregistreerde leerkontrak werksaam is of op 'n kwekeling wat 'n leertydperk uitdien kragtens die Wet op Mannekragopleiding, 1981, of op iemand wat 'n leerkontrak uitdien wat ingevolge klousule 8 by die Raad geregistreer is nie.

(2) Geen werkgever, voorman, ambagsman, vakman, meestervakman of ander werknemer wat in 'n toesighoudende hoedanigheid by 'n werkgever in diens is, mag 'n werknemer, uitgesonderd dié in subklousule (1) hiervan bedoel, opdrag gee of van hom vereis of hom toelaat om ambagsmanswerk te verrig nie.

(3) Geen werknemer, behalwe dié in subklousule (1) hiervan bedoel, mag ambagsmanswerk in die Nywerheid verrig nie.

(4) Geen werknemer mag, terwyl hy by 'n werkgever in diens is, op die openbare vakansiedae en gedurende die vakansietyd in klousule 15 (1) vermeld en buite die gewone werkure in klousule 13 (1) voorgeskryf, werk wat in hierdie Ooreenkoms omskryf word, buite die Nywerheid—hetsy teen vergoeding of nie—werf, onderneem of verrig nie, behalwe dat so 'n werknemer slegs vir homself werk kan verrig.

(5) Behoudens artikel 83 van die Wet, en ondanks strydige bepalings in hierdie Ooreenkoms, word geen bepaling wat die aanstelling of indiensneming van 'n werknemer in enige klas werk of op enige voorwaardes verbied, geag die werkgever daarvan vry te stel om die besoldiging te betaal of die voorwaardes na te kom wat hy sou moes betaal of sou moes nakom indien sodanige aanstelling of indiensneming nie verbied was nie, en moet die werkgever voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige aanstelling of indiensneming nie verbied was nie.

10. VERBOD OP STUKWERK, TAAKWERK EN KONTRAKTE VIR SLEGS-ARBEID

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

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

(3) (a) *Slegs-arbeid-kontrakte*.—Niemand mag as slegs-arbeid-kontrakteur optree nie tensy hy by die Raad as 'n werknemer ooreenkomstig klousule 4 geregistreer is.

(b) Geen werkgever mag werk op 'n subkontrakgrondslag aan 'n slegs-arbeid-kontrakteur uitbestede nie tensy dié slegs-arbeid-kontrakteur ooreenkomstig klousule 4 by die Raad as 'n werknemer geregistreer is, en die onus berus by die werkgever wat dié werk uitbestede om homself daarvan te oortuig dat die betrokke slegs-arbeid-kontrakteur aldus geregistreer is.

11. REGISTRASIE VAN AMBAGSMANNE, VAKMANNE EN MEESTERVAKMANNE

(1) *Registrasie van ambagsmanne*.—(a) Iemand wat op of na die datum van inwerkingtreding van hierdie Ooreenkoms verplig of toegelaat word om ambagsmanswerk in die Nywerheid te verrig en wat of—

(i) 'n leerkontrak as vakleerling deur tydsverloop ooreenkomstig die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie; of

(ii) 'n kontrak as leerling deur tydsverloop ooreenkomstig die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie; of

(iii) as leerling-ambagsman geregistreer het en 'n addisionele jaar diens voltooi het nadat hy in die voorgeskrewe derdejaartoets vir leerling-ambagsmanne geslaag het; of

9. PROHIBITED EMPLOYMENT

(1) No employer shall require or permit any person other than a registered artisan, craftsman, master craftsman, or a foreman, to perform artisan's work in the Industry: Provided that this prohibition shall not apply to an employee serving under a registered contract of apprenticeship or a trainee serving a period of training in terms of the Manpower Training Act, 1981, or to a person serving under a contract of learnership registered with the Council in terms of clause 8.

(2) No employer, foreman, artisan, craftsman, master craftsman or any other employee employed in a supervisory capacity by an employer shall instruct, require or permit any employee, other than those referred to in subclause (1) hereof, to perform artisan's work.

(3) No employee, other than those referred to in subclause (1) hereof, shall perform artisan's work in the Industry.

(4) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement, outside the Industry, whether for remuneration or not, on the public holidays and during the holiday period specified in clause 15 (1) and outside the ordinary hours of work prescribed in clause 13 (1), save that such employee may perform work for himself only.

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

10. PROHIBITION OF PIECE-WORK, TASK-WORK AND LABOUR-ONLY CONTRACTS

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

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

(3) (a) *Labour-only contracts*.—No person shall operate as a labour-only contractor unless he is registered with the Council as an employer in accordance with the provisions of clause 4.

(b) No employer shall give out work on a subcontract basis to a labour-only contractor unless such labour-only contractor is registered with the Council as an employer in accordance with the provisions of clause 4, and the onus shall be on the employer giving out such work to satisfy himself that the labour-only contractor concerned is so registered.

11. REGISTRATION OF ARTISANS, CRAFTSMEN AND MASTER CRAFTSMEN

(1) *Registration of artisans*.—(a) Any person who on or after the date of coming into operation of this Agreement is required or permitted to perform artisan's work in the Industry, and who either—

(i) completed or is deemed to have completed an apprenticeship contract by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test; or

(ii) completed or is deemed to have completed a learner contract by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test; or

(iii) registered as learner artisan and who completed an additional year's service after having passed the third-year prescribed test for learner artisans; or

(iv) minstens vier agtereenvolgende jare in die Bounywerheid werk-saam was, of in die Bolandgebied of elders, in enigen van die ambagte kragtens die Wet op Mannekragopleiding, 1981, aangewys, en wat minstens 80 persent van die vier jaar deur middel van die seëlstelsel tot 'n vakansie- of bystandsfonds van die Bounywerheid bygedra het;

moet as hy dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie by die Raad, en in dié vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n ambagsmansregistrasiesertifikaat en dié werknemer moet aan die Raad sodanige dokumentêre bewys lewer as wat die Raad nodig ag ter staving van sy kwalifikasie vir 'n sertifikaat.

(b) Iemand wat nie binne die kategorieë in paragraaf (a) bedoel, val nie moet, as hy wil aansoek doen om 'n ambagsmansregistrasiesertifikaat, aan die Raad sodanige dokumentêre of praktiese bewys lewer as wat die Raad nodig ag ter staving van die aansoeker se kwalifikasie vir 'n sertifikaat.

(c) Die Raad moet 'n ambagsmansregistrasiesertifikaat uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a) en hy kan na goeëdunke 'n ambagsmansregistrasiesertifikaat uitreik aan iemand in paragraaf (b) bedoel.

(2) *Registrasie as vakman.*—(a) Enige persoon wat op of na die datum van inwerkingtreding van hierdie Ooreenkoms verplig of toegelaat word om ambagsmanswerk in die Nywerheid te verrig, en wat of—

(i) 'n leerkontrak as vakleerling ooreenkomstig die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het; of

(ii) 'n kontrak as leerling ooreenkomstig die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en in die voorgeskrewe kwalifiserende ambagstoets geslaag het; of

(iii) 'n kontrak as leerling ooreenkomstig die Opleidingskema van die Nywerheidsraad vir die Bounywerheid voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het; of

(iv) aan wie 'n bekwaamheidsertifikaat kragtens artikel 27 (1) of 'n sertifikaat dat hy geslaag het in 'n kwalifiserende ambagstoets kragtens artikel 13 (12), 28 (3) of 30 (6) (c) van die Wet op Mannekragopleiding, 1981, uitgereik is of geag word aan hom uitgereik te gewees het; of

(v) aan wie 'n Nasionale Tegniese Sertifikaat, Deel II (N2) uitgereik is;

moet as hy dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie by die Raad, en in dié vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n vakmansregistrasiesertifikaat, en dié werknemer moet aan die Raad sodanige dokumentêre bewys lewer as wat die Raad nodig ag ter staving van sy kwalifikasie vir die sertifikaat.

(b) Die Raad moet 'n vakmansregistrasiesertifikaat uitreik aan 'n werknemer wat voldoen het aan die bepalings van voornoemde subklousule (2) (a).

(3) *Registrasie van meestervakmanne.*—(a) Enige persoon wat op of na die datum van inwerkingtreding van hierdie Ooreenkoms verplig of toegelaat word om ambagsmanswerk in die Nywerheid te verrig en—

(i) wat of—

(aa) 'n leerkontrak as vakleerling ooreenkomstig die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en in die voorgeskrewe kwalifiserende ambagstoets geslaag het en drie jaar lank as vakman in die Nywerheid gewerk het; of

(ab) 'n kontrak as leerling ooreenkomstig die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en in die voorgeskrewe kwalifiserende ambagstoets geslaag het en drie jaar lank as vakman in die Nywerheid gewerk het; of

(ac) aan wie 'n bekwaamheidsertifikaat kragtens artikel 27 (1) of 'n sertifikaat dat hy geslaag het in 'n kwalifiserende ambagstoets kragtens artikel 13 (12), 28 (3) of 30 (6) (c) van die Wet op Mannekragopleiding, 1981, uitgereik is of geag word uitgereik te gewees het en wat drie jaar lank as vakman in die Nywerheid gewerk het; of

(ad) wat as leerling-ambagsman geregistreer het en wat 'n addisionele jaar diens voltooi het nadat hy in die voorgeskrewe derdejaartoets vir leerling-ambagsmanne geslaag het en wat in die voorgeskrewe ambagstoets geslaag het en wat drie jaar lank as vakman in die Nywerheid gewerk het; en

(ii) aan wie 'n Nasionale Tegniese Sertifikaat Deel II (N2) uitgereik is;

(iv) been employed in the Building Industry, either in the Boland area or elsewhere, in any one of the trades designated under the Manpower Training Act, 1981, for at least four consecutive years, having for not less than 80 per cent of the four years contributed, through the medium of the stamp system, to a holiday or benefit fund for the Building Industry;

shall if he has not already done so in pursuance of a previous agreement apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as an artisan to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate.

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

(c) The Council shall issue a certificate of registration as an artisan to a person who complies with the provisions of paragraph (a) and may, in its discretion, issue a certificate of registration as an artisan to a person referred to in paragraph (b).

(2) *Registration of craftsmen.*—(a) Any person who on or after the date of coming into operation of this Agreement, is required or permitted to perform artisan's work in the Industry, and who has either—

(i) completed or is deemed to have completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(ii) completed or is deemed to have completed a learner's contract in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(iii) completed or is deemed to have completed a learner's contract in terms of the Training Scheme of the Industrial Council for the Building Industry and has passed the prescribed qualifying trade test; or

(iv) been issued or is deemed to have been issued with a certificate of proficiency under section 27 (1) or a certificate that he has passed a qualifying test under section 13 (12), 28 (3) or 30 (6) (c) of the Manpower Training Act, 1981; or

(v) been issued with a National Technical Certificate, Part II (N2);

shall if he has not already done so in pursuance of a previous agreement apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a craftsman to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for the certificate.

(b) The Council shall, in the event of the provisions of the aforesaid subclause (2) (a) having been complied with, issue a certificate of registration as a craftsman to such employee.

(3) *Registration of master craftsmen.*—(a) Any person who on or after the date of coming into operation of this Agreement is required or permitted to perform artisan's work in the Industry and who has—

(i) either—

(aa) completed or is deemed to have completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test and has worked as a craftsman in the Industry for three years; or

(ab) completed or is deemed to have completed a learner's contract in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test and has worked as a craftsman in the Industry for three years; or

(ac) been issued or is deemed to have been issued with a certificate of proficiency under section 27 (1) or a certificate to prove that he has passed a qualifying trade test under section 13 (12), 28 (3) or 30 (6) (c) of the Manpower Training Act, 1981, and has worked as a craftsman for three years in the Industry; or

(ad) registered as a learner artisan and who completed an additional year's service after having passed the third-year prescribed test for learner artisans, and who passed the prescribed trade test and who has worked as a craftsman in the Industry for three years; and

(ii) been issued with a National Certificate Part II (N2);

moet as hy dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie by die Raad, en in dié vorm wat die Raad van tyd tot tyd voorskryf, aansoek doen om die uitreiking aan hom van 'n meestervakmansregistrasiesertifikaat, en dié werknemer moet aan die Raad sodanige dokumentêre bewys lewer as wat die Raad nodig ag ter staving van sy kwalifikasie vir die sertifikaat.

(b) Die Raad moet 'n meestervakmansregistrasiesertifikaat uitreik aan 'n werknemer wat voldoen het aan die bepalings van voornoemde subklousule (3) (a).

(4) (a) Die Raad kan na goedgeken aan 'n werknemer vrystelling verleen om te registreer op die voorwaardes wat die Raad bepaal.

(b) Elke werknemer aan wie 'n sertifikaat ingevolge subklousule (1), (2) of (3) uitgereik is, moet by diensaanaanvaarding in die Nywerheid dié sertifikaat aan sy werkgever toon.

(c) Geen werkgever mag iemand anders as 'n vakleerling, leerling of voorman in diens neem om ambagsmanswerk te verrig nie tensy so iemand 'n sertifikaat toon wat ooreenkomstig hierdie klousule aan hom uitgereik is: Met dien verstande dat dit nie van toepassing is nie as die werknemer aan die werkgever bewys van die Raad lewer dat hy aansoek gedoen het om 'n registrasiesertifikaat ingevolge subklousule (1), (2) or (3), en in so 'n geval mag dié werknemer nie langer as 'n maand na die datum van sy aansoek by die Raad sonder 'n registrasiesertifikaat in diens geneem word nie.

(d) 'n Werknemer moet 'n sertifikaat wat ingevolge hierdie klousule uitgereik is, bewaar en hy moet—

(i) dié sertifikaat aan die agenttoon as dié hom daarom vra;

(ii) die sertifikaat aan die Raad oorhandig as dié hom daarom vra.

(e) Die Raad kan 'n sertifikaat wat ingevolge hierdie klousule uitgereik is, wysig, herroep of intrek, en in so 'n geval is die Raad se beslissing finaal.

(f) 'n Werknemer wat 'n registrasiesertifikaat wat aan hom uitgereik is, verloor of vernietig, moet aansoek doen om die uitreiking van 'n nuwe sertifikaat aan hom en moet aan die Raad die bedrag betaal wat die Raad van tyd tot tyd bepaal.

(g) Ten einde die Raad in staat te stel om hierdie klousule uit te voer, moet elke werkgever en elke werknemer binne 21 dae nadat die Raad dit aangevra het dié besonderhede in dié vorm wat die Raad versoek aan die Raad verstrek, en elke werknemer moet aan sy werkgever dié inligting verstrek wat die werkgever nodig het om hom in staat te stel om aan die vereistes van hierdie subklousule te voldoen.

12. VERVOER- EN LOSIESTOELAE

Aan 'n werknemer, van wie daar vereis word om by die uitvoering van sy pligte weg van sy gewone woonplek af te werk by 'n werkplek wat so geleë is dat so 'n werknemer waarskynlik nie in staat sal wees om daaglik na sy gewone woonplek terug te keer nie, moet daar die volgende deur sy werkgever betaal en/of verskaf word:

(a) Waar sy werkgever nie vervoer verskaf nie, moet hy aan die werknemer as 'n vervoertoelae 'n bedrag betaal gelykstaande met die koste van openbare vervoer van en na die werkgever se besigheidspersoneel vanaf die aanvang tot voltooiing van sodanige werk; en/of

(b) aan die werknemer geskikte slaaperiewe in die nabyheid van of op die werkplek verskaf.

13. WERKURE—GEWONE EN OORTYD—EN BETALING VIR OORTYDWERK

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

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

(b) op enigeen van die openbare vakansiedae in klousule 15 (1) (b) voorgeskryf;

(c) gedurende die vakansietydperke in klousule 15 (1) (a) voorgeskryf;

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

(e) (i) in die geval van motorvoertuigdrywers, ondanks die ander bepalings van hierdie klousule—

(aa) vir meer as 46 uur in 'n week;

(ab) vir meer as agt uur en 30 minute daaglik van Maandag tot en met Vrydag; en

shall if he has not already done so in pursuance of a previous agreement apply to the Council, in such form in such form as may be prescribed by the Council from time to time, for a certificate of registration as a master craftsman to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate.

(b) The Council shall, in the event of the provisions of the aforesaid subclause (3) (a) having been complied with, issue a certificate of registration as master craftsman to such employee.

(4) (a) The Council may in its discretion grant to an employee exemption to register on such conditions as the Council may decide.

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

(c) No employer shall employ any person other than an apprentice, learner, or foreman to perform artisan's work unless such person produces a certificate issued to him in terms of this clause: Provided that this shall not apply if the employee produces to the employer proof from the Council that application has been made for a certificate of registration in terms of subclause (1), (2) or (3), in which event such employee shall not be employed for a period exceeding one month from the date of his application to the Council, without a certificate of registration.

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

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

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

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

(f) Any employee who loses or destroys a certificate of registration issued to him, shall apply for a new certificate to be issued to him and shall pay the Council such amount as may from time to time be determined by the Council.

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

12. TRANSPORT AND LODGING ALLOWANCE

An employee who in the performance of his duties is required to work away from his ordinary place of residence on a job so situated that such employee can be said to be unable to return to his normal place of residence daily, shall—

(a) in the absence of transport being provided by his employer, be paid by his employer as a transport allowance an amount equal to the cost of public transportation to and from the employer's place of business and the place of work at the commencement and termination of such job; and/or

(b) be provided by his employer with suitable sleeping accommodation in the proximity of the workplace.

13. HOURS OF WORK—ORDINARY AND OVERTIME—AND PAYMENT FOR OVERTIME

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

(a) on a Saturday or on a Sunday;

(b) on any of the public holidays prescribed in clause 15 (1) (b);

(c) during the holiday periods prescribed in clause 15 (1) (a);

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

(e) (i) in the case of motor vehicle drivers, notwithstanding the other provisions of this clause—

(aa) for more than 46 hours in any week;

(ab) for more than eight hours and 30 minutes daily from Monday to Friday inclusive; and

- (ac) vir meer as vier uur op Saterdag;
- (ii) in die geval van werknemers wat ongeskoolde werk verrig—
 - (aa) vir meer as 46 uur in 'n week;
 - (ab) vir meer as nege uur en 25 minute daaglik van Maandag tot en met Donderdag, en agt uur 20 minute op Vrydae;
 - (ac) voor 06h30 of na 18h00 behalwe op Vrydae wanneer uitskeityd nie later as 16h30 mag wees nie;
- (iii) in die geval van alle ander werknemers—
 - (aa) vir meer as 44 uur in 'n bepaalde week;
 - (ab) vir meer as nege uur daaglik van Maandag tot en met Donderdag, en agt uur op Vrydae;
 - (ac) voor 06h30 of na 18h30, behalwe op Vrydae, wanneer uitskeityd nie later as 16h30 mag wees nie.

(2) *Etenspouses*.—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aaneen sonder 'n etenspouse van minstens 30 minute te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om werk te verrig nie, en sodanige pouse maak nie deel van die gewone werkure of oortydure uit nie: Met dien verstande dat—

- (i) werktydperke wat onderbreek word deur pouses van minder as 30 minute behoudens subklousule (3) geag word aaneenlopend te wees;
 - (ii) 'n drywer van 'n motorvoertuig wat gedurende sodanige pouse geen ander werk verrig as om in beheer van die voertuig te wees of te bly nie, by die toepassing van hierdie subklousule geag word nie gedurende sodanige pouse te gewerk het nie.
- (3) *Ruspouses*.—'n Werkgewer moet aan elkeen van sy werknemers vir wie lone in klousule 16 (1) (d), (e), (f), (g), (h), (i) en (m) voorgeskryf word, so na as doenlik aan die middel van elke werktydperk in die voormiddag 'n ruspouse van minstens 15 minute en so na as doenlik aan die middel van elke werktydperk in die namiddag 'n ruspouse van minstens 10 minute toestaan, en gedurende sodanige ruspouses mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om werk te verrig nie: Met dien verstande dat 'n werkgewer en sy werknemers onderling kan ooreenkom om die oggendpouse tot 25 minute te verleng en daar dan geen middagpouse is nie: Voorts met dien verstande dat werkgewers nie verplig is om hul werknemers vir die pouses te betaal wat in hierdie subklousule voorgeskryf word nie.

(4) *Skofwerk*.—'n Werkgewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk, mits hy die toestemming van die Raad verkry: Met dien verstande egter dat geen werknemer meer as een skof in 'n tydperk van 24 uur mag werk nie behalwe op die voorwaardes in subklousules (6), (7) en (8) voorgeskryf. Een van hierdie skofte moet gewerk word gedurende die gewone werkure in subklousule (1) (e) voorgeskryf. 'n Werknemer wat 'n ander skof werk as die skof gedurende die gewone werkure moet die loon ontvang wat ingevolge klousule 16 betaalbaar is, plus 15 persent.

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

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

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

- (i) langer as drie uur op 'n dag van Maandag tot en met Saterdag; en
 - (ii) langer as 15 uur in 'n week;
- oortydwerk te verrig nie.

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

- (i) in die geval van noodwerk soos omskryf;
- (ii) met die toestemming van die Raad, en aansoek om die Raad se toestemming moet skriftelik by die Raad ingedien word voor 12h00 op die laaste werkdag voor die dag waarop sodanige oortydwerk verrig moet word. Sodanige aansoek moet die volgende besonderhede bevat:
 - (aa) Die naam en adres van die werkgewer;
 - (ab) die aard van die werk wat verrig moet word;
 - (ac) die plek waar, die datum waarop en die tye wanneer die werk 'n aanvang moet neem en voltooi moet word;

- (ac) for more than four hours on Saturday;
- (ii) in the case of employees engaged in performing unskilled work—
 - (aa) for more than 46 hours in any week;
 - (ab) for more than nine hours and 25 minutes daily from Monday to Thursday inclusive; and eight hours 20 minutes on Fridays;
 - (ac) before 06h30 or after 18h00 except on Fridays, when finishing time shall not be later than 16h30;
- (iii) in the case of all other employees—
 - (aa) for more than 44 hours in any week;
 - (ab) for more than nine hours daily from Monday to Thursday inclusive and eight hours on Fridays;
 - (ac) before 06h30 or after 18h30 except on Fridays, when the finishing time shall be not later than 16h30.

(2) *Meal intervals*.—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than 30 minutes, during which interval such employee shall not be required or permitted to perform any work, and such interval shall not form part of the ordinary hours of work or overtime: Provided that—

- (i) save as provided in subclause (3), periods of work interrupted by intervals of less than 30 minutes shall be deemed to be continuous;
- (ii) a driver of a motor vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this subclause not to have worked during such interval.

(3) *Rest intervals*.—An employer shall grant to each of his employees for whom wages are prescribed in clause 16 (1) (d), (e), (f), (g), (h) (1) and (m) a rest interval of not less than 15 minutes as near as possible in the middle of each morning work period and not less than 10 minutes as near as possible in the middle of each afternoon work period, and during such intervals such employee shall not be required or permitted to perform any work: Provided that by mutual arrangement between an employer and his employees the morning interval may be extended to 25 minutes in which case there shall be no afternoon interval: Provided further that employers shall not be required to pay employees for the intervals prescribed in this subclause.

(4) *Shift work*.—Subject to the consent of the Council, an employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours, except on the conditions prescribed in subclauses (6), (7) and (8). One of these shifts shall be worked during the ordinary hours of work prescribed in subclause (1) (e). An employee working any shift other than the shift during the ordinary hours of work, shall receive the wages payable under clause 16, plus 15 per cent.

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

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

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

- (i) three hours on any day from Monday to Saturday inclusive; and
- (ii) 15 hours in any one week.

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

- (i) in the case of emergency work as defined;
- (ii) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12h00 on the last working day prior to the day on which such overtime is to be worked. Such application shall give—
 - (aa) the name and address of the employer;
 - (ab) the nature of the work to be executed;
 - (ac) the place where, the date on which and the times when the work is to be commenced and completed;

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

(ae) die getal werknemers in elke klas.

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

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

(b) vir oortydwerk verrig—

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

(ii) op Vrydae;

(iii) op Saterdag voor 17h00;

(iv) gedurende die vakansietydperke in kousule 15 (1) (a) voorgeskryf;

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

(c) vir oortydwerk verrig na 17h00 op Saterdag—

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

(d) vir oortydwerk verrig—

(i) op Sondae en tot by die normale aanvangstyd op Maandae;

(ii) op die openbare vakansiedae in kousule 15 (1) (b) bedoel;

twee maal sy basiese uurloon vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het;

(e) in die geval van 'n nagweg wat meer as ses dae in enige week werk, 'n addisionele bedrag gelyk aan 'n derde van sy gewone weekloon.

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

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

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

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

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

14. REKORDS WAT DEUR WERKGEWERS GEHOU MOET WORD

(1) Daar word geag dat artikel 57 (1) van die Wet op Arbeidsverhoudinge, 1956, waarin voorgeskryf word dat elke werkgever te alle tye ten opsigte van alle persone in sy diens 'n rekord moet hou van besoldiging aan hulle betaal, van tyd wat hulle gewerk het en van sodanige ander besonderhede as wat by regulasie voorgeskryf is, en die bepalinge van alle regulasies wat ingevolge subartikel (2) van genoemde artikel gemaak is, in hierdie Ooreenkoms ingelyf is.

(2) Benewens die besonderhede in subkousule (1) bedoel, moet elke werkgever 'n rekord hou, wat gereedlik beskikbaar is vir inspeksie te eniger tyd, van die Nywerheidsraadnommer (anders bekend as die Vakansiefonds- of Pensioenfondsnummer) van elke werknemer in sy diens. In die geval van Bantowerknemers moet die nasionale persoonsnummer, soos in die werknemer se pas- of bewysboek aangeteken, vir die toepassing van hierdie kousule as sy Nywerheidsraadnommer geag word. In die geval van alle ander werknemers is die Nywerheidsraadnommer die nummer in die Raad se rekords wat gekrediteer word met so 'n werknemer se bydraes tot die Vakansiefonds, Mediese Hulpfonds of Pensioenfonds en is dit die nummer wat in die werknemer se bydraeboek verskyn.

(3) Die rekords in hierdie kousule bedoel, moet op materiaal van duursame aard in duidelik leesbare letters met ink ingeskryf of ingetik word.

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

(ae) the number of employees in each category.

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

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

(b) in respect of overtime worked—

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

(ii) on Fridays;

(iii) on Saturdays prior to 17h00;

(iv) during the holiday periods prescribed in clause 15 (1) (a);

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

(c) in respect of overtime worked after 17h00 on Saturdays one and two third times his basic hourly wage in respect of each hour or part of an hour so worked in any week;

(d) in respect of overtime worked—

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

(ii) on the public holidays referred to in clause 15 (1) (b);

twice his basic hourly wage in respect of each hour or part of an hour so worked in any week;

(e) in the case of a nightwatchman who works more than six days in any week, an additional amount equal to a third of his normal weekly wage.

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

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

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

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

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

14. RECORDS TO BE KEPT BY EMPLOYERS

(1) The provisions of section 57 (1) of the Labour Relations Act, 1956, prescribing that every employer shall at all times keep, in respect of all persons employed by him, records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation, and the provisions of any regulations made in pursuance of subsection (2) of the said section, shall be deemed to be incorporated in this Agreement.

(2) In addition to the particulars referred to in subclause (1), every employer shall keep a record, readily available for inspection at any time, of the Industrial Council number (otherwise known as the Holiday Fund or Pension Fund number) of every employee employed by him. In the case of Bantu employees the national identity number, as reflected in the employee's pass or reference book, shall be deemed to be his Industrial Council number for the purposes of this clause. In the case of all other employees, the Industrial Council number is the number in the Council's records against which Holiday Fund, Medical Aid Fund or Pension Fund contributions are credited to such employee and is the number reflected in the employee's contribution book.

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

15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Geen werkgewer mag werk verrig of van 'n werknemer, uitgesonderd 'n nagwag, vereis of hom toelaat om werk te verrig, en geen werknemer, uitgesonderd 'n nagwag, mag werk onderneem of verrig nie, hetsy teen vergoeding al dan nie, uitgesonderd noodwerk—

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

(i) wat om 17h00 op 18 Desember 1987 begin en om 06h30 op 11 Januarie 1988 eindig;

(ii) wat om 17h00 op 15 Desember 1988 begin en om 06h30 op 9 Januarie 1989 eindig;

(iii) wat om 17h00 op 15 Desember 1989 begin en om 06h30 op 8 Januarie 1990 eindig;

(iv) wat om 17h00 op 21 Desember 1990 begin en om 06h30 op 14 Januarie 1991 eindig;

(b) op 'n openbare vakansiedag tensy die skriftelike toestemming van die Raad vooraf verkry is.

(2) Werknemers van wie daar vereis word om, met die voorafverkreë toestemming van die Raad, te werk gedurende die vakansietydperk of op die openbare vakansiedae in subklousule (1) bedoel, moet besoldig word teen die skale in klousule 13 (7) voorgeskryf.

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

16. LONE

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

	<i>Sent per uur</i>
(a) Algemene werker	173
(b) Hysbediener	181
(c) Kraghyskraandrywer	189
Vloerskuurder	189
Klippoleerder en terrazzowerker	189
(d) Leerling-ambagsman:	
Eerste jaar	186
Tweede jaar	215
Derde jaar	261
Vierde jaar	350
(e) Ambagsman se assistent	350
(f) Ambagsman	470
(g) Vakman	529
(h) Meestervakman	588

	<i>Loon per week</i>
(i) Drywers:	
Meer as 6 metrieke ton	R99,20
3-6 metrieke ton	R84,41
Ander voertuie	R73,35
(j) Nagwag	R71,58

	<i>Sent per uur</i>
(k) Skoonmaker	119
(l) Vakleerlinge:	
Eerste jaar	215
Tweede jaar	261
Derde jaar	350
(m) Voorman	529

(2) *Differensiële loon.*—'n Werknemer wat op 'n bepaalde dag twee of meer klasse werk verrig waarvoor daar verskillende lone in subklousule (1) voorgeskryf word, moet vir al die ure op so 'n dag gewerk, teen die hoogste loon besoldig word.

(3) 'n Werknemer wat met die toestemming van die Registrateur van Mannekrag en ingevolge die Wet op Mannekragopleiding, 1981, vir 'n tydperk sonder 'n leerkontrak in diens geneem word of in diens geneem is, moet gedurende sodanige tydperk 'n loon ontvang wat minstens gelyk is aan dié wat in subklousule 16 (1) (l) voorgeskryf is.

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

15. ANNUAL AND PUBLIC HOLIDAYS

(1) No employer shall perform or require or allow an employee, other than a nightwatchman, to perform work, and no employee other than a nightwatchman shall undertake or perform work, whether for remuneration or not, other than emergency work—

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

(i) commencing at 17h00 on 18 December 1987 and ending at 06h30 on 11 January 1988;

(ii) commencing at 17h00 on 15 December 1988 and ending at 06h30 on 9 January 1989;

(iii) commencing 17h00 on 15 December 1989 and ending at 06h30 on 8 January 1990;

(iv) commencing at 17h00 on 21 December 1990 and ending at 06h30 on 14 January 1991;

(b) on any public holiday unless the written consent of the Council has first been obtained.

(2) Employees who are required to work during the holiday period or the public holidays referred to in subclause (1) with the prior consent of the Council, shall be paid at the rates laid down in clause 13 (7).

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

16. WAGES

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

	<i>Cents per hour</i>
(a) General worker	173
(b) Hoist operator	181
(c) Power crane driver	189
Floor sander	189
Stone polisher and terrazzo worker	189
(d) Learner artisan:	
First year	186
Second year	215
Third year	261
Fourth year	350
(e) Artisan's assistant	350
(f) Artisan	470
(g) Craftman	529
(h) Master craftsman	588
(i) Drivers:	<i>Wage per week</i>
Over 6 m tons	R99,20
3-6 m tons	R84,41
Other vehicles	R73,35
(j) Night-watchman	R71,58
	<i>Cents per hour</i>
(k) Cleaner	119
(l) Apprentices:	
First year	215
Second year	261
Third year	350
(m) Foreman	529

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

(3) An employee employed with the consent of the Registrar of Manpower and in terms of the provisions of the Manpower Training Act, 1981, for a period without a contract of apprenticeship shall be paid wages not less than that prescribed in subclause 16 (1) (l) during such period.

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

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

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

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

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

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

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

17. BETALING VAN LONE EN OORTYDBESOLDIGING

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, moet alle besoldiging wat aan 'n werknemer verskuldig is, weekliks in kontant tussen 13h30 en 16h30 betaal word maar nie later nie as die gewone uitskeityd op Vrydag of by diensbeëindiging as dit voor Vrydag plaasvind: Met dien verstande dat—

(a) besoldiging op 'n dag voor Vrydag betaal mag word indien die werkgewer en die werknemer daartoe ooreengekom het en die werkgewer die Raad skriftelik in kennis gestel het van sodanige verandering; en

(b) wanneer 'n Vrydag 'n vakansiedag in die Nywerheid is, betaling moet geskied op die Donderdag voor sodanige vakansiedag.

(2) Betaling van alle besoldiging waarop 'n werknemer geregtig is, moet op die terrein waar so 'n werknemer werk of by die kantoor of werkwinkel van die werkgewer geskied, mits dié kantoor of werkwinkel binne die regsgebied van hierdie Raad val.

(3) Elke werkgewer moet die lone, besoldiging vir oortydwerk, toelaes en alle ander besoldiging wat aan werknemers verskuldig is, betaal, en alle seëls waarop 'n werknemer geregtig is, insluit in verseëelde koeverte waarop die naam van die werkgewer, die naam en ambag of beroep van die werknemer, en die datum waarop die week geëindig het, gemeld word, en voorts moet daar op die voorkant van die koevert of 'n afsonderlike staat daarin ingesluit, breedvoerig gemeld word hoe die bruto besoldiging bereken is, watter bedrae daarvan afgetrek is en wat die netto besoldiging is wat die koevert bevat. Sodanige koevert en ook die staat daarin ingesluit, bly die eiendom van die werknemer.

Op die keersy van sodanige koevert moet die volgende woorde verskyn:

"ALLE SEËLS MOET ONMIDDELLIK GEPLAK WORD IN 'N BYDRAEBOEK WAT VAN DIE RAAD VERKRYGBAAR IS."

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

(a) Afrekkings waarvoor in klousules 18, 27 en 28 voorsiening gemaak is;

(b) afrekkings waarvoor in klousules 30 en 32 voorsiening gemaak is;

(c) bedrae wat 'n werkgewer regtens of kragtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;

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

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

18. DIENSBEËINDIGING

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

(i) 'n werkgewer wat aan 'n ambagsman kennis gee, nie van sodanige werknemer mag vereis om die minimum tydperk van sodanige kennisgewing te werk nie, en sodanige tydperk word vir die toepassing van hierdie subklousule geag tyd te wees wat gewerk is teen die loon in klousule 16 voorgeskryf;

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

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

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

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

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

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

17. PAYMENT OF WAGES AND OVERTIME

(1) Except where otherwise provided in this Agreement, all remuneration due to an employee shall be paid in cash weekly between 13h30 and 16h30 but not later than the normal finishing time on Friday or on termination of employment if such termination takes place before Friday: Provided that—

(a) payment may be made on a day prior to Friday if agreed to by the employer and the employee and notification in writing of such alteration is forwarded to the Council by the employer; and

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

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

(3) Every employer shall pay wages, remuneration for overtime, allowances and all other remuneration payable to employees and enclose all stamps to which an employee is entitled, in sealed envelopes endorsed with the name of the employer, the name and trade or occupation of the employee, the date on which the week ended together with a statement, either specified on the face of the envelope or on a separate statement enclosed in the envelope, stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom and the net remuneration contained in the envelope. Such envelope, together with any statement enclosed in the envelope, shall remain the property of the employee.

The reverse side of such envelope shall be endorsed as follows:

"ALL STAMPS MUST BE AFFIXED IMMEDIATELY IN A CONTRIBUTION BOOK OBTAINABLE FROM THE COUNCIL."

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

(a) Deductions provided for in clauses 18, 27 and 28;

(b) deductions provided for in clauses 30 and 32;

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

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

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

18. TERMINATION OF EMPLOYMENT

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

(i) an employer who gives notice to an artisan shall not require such employee to work the minimum period of such notice which period shall, for the purposes of this subclause, be deemed to be time worked at the rates laid down in clause 16;

(ii) 'n werknemer wat aan 'n werkgever kennis gee, nogtans tot by uitskeityd moet aanhou met die werk waarvoor hy in diens geneem is, maar 'n werknemer wat as 'n timmerman of 'n skrynwerker in diens geneem is, moet gedurende die minimum tydperk van sodanige kennisgewing toegelaat word om sy gereedskap in werkende orde te bring, dog hy moet nogtans vir 'n gedeelte van sodanige minimum tydperk wat nie vir hierdie doel nodig is nie tot by uitskeityd voortgaan met die werk waarvoor hy in diens geneem is; en

(iii) 'n werknemer wat kennis wil gee en wat wil hê dat die loon wat aan hom verskuldig is, betaal moet word op die dag van diensbeëindiging, die werkgever voor 10h00 op die dag van sodanige diensbeëindiging kennis moet gee; so nie, kan die loon wat verskuldig is op die daaropvolgende werkdag betaal word.

'n Werkgever of 'n werknemer kan te eniger tyd die dienskontrak sonder kennisgewing beëindig deur in plaas van sodanige kennisgewing 'n bedrag van minstens twee maal die uurloon wat die werknemer ten tyde van sodanige diensbeëindiging ontvang aan die werknemer te betaal of aan die werkgever te betaal of te verbeur, na gelang van die geval.

Vir die toepassing van hierdie klousule beteken "werkdag" 'n dag wat voorgeskryf is in of wat bepaal word ooreenkomstig klousule 13.

(2) Indien 'n werknemer ophou werk sonder dat hy sy werkgever kennis gegee het soos in subklousule (1) voorgeskryf, kan die werkgever van die loon wat aan so 'n werknemer verskuldig is, 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 16 betaalbaar is vir 'n tydperk gelyk aan sodanige kennisgewingstydperk.

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

(4) (a) Niks in hierdie klousule vervat, belet 'n werkgever om 'n werknemer as gevolg van gure weer tydelik te ontslaan nie, en die werkgever is nie aanspreeklik vir betaling van besoldiging gedurende sodanige tydelike diensopskorting nie.

(b) Niks in hierdie klousule vervat, belet 'n werkgever om 'n werknemer as gevolg van 'n tekort aan materiaal tydelik te ontslaan nie, en die werkgever is nie aanspreeklik vir die betaling van besoldiging tydens sodanige tydelike diensopskorting nie: Met dien verstande dat, indien die werkgever die werknemer nie op die vorige dag in kennis gestel het dat sy dienste vanweë 'n tekort aan materiaal nie nodig sal wees nie, die werkgever so 'n werknemer wat hom vir diens aanmeld 'n minimum van een uur se besoldiging moet betaal ten opsigte van sodanige dag wat hy nie gewerk het nie vanweë 'n tekort aan materiaal.

(c) 'n Werkgever mag 'n werknemer nie as 'n dissiplinêre maatreef vir 'n tydperk uit sy werk skors nie.

19. BÊRE EN VERSKAFFING VAN GEREEDSKAP

(1) (a) 'n Werkgever moet by alle werkplekke, werkloodse en werkwinkels 'n toesluitplek verskaf om die werknemers se gereedskap te eniger tyd daarin toe te sluit.

(b) 'n Werkgever is daarvoor verantwoordelik dat die toesluitplekke buite die gewone en oortydwerkure behoorlik en/of stewig gesluit is.

(2) 'n Werkgever moet die gereedskap van 'n werknemer verseker teen verlies deur brand.

(3) Indien 'n werkgever versuim om 'n toesluitplek ooreenkomstig subklousule (1) (a) te verskaf, of indien 'n werkgever versuim om 'n toesluitplek na die gewone werkure stewig toegesluit te hou ingevolge subklousule (1) (b), of indien 'n werkgever versuim om die gereedskap van 'n werknemer teen verlies deur brand te verseker, is so 'n werkgever, as 'n werknemer sy gereedskap verloor as gevolg van dié optrede of versuim, aanspreeklik vir die verlies van dié gereedskap en moet hy aan die Gereedskapfonds van die Bounywerheid (Westelike Provinsie) die bedrag betaal wat die Raad as die waarde van die verlore gereedskap beskou.

(4) 'n Werknemer wat ambagsmanswerk in die ambagte messelwerk, timmerwerk, skrynwerk of pleisterwerk verrig, moet die volgende minimum gereedskap verskaf en sorg dat al sy gereedskap permanent met sy naam gemerk is en hy moet aan sy werkgever 'n inventaris van dié gereedskap verstrek:

(a) Messelaar:

Skoon oorpakke	'n steenbeitel
'n kouebeitel	'n steenhamer
'n lang vierkantige voegstryker	'n lang ronde voegstryker
'n kort ronde voegstryker	messelpenne
'n spanlyn	'n meetband van 3 m
'n lugbelwaterpas	'n winkelhaak
'n messeltroffel	'n rubberhamer
'n meettroffel	'n slaglyn
'n voegtroffel	'n gereedskapkis
'n houtwerkpotlood	

(ii) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged, save that an employee engaged as a carpenter or joiner shall during the minimum period of such notice be allowed to put his tools in working order but shall nevertheless continue until finishing time at the work for which he was engaged for any portion of such minimum period not required for this purpose; and

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

An employer or employee may at any time terminate the contract of employment without notice by paying the employee or paying or forfeiting to the employer, as the case may be, in lieu of such notice, an amount of not less than double the hourly wage the employee is receiving at the time of such termination.

For the purposes of this clause, "working day" means any day prescribed in or as may be laid down in accordance with the provisions of clause 13.

(2) Should an employee cease work without having given to his employer the notice prescribed in subclause (1), the employer may deduct from any wages due to such employee an amount equivalent to the wages payable in terms of clause 16 for a period equal to such notice.

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

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

(b) Nothing in this clause shall prevent an employer from laying off an employee on account of shortage of materials and the employer shall not be liable for payment of any remuneration during such suspension: Provided that, unless the employer has given the employee notice on the previous day that his services will not be required because of a shortage of materials, the employer shall pay such an employee who reports for work a minimum of one hour's remuneration in respect of such day not worked because of a shortage of materials.

(c) No employer shall suspend an employee from work for any period as a disciplinary measure.

19. STORAGE AND PROVISION OF TOOLS

(1) (a) An employer shall provide a lock-up for all jobs, jobbing workshops and workshops, for locking up employees' tools at any time.

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

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

(3) If an employer fails to provide a lock-up in terms of subclause (1) (a), or if an employer after normal working hours fails to keep a lock-up securely locked in terms of subclause (1) (b), or if an employer fails to insure the tools of an employee against loss by fire, such employer shall, if an employee loses his tools as a result of such action or omission, be liable for the loss of such tools and shall pay to the Tool Fund for the Building Industry (Western Province) the amount determined by the Council as the value of the tools lost.

(4) An employee engaged in artisan's work in the bricklaying, carpentry, joinery or plastering trades shall provide the following minimum tools and shall ensure that all his tools are permanently marked with his name and he shall provide the employer with an inventory of such tools:

(a) Bricklayer:

Clean overalls	brick bolster
cold chisel	brick hammer
long square jointer	long round jointer
short round jointer	gut line
line pins	spirit level
3 m measuring tape	brick trowel
square	gauging trowel
rubber hammer	pointing trowel
chalk line	carpenter's pencil
tool box	

(b) *Timmerman en skrynwerker:*

Skoon oorpakke	'n tapytmes
'n klouhamer	'n stel vyle
'n waterpomp tang	'n hamer van 4 pd
'n skroefsleutel	'n dwarssaag
'n 10"-tang	'n kloofsaag
'n kurwesaag	'n spansaag
'n groot skuifklamp	'n rugsaag
twee G-klampe	'n ystersaag
'n groot skroewedraaier	'n pons
'n klein skroewedraaier	'n oliesteen
'n oliekan	'n handboor
'n waterpas	'n omslag
'n stel staalbore	'n spykerpons
'n stel betonbore	'n groot winkelhaak
'n spykersak	'n verstelboor
'n stel skroewedraaiers	'n knewel
'n els	'n meetband van 5 m
'n versinkboor	'n meetband van 30 m
'n steeksaag	'n steenbeitel
'n dubbelpenkruishout	'n sponningskaaf
'n pypwaterpas	'n swaaihaak
'n stel snelbore	'n verstekhaak
'n knyptang	'n slaglyn
'n slaglynhervulsel	'n skietlood
'n blikskêr	'n kapmes
'n naeklinker	'n stel beitels
'n houtwerkpotlood	twee nylonlyne
'n kortwinkelhaak	'n gereedskapkis

(c) *Pleisteraar:*

Skoon oorpakke	'n koolborsel
'n pleistertroffel	'n binnerondehoektroffel
'n meettroffel	'n buiterondehoektroffel
'n mastiktroffel	'n buitehoektroffel
'n vloerlystroffel	'n binnehoektroffel
'n enkel V-voegstryker	'n spanlyn
'n pleisterbord	'n neusrandtroffel
houtstrykplanke	'n sesgroefstroffel
'n lugbelwaterpas	'n klein troffel, 12, 19, 25 mm
'n meetband, 3 m	'n gereedskapkis
'n staalwinkelhaak	

(5) Van alle werknemers vir wie lone in klousule 16 (1) (f), (g), (h), (i) en (m) voorgeskryf word, word vereis om hul eie gereedskap kiste 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, fatsoen of grootte normalerwys nie in sodanige gereedskap kiste gebêre word nie.

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

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

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

(b) *Klipmesselaars en klipkappers*.—(i) Skerpgemaakte gereedskap vir die bewerking van graniet of ander klip, vooraf gegiete klip of kunsgraniet;

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

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

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

(ii) afsteekpenne en klinkstawe enbore van alle groottes;

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

(iv) pypsnijgereedskap en skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepel;

(vii) soldeerboute en blaaslampe;

(b) *Carpenter and joiner:*

Clean overalls	carpet knife
claw hammer	set files
4 lb. hammer	waterpump pliers
cross cut saw	shifting spanner
ripsaw	10" pliers
bow saw	coping saw
backsaw	large slide clamp
hacksaw	G-clamp (2)
punch	large screwdriver
oil stone	small screwdriver
hand drill	oil can
belly brace	level
nail punch	set steel drills
large square	set concrete drills
expansion bit	nail bag
tommy bar	set screwdrivers
5 m tape	awl
30 m tape	countersink bit
bolster	piercing saw
rebate plane	double pin marking gauge
angle bevel	pipe level
mitre square	set high-speed drills
chalk line	pincers
plumb bob	chalk line refill
billhook	tinman's shears
set chisels	riveter
nylon line (2)	carpenter's pencil
toolbox	short square

(c) *Plasterer:*

Clean overalls	trowel, mastic
block brush	trowel, skirting
internal cove tool	single v-jointer
outside cove tool	handboard
outside corner trowel	wooden floats
inside corner trowel	level-spirit
line, gut	tape—measuring, 3 m
nosing tool	toolbox
reeding tool, 6 groove	
small tool, 12, 19, 25 mm	
steel square	
trowel, plastering	
trowel, gauging	

(5) Each employee for whom wages are prescribed in clause 16 (1) (f), (g), (h), (i) and (m) shall be required to provide his own toolbox, which is capable of being securely locked, in which he shall store all his tools other than those which because of their length, shape or size are not normally store in such toolboxes, whenever such tools are not in use.

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

(7) Employers shall provide the following tools in good order and condition in the case of:

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

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

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

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

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

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

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) soldering-irons and blow lamps;

- (viii) beitels, ponse en muurpenne wat langer as 22½ cm is;
- (ix) vyle en ystersaaglemme;
- (x) drewels wat meer as 5 cm in deursnee is;
- (xi) klinknaelstelle van grootte No. 12 en groter en groefgereedskap;
- (xii) plaatmetaalwerkershamer en swaar klophammers;
- (xiii) ponse wat meer as 6 mm in deursnee is;
- (xiv) moersleutels en tange wat langer as 30 cm is;

Met dien verstande egter dat in die geval van verwers, werknemers die volgende gereedskap self moet verskaf en dié gereedskap in 'n goeie orde en toestand moet wees:

- (a) Verfkwasse van 2½ cm tot 15 cm;
- (b) blokborsels;
- (c) stoffers; en
- (d) stopverfmesse.

20. GEREEDSKAPFONDS

(1) (a) Elke werkgever moet ten opsigte van elk van sy werknemers vir wie 'n loon in klousule 16 (1) (f), (g), (h) en (m) voorgeskryf word, 'n bedrag van vier sent per week aan die Raad betaal en dié bedrag moet deur die Raad inbetaal word in die Gereedskapfonds vir die Bounywerheid (Westelike Provinsie) (hierna die "Gereedskapfonds" genoem).

(b) 'n Werkgever moet geen bydrae ingevolge paragraaf (a) hierbo, maak ten opsigte van 'n werknemer wat—

- (i) minder as 19 uur in 'n week vir hom werk nie;
- (ii) 19 uur of langer maar minder as 36 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 19 uur in daardie week gewerk het, verhinder word om 36 uur of langer te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, openbare vakansiedae, siekte gestaaf deur 'n mediese sertifikaat of wat afwesig is met die wete of toestemming van sy werkgever, hy vir die toepassing van hierdie klousule geag word 36 uur in daardie week te gewerk het.

(c) Waar 'n werknemer deur twee of meer werkgevers gedurende die selfde week in diens geneem is, moet die bydrae ingevolge paragraaf (a) vir daardie week betaal word deur die werkgever by wie so 'n werknemer eerste gedurende dié week minstens 19 uur in diens was.

(d) Die bydrae voorgeskryf in paragraaf (a) hierbo moet deur 'n werkgever aan die Raad betaal word, *mutatis mutandis* op die wyse en in ooreenstemming met die prosedure en voorwaardes voorgeskryf in klousule 28: Met dien verstande dat die waarde van die seël wat op elke betaal-dag aan elkeen van die betrokke werknemers uitgereik word ten opsigte van die Gereedskapfonds, vier sent moet wees.

(2) Die werknemers in subklousule (1) (a) bedoel, is geregtig op die voordele voorgeskryf in klousule 20 van die Raad se Ooreenkoms vir die Kaapse Skiereiland, gepubliseer by Goewermentskennisgewing R. 849 van 19 April 1985, of 'n daaropvolgende ooreenkoms vir die Kaapse Skiereiland, en daardie klousule is *mutatis mutandis* van toepassing op sodanige werkgevers en hul werknemers.

21. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

(1) *Klipwerk*.—(a) Bedieners van skaafmasjiene en diamant- en karborundumsaagmasjiene moet minstens die loon ontvang wat in klousule 16 (1) (f) voorgeskryf word.

(b) Werknemers wat in diens geneem word om gereedskap skerp te maak, saaglemme in te sit, klip reg te sit vir saagwerk en klip vas en gelyk te sit vir poleermasjiene, moet minstens die loon ontvang wat in klousule 16 (1) (f) voorgeskryf word.

(c) Klipwerkbanke mag minstens 2 m van mekaar af wees, en geen stof mag gedurende werkure met uitlaat- of ander lug afgeblaas word nie.

(d) Geen klip wat vervaardig of afgewerk is in 'n distrik van die Republiek van Suid-Afrika waarin lone betaal word wat laer is as dié wat vir sodanige werk in klousule 16 (1) (f) voorgeskryf word, mag in die Nywerheid gebruik word.

(e) Alle haakse klip moet op die werkgever se werf of op die werkplek bewerk word, maar mag by die klipgroef kleiner gemaak word deur alleenlik 'n splinterhamer te gebruik. Wanneer die werkgever se werf by die klipgroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef af wees.

(2) *Skrynwerk*.—Geen doelgemaakte skrynwerk, winkelluitrusing of winkelfronte wat vervaardig is in 'n distrik in die Republiek van Suid-Afrika waar die lone wat betaal word aan ambagsmanne wat vir sodanige vervaardiging in diens geneem is, laer is as dié in klousule 16 (1) (f) voorgeskryf, mag in die Bounywerheid gebruik word nie.

- (viii) chisels, punches and wall-pins over 22½ cm in length;
- (ix) files and hack-saw blades;
- (x) mandrels over 5 cm in diameter;
- (xi) rivet sets from No. 12 rivet and over, and grooving tools;
- (xii) sheet metal worker's mallet and heavy dressers;
- (xiii) punches over 6 mm in diameter;
- (xiv) wrenches and tongs over 30 cm in length;

Provided, however, that, in the case of painters, employees themselves shall provide the following tools, which shall be in good order and condition;

- (a) Paint brushes ranging from 2½ cm to 15 cm;
- (b) block brushes;
- (c) dusters; and
- (d) putty knives.

20. TOOL FUND

(1) (a) Every employer shall, in respect of each of his employees for whom wages are prescribed in clause 16 (1) (f), (g) (h) and (m), pay an amount of four cents per week to the Council, which amount shall be paid by the Council into the Tool Fund for the Building Industry (Western Province) (hereinafter referred to as the "Tool Fund").

(b) No payment in terms of paragraph (a) above shall be made by an employer in respect of an employee who—

- (i) works less than 19 hours from him in any week;
- (ii) works 19 hours or more but less than 36 hours for him in any week: Provided that where such employee, who has worked at least 19 hours in that week, is prevented from working 36 hours or more due to circumstances beyond his control such as inclement weather, shortage of materials or work, public holidays, illness supported by a doctor's certificate or is absent with the knowledge or consent of his employer, he shall, for the purposes of this clause, be deemed to have worked 36 hours in that week.

(c) Where an employee is employed by two or more employers during the same week, the payment in terms of paragraph (a) for that week shall be made by the employer by whom such employee was first employed during that week for not less than 19 hours.

(d) The contribution prescribed in paragraph (a) above shall be paid by an employer to the Council *mutatis mutandis* in the manner and in accordance with the procedure and conditions laid down in clause 28: Provided that the value of the stamp issued on each pay-day to each of the employees concerned in respect of the Tool Fund shall be four cents.

(2) The employees referred to in subclause (1) (a) shall be entitled to the benefits provided for under clause 20 of the Council's Agreement for the Cape Peninsula published under Government Notice R. 849 of 19 April 1985 or any succeeding agreement from the Cape Peninsula, and the provisions of the clause shall *mutatis mutandis* apply to such employees and their employers.

21. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

(1) *Stone work*.—(a) Employees operating planing machines and diamond and carborundum sawing machines shall be paid not less than the wages prescribed in clause 16 (1) (f).

(b) Employees engaged in sharpening tools, fixing saw-blades and setting stone ready for sawing and fixing and levelling all stones for polishing machines shall be paid not less than the wage prescribed in clause 16 (1) (f).

(c) Masons' blankers must not be less than 2 m apart and no dust shall be blown off with exhaust or other air during working hours.

(d) No stone dressed in a district of the Republic of South Africa in which wages lower than those prescribed for such work in clause 16 (1) (f) are paid shall be utilised in the Industry.

(e) All square stone must be worked in the employer's yard or on the job, but may be reduced in size at the quarry by the use of a spall hammer only. When the employer's yard is situated at the quarry, it must be at a reasonably safe distance from the working face of the quarry.

(2) *Joinery*.—No purpose-made joinery, shopfittings or shopfronts manufactured in a district of the Republic of South Africa where the wages paid to artisans employed on such manufacture is lower than that prescribed in clause 16 (1) (f) shall be utilised in the Building Industry.

22. STEIERWERK, INSTALLASIES EN VEILIGHEIDSBEPALINGS

'n Werkgewer en 'n werknemer moet verseker dat alle masjinerie en elke deel daarvan goed gebou of opgerig is, dat dit sterk genoeg is vir die doel waarvoor dit gebruik word en dat dit gemaak is van materiaal wat geskik en sonder defekte is soos bepaal in die Wet op Masjinerie en Beroepsveiligheid, Wet 6 van 1983.

23. GURE WEER

Skuiling teen nat weer en kleedkamer.—Op elke terrein waar bou-werksaamhede plaasvind, moet werkgewers geskikte onderdak verskaf om te dien—

- (a) as skuiling vir werknemers gedurende nat weer; en/of
- (b) as 'n kleedkamer; en
- (c) as wasplek:

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

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

24. SANITÊRE GERIEWE

- (1) 'n Werkgewer moet behoorlike en toereikende sanitêre geriewe op elke werkplek verskaf.
- (2) Sanitêre geriewe moet te alle tye in 'n skoon, higiëniese en behoorlike toestand gehou word.
- (3) Sanitêre geriewe moet in alle gevalle voldoen aan die wetgewing van die plaaslike owerheid in wie se gebied die werkplek geleë is.

25. VERVERSINGS

- (1) Elke werkgewer moet 'n persoon beskikbaar stel om tee vir sy werknemers te maak gedurende die pouses voorgeskryf in klousule 13 (2) en (3) en moet 'n behoorlike en higiëniese houer vir kookwater verskaf.
- (2) 'n Werknemer mag nie die plek waar hy werk gedurende die ontbyt- of teepouse verlaat nie.

26. VAKVERENIGINGBEAMPTES

Beamptes van vakverenigings moet by die gewone uitvoering van hul pligte gedurende werkure toegang hê tot bouterreine en werkwinkels, maar moet nie toegelaat word om in te meng met die werk van 'n werknemer nie of om 'n werknemer te nader sonder dat die toestemming van die werk-gewer of sy behoorlik gemagtigde verteenwoordiger op die bouterrein of in die werkwinkel vooraf verkry is nie, en dié toestemming moet nie onredelik geweier word nie.

Indien die beampte van die vakvereniging die werknemers wil toespreek of 'n onderhoud met meer as een werknemer wil voer, moet sodanige toespraak of onderhoud plaasvind gedurende die erkende pouses soos in hierdie Ooreenkomms voorgeskryf.

27. UITGAWES VAN DIE RAAD

(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elke werk-gewer 5c per week aftrek van die loon van elkeen van sy werknemers vir wie lone in klousule 16 (1) (f), (g), (h) en (m) voorgeskryf word, en by die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is. Die werkgewer moet die bedrae aldus afgetrek aan die Raad oorbetalen op die wyse in subklousule (2) voorgeskryf: Met dien verstande dat dit nie van toepassing is ten opsigte van 'n werknemer wat—

- (i) minder as 19 uur in 'n week vir hom werk nie;
- (ii) 19 uur of langer maar minder as 36 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 19 uur in daardie week gewerk het, verhinder word om 36 uur of langer te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, openbare vakansiedae, siekte gestaaf deur 'n mediese sertifikaat of wat afwesig is met die wete of toestemming van sy werk-gewer, hy vir die toepassing van hierdie klousule geag moet word 36 uur in daardie week te gewerk het.

Waar 'n werknemer in 'n bepaalde week by twee of meer werk-gewers in diens was, moet die aftrekking vir daardie week gedoen word deur die werk-gewer by wie dié werknemer die eerste gedurende daardie week minstens 19 uur in diens was.

22. SCAFFOLDING, PLANT AND SAFETY PROVISIONS

An employer and every employee shall ensure that all machinery and every part thereof is of good construction, of suitable and sound material and of adequate strength for the purpose for which it is used as provided in the Machinery and Occupational Safety Act, Act 6 of 1983.

23. INCLEMENT WEATHER

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

- (a) shelter for employees during wet weather; and/or
- (b) change room; and
- (c) wash-point:

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

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

24. SANITARY FACILITIES

- (1) An employer shall provide proper and adequate sanitary facilities on each job.
- (2) Sanitary facilities shall at all times be maintained in a clean, hygienic and proper condition.
- (3) Sanitary facilities shall in all instances conform to the legislation of the local authority in whose area the job is situated.

25. REFRESHMENTS

- (1) Every employer shall provide a person for the preparing of tea for his employees during the intervals provided for in clause 13 (2) and (3) and shall provide a proper hygienic utensil for boiling water.
- (2) No employee may leave the position where he is working during the breakfast or tea intervals.

26. TRADE UNION OFFICIALS

Officials of the trade unions shall in the ordinary course of their duties have access to building sites and workshops during working hours but shall not be allowed to interfere with the work by, or approach any employee without the prior consent of the employer or his duly authorised representative on the site or in the workshop, which consent shall not be unreasonably withheld.

Should the official of the trade union wish to address the employees or interview more than one employee then such interview or addresses shall take place during the recognised intervals as provided for in this Agreement.

27. EXPENSES OF THE COUNCIL

(1) (a) For the purpose of meeting the expenses of the Council, every employer shall deduct 5c per week from the wages of each of his employees for whom wages are prescribed in clause 16 (1) (f), (g), (h) and (m), and to the amounts so deducted the employer shall add an equal amount. The employer shall pay over the amounts so deducted to the Council in the manner prescribed in subclause (2): Provided that the provisions shall not apply in respect of an employee who—

- (i) works less than 19 hours for him in any week;
- (ii) works 19 hours or more but less than 36 hours for him in any week: Provided that where such employee, who has worked at least 19 hours in that week, is prevented from working 36 hours or more due to circumstances beyond his control, such as inclement weather, shortage of materials or work, public holidays, illness supported by a doctor's certificate or is absent with the knowledge or consent of his employer, he shall, for the purposes of this clause, be deemed to have worked 36 hours in that week.

Where an employee has been employed by two or more employers in any one week, the deduction for that week shall be made by the employer by whom such employee was first employed during that week for not less than 19 hours.

(2) Elke werkgever moet op elke betaaldag aan elke werknemer in subklousule (1) bedoel 'n seël ter waarde van 10c uitreik wat die werkgever ten tyde van uitreiking op 'n leesbare wyse met sy naam en die datum van uitreiking moet rojээр.

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

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

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

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

28. VAKANSIEFONDS, VERLOFBETALING EN STABILISASIEFONDS

(1) (a) *Vakansiefonds*.—Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgever aan elke lid van ondergenoemde klasse werknemers, ten opsigte van elke uur deur sodanige werknemer gewerk, die toelae hieronder gespesifiseer, betaal, wat voorsiening moet maak vir betaling ten opsigte van die jaarlikse verloftydperk in klousule 15 (1) (a) bedoel sowel as die openbare vakansiedae in klousule 15 (1) (b) bedoel:

Klas werknemer	Toelae sent per uur
Werknemers vir wie lone voorgeskryf word in—	
(i) klousule 16 (1) (k)	11
(ii) klousule 16 (1) (a) en (j), en drywers van ander voertuie in klousule 16 (1) (i) bedoel	16
(iii) klousule 16 (1) (b)	17
(iv) klousule 16 (1) (c), leerlinge in klousule 16 (1) (d) bedoel, in die eerste jaar leerlingskap, en drywers van voertuie tussen 3 en 6 metrieke ton in klousule 16 (1) (i) bedoel	18
(v) klousule 16 (1) (d) (leerlinge in hierdie klousule bedoel, in die tweede jaar leerlingskap) en vakleerlinge in klousule 16 (1) (l) bedoel, in die eerste jaar vakleerlingskap	20
(vi) klousule 16 (1) (i) (drywers van voertuie oor 6 metrieke ton, in hierdie klousule bedoel)	21
(vii) klousule 16 (1) (d) (leerlinge in hierdie klousule bedoel, in die derde jaar leerlingskap) en vakleerlinge in klousule 16 (1) (l) bedoel, in die tweede jaar vakleerlingskap	25
(viii) klousule 16 (1) (d) (leerlinge in hierdie klousule bedoel, in die vierde jaar leerlingskap), ambagsman se assistente klousule 16 (1) (e) bedoel en vakleerlinge in klousule 16 (1) (l) bedoel, in die derde jaar vakleerlingskap	33
(ix) klousule 16 (1) (f)	44
(x) klousule 16 (1) (g) en (m)	50
(xi) klousule 16 (1) (h)	55

(b) *Stabilisasiefonds*.—Benewens die Vakansiefondstoelae betaalbaar ingevolge paragraaf (a) en ander besoldiging betaalbaar ingevolge hierdie Ooreenkoms, moet 'n werkgever aan elkeen van sy werknemers vir wie lone in klousule 16 (1) (a), (b), (c), (e), (i) en (j) voorgeskryf is, ten opsigte van elke uur deur sodanige werknemers gewerk, 'n toelae van twee sent betaal en aan elkeen van sy werknemers vir wie lone in klousule 16 (1) (f), (g), (h) en (m) voorgeskryf is, ten opsigte van elke uur deur sodanige werknemer gewerk, 'n toelae van vier sent betaal wat voorsiening maak vir sy bydrae tot die Fonds in subklousule (4) (a) bedoel.

(2) 'n Werkgever moet geen bydrae ingevolge subklousule (1) (a) en (b) maak ten opsigte van 'n werknemer wat—

(i) minder as 19 uur in 'n week vir hom werk nie;

(2) Every employer shall on each pay-day issue to each employee referred to in subclause (1) a stamp to the value of 10c, which stamp shall be legibly cancelled by the employer on issue with the employer's name and the date of issue.

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

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

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

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

28. HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

(1) (a) *Holiday Fund*.—In addition to any other remuneration payable in terms of this Agreement, an employer shall pay every member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder which shall cover payment in respect of the annual leave period referred to in clause 15 (1) (a) as well as the public holidays referred to in clause 15 (1) (b):

Class of employee	Allowance Cents per hour
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (k)	11
(ii) clause 16 (1) (a) and (j), and drivers of other vehicles referred to in clause 16 (1) (i)	16
(iii) clause 16 (1) (b)	17
(iv) clause 16 (1) (c), learners referred to in clause 16 (1) (d) in the first year of learnership and drivers of vehicles between 3 and 6 metric tons referred to in clause 16 (1) (i)	18
(v) clause 16 (1) (d) (learners referred to in this clause, in the second year of learnership) and apprentices referred to in clause 16 (1) (l), in the first year of apprenticeship	20
(vi) clause 16 (1) (i) (drivers of vehicles over 6 metric tons, referred to in this clause)	21
(vii) clause 16 (1) (d) (learners referred to in this clause, in the third year of learnership) and apprentices referred to in clause 16 (1) (l), in the second year of apprenticeship	25
(viii) clause 16 (1) (d) (learners referred to in this clause, in the fourth year of learnership), artisan's assistants referred to in clause 16 (1) (e) and apprentices referred to in clause 16 (1) (l), in the third year of apprenticeship	33
(ix) clause 16 (1) (f)	44
(x) clause 16 (1) (g) and (m)	50
(xi) clause 16 (1) (h)	55

(b) *Stabilisation Fund*.—In addition to the Holiday Fund allowance payable in terms of paragraph (a) and any other remuneration payable in terms of this Agreement, an employer shall pay each of his employees, for whom wages are prescribed in clause 16 (1) (a), (b), (c), (e), (i) and (j) in respect of every hour worked by such employee an allowance of two cents, and to his employees for whom wages are prescribed in clause 16 (1) (f), (g), (h) and (m) in respect of every hour worked by such employee an allowance of four cents which shall cover his contribution to the Fund referred to in subclause (4) (a).

(2) No payment in terms of subclause (1) (a) and (b) shall be made by an employer in respect of an employee who—

(i) works less than 19 hours for him in any week;

(ii) 19 uur of langer maar minder as 36 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 19 uur in daardie week gewerk het, verhinder word om 36 uur of langer te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, openbare vakansiedae, siekte gestaaf deur 'n mediese sertifikaat of wat afwesig is met die wete of toestemming van sy werkgever, hy vir die toepassing van hierdie klousule geag moet word 36 uur in daardie week te gewerk het.

Waar 'n werknemer in 'n bepaalde week by twee of meer werkgevers in diens was, moet die bydrae vir daardie week gedoen word deur die werkgever by wie dié werknemer die eerste gedurende daardie week minstens 19 uur in diens was.

(3) Die toelaes in subklousule (1) bedoel, is vir hoogstens 40 uur in 'n week betaalbaar, ongeag of sodanige tyd teen gewone of oortydskale gewerk was.

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

Klas werknemer	Bydrae Per week
Werknemers vir wie lone voorgeskryf word in—	R
(i) klousule 16 (1) (k)	4,40
(ii) klousule 16 (1) (a), (d) (leerlinge in hierdie klousule bedoel, in die eerste jaar leerlingskap), (j), en drywers van ander voertuie in klousule 16 (1) (i) bedoel	7,20
(iii) klousule 16 (1) (b)	7,60
(iv) klousule 16 (1) (c), leerlinge in klousule 16 (1) (d) bedoel, in die tweede jaar leerlingskap, vakleerlinge in klousule 16 (1) bedoel, in die eerste jaar vakleerlingskap, en drywers van voertuie tussen 3 en 6 metrieke ton in klousule 16 (1) (i) bedoel	8,00
(v) klousule 16 (1) (i) (meer as 6 metrieke ton)	9,20
(vi) klousule 16 (1) (d) (leerlinge in hierdie klousule bedoel, in die derde jaar leerlingskap) en vakleerlinge in klousule 16 (1) (l) bedoel, in die tweede jaar vakleerlingskap	10,00
(vii) klousule 16 (1) (d) (leerlinge in hierdie klousule bedoel, in die vierde jaar leerlingskap) en vakleerlinge in klousule 16 (1) (l) bedoel, in die derde jaar vakleerlingskap	13,20
(viii) klousule 16 (1) (e)	14,00
(ix) klousule 16 (1) (f)	19,20
(x) klousule 16 (1) (g) en (m)	21,60
(xi) klousule 16 (1) (h)	23,60

(b) Waar 'n werknemer deur meer as een werkgever gedurende dieselfde betaalweek in diens geneem was, moet die aftrekking vir daardie betaalweek geskied deur die werkgever by wie die werknemer die eerste gedurende dié betaalweek minstens 19 uur in diens was.

(5) (a) Van die bydrae in subklousule (3) (a) (i), (ii) en (iii) bedoel, moet die werknemer met 'n bedrag van R0,80 gekrediteer word en van die bydrae in subklousule (3) (a) (iv) bedoel, moet die werknemer met 'n bedrag van R1,60 gekrediteer word in 'n fonds (hierna die "Stabilisasiefonds" genoem).

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

(c) Die Raad kan alle uitstaande bedrae ten opsigte van vakverenigingsledegeld vir die huidige jaar wat verskuldig is deur 'n werknemer wat lid is van eenige van die vakverenigings wat partye by hierdie Ooreenkomst is, aftrek van die bedrag in sodanige werknemer se krediet in die Stabilisasiefonds, en die bedrae aldus afgetrek, moet deur die Raad aan die betrokke vakvereniging oorbetal word.

(d) Die Raad kan alle bedrae wat deur 'n werknemer aan die mediese Hulpfonds van die Bounwyerheid verskuldig is op die datum ingevolge paragraaf (b) deur die Raad bepaal, van die bedrag in sodanige werknemer se krediet in die Stabilisasiefonds aftrek: Met dien verstande dat sodanige aftrekking beperk moet wees tot daardie gedeelte van 'n eis waarvoor die werknemer ingevolge die reëls van die Mediese Hulpfonds aanspreeklik is.

(ii) works 19 hours or more but less than 36 hours for him in any week: Provided that where such employee, who has worked at least 19 hours in that week, is prevented from working 36 hours or more due to circumstances beyond his control such as inclement weather, shortage of materials or work, public holidays, illness supported by a doctor's certificate or is absent with the knowledge or consent of his employer, he shall, for the purposes of this clause, be deemed to have worked 36 hours in that week.

Where an employee has been employed by two or more employers in any one week, the contribution for that week shall be made by the employer by whom such employee was first employed during that week for not less than 19 hours.

(3) The allowances referred to in subclause (1) shall be payable for not more than 40 hours in any week irrespective of whether such time was worked at ordinary or overtime rates.

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

Class of employee	Contribution Per week
Employees for whom wages are prescribed in—	R
(i) clause 16 (1) (k)	4,40
(ii) clause 16 (1) (a), (d) (learners referred to in this clause, in the first year of learnership), (j), and drivers of other vehicles referred to in clause 16 (1) (i) ..	7,20
(iii) clause 16 (1) (b)	7,60
(iv) clause 16 (1) (c), learners referred to in clause 16 (1) (d) in the second year of learnership, apprentices referred to in clause 16 (1) (1) in the first year of learnership and drivers of vehicles between 3 and 6 metric tons referred to in clause 16 (1) (i)	8,00
(v) clause 16 (1) (i) (over 6 metric tons)	9,20
(vi) clause 16 (1) (d) (learners referred to in this clause, in the third year of learnership) and apprentices referred to in clause 16 (1) (1), in the second year of apprenticeship	10,00
(vii) clause 16 (1) (d) (learners referred to in this clause, in the fourth year of learnership) and apprentices referred to in clause 16 (1) (1), in the third year of apprenticeship	13,20
(viii) clause 16 (1) (e)	14,00
(ix) clause 16 (1) (f)	19,20
(x) clause 16 (1) (g) and (m)	21,60
(xi) clause 16 (1) (h)	23,60

(b) Where an employee has been employed by more than one employer during the same pay-week, the deduction for that pay-week shall be made by the employer by whom the employee was first employed during that pay-week for not less than 19 hours.

(5) (a) Of the contribution referred to in subclause (3) (a) (i), (ii) and (iii) an amount of R0,80 shall be credited to the employee and of the contribution referred to in subclause (3) (a) (iv) an amount of R1,60 shall be credited to the employee in a fund (hereinafter referred to as the "Stabilisation Fund").

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

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

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

(6) 'n Werkgewer moet op elke betaaldag aan elke werknemer van wie se loon 'n bydrae ingevolge subklousule (4) afgetrek is, een seël uitreik ter waarde van die aldus afgetrekte bedrag en op 'n duidelike leesbare wyse deur hom met sy naam en die datum van uitreiking roeier.

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

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

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

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

(8) Die seëls in subklousule (6) bedoel, moet deur die werkgewer van die Raad aangekoop word en hy moet te alle tye 'n toereikende reservevoorraad daarvan hê: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van alle ongebruikte seëls van die Raad verkry. Aansoek om sodanige terugbetaling moet gedoen word voor of op 30 Junie van die jaar wat volg op dié waarin die seëls uitgereik is.

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

(10) Die Raad moet geen bedrae ten opsigte van seëls wat ingevolge subklousule (6) van hierdie klousule aan werknemers uitgereik is, uitbetaal nie, tensy sodanige seëls in 'n bydraeboek geplak is wat van die Raad verkry is.

(11) Indien 'n werknemer sou nalaat of versuim om binne 'n tydperk van ses kalendermaande vanaf die datum waarop die vakansietydperk begin, die waarde van die seëls wat ingevolge subklousule (6) aan hom uitgereik is, te eis, verbeur hy die waarde daarvan en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling wat na genoemde tydperk van ses kalendermaande ingedien word, oorweeg, en kan (sonder wetlike aanspreeklikheid) te enige tyd magtiging verleen dat sodanige eise by voorlegging van sodanige seëls betaal word uit geld wat ingevolge hierdie subklousule aan die Raad toegeval het.

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

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

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

(c) seëls wat ingedien word voor die jaarlikse vakansietydperk, behoudens subklousule (13): Met dien verstande dat die Raad aan die Sekretaris magtiging kan verleen om, om 'n grondige rede deur die Raad bepaal, die bedrag aan 'n werknemer uit te betaal; en

(d) seëls uitgereik ingevolge subklousule (6) en wat by die Raad ingedien is, aan enigiemand anders behalwe die werknemer wie se naam deur die Raad ingeskryf is in die bydraeboek waarin dié seëls gehou word.

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

Ingeval—

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

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

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

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

(6) An employer shall on each pay-day issue to each employee from whose wage a contribution has been deducted in terms of subclause (4) one stamp legibly cancelled by him with his name and the date of issue, to the value of the amounts so deducted.

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

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

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

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

(8) The stamps referred to in subclause (6) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council for the value of any unused stamps. Application for such refund shall be made on or before 30 June in the year following that in which the stamps were issued.

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

(10) No payment shall be made by the Council in respect of any stamps issued to employees in terms of subclause (6) of this clause, unless such stamps are affixed in a contribution book obtained from the Council.

(11) If an employee should fail or omit to claim the value of the stamps issued to him in terms of subclause (6) within a period of six calendar months from the date of commencement of the holiday period, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period of six calendar months and may, without legal liability, authorise at any time the payment of such claims from moneys which have accrued to the Council in terms of this subclause, on production of such stamps.

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

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

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

(c) stamps tendered before the annual holiday period subject to the provisions of subclause (13): Provided that the Council may authorise the Secretary to make payment to any employee for any good reason determined by the Council; and

(d) stamps issued in terms of subclause (6) and lodged with the Council by any person other than the employee whose name has been recorded by the Council on the contribution book in which such stamps are contained.

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

In the event, however, of—

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

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

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

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

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

(15) Behoudens subklousule (13), is die bedrag waarmee 'n werknemer in die Vakansiefonds en die Stabilisasiefonds gekrediteer is, nie oordraagbaar nie, en 'n werknemer wat 'n bydraeboek wat deur die Raad uitgereik is en/of seëls uitgereik ingevolge subklousule (6) afstaan, oordra, seeder, verpand, verhipotekeer en/of uitleen, verbeur onmiddellik alle reg op die waarde van sodanige seëls wat dan aan die algemene fondse van die Raad toeval.

(16) Geen seëls mag op 'n ander manier aan 'n werknemer uitgereik word nie as ooreenkomstig hierdie klousule, en geen werknemer is geregtig op betaling uit die Vakansiefonds en die Stabilisasiefonds van 'n bedrag wat groter is as 49 weeklikse bydraes ten opsigte van 'n bepaalde jaar wat eindig op die laaste betaaldag in Oktober van daardie jaar nie.

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

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

(19) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee uit die geledere van die werkgewers en die werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging van albei kante, en sodanige komitee moet voortgaan om die Vakansiefonds en die Stabilisasiefonds te administreer. 'n Vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersvertenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Vakansiefonds en die Stabilisasiefonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees het al die bevoegdhede van die komitee vir sodanige doel. Ingeval daar by die vestyking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiefonds en die Stabilisasiefonds deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwieder word op die wyse uiteengesit in subklousule (20), en as die sake van die Raad by die vestyking van die Ooreenkoms alreeds gelikwieder en sy bates verdeel is, moet die saldo van die Vakansiefonds en die Stabilisasiefonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

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

29. PENSIOENFONDS

(1) (a) Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer ten behoeve van elke werknemer van ondergenoemde klasse en ten opsigte van elke betaalweek waarin so 'n werknemer 19 uur of langer gewerk het die bedrae hieronder gemeld tot die Pensioenfonds bydra:

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

(15) Subject to the provisions of subclause (13), the amount credited to an employee in the Holiday and Stabilisation Funds, shall not be transferable and any employee who assigns, transfers, cedes, pledges, hypothecates and/or lends any contribution book issued by the Council and/or any stamps issued in terms of subclause (6) shall forthwith cease to be entitled to the value of any such stamps, which shall be forfeited to the general funds of the Council.

(16) No stamps shall be issued to an employee otherwise than in accordance with this clause, and no employee shall be entitled to payment from the Holiday and Stabilisation Funds of any amount in excess of 49 weekly contributions in respect of any single year ending on the last pay-day in October of that year.

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

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

(19) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement remains binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides, and the Holiday and Stabilisation Funds shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Holiday and Stabilisation Funds impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence upon the expiration of this Agreement, the Holiday and Stabilisation Funds shall be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, in the manner set forth in subclause (20) and, if upon the expiration of the Agreement of affairs of the Council have already been wound up and its assets distributed, the balance of the Holiday and Stabilisation Funds shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

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

29. PENSION FUND

(1) (a) In addition to any other remuneration payable in terms of this Agreement, an employer shall contribute to the Pension Fund on behalf of each employee of the undermentioned classes in respect of each pay-week in which 19 or more hours have been worked by such employee the amounts specified hereunder:

<i>Klas werknemer</i>	<i>Bydrae Per week R</i>	<i>Class of employee</i>	<i>Contribution Per week R</i>
(i) Werknemers vir wie lone in klousule 16 (1) (a) en (j) voorgeskryf word, en drywers van ander voertuie in klousule 16 (1) (i) bedoel	10,80	(i) Employees for whom wages are prescribed in clause 16 (1) (a) and (j), and drivers of other vehicles referred to in clause 16 (1) (i).....	10,80
(ii) Werknemers vir wie lone in klousule 16 (1) (b) voorgeskryf word	11,20	(ii) Employees for whom wages are prescribed in clause 16 (1) (b)	11,20
(iii) Werknemers vir wie lone in klousule 16 (1) (c) voorgeskryf word, en drywers van voertuie van 3 tot 6 metrieke ton in klousule 16 (1) (i) bedoel.....	11,60	(iii) Employees for whom wages are prescribed in clause 16 (1) (c), and drivers of vehicles of 3 to 6 metric tons referred to in clause 16 (1) (i).....	11,60
(iv) Drywers van voertuie van meer as 6 metrieke ton in klousule 16 (1) (i) bedoel	14,00	(iv) Drivers of vehicles of over 6 metric tons referred to in clause 16 (1) (i).....	14,00
(v) Werknemers vir wie lone in klousule 16 (1) (e) voorgeskryf word	21,60	(v) Employees for whom wages are prescribed in clause 16 (1) (e)	21,60
(vi) Werknemers vir wie lone in klousule 16 (1) (f) voorgeskryf word.....	28,80	(vi) Employees for whom wages are prescribed in clause 16 (1) (f).....	28,80
(vii) Werknemers vir wie lone in klousule 16 (1) (g) en (m) voorgeskryf word	32,40	(vii) Employees for whom wages are prescribed in clause 16 (1) (g) and (m)	32,40
(viii) Werknemers vir wie lone in klousule 16 (1) (h) voorgeskryf word	36,00	(viii) Employees for whom wages are prescribed in clause 16 (1) (h)	36,00
(b) 'n Werkgewer moet geen bydrae ingevolge paragraaf (a) hierbo maak ten opsigte van 'n werknemer wat—		(b) No payment in terms of paragraph (a) above shall be made by an employer in respect of an employee who—	
(i) minder as 19 uur in 'n week vir hom werk nie;		(i) works less than 19 hours for him in any week;	
(ii) 19 uur of langer maar minders as 36 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 19 uur in daardie week gewerk het, verhinder word om 36 uur of langer te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, openbare vakansiedae, siekte gestaaf deur 'n mediese sertifikaat of wat afwesig is met die wete of toestemming van sy werkgever, hy vir die toepassing van hierdie klousule geag moet word 36 uur in daardie week te gewerk het.		(ii) works 19 hours or more but less than 36 hours for him in any week: Provided that where such employee, who has worked at least 19 hours in that week, is prevented from working 36 hours or more due to circumstances beyond his control such as inclement weather, shortage of materials or work, public holidays, illness supported by a doctor's certificate or is absent with the knowledge or consent of his employer, he shall, for the purposes of this clause, be deemed to have worked 36 hours in that week.	
Waar 'n werknemer deur twee of meer werkgevers gedurende 'n betaalweek in diens geneem was, moet die aftrekking vir daardie week geskied deur die werkgever by wie dié werknemer die eerste gedurende dié week minstens 19 uur in diens was.		Where an employee has been employed by two or more employers in any one week, the payment for that week shall be made by the employer by whom such employee was first employed during that week for not less than 19 hours.	
(2) (a) Die bydraes in subklousule (1) (a) voorgeskryf, moet elke week deur die werkgever aan die Raad betaal word en moet aangewend word vir 'n pensioen vir dié werknemers vir wie die bydraes gemaak word.		(2) (a) The contributions prescribed in subclause (1) (a) shall be paid to the Council each week by the employer and shall be applied for a pension for the employees for whom the contributions are made.	
(b) Vir die doel om die oogmerke van paragraaf (a) te implementeer, is die Raad daartoe geregtig om—		(b) For the purpose of implementing the objects of paragraph (a), the Council shall be entitled to—	
(i) 'n ooreenkoms of ooreenkomste aan te gaan of 'n bestaande ooreenkoms of ooreenkomste voort te sit met die Federated Life Assurance Company Limited vir die instelling van 'n bevestigende pensioen- of soortgelyke fonds of fondse, Kopieë van alle reëls wat betrekking het op sodanige skemas moet by die Direkteur-generaal van Mannekrag ingedien word by wie kopieë van alle veranderings of wysigings daarvan ook van tyd tot tyd ingedien moet word;		(i) enter into an agreement or agreements or to continue an existing agreement or agreements with the Federated Life Assurance Company Limited for the establishment of a satisfactory pension or like fund or funds. Copies of all rules relating to such schemes shall be lodged with the Director-General of Manpower, with whom copies of all alterations or amendments thereto shall also from time to time be lodged;	
(ii) skemas wat hy paslik ag in te stel met die doel om pensioen- of soortgelyke voordele te verskaf aan dié werknemers vir wie bydraes in subklousule (1) (a) voorgeskryf word.		(ii) establish such schemes as it may deem fit with the object of providing pension or like benefits for those employees for whom contributions are prescribed in subclause (1) (a).	
(3) 'n Werkgewer moet op elke betaaldag aan elke werknemer vir wie 'n bydrae ingevolge subklousule (1) gemaak is een seël uitreik ter waarde van die bedrag in subklousule (1) (a) voorgeskryf, en dié seël moet duidelik deur die werkgever met sy naam en die uitreikingsdatum gerojear word.		(3) An employer shall on each pay-day issue to each employee for whom a contribution has been made in terms of subclause (1), one stamp to the value of the amount prescribed in subclause (1) (a) which stamp shall be legibly cancelled by the employer with his name and date of issue.	
(4) (a) Die seël wat ooreenkomstig subklousule (3) aan elke werknemer uitgereik is, moet deur so 'n werknemer geplaak word in 'n bydraeboek wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.		(4) (a) The stamp issued to each employee in terms of subclause (3) shall be affixed by such employee in a contribution book to be obtained from the Secretary of the Council and retained by the employee.	
(b) Die werknemer moet om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word, en die werknemer moet dit invul deur sy volle naam en adres, beroep en sodanige ander besonderhede as wat die Raad vereis, in te skryf en dit met sy gewone handtekening te onderteken.		(b) Application for a contribution book shall be made by the employee on a form to be obtained from the Council and completed by the employee setting out the employee's full name and address, occupation, and such other particulars as the Council may require and bearing his usual signature.	
(c) Die Raad kan na goëddunke die seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van 'n ander fonds waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.		(c) The Council may in its discretion combine the stamps and contribution books referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.	
(5) Die werkgever moet die seëls wat in subklousule (3) bedoel word, van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan hê: Met dien verstande dat 'n werknemer terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry, daar moet binne ses maande na verstryking van die jaar waarin genoemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.		(5) The stamps referred to in subclause (3) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council of the value of any unused stamps. Application for such refund shall be made not later than six months after the expiration of the year during which the said stamps were issued.	

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

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

(8) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms van krag is, kan die Registraar 'n trustee of trustees aanstel om die funksies van die Raad ten opsigte van hierdie klousule uit te voer, en die trustees wat aldus aangestel is, beskik oor al die bevoegdhede van die Raad by die toepassing van hierdie klousule.

30. AFTREKKING VIR SIEKTEBYSTANDSFONDS VIR VAKVERENIGINGS

(1) Elke werkgewer moet, op skriftelike versoek van 'n werknemer in sy diens wat 'n lid is van enigeen van die vakverenigings wat 'n party by die Ooreenkoms is en vir wie lone in klousule 16 (1) (f), (g), (h) en (m) voorgeskryf word 'n bedrag van R1,00 per week van die loon van elke sodanige werknemer aftrek vir die doel van 'n siektebystandsfonds.

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

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

(4) 'n Werkgewer moet geen bydrae ingevolge subklousule (1) maak ten opsigte van 'n werknemer wat—

(i) minder as 19 uur in 'n week vir hom werk nie;

(ii) 19 uur of langer maar minder as 36 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 19 uur in daardie week gewerk het, verhinder word om 36 uur of langer te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, openbare vakansiedae, siekte gestaaf deur 'n mediese sertifikaat of wat afwesig is met die wete of toestemming van sy werkgewer, hy vir die toepassing van hierdie klousule geag moet word 36 uur in daardie week te gewerk het.

(5) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers werk, moet die aftrekking en bydrae ingevolge subklousule (1) gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens 19 uur in diens was.

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

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

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

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

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

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

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

(8) In the event of dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Registrar may appoint a trustee or trustees to perform the functions of the Council in respect of this clause and the trustees so appointed shall have all the powers vested in the Council for the purposes of this clause.

30. TRADE UNION SICK BENEFIT FUND DEDUCTIONS

(1) Every employer shall at the written request of an employee in his employment who is a member of any of the trade unions which are parties to the Agreement and for whom wages are prescribed in clause 16 (1) (f), (g), (h) and (m) deduct from the wages of each such employee an amount of R1 per week for the purpose of a sick benefit fund.

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

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

(4) No payment in terms of subclause (1) shall be made by an employer in respect of an employee who—

(i) works less than 19 hours for him in any week;

(ii) works 19 hours or more but less than 36 hours for him in any week: Provided that where such employee who has worked at least 19 hours in that week is prevented from working 36 hours or more due to circumstances beyond his control such as inclement weather, shortage of materials or work, public holidays, illness supported by a doctor's certificate or is absent with the knowledge or consent of his employer, he shall, for the purposes of this clause, be deemed to have worked 36 hours in that week.

(5) Where an employee is employed by two or more employers during the same week, the deduction and contribution in terms of subclause (1) shall be made by the employer by whom he was first employed during that week for not less than 19 hours.

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

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

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

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

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

31. SIEKEFONDS VIR DIE BOUNYWERHEID

(1) Die "Siekefonds vir die Bounywerheid" (hierna die "Fonds" genoem), ingestel vir die gebied Kaapse Skiereiland ingevolge Goewermentskenningsgewing R. 2279 van 28 Oktober 1981, word hierby voortgesit in die gebied Boland.

(2) *Bydraes.*—(a) Elke werkgever moet ten opsigte van elke werknemer vir wie lone in—

(i) klousule 16 (1) (a), (b), (c), (d), (e), (i), (j), (k) en (l) van hierdie Ooreenkoms voorgeskryf word 80c per week bydra tot die Siekefonds vir die Bounywerheid;

(ii) klousule 16 (1) (f), (g), (h) en (m) van hierdie Ooreenkoms voorgeskryf word R3,20 per week bydra tot die Siekefonds vir die Bounywerheid.

(b) 'n Werkgever moet geen bydrae ingevolge paragraaf (a) hierbo maak ten opsigte van 'n werknemer wat—

(i) minder as 19 uur in 'n week vir hom werk nie;

(ii) 19 uur of langer maar minder as 36 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 19 uur in daardie week gewerk het, verhinder word om 36 uur of langer te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, openbare vakansiedae, siekte gestaaf deur 'n mediese sertifikaat of wat afwesig is met die wete of toestemming van sy werkgever, hy vir die toepassing van hierdie klousule geag moet word 36 uur in daardie week te gewerk het.

(c) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgevers in diens was, moet die bydrae vir daardie week gedoen word deur die werkgever by wie sodanige werknemer die eerste gedurende daardie week minstens 19 uur gewone tyd in diens was.

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

(a) om lede van die Fonds te vergoed vir verlies aan verdienste van weë werkloosheid as gevolg van siekte of 'n ongeluk;

(b) om gratifikasies vir lede te oorweeg in die geval van permanente ongeskiktheid;

(c) om alles te doen wat nodig is vir, gepaard gaan met of bevorderlik is vir die welsyn van die lede en ter bereiking van genoemde doelstellings.

(4) *Uitbetaling uit die Fonds.*—(a) 'n Werknemer wat weens siekte of 'n ongeluk, gestaaf deur 'n sertifikaat wat deur 'n mediese praktisyn uitgereik is, nie in staat is om sy werk voort te sit nie en wat ingevolge hierdie subklousule vir bystand in aanmerking kom, is geregtig op siektebesoldiging gelyk aan die persentasie, soos hieronder aangedui, van die minimum basiese loon soos voorgeskryf in klousule 16 (1) vir elke werkdag, uitgesonderd openbare vakansiedae, wat 'n lid in 'n siklus van 365 kalenderdae afwesig is:

Werkdae afwesig	Klas werknemer	Persentasie van basiese loon
	Werknemers vir wie lone voorgeskryf word in—	
1ste tot 10de	Klousule 16(1)(a) tot (m)	60
11de tot 130ste ...	Klousule 16 (1) (a) tot (e), (i), (j), (k) en (l)	50
11de tot 25ste	Klousule 16 (1) (f), (g), (h) en (m)	50
26ste tot 130ste ...	Klousule 16 (1) (f), (g), (h) en (m)	33

(b) Ondanks paragraaf (a) is werknemers nie op bystand geregtig voor—dat hulle 26 agtereenvolgende weke tot die Fonds bygedra het nie: Met dien verstande dat bydraes wat onderbreek word deur 'n tydperk van werkloosheid of 'n wisseling van werkgever binne die Nywerheid as aaneenlopende bydraes moet tel. Geen bystand is betaalbaar ten opsigte van afwesigheid van meer as 130 werkdag in 'n siklus van 365 kalenderdae: Met dien verstande dat sodanige siklus 'n aanvang neem op die dag wat die lid die eerste keer geregtig is op siektebesoldiging teen 60 persent van die basiese loon.

(c) Die Raad kan te eniger tyd as 'n werknemer geskik bevind word om sy diens te hervat of permanent ongeskik bevind word om sy werk voort te sit, die siektebesoldiging aan sodanige werknemer beëindig. Sodanige werknemer is dan vanaf 'n datum wat die Raad bepaal nie langer op siektebesoldiging geregtig nie en hy moet deur die Sekretaris skriftelik van dié datum in kennis gestel word.

31. SICK PAY FUND FOR THE BUILDING INDUSTRY

(1) The Sick Pay Fund for the Building Industry (hereinafter referred to as the "Fund"), established in terms of Government Notice R. 2279 of 28 October 1981 in respect of the Cape Peninsula area, is hereby continued in the Boland area.

(2) *Contributions.*—(a) Every employer shall, in respect of every employee for whom wages are prescribed in—

(i) clause 16 (1) (a), (b), (c), (d), (e), (i), (j), (k) and (l) of this Agreement, contribute 80c per week to the Sick Pay Fund for the Building Industry;

(ii) clause 16 (1) (f), (g), (h) and (m) of this Agreement, contribute R3.20 per week to the Sick Pay Fund for the Building Industry.

(b) No payment in terms of paragraph (a) above shall be made by an employer in respect of an employee who—

(i) works less than 19 hours for him in any week;

(ii) works 19 hours or more but less than 36 hours for him in any week: Provided that where such employee, who has worked at least 19 hours in that week is prevented from working 36 hours or more due to circumstances beyond his control such as inclement weather, shortage of materials or work, public holidays, illness supported by a doctor's certificate or is absent with the knowledge or consent of his employer, he shall, for the purposes of this clause, be deemed to have worked 36 hours in that week.

(c) Where an employee has been employed by two or more employers during any one week, the contribution for that week shall be made by the employer by whom such employee was first employed during that week for not less than 19 hours ordinary time.

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

(a) to recompense members of the Fund for loss of earnings arising out of unemployment caused by sickness or accident;

(b) to consider gratuities for members in case of permanent disability;

(c) to do all such things that are necessary, incidental or conducive to the welfare of members and to the attainment of the aforesaid objects.

(4) *Payments from the Fund.*—(a) An employee who by reason of sickness or accident, confirmed by production of a medical certificate issued by a medical practitioner, is unable to follow his employment and who qualifies for benefits in terms of this subclause, shall be entitled to sick pay equal to the percentage specified hereunder of the minimum basic wage prescribed in clause 16 (1) for every work-day, but excluding public holidays, on which the member is absent in a cycle of 365 calendar days:

Work-days absent	Class of employee	Percentage of basic wage
	Employees for whom wages are prescribed in—	
1st to 10th	Clause 16 (1) (a) to (m)	60
11th to 130th	Clause 16 (1) (a) to (e), (i), (j), (k) and (l)	50
11th to 25th	Clause 16 (1), (f), (g), (h), and (m)	50
26th to 130th	Clause 16 (1), (f), (g), (h) and (m)	33

(b) Notwithstanding the provisions of paragraph (a), employees shall not be entitled to benefits until 26 consecutive weeks' contributions have been made to the Fund: Provided that contributions interrupted by a period of unemployment or a change of employer within the Industry shall count as consecutive contributions. No benefit shall be payable in respect of absence exceeding 130 work-days in a cycle of 365 calendar days, such cycle to commence on the day the member is first entitled to sick pay at 60 per cent of the basic wage.

(c) The Council may at any time when an employee is found to be fit to resume his employment or permanently disabled from following his employment, terminate the sick pay to such employee. Such employee shall cease to be entitled to sick pay from a date to be fixed by the Council and shall be advised of such date of writing by the Secretary.

(d) 'n Werknemer wat ingevolge hierdie klousule siektebesoldiging ontvang, moet gedurende die jaarlikse vakansietydperk ingevolge hierdie of 'n vervangende ooreenkoms voorgeskryf die siektebesoldiging teen die voorgeskrewe tarief bly ontvang, mits sy vakansiebesoldiging weens siekte of 'n ongeluk minder is as die helfte van die vakansiebesoldiging wat hy sou ontvang het indien hy die volle jaar gewerk het.

(e) Ondanks andersluidende bepalings in hierdie klousule, is 'n werknemer nie op siektebesoldiging geregtig nie—

(i) as hy van sy werk afwesig is vanweë 'n ongeluk waarvoor hy ingevolge die Ongevalwet, 1941, vergoed word;

(ii) as hy aan alkoholisme, dwelmverslawing of die gevolge daarvan ly of as hy ongeskik raak weens siekte wat aan sy eie nalatigheid of wangedrag te wyte is;

(iii) as hy nalaat of weier om die opdragte van 'n dokter uit te voer of as hy na die dokter se mening deur sy eie optrede sy toestand vererger of sy herstel vertraag het;

(iv) as hy opsetlik of toevallig 'n besering opdoen waarvoor 'n derde party vergoeding moet betaal of dit wel betaal;

(v) terwyl hy spesiale behandeling ondergaan wat deur iemand anders as 'n geregistreerde mediese praktisyn aanbeveel word;

(vi) vir beserings wat deur 'n militêre of geïsurpeerde mag toegedien is, of daar 'n oorlogsverklaring was of nie, of as gevolg van oproer of burgerlike onluste, of as hy in 'n geveg betrokke was;

(vii) weens swangerskap of 'n bevalling.

(f) Die Fonds moet die bydraes tot die Vakansie- en die Pensioenfonds in hierdie Ooreenkoms voorgeskryf, ten behoeve van so 'n werknemer uit sy algemene fondse bly uitbetaal.

(g) Geen uitbetaling mag ingevolge hierdie klousule geskied nie as die aansoeker versuim om tersaaklike inligting wat die Raad nodig ag aan die Raad te verskaf.

(h) Indien die bedrag in die Fonds se krediet te eniger tyd tot onder R100 000 daal, moet uitbetaling gestaak word en nie hervat word voordat die bedrag in die Fonds se krediet meer as R150 000 is nie.

(i) Die bystand wat ingevolge hierdie klousule aan werknemers toegestaan word, moet berus op die inligting wat deur die aansoeker verskaf word. Die aansoeker moet aanspreeklik gehou word vir die volle bedrag van die bystand wat as gevolg van valse inligting uitbetaal is, en die Fonds is daarop geregtig om alle bedrae wat aldus uitbetaal is, te verhaal.

(j) Bystand wat ingevolge hierdie klousule toegeken of toegestaan word, moet geskied op voorwaarde dat die lid die Fonds onverwyld in kennis stel van alle veranderinge in die omstandighede wat in die oorspronklike aansoek uiteengesit was ten einde te verseker dat die bedrag van die bystand behoorlik hersien of betyds ingetrek kan word, na gelang van die geval. Die Fonds word gemagtig om bystand te verhaal wat onbewus van veranderinge in die aansoeker se geldelike omstandighede of werkvermoë uitbetaal is.

(5) *Administrasie van die Fonds.*—(a) Die Fonds moet deur die Raad geadminestreer word.

(b) (i) Die Fonds moet geadminestreer word ooreenkomstig die reëls wat vir dié doel deur die Raad voorgeskryf word.

(ii) Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of herroep. Kopieë van die bestaande reëls en besonderhede omtrent alle wysigings daarvan moet aan die Direkteur-generaal van Mannekrag voorgelê word.

(c) Die Raad kan sekere of alle bystand weier aan en/of weerhou van 'n lid wat na sy mening opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds of sy lede te benadeel of dit na alle waarskynlikheid kan benadeel: Met dien verstande dat aan so 'n lid die geleentheid gegee moet word om te appelleer teen die besluit van die Raad, wie se beslissing altyd finaal is.

(d) Die lede en Sekretaris van die Raad, die beamptes en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste deur hulle aangegaan by of in verband met die *bona fide*-uitvoering van hul pligte.

(e) Al die geld wat aan die Fonds toeval, moet binne drie dae ná ontvangs daarvan op rekening van die Fonds in 'n bank inbetaal word.

(f) Die geld van die Fonds moet aangewend word vir die uitbetaling van bystand soos in hierdie klousule en die reëls voorgeskryf en vir die betaling van alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word.

(d) An employee who is receiving sick pay in terms of this clause shall during the annual holiday period prescribed in terms of this Agreement or any superseding agreement, continue to receive sick pay at the prescribed rate, provided his holiday pay due to illness or accident is less than half the holiday pay he would have received had he worked the full year.

(e) Notwithstanding anything to the contrary contained in this clause, an employee shall not be entitled to sick pay—

(i) if he is absent from work due to an accident which is compensable under the Workmen's Compensation Act, 1941;

(ii) if he is suffering from alcoholism, drug addiction or its sequelae or is incapacitated through sickness due to his own negligence or misconduct;

(iii) if he fails or declines to observe the instructions of a doctor or if, in the opinion of a doctor, he has by his own actions aggravated his condition or retarded his recovery;

(iv) if he suffers injury, whether wilful or accidental, for which a third party is liable to pay or does pay compensation;

(v) whilst undergoing special treatments, recommended by persons other than registered medical practitioners;

(vi) for injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting;

(vii) due to pregnancy or confinement.

(f) The Fund shall from its general funds continue to pay, on behalf of such employee, the contributions to the Holiday Fund and Pension Fund prescribed in this Agreement.

(g) No payment shall be made under this clause if the applicant fails to supply the Council with any relevant information which the Council may require.

(h) If at any time the amount to the credit of the Fund drops below R100 000, payment shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R150 000.

(i) Benefits granted to employees in terms of this clause shall be based on the information supplied by the applicant. The applicant shall be held liable for the total amount of any benefits paid in consequence of false information having been furnished, and the Fund shall be entitled to recover any amount so paid.

(j) Benefits awarded or granted in terms of this clause shall be conditional upon the member advising the Fund forthwith of any changes in the circumstances detailed in the original application form in order to ensure that the amount of the benefit can be properly reviewed or timeously withdrawn, as the case may be. The Fund shall be empowered to recover benefits paid in ignorance of any change in the financial circumstances or working ability of the applicant.

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

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

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

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

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

(e) All moneys accruing to the Fund shall be deposited in a bank to the credit of the Fund within three days after receipt thereof.

(f) The moneys of the Fund shall be applied to the payment of benefits as prescribed in this clause and the rules and to payment of any expenditure incurred in connection with the administration of the Fund.

(g) Die Fonds se geld kan van tyd tot tyd belê word in Staatseffekte, Nasionale Spaarsertifikate, Poskantoorpaarrekeninge of -sertifikate of op vaste deposito of as onmiddellik opeisbaar by banke of by geregisteerde bougenootskappe, of op 'n ander wyse deur die Registrateur goedgekeur, en die rente op sulke beleggings moet aan die Fonds toeval en kan gebruik word vir die bestryding van die Fonds se uitgawes.

(h) Alle uitbetalings uit die Fonds moet geskied per tjek wat onderteken moet word deur dié Raadslede wat die Raad van tyd tot tyd benoem of deur die Sekretaris of personeel van die Raad wat ondertekeningbevoegdheid vir die Raad se bankrekening besit.

(6) *Ouditering van die Fonds.*—(a) Die Raad moet 'n openbare rekenmeester of openbare rekenmeesters aanstel wat die Fonds se rekeninge minstens een maal per jaar moet ouditeer en voor of op 15 Maart van elke jaar 'n staat moet voorlê wat die volgende toon:

(i) Al die geld wat ingevolge hierdie klousule ontvang is;

(ii) uitgawes onder alle hoofde aangegaan gedurende die voorafgaande 12 maande wat op 31 Desember geëindig het, tesame met 'n balansstaat wat die bate en laste van die Fonds op dié datum toon.

(b) Die geouditeerde staat en die balansstaat van die Fonds moet daarna vir insae op die Raad se kantoor lê en afskrifte daarvan, behoorlik deur die ouditeur gewaarmerk en deur die Voorsitter van die Raad medeonderteken, tesame met die verslag van die ouditeur daaroor, moet binne drie maande ná die afsluiting van die tydperk wat deur dié staat en balansstaat gedek word aan die Direkteur-generaal van Mannekrag voorgeleë word.

(7) Klousule 31 (7) en (8) van die Raad se Ooreenkoms vir die Kaapse Skiereiland, gepubliseer by Goewermenskennisgewing R. 849 van 19 April 1985, of 'n daaropvolgende ooreenkoms vir die Kaapse Skiereiland, is *mutatis mutandis* van toepassing op die werkgewers en die werknemers.

32. LEDEGELD VIR VAKVERENIGINGS

(1) Elke werkgewer moet 'n bedrag van R1,00 as ledegeld wat aan die vakverenigings betaalbaar is, aftrek van die besoldiging wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van enige van die vakverenigings en vir wie lone in klousule 16 (1) (f), (g), (h) en (m) voorgeskryf word: Met dien verstande dat 'n werkgewer geen bydrae ingevolge hierdie subklousule moet maak ten opsigte van 'n werknemer wat—

(i) minder as 19 uur in 'n week vir hom werk nie;

(ii) 19 uur of langer maar minder as 36 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 19 uur in daardie week gewerk het, verhinder word om 36 uur of langer te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, openbare vakansiedae, siekte gestaaf deur 'n mediese sertifikaat of wat afwesig is met die wete of toestemming van sy werkgewer, hy vir die toepassing van hierdie klousule geag moet word 36 uur in daardie week te gewerk het.

Waar 'n werknemer in 'n bepaalde week by twee of meer werkgewers in diens was, moet die betaling ten opsigte van daardie week gedoen word deur die werkgewer by wie sodanige werknemer die eerste gedurende daardie week minstens 19 uur gewerk het.

(2) Die werkgewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (1) afgetrek het, op elke betaaldag aan elkeen van die betrokke werknemers een seël ter waarde van R1,00 uitreik wat hy op 'n leesbare wyse met sy naam en die datum van uitreiking moet roeier.

(3) Die werkgewer moet die seëls wat in subklousule (2) bedoel word, van die Raad aankoop en moet 'n toereikende voorraad daarvan te alle tye in stand hou: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry.

(4) Die seëls wat ingevolge subklousule (2) aan elke werknemer uitge-reik word, moet deur sodanige werknemer in 'n bydraeboek geplaak word wat deur die werknemer bewaar moet word.

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

(6) Die Raad moet alle geld ingevorder ten opsigte van seëls wat werkgewers ingevolge subklousule (3) aangekoop het, elke maand aan die vakverenigings betaal na aftrekking van invorderingskoste van 2½ persent op die bruto verkope van seëls, en hierdie bedrag val aan die algemene fondse van die Raad toe: Met dien verstande dat alle terugbetalings aan werkgewers ten opsigte van die waarde van ongebruikte seëls afgetrek moet word van die bedrae wat aldus aan die vakverenigings betaal word.

(g) Any moneys belonging to the Fund may be invested from time to time in Government Securities, National Savings Certificates, Post Office Savings Accounts or Certificates, or on fixed deposit or on call with banks, or registered building societies or in any other manner approved by the Registrar, and any interest accruing from such investments shall accrue to the Fund and may be used for the purpose of meeting the expenses of the Fund.

(h) All payments from the Fund shall be made by cheque, signed by such members of the Council as the Council may from time to time decide or by the Secretary or staff of the Council who have signing powers on the banking accounts of the Council.

(6) *Audit of the Fund.*—(a) A public accountant or public accountants shall be appointed by the Council and shall audit the account of the Fund at least once annually and not later than 15 March in each year present a statement showing—

(i) all moneys received in terms of the provisions of this clause;

(ii) expenditure incurred under all headings, during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

(b) The audited statement and balance sheet of the Fund shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditor, and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be lodged with the Director-General of Manpower within three months of the close of the period covered by such statement and balance sheet.

(7) The provisions of clause 31 (7) and (8) of the Council's Agreement for the Cape Peninsula published under Government Notice R. 849 of 19 April 1985 or any succeeding agreement for the Cape Peninsula, shall *mutatis mutandis* apply to the employers and the employees.

32. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct an amount of R1,00 for trade union subscriptions payable from the remuneration due every week to each of his employees who is a member of any of the trade unions and for whom wages are prescribed in clause 16 (1) (f), (g), (h) and (m): Provided that no payment in terms of this subclause shall be made by an employer in respect of an employee who—

(i) works less than 19 hours for him in any week;

(ii) works 19 hours or more but less than 36 hours for him in any week: Provided that where such employee, who has worked at least 19 hours in that week, is prevented from working 36 working hours or more due to circumstances beyond his control, such as inclement weather, shortage of materials or work, public holidays, illness supported by a doctor's certificate or is absent with the knowledge or consent of his employer, he shall, for the purposes of this clause, be deemed to have worked 36 hours in that week.

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 19 hours.

(2) The employer shall in respect of the amounts deducted by him in terms of subclause (1) issue on each pay-day to each of the employees concerned one stamp to the value of R1 which stamp shall be legibly cancelled by him with his name and the date of issue.

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

(4) The stamps issued to each employee in terms of subclause (2) shall be affixed by such employee in a contribution book which is to be retained by the employee.

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

(6) The Council shall each month pay over to the trade unions all moneys collected in respect of stamps purchased by employers in terms of subclause (3), less a collection fee of 2½ per cent on gross stamp sales, which amount shall accrue to the general funds of the Council: Provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments made to the trade unions.

33. SPESIALE LIDMAATSKAPHEFFING—WERKGEWERS

(1) Elke werkgewer wat lid is van die Master Builders' and Allied Trades Association (West Cape) moet ten opsigte van elke werknemer wat by hom in diens is en vir wie daar lone in hierdie Ooreenkoms voorgeskryf word 'n bedrag van 30c per week aan die Raad betaal.

(2) 'n Werkgewer moet geen bydrae ingevolge subklousule (1) maak ten opsigte van 'n werknemer wat—

(i) minder as 19 uur in 'n week vir hom werk nie;

(ii) 19 uur of langer maar minder as 36 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 19 uur in daardie week gewerk het, verhinder word om 36 uur of langer te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, openbare vakansiedae, siekte gestaaf deur 'n mediese sertifikaat of wat afwesig is met die wete of toestemming van sy werkgewer, hy vir die toepassing van hierdie klousule geag moet word 36 uur in daardie week te gewerk het.

(3) Indien 'n werknemer gedurende 'n bepaalde week vir twee of meer lede van die Master Builders' and Allied Trades Association (West Cape) gewerk het, moet die werkgewer by wie hy eerste gedurende daardie week minstens 19 uur in diens was, die bedrag in subklousule (1) bedoel, betaal.

(4) Bedrae wat ingevolge hierdie klousule betaalbaar is, moet voor die sewende dag van elke maand wat volg op dié ten opsigte waarvan die bedrae betaal word, deur die werkgewer aan die Sekretaris van die Raad aangestuur word, tesame met 'n staat in dié vorm wat die Raad voorskryf en wat die getal werknemers aantoon ten opsigte van wie bedrae betaal word, en wat sertifiseer dat die bedrag wat betaal word in ooreenstemming met hierdie klousule is.

(5) Die Raad moet binne een maand wat volg op die maand van invordering, die totale bedrag aan bydraes ontvang ingevolge hierdie klousule, min invorderingskoste van 2½ persent, wat aan die algemene fondse van die Raad toeval, aan die Master Builders' and Allied Trades Association (West Cape) stuur.

34. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat in die lewe geroep is deur die Federasie van Bounywerhede (Suid-Afrika)], hierna die "Nasionale Fonds" genoem, verleen hy hierby magtiging om bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Nasionale Fonds uiteengesit is.

(2) Elke werkgewer moet 'n bedrag van 15c per week tot die Nasionale Fonds bydra ten opsigte van elke werknemer wat by hom in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat 'n werkgewer geen bydrae ingevolge hierdie subklousule moet maak ten opsigte van 'n werknemer wat—

(i) minder as 19 uur in 'n week vir hom werk nie;

(ii) 19 uur of langer maar minder as 36 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 19 uur in daardie week gewerk het, verhinder word om 36 uur of langer te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, openbare vakansiedae, siekte gestaaf deur 'n mediese sertifikaat of wat afwesig is met die wete of toestemming van sy werkgewer, hy vir die toepassing van hierdie klousule geag moet word 36 uur in daardie week te gewerk het.

Waar 'n werknemer in 'n bepaalde week by twee of meer werkgewers in diens was, moet die aftrekking ten opsigte van daardie week gedoen word deur die werkgewer by wie sodanige werknemer die eerste gedurende daardie week minstens 19 uur in diens was.

(3) Die prosedure voorgeskryf in klousule 27 van hierdie Ooreenkoms met betrekking tot die wyse waarop bedrae aan die Raad betaal moet word, is *mutatis mutandis* van toepassing op die betaling van bydraes ooreenkomstig hierdie klousule.

(4) Die Raad moet binne een maand wat volg op die maand van invordering, die totale bedrag van die bydraes wat hy ingevolge subklousule (2) hiervan ingevorder het, min invorderingskoste van een persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds betaal.

(5) Kopieë van die konstitusie en die geouditeerde jaarrekenings 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.

33. SPECIAL MEMBERSHIP LEVY—EMPLOYERS

(1) Every employer who is a member of the Master Builders' and Allied Trades Association (West Cape) shall pay to the Council an amount of 30c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement.

(2) No payment in terms of subclause (1) shall be made by an employer in respect of an employee who—

(i) works less than 19 hours for him in any week;

(ii) works 19 hours or more but less than 36 hours for him in any week: Provided that where such employee, who has worked at least 19 hours in that week, is prevented from working 36 hours or more due to circumstances beyond his control, such as inclement weather, shortage of materials or work, public holidays, illness supported by a doctor's certificate or is absent with the knowledge or consent of his employer, he shall, for the purposes of this clause, be deemed to have worked 36 hours in that week.

(3) Where an employee has worked for two or more members of the Master Builders' and Allied Trades Association (West Cape) during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for 19 hours or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary of the Council before the seventh day of each month following that in respect of which the payments are made together with a statement in such form as the Council may prescribe indicating the number of employees in respect of whom payment is made and certifying that the amount paid is in accordance with the provisions of this clause.

(5) The Council shall within one month following the month of collection forward to the Master Builders' and Allied Trades Association (West Cape) the total amount of contributions received in terms of this clause, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

34. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (South Africa)], hereinafter referred to as the "National Fund", hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall contribute to the National Fund an amount of 15c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement: Provided that no payment in terms of this subclause shall be made by an employer in respect of an employee who—

(i) works less than 19 hours for him in any week;

(ii) works 19 hours or more but less than 36 hours for him in any week: Provided that where such employee, who has worked at least 19 hours in that week, is prevented from working 36 hours or more due to circumstances beyond his control, such as inclement weather, shortage of materials or work, public holidays, illness supported by a doctor's certificate or is absent with the knowledge or consent of his employer, he shall, for the purposes of this clause, be deemed to have worked 36 hours in that week.

Where an employee has been employed by two or more employers in any one week, the payment for that week shall be made by the employer by whom such employee was first employed during that week for not less than 19 hours.

(3) The procedure prescribed in clause 27 of this Agreement relative to the manner in which payments shall be made to the Council shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

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

(5) Copies of the constitution and of the audited annual accounts and balance sheets of the National Fund for each financial year shall be lodged with the Council and with the 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.

35. OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die instelling van die Opleidingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (South Africa)] (hierna die "Opleidingsfonds" genoem), magtig hy hierby, vir die doel om uitvoering te gee aan die doelstellings van die Opleidingskema vir die Bounywerheid uiteengesit in klousule 4 van die Skema kragtens die Wet op Mannekragopleiding, 1981, gepubliseer by Goewermentskennisgewing R. 1948 van 11 September 1987, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgever moet die bedrag wat hy ingevolge klousule 7 (3) van Goewermentskennisgewing R. 1948 van 11 September 1987 of enige Goewermentskennisgewing wat voorsiening maak vir die voortsetting of vervanging van die Opleidingsfonds tot die Opleidingsfonds van die Bounywerheid moet bydra, aan die Sekretaris van die Raad betaal. Die bedrae ingevorder ingevolge hierdie subklousule moet van tyd tot tyd aan die Building Industries Federation (South Africa) oorbetaal word.

36. AGENTE

(1) Die Raad kan een of meer persone as 'n agent of agente aanstel om behulpzaam te wees met die uitvoering van hierdie Ooreenkoms.

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

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

(b) om 'n werkgever of 'n werknemer na goeddunke in die teenwoordigheid van ander of alleen te ondervra oor aangeleenthede wat op hierdie Ooreenkoms betrekking het;

(c) om te eis dat die boeke, tydstate, registers of dokumente wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, getoon moet word en om dit te inspekteer, te ondersoek of 'n afskrif daarvan te maak.

(3) Wanneer 'n agent die bevoegdhede uitoefen wat in subklousule (2) aan hom verleen word, kan hy 'n tolk met hom saamneem.

(4) Elke werkgever of werkgewersorganisasie of vakvereniging wat 'n party by die Raad is en alle persone wat lede van sodanige werkgewersorganisasie of vakvereniging is, moet die agent alle fasiliteite verleen om hom in staat te stel om die bevoegdhede uit te oefen wat in subklousules (2) en (3) aan hom verleen word.

37. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen: Met dien verstande dat vrystelling van enigeen van die bepalinge van klousule 22 nie verleen mag word nie tensy die skriftelike goedkeuring van die Departement van Mannekrag vooraf verkry is.

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

(3) 'n Vrystellingstifikaat, onderteken deur die Voorsitter of die Sekretaris van die Raad, moet uitgereik word aan elke werkgever of werknemer aan wie vrystelling verleen word.

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

38. ADMINISTRASIE VAN OOREENKOMS

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

39. PROSEDURE TER BESLEGTING VAN GESKILLE

(1) Alle geskille, griewe en voorgestelde wysigings betreffende diens in die Nywerheid kan aan die Raad vir ondersoek voorgelê word.

(2) Die Raad kan in verband met 'n saak wat voortspruit uit 'n geskil of 'n dooie punt in die Raad oorweeg of hy by die Minister van Mannekrag aansoek moet doen om die aanstelling van 'n bemiddelaar. Indien die geskil ná bespreking op drie agtereenvolgende Raadsvergaderings (waarvan hoogstens twee op dieselfde dag gehou mag word) nie as gevolg van die bemiddelling besleg word nie, of indien daar nie 'n bemiddelaar aangestel word nie, moet die Raad besluit of die geskil aan een of meer arbiters of aan die Nywerheidshof vir 'n beslissing ooreenkomstig die Wet voorgelê moet word.

(3) Gedurende die tyd dat die geskil onder oorweging is, moet die heersende praktyk in die betrokke bedryfsinrigting onmiddellik voor dié geskil voortgesit word totdat dié geskil besleg is.

35. BUILDING INDUSTRY TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industry Training Fund [inaugurated by the Building Industries Federation (South Africa)] (hereinafter referred to as the "Training Fund"), hereby authorises, for the purpose of implementing the objects of the Building Industry Training Scheme set forth in clause 4 of the Scheme in terms of the Manpower Training Act, 1981, published under Government Notice R. 1948 of 11 September 1987, the collection of contributions in accordance with the procedure stated hereunder.

(2) Every employer shall pay to the Secretary of the Council the amount which he is required to contribute to the Building Industry Training Fund in terms of clause 7 (3) of Government Notice R. 1948 of 11 September 1987 or any Government Notice which provides for the continuation or substitution of the Training Fund. The amounts collected in terms of this subclause shall from time to time be paid over to the Building Industries Federation (South Africa).

36. AGENTS

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

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

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

(b) to question, in the presence of or apart from others, as he deems fit, any employer or employee, regarding matters relating to this Agreement;

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

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

(4) Every employer who, or employers' organisation or trade union which is a party to the Council and all persons who are members of such employers' organisation or trade union shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclauses (2) and (3).

37. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason: Provided that exemption from any of the provisions of clause 22 shall not be granted unless prior approval of the Department of Manpower has been obtained in writing.

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

(3) A certificate of exemption under the signature of the Chairman or Secretary of the Council shall be issued to every employer or employee exempted.

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

38. ADMINISTRATION OF AGREEMENT

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

39. PROCEDURE FOR SETTLING DISPUTES

(1) All disputes, grievances and proposed alterations regarding employment in the Industry may be submitted to the Council for investigation.

(2) The Council may, in connection with a matter arising out of a dispute or a deadlock on the Council, consider whether it will apply to the Minister of Manpower for the appointment of a mediator. Should the settlement of a dispute not be effected as a result of mediation, or if no mediator is appointed, after discussion at three consecutive meetings of the Council (not more than two of which shall be held on one day), the Council shall decide whether the dispute shall be submitted to one or more arbitrators or the Industrial Court for determination in terms of the Act.

(3) During the time a dispute is under consideration, the practice prevailing in the establishment concerned immediately prior to such dispute shall continue until such dispute is settled.

40. ALGEMEEN

Niks wat in hierdie Ooreenkoms vervat is, moet so uitgelê word dat dit 'n werkgewer of 'n werknemer onthef van die bepalings van 'n ander wetsbepaling of proklamasies, of verordeninge of regulasies wat daarkrag-tens opgestel is nie.

Namens al die partye by die Raad op hede die 8ste dag van Oktober 1987 in Kaapstad onderteken.

H. McCARTHY,

Voorsitter.

R. G. SIMMONS,

Ondervoorsitter.

J. J. KITSHOFF,

Sekretaris.

40. GENERAL

Nothing in this Agreement contained shall be construed as absolving any employer or employee from the provisions of any other enactment or proclamations, or any by-laws, or regulations framed thereunder.

Signed at Cape Town, on behalf of all the parties to the Council, this 8th day of October 1987.

H. McCARTHY,

Chairman.

R. G. SIMMONS,

Vice-chairman.

J. J. KITSHOFF,

Secretary.

Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad



Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!

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