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GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 504

23 March 1989

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, WESTERN PROVINCE.—AGREEMENT FOR THE CAPE PENINSULA

I, Eli van der Merwe Louw, Acting Minister of Manpower, hereby—

(a) in terms of section 48 (1) 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 1989 and for the period ending 31 March 1993, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations 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), 5 (2), 6, 17 (5) (b) and (e), 26, 28 (4), 30, 32, 33, 34 (2) (a) and 36 of Chapter 1, shall be binding, with effect from 1 April 1989 and for the period ending 31 March 1993, 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.

E. VANDER M. LOUW,
Acting Minister of Manpower.

287—A

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 504

23 Maart 1989

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, WESTELIKE PROVINSIE.—OOREENKOMS VIR DIE KAAPSE SKIEREILAND

Ek, Eli van der Merwe Louw, Waarnemende 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 1989 en vir die tydperk wat op 31 Maart 1993 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies 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), 5 (2), 6, 17 (5) (b) en (e), 26, 28 (4), 30, 32, 33, 34 (2) (a) en 36 van Hoofstuk 1, met ingang van 1 April 1989 en vir die tydperk wat op 31 Maart 1993 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.

E. VANDER M. LOUW,
Waarnemende Minister van Mannekrag.

11766—1

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)

Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Operative Masons' Society

South African Woodworkers' Union

Building Workers' Union

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

being the parties to the Industrial Council for the Building Industry (Western Province).

CHAPTER I**1. SCOPE OF APPLICATION**

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

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

(b) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simon's Town, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962 (Government Notice 283 of 2 March 1962), fell within the Magisterial District of Bellville.

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

(a) 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;

(b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder;

(c) "labour-only" contractors, working partners and working directors, principals and contractors.

(3) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to—

(a) clerical employees and administrative staff;

(b) university students and graduates in building science and to construction supervisors, construction surveyors and other persons doing practical work in the completion of the academic training.

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 four years from date of publication of this Agreement.

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)

Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig

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

Amalgamated Society of Woodworkers of South Africa

Amalgamated Union of Building Trade Workers of South Africa

South African Operative Masons' Society

South African Woodworkers' Union

Building Workers' Union

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

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

HOOFSTUK I**1. TOEPASSINGSBESTEK**

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

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

(b) in die landdrosdistrikte Die Kaap, Wynberg [met inbegrip van daardie gedeelte van die landdrosdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermmentskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het], Simonstad, Goodwood en Bellville, in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermmentskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het en in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermmentskennisgewing 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 (Goewermmentskennisgewing 283 van 2 Maart 1962) binne die landdrosdistrik Bellville geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is nie;

(b) kwekelinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is met daardie Wet of met voorwaardes wat daarkragtens gestel is nie;

(c) "slegs-arbeid"-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

(3) Ondanks subklousule (1) (a), is hierdie Ooreenkoms nie van toepassing nie op—

(a) klerke en administratiewe personeel;

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

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 vier jaar vanaf die datum van publikasie van hierdie Ooreenkoms.

3. DEFINITIONS

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

“accredited training employer” means an employer who has been issued with the appropriate accreditation certificate by the Building Industries Training Board, granting the employer permission to employ and train probationary trainee tradesmen and trainee tradesmen;

“Act” means the Labour Relations Act, 1956;

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

“artisan” means any person registered as such in terms of clause 9 of Chapter I of this Agreement and who is permitted to perform skilled work as defined;

“block” means a walling unit of which the face dimensions exceed either 300 mm in length or 150 mm in height;

“blocklayer” means any person over the age of 21 years who is registered with the Council and who has been issued with the appropriate registration card by the Council, who is engaged in the laying of blocks as defined in this Agreement, on any type of construction, or the laying of paving slabs, precast concrete channels and kerbs, but who shall not be permitted to lay bricks of any size or type, except where these are required for bonding purposes;

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

“Building Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which the employer and the 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 sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following 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, the 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;

leadlight-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 and the manufacture and erection of grave-stones and cemetery memorials of all types, concreting and the fixing or building of precast and/or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating stone-working 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;

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;

3. WOORDOMSKRYWING

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

“geakkrediteerde opleidingswerkgever” ’n werkgever aan wie die toepaslike akkrediteringsertifikaat deur die Opleidingsraad van die Bounywerheid uitgereik is wat aan die werkgever toestemming verleen om proefkwekelingbouwerkers en kwekelingbouwerkers in diens te neem en op te lei;

“Wet” die Wet op Arbeidsverhoudinge, 1956;

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

“ambagsman” iemand wat as sodanig geregistreer is ingevolge klousule 9 van Hoofstuk I van hierdie Ooreenkoms en wat as sodanig geskoolde werk soos omskryf mag verrig;

“blok” ’n muureenheid waarvan die vlakafmetings of langer as 300 mm of hoër as 150 mm is;

“bloklêer” iemand wat ouer as 21 jaar is, wat by die Raad geregistreer is en aan wie die Raad die nodige registrasiekaart uitgereik het, wat blokke soos in hierdie Ooreenkoms omskryf, lê op enige soort konstruksie of wat plaveiplatblokke, vooraf gevormde betongeute en randstene lê, maar wat geen bakstene van watter grootte of soort ook al mag lê nie behalwe waar dit vir verbanddoeleindes nodig is;

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

“Bounywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin die werkgever 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 voorberei 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 onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue en ook die sloping van geboue, tensy die betrokke werkgever 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 voorberei 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 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 en die vervaardiging en oprigting van grafstene en begraaftaagsgedenktekens van alle soorte, betonwerk en die aanbring of bou van voorafgegiete 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 voorberei het in die gebou of bouwerk aangebring word of nie;

painting, which includes the processes of decorating, enamelling, graining, marbling, staining, varnishing, gilding, lining, stencilling, paperhanging, spraying, glazing, wax-polishing, distempering, 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 are 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 water-proofing 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 in the building or structure is done by the person making or preparing the article used;

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

steel reinforcing, which includes 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 joints, 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 with 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;

"carpet fitter" means an employee who is registered as such with the Council and who, under the supervision of a carpet layer, is engaged in one or more of the following activities:

(a) Fixing of all types of carpet wall coverings, excluding gauging, panelling, marking out and setting out;

(b) laying and/or fixing and/or fitting and/or stretching of all types of carpeting, excluding marking out and setting out;

"carpet layer" means an employee who is registered as such with the Council and who is engaged in one or more of the following activities:

The laying and/or fixing and/or fitting and/or stretching of all types of carpeting and carpet wall coverings, including the supervision of employees engaged in carpet fitting and the fitting of carpet wall coverings, and of general workers;

"ceiling and/or partition erector" means an employee who is registered as such with the Council and who is engaged in one or more of the following activities:

Setting out, levelling and plumbing, cutting and fitting of all metal components, cutting and fitting of all ceiling boards and partition panels, fitting doors and locks, cutting and fitting of glass, including the supervision of ceiling and partition workers and of general workers;

"ceiling and partition worker" means an employee who is registered as such with the Council and who, under the supervision of a ceiling and/or partition erector, is engaged in one or more of the following activities:

All operations connected with the fixing of metal partition grids, excluding plumbing and levelling;

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, muurplakwerk, spuitverfwerk, glasuurwerk, waspoleerwerk, distemperwerk, afwit- en kleurkalkwerk, houtverduursaming, en wat ook insluit die verwydering van verf, die skraap, was en skoonmaak van geveerde of dedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraap, was en skoonmaak enigeen van 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 voorberei 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 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 voorberei 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, vensterafkortings, vertoonkaste, toonbanke, skerms en binnenshuise los en vaste 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 klasse staal- of ander metaalsuile, -leërs, staalbalke of metaal in enige ander vorm wat deel van 'n gebou of bouwerk uitmaak;

houtwerk, wat die volgende insluit: Timmerwerk, houtwerk, masjienwerk, draaiwerk, houtsnijwerk, die aanbring van gegolfde sinkplate, asbesdakpanne, dakspaanbedekking en ander dakbedekkingswerk, klank- en akoestiek materiaal, kurk- en asbesisoleering, 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 voorberei het in die gebou of bouwerk aangebring word of nie;

"matpasser" 'n werknemer wat as sodanig by die Raad geregistreer is en wat, onder toesig van 'n matlêer, een of meer van die volgende werksaamhede verrig:

(a) Alle soorte matmuurbedekkings vassit, uitgesonderd die meet daarvan, die insit van panele, merk en afmerk;

(b) alle soorte matstof lê en/of vassit en/of pas en/of span, uitgesonderd die merk en afmerk daarvan;

"matlêer" 'n werknemer wat as sodanig by die Raad geregistreer is en wat een of meer van die volgende werksaamhede verrig:

Alle soorte matstof en matmuurbedekkings lê en/of vassit en/of pas en/of span, met inbegrip van toesig hou oor werknemers wat matte en matmuurbedekkings pas en oor algemene werkers;

"plafon- en/of afskortingsoprigter" 'n werknemer wat as sodanig by die Raad geregistreer is en wat een of meer van die volgende werksaamhede verrig:

Alle metaalkomponente uitleë, waterpas en loodreg maak, sny en pas; alle plafonborde en afskortingspanele sny en pas; deure en slotte aanbring; glas sny en insit; met inbegrip van toesig hou oor plafon- en afskortingswerkers en algemene werkers;

all operations connected with the suspension of metal ceiling grids, excluding levelling;

applying dry-wall tape and jointing compound;

cutting and fitting of ceiling panels to metal grid systems;

fitting dry-wall sheets;

fitting partition panels;

fitting pre-cut glass;

fitting skirting, glazing beads and cover strips;

operating a compressed air nailing machine;

operating a spray gun to apply glue or plaster mix;

square cutting, using an aluminium cut-off saw;

using a drilling machine;

using a dry-wall screwdriver;

"cleaner" means an employee engaged on one or more of the following activities:

Cleaning and/or washing premises, doors, windows, equipment, tools, machinery, furniture, vehicles, tanks, containers or other articles, including polishing 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 year for the purpose of safe-guarding their stamps, and "holiday fund card" or "book" shall have the same meaning for the purposes of this Agreement;

"Council" means the Industrial Council for the Building Industry (Western Province), registered in terms of section 19 of the Act;

"close supervision" means that the persons providing such supervision remains within such a distance of the work to be supervised that all details of the work can reasonably be observed and supervised;

"craftsman" means any person registered as such in terms of clause 9 (1) of Chapter I of this Agreement and who is permitted to perform skilled work as defined;

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

"emergency work", without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work prescribed in clause 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;

"floor layer" means an employee who is registered as such with the Council and who is engaged in one or more of the following activities:

Laying and fixing of floors of wood, mosaic, composition rubber or any other similar materials (but excluding carpeting); the fixing of all types of floor and wall coverings in tile or sheet form, including resilient flooring, linoleum, inlaid linoleum, Malthoid, asphalt tiles or asphalt-based materials, cork, rubber, vinyl and plastic compositions (but excluding carpeting); the supervision of employees engaged in floor laying or the fixing of floor and wall covering;

"assistant floor layer" means an employee who is registered as such with the Council and who, under the supervision of a floor layer, is engaged in one or more of the following activities:

Fixing of all types of floor or wall coverings, excluding carpeting, but excluding gauging, panelling, marking out and setting out; operating a sandpapering and spinning machine on flooring; supervising general workers;

"plafon- en afskortingswerker" 'n werknemer wat as sodanig by die Raad geregistreer is en wat, onder toesig van 'n plafon- en/of afskortingsoprigter, een of meer van die volgende werksaamhede verrig:

Alle werksaamhede in verband met die vassit van metaalafskortingsroosters, maar nie die loodreg- en waterpasmaak daarvan nie;

alle werksaamhede in verband met die hang van metaalplafon-roosters, maar nie die waterpasmaak daarvan nie;

droëmuurband en voegmengsel aanwend;

plafonpanele sny en aan metaalroosterstelsels vassit;

droëmuurstroke vassit;

afskortingspanele vassit;

vooraf gesnyde glas vassit;

vloerlyste, ruitkraallyste én deksroke vassit;

'n druklugspykermasjien bedien;

'n sproeisuiet bedien om lym of 'n pleisttermengsel aan te bring;

haaks saag met 'n aluminiumafsnysaag;

'n boormasjien gebruik;

'n droëmuurskroewedraaier gebruik;

"skoonmaker" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

Persele, deure, vensters, uitrusting, gereedskap, masjinerie, meubels, voertuie, tenks, houers of ander artikels skoonmaak en/of was, met inbegrip van vloere, meubels of voertuie poleer, matte borsel, oortollige afvalmateriaal verwyder en ander skoonmaakaktiwiteite wat met die voorafgaande gepaard gaan;

"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 Ooreenkomis het "vakansiefondskaart" of "boek" dieselfde betekenis;

"Raad" die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie) geregistreer ooreenkomstig artikel 19 van die Wet;

"streng(e) toesig" dat die persoon wat sodanige toesig hou so naby bly aan die werk waarvoor toesig gehou moet word dat alle besonderhede van die werk redelik waargeneem en onder toesig gehou kan word;

"vakman" iemand wat as sodanig geregistreer is ingevolge klousule 9 (1) van Hoofstuk I van hierdie Ooreenkoms en wat geskoolde werk soos omskryf mag verrig;

"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 die vrag bestee en alle tydperke wat daar van hom vereis word om op sy pos te bly gereed om te dryf;

"noodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werkure soos in klousule 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, vloed, ongeluk of gewelddaad, sonder versuim verrig moet word;

"vloerlêer" 'n werknemer wat as sodanig by die Raad geregistreer is en wat een of meer van die volgende werksaamhede verrig:

Vloere van hout, mosaïek, komposisierubber of ander soortgelyke materiale, maar uitgesonderd matstof, lê en vassit; alle soorte vloer- en muurbedekkings in teël- of strookvorm vassit, met inbegrip van veerkrachtige vloermateriaal, linoleum, inleglinoleum, Malthoid, asfaltteëls of asfaltiese materiale, kurk, rubber, viniel en plastieksamestellings, maar uitgesonderd matstof; toesig hou oor werknemers wat vloere lê of vloer- en muurbedekkings vassit;

"assistent-vloerlêer" 'n werknemer wat as sodanig by die Raad geregistreer is en wat, onder toesig van 'n vloerlêer, een of meer van die volgende werksaamhede verrig:

Alle soorte muur- of vloerbekkings, uitgesonderd matstof, vassit, maar uitgesonderd die meet daarvan, die insit van panele, merk en afmerk; 'n skuurmasjien en spinmasjien op vloere gebruik; toesig hou oor algemene werkers;

"general worker" means an employee engaged in one or more of the following operations:

(a) In the section of the Industry involved in asphaltting, waterproofing and/or damp proofing to roofs, walls, ceilings, floors and other surfaces:

Attending to fires and cleaning up;
cutting dampcourse and placing in position;
mixing asphalt macadam; dumping and placing material at laying site; rolling with hand rollers;
mixing mastic asphalt in pots and rubbing up laid mastic until cold;

applying key coat preparatory to application of finishing coat of mastic asphalt on all vertical and inclined surfaces;
bitumastic treatment to all surfaces;

(b) in the block or bricklaying section of the Industry:
Cutting of toothings and indents for bonding brickwork;
filling in joints between joint of brick and concrete beam;
grouting of joints in bricks and tile floors and cleaning off;
laying of blocks in the construction of concrete floors and concrete roofs;

laying of blocks not bedded in mortar or mastic;
laying loose tiles on surfaces without bedding;
placing into position of uprights, slabs and similar walling components, where no plumbing is required;
grouting in joints in walling and paving;
operating a carborundum or tungsten saw or similar equipment;
applying any liquid reviver to brickwork, slasto or similar material;

applying tar or similar products to all surfaces;
cutting of brick or similar material;
cutting dampcourse and placing in position;
jointing and pointing of brickwork;
priming surfaces with bitumastic or waterproofing solutions;
washing down bricks;

(c) in the carpet laying section of the Industry:
Assisting carpet layers and carpet fitters in all carpet laying operations;

mixing, applying and spreading adhesives preparatory to the fitting of all types of carpeting;

straightcutting;

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

(d) in the ceiling and partitioning erection section of the Industry:

Assembling and handling of metal ceiling components;
drilling of holes;
erection of scaffolding;
fitting of all forms of hold-down clips to ceiling panels;
fixing of steel spring clips to aluminium covering strips;
fixing of supports to ceiling panels;
gluing and applying vinyl sheeting to partition panels;
laying fibreglass;

placing veneered or plain or vyanide/vynalast-cladded panels of chipboard, gypsum or asbestos-cement manufacture in position and pressing the holding cover strips in position;

using pop riveters and specialised ceiling and/or partition tools;

(e) in the concreting section of the Industry:

Floating of concrete;

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

mixing concrete by hand;

operating a concrete or mortar mixer or any similar machine;

shovelling materials into or removing them from mortar or concrete mixing machines;

sieving sand and mixing mortar or concrete by hand with shovels;

"algemene werker" 'n werknemer wat een of meer van die volgende werksaamhede verrig;

(a) In die seksie van die Nywerheid wat betrokke is by die asfaltering, waterdigting en/of vogdigting van dakke, mure, plafonne, vloere en ander oppervlakke:

Vir vure sorg en skoonmaakwerk verrig;
voglae sny en in posisie plaas;
asfaltmacadam meng; materiaal op die lêterrein stort en plaas; rolwerk met handrollers verrig;
mastikasfalt in potte meng en aangesmeerde mastik vryf totdat dit koud is;

'n grondlaag aanbring ter voorbereiding vir die aanbring van 'n afwerklaag van mastikasfalt op alle vertikale en skuins oppervlakke;

bitumastikbehandeling van alle oppervlakke;

(b) in die blok- baksteenlê-seksie van die Nywerheid:

In- en uittandings inkap vir baksteenverbandwerk;

voeë tussen steenwerk en betonbalke opvul;

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

blokke lê by die konstruksie van betonvloere en betondakke;

blokke lê wat nie in dagha of mastik vasgesit word nie;

los teëls lê op oppervlakke sonder bedding;

staanders, blaaië en dergelike muurwerkkomponente in posisie plaas, waarby loodregstel nie vereis word nie;

voeë in mure en plaveisel met bry vul;

'n karborundum- of wolframsaag of soortgelyke uitrusting bedien;

enige soort vloestofopfrisser aan baksteenwerk, slasto of soortgelyke materiaal aanwend;

teer of soortgelyke produkte aan alle oppervlakke aanwend;

bakstene of soortgelyke materiaal sny;

voglae sny en in posisie plaas;

baksteenwerk voegstryk en voegvul;

grondlae van bitumastik- of waterdigtingsoplossing aan oppervlakke aanbring;

bakstene afwas;

(c) in die matlê-seksie van die Nywerheid:

By alle matlêwerksaamhede matlêers en matparsers help om matte te lê;

kleefstowwe meng, aanwend en spreï voordat alle soorte matstof vasgesit word;

reguitsnywerk;

rollers of ander toestelle gebruik om matmateriaal vas te bed nadat dit ingesit, gelê of gepas is;

(d) in die plafon- en afskortingsoprigtingseksie van die Nywerheid:

Metaalplafonkomponente monteer en hanteer;

gate boor;

steierwerk oprig;

alle soorte verankerklemme aan plafonpaneel vasheg;

staalveerklemme aan aluminiumdekstroke vasheg;

stutte aan plafonpaneel vasheg;

vinielstroke lym en aan afskortingspaneel plak;

veselglas lê;

gefïneerde of gewone of vianied-vynalastbeklede paneel van spaanderbord, gips of asbessement in posisie plaas en die ankerdekstroke op hul plekke vasdruk;

plofklinael-toestelle en gespesialiseerde plafon- en/of afskortingsgereedskap gebruik;

(e) in die betonwerkseksie van die Nywerheid:

Beton afstryk;

beton lê, gelykmaak en afvlak en met 'n betontriller bewerk—onder toesig;

beton met die hand meng;

beton- of daghamenger of dergelike masjien bedien;

(f) in the floor and wall covering section of the Industry:

Assisting flooring artisans and floor layers in all floorlaying operations;

mixing, applying and spreading adhesives preparatory to the setting out of floor blocks, tiles, sheeting and similar materials;

straightcutting;

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

(g) in the painting, decorating and glazing section of the Industry:

All work preparatory to the application of Kenitex or similar materials;

applying solution to cement tiles on roofs, using a block brush;

assisting skilled employees by grain filling preparatory to polishing of wood surfaces with fabric;

cleaning down of teak or other hard woods by using solvents and steel wools;

cleaning of glass after glazing;

cleaning completed frames in preparation for puttying;

kneading of putty to correct consistency;

painting of joints and backs of stone with waterproofing compound;

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

preparing roofs, including scraping and wirebrushing, prior to painting;

preservative painting of all builders' plant;

priming of surfaces with bitumastic or waterproofing solutions;

scraping, washing, cleaning and rubbing down of walls and surfaces, prior to painting;

treating timber with preservative;

use of abrasives of all kinds by hand, including rubbing compounds on preparatory work in painting and spraying;

washing down new galvanised surfaces prior to painting and treating new galvanised surfaces with blow lamp or paint solvents or oxidising agents;

applying limewash and cement wash to all surfaces;

applying decorative bitumastic to pipes;

applying chemical adhesive to corrugated iron roofs by means of a paint brush;

application of carbolineum;

application of paint to roofs;

applying anti-corrosive paints to structural steel work, and tanking;

knotting or painting or nailheads on ceilings;

painting of unpainted steel girders with a primer paint;

sandpapering between coats;

stopping or puttying woodwork, walls and ceilings;

applying back putty for glazing and cleaning of excess tags therefrom;

sandblasting, pickling or otherwise preparing structural surfaces prior to coating, or applying protective coatings to such surfaces by brush or spray;

(h) in the metal work section of the Industry:

Bending and/or body-forming of metal by machine;

coupling steel windows and door frames, under supervision;

drilling or punching and tapping metal by power or hand machines;

fixing lugs to steel windows and door frames;

operating a power-driven grinding machine on metal;

filing by hand;

(i) in the plastering section of the Industry:

Bagging down walls and ceilings;

filling of moulds with a facing mixture or concrete mixture, using a shovel;

materiaal met grawe in dagha- of betonmengmasjiene ingooi of daaruit verwyder;

sand sif en dagha of beton met die hand met skopgrawe meng;

(f) in die vloer- en muurbedekkingseksie van die Nywerheid:

ambagsmanne (bevloering) en vloerlêers help in verband met alle vloerlêerksaamhede;

kleefstof ter voorbereiding vir die uitlê van vloerblokkies, teëls, plaatbedekking en soortgelyke materiaal meng, aanwend en uitstryk;

reguitsnywerk;

rollers of ander apparaat gebruik om vloermateriaal in te bed nadat dit hard geword het of gelê is;

(g) in die verf-, dekoreer- en ruitwerkseksie van die Nywerheid:

Alle werk ter voorbereiding vir die aanbring van Kenitex of dergelyke materiaal;

rubberlym aan sementpanne op dakke met 'n koolborsel aanbring;

geskoolde werknemers help deur die draadholtes in hout op te vul voordat houtoppervlakke met 'n doek opgevryf word;

kiaat of ander soorte hardhout skoonmaak met behulp van oplosmiddels en staalwol;

glas skoonmaak nadat ruite ingesit is;

voltooide rame skoonmaak voordat stopverf aangebring word;

stopverf brei totdat dit die regte stewigheid het;

voeë en agterkante van klip met 'n waterdigtingsmengsel verf;

asfalt- en/of ander komposisieplate en -dakke met bitumeneuse aluminiumverf verf of spuit;

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

alle bouersuitrusting met preserveermiddels verf;

grondlae van bitumastik of waterdigtingsoplossings aan oppervlakke aanbring;

mure en oppervlakke skraap, was, skoonmaak en afvryf voordat dit geverf word;

timmerhout met preserveermiddels behandel;

alle soorte skuurmiddels met die hand gebruik, met inbegrip van opvryfoplossings op voorbereidingswerk vir verf- en spuitwerk;

nuut gegalvaniseerde oppervlakke spoelwas voordat hulle geverf word en nuut gegalvaniseerde oppervlakke met 'n blaaslamp of met verpops- of oksideermiddels behandel;

witkalk en sementstryksel aan alle oppervlakke aanwend;

dekoratiewe bitumastik aan pype aanwend;

chemiese kleefmiddels met 'n verfkwas aan sinkdakke aanwend;

karbolineum aanwend;

verf op dakke aanwend;

korrosiewerende verf aan boustaalwerk aanwend en waterdigmaking;

spykerkoppe aan plafonne toelak of verf;

'n grondlaagverf aanbring aan ongeverfde staallêers;

met sandpapier tussen verflae skuur;

houtwerk, mure en plafonne toestop of stopverf;

'n stopverfbed vir ruitwerk aanbring en oortollige afvalstukkes daarvan verwyder;

bouoppervlakke sandstraal, impregneer of andersins voorberei, voordat dit geverf word, of beskermende lae aan sodanige oppervlakke met 'n borsel of sproeispuut aanwend;

(h) in die metaalwerkseksie van die Nywerheid:

Metaal met 'n masjiën buig en/of fatsoeneer;

staalvensters en -deurkosyne onder toesig koppel;

metaal met krag- of handmasjiene boor of pons en moerdraad daarin sny;

ankers aan staalvensters en -deurkosyne aanbring;

'n kragaangedrewe slypmasjiën op metaal bedien;

vylwerk met die hand;

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

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

raking out of brick joints and preparation of surfaces for plastering;

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

stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;

tamping of the filling moulds;

cement-washing of all surfaces;

operating a rotating solid disc-type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing;

slushing of surfaces preparatory to plastering;

(j) in the structural carpentry, roofing and scaffold erecting sections of the Industry:

Assisting skilled employees in placing of steel props and fixing to bearers and adjusting to heights;

cutting of roofing tiles with tile handcutting machine;

cutting scaffold poles or props;

erecting scaffolding under supervision;

fixing asphalt sheeting to sides of steel and wood frames;

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

hoisting shuttering and placing in position but not fixing;

stripping shuttering;

tying of roof tiles with wire;

wedging up wood props;

fixing of terra-cotta and cement roofing tiles;

fixing of decking plates;

dismantling and/or re-assembling, excluding lining up, preconstructed buildings or structures, under supervision;

applying solution to cement tiles or roofs, using a block brush;

fixing of cork and other insulating materials;

(k) in the joinery and shopfitting sections of the Industry:

Applying sealer coats to joinery;

assisting skilled employees in the application of glue to tenons or wood surfaces prior to cramping or pressing;

gluing and/or fixing facings to panels or frames in factory/workshop;

operating automatic or manual presses;

placing and fixing in position of egg-crating, fillets or acoustic material in recesses formed by frames, in factory/workshop;

cleaning mortices;

fixing of steel spring clips to aluminium cover strips;

(l) in the steelwork, steel construction or steel re-inforcing sections of the Industry:

Binding or tying, with wire, steel re-inforcing materials and cutting, bending, assembling, erecting and fixing such materials;

erecting steel formwork and columns, excluding lining up, plumbing and levelling;

hoisting of steel and laying into position;

sorting, selecting, assembling, elementary tying or securing prestressing cables or re-inforcement;

(m) in the plumbing and drainlaying sections of the Industry:

Cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;

caulking of joints in drains;

manually digging trenches, holes, etc.;

(n) in the stonework, masonry and monumental masonry sections of the Industry:

Attending swing saws, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery, and/or working grindstone machinery;

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

(i) in die pleisterwerkseksie van die Nywerheid:

Saksmeerwerk aan mure en plafonne;

gietvorms met 'n voorwerk- of betonmengsel met 'n skopgraaf vul;

gebreke in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvryf;

beton gooi en gelykmaak, 'n betontriller bedien, en help met die afvlakwerk;

voeë tussen bakstene uitkrap en oppervlakke vir pleisterwerk gereedmaak;

gietvorms opstel en bekisting en gietsels stroop;

die nate van gietvorms onder toesig met die hand of 'n stukkie blik met gips toestop;

die vulsel in gietvorms vasstamp;

alle oppervlakke met sement afwit;

'n roteermasjien met soliede skywe vir die afvlakking van sement- of granolietvloere bedien wanneer sodanige masjien gebruik word voordat verdere afwerking plaasvind;

oppervlakke flodder voordat dit gepleister word;

(j) in die boutimmerwerk-, dakwerk- en steierwerkoprigting-seksies van die Nywerheid:

Geskoolde werknemers help om staaltutte in posisie te plaas, dit aan draagbalke vas te maak en op die vereiste hoogte te stel;

dakpanne met 'n handsnymasjien sny;

steierpale of stutte afsaag;

steierwerk onder toesig oprig;

asfaltplate aan die kante van staal- en houtrame aanbring;

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

bekisting ophys en in posisie plaas maar nie vassit nie;

bekisting afbreek;

dakpanne met draad vasbind;

houtstutte opwig;

dakteëls van terra-cotta en sement vassit;

dekplate vassit;

vooraf vervaardigde geboue of bouwerke onder toesig demonter en/of hermonter, uitgesonderd die noukeurige opstelling daarvan;

rubberlym met 'n koolborsel aan sementteëls of dakke aanbring;

kurk of ander isoleermateriale vassit;

(k) in die skrynwerk- en winkeluitrustingseksies van die Nywerheid:

Afdiglae aan skrynwerk aanbring;

geskoolde werknemers help met die aanbring van lym aan tappe of houtoppervlakke voordat dit geklamp of gepers word;

voorwerk in die fabriek/werkwinkel aan panele of rame vaslym en/of vasheg;

outomatiese of handperse bedien;

eierkratwerk, binnerondings of akoestiese materiaal in die fabriek/werkwinkel in posisie plaas en vasheg in holtes wat deur rame gevorm word;

taggate skoonmaak;

staalveerklemme aan aluminiumdekstroke vasheg;

(l) in die staalwerk-, staalkonstruksie- of staalversterkingseksies van die Nywerheid:

Staalversterkingmateriale met draad bind of vasmaak en sodanige materiale sny, buig, monteer, oprig en vassit;

staalbekisting en kolomme oprig, uitgesonderd die inlynbring, loodreg- en waterpasmaak daarvan;

staal ophys en dit in posisie lê;

voorspanningskabels of versterking sorteer, selekteer, inmeekaarsit, elementêr bind of vassit;

(m) in die loodgieters- en rioolaanlegseksies van die Nywerheid;

Pype en staaltawe, uitgesonderd dié van koper, onder toesig met die hand sny, buig en skroef en moerdraad daarin sny;

lasse in riole kalfater;

vore, gate, ens., met die hand grawe;

operating swing saws, stone polishing machinery and compressors for stone work;

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;

operating a dunter, including a hand dunter, turning lathe, circular saws (in respect of monumental work), stone polishing machinery, including hand polishing equipment, letter-cutting machines, swing and frame saws, under supervision;

sharpening of tools;

(o) in all sections of the Industry:

Assisting skilled employees or higher graded workers wherever necessary, but not to perform such higher graded work;

baling waste or scrap metal by hand or machine;

carrying mortar, bricks, stone, concrete or other materials;

cutting, drilling, chasing and plugging in brick and concrete;

breaking, chipping, compacting, loosening or ramming concrete, rock, sand, soil, stone or other materials by means of a power-driven hand-held tool or device such as earthhammer, jack-hammer, paving braker, rockdrill or scabbler;

oiling and greasing of machinery;

removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;

scrubbing down and cleaning, using steel wire brushes or scrubbing brushes;

cladding roofs with grass;

gauging sand, stone and cement;

cutting up scrap metal by hand;

repetitive cutting of rough materials on site with power tools;

cooking or otherwise preparing or serving meals;

delivering or collecting messages, letters, parcels or goods on foot or by means of a bicycle, tricycle or handpropelled vehicle;

making, maintaining or drawing fires or removing ashes, refuse or waste;

making or serving tea or similar beverages;

cutting down, uprooting, removing or destroying trees or vegetation;

manually demolishing or breaking up buildings, walls or other structures;

manually hauling, pulling or pushing wheelbarrows, trolleys or other vehicles;

opening and closing valves or cocks, including control valves or cocks for pumps;

removing, emptying, cleaning or replacing sanitary pails or cleaning sewage pipes or points;

performing any other work of an unskilled nature not elsewhere specified or apportioned to any other class or grade of employee, but excluding the activities included in the definition of "cleaner";

"glazer" means an employee who is engaged in the final fitting and fixing of glass into frames, who is registered with the Council as such and who has been issued with a registration card;

"Industry" means the Building and/or Monumental Masonry Industries;

"jig" means a mechanical form made of solid material such as wood or metal of which the various parts are of predetermined dimensions, to aid the workman to produce products repetitively of equal size and shape, by sliding, dropping or placing the components of the product into the jig to be held in place and requiring no further manoeuvring;

"labour-only contract" means a contract, agreement, arrangement or understanding 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;

(n) in die klipwerk, klipmesselwerk- en monumentklipmesselwerkseksies van die Nywerheid;

Hangsae bedien, help om klippe reg te sit en saaglemme aan te bring met die doel om met hangsae en poleermasjinerie te werk, en/of met slypsteenmasjinerie te werk;

voëe met bry vul en die agterkant van klipwerk opvul nadat dit gelê is;

hangsae, klippoleermasjinerie en kompressors vir klipwerk bedien;

voëe en agterkante van klip met 'n waterdigte mengsel verf;

met 'n klopboor werk of 'n hamer en pons gebruik om klip te splits of tapgate te boor;

onder toesig 'n duntermasjien, met inbegrip van 'n handduntermasjien, 'n draaibank, sirkelsae (ten opsigte van monumentwerk), klippoleermasjinerie, met inbegrip van handpoleeruitrusting, lettersnymasjiene, hang- en spansae bedien;

gereedskap skerpmak;

(o) in alle seksies van die Nywerheid:

Geskoolde werknemers of hoër gegradeerde werkers help waar nodig, sonder om self sodanige werk van 'n hoër graad te verrig;

afval- of rommelmetaal met die hand of 'n masjien baal;

dagha, stene, klip, beton of ander materiaal dra;

stene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;

beton, rotse, sand, grond, klippe of ander materiale breek, splinter, verdig, losmaak of vasstamp met 'n kragaangedrewe gereedskapstuk of toestel wat met die hand vasgehou word, soos 'n grondstamper, klopboor, korsbreker, rotsboor of voorkrapper;

masjinerie olie en smeer;

vlekke en sement op klip, kunsklip, leiklip, terra-cotta of soortgelyke oppervlakke met karborundumblokke of skuurmasjiene verwyder;

afskrop en skoonmaak, met gebruikmaking van staaldraadborsels of skroborsels;

dakke met gras bedek;

sand, steen en sement afmeet;

rommelmetaal met die hand opsnij;

rumateriale op die terrein met kraggereedskap herhalend stukkend sny;

etes kook of andersins berei of voorsit;

boodskappe, briewe, pakkette of goedere te voet of met 'n trapfiets, driewiel of handvoertuig aflewer of afhaal;

vure maak, aan die gang hou of uitkrap, of as, vullis of afval verwyder;

tee of soortgelyke drank maak of bedien;

bome of plantegroei afkap, ontwortel, verwyder of vernietig;

geboue, mure of ander bouwerke met die hand sloop of afbreek; kruitwaens, trollies of ander voertuie met die hand sleep, trek of stoot;

kleppe of krane, met inbegrip van beheerklappe of -krane vir pompe, oop-en-toedraai;

sanitêre vlemmers verwyder, leegmaak, skoonmaak of vervang, of rioolpype of punte skoonmaak;

alle ander werk van 'n ongeskoolde aard verrig wat nie elders vermeld word nie of aan 'n ander klas of graad werknemer toegewys is nie, maar uitgesonderd die werksaamhede ingesluit by die omskrywing van "skoonmaker";

"ruitwerker" 'n werknemer wat betrokke is by die finale aanbring en vasleg van glas in rame, wat by die Raad as sodanig geregistreer is en aan wie 'n registrasiekaart uitgereik is;

"Nywerheid" die Bou- en/of die Monumentklipmesselnywerheid;

"setmaat" 'n meganiese vorm van soliede materiaal soos hout of metaal waarvan die verskillende dele vooraf bepaalde afmetings het wat die werkman in staat stel om produkte van dieselfde grootte en vorm herhalingsgewys te produseer deurdat die komponente van die produk in die setmaat geskuif, neergelaat of geplaas en daar in posisie gehou word sodat daar geen verdere hantering nodig is nie;

"labour-only contractor" means a person, company or partnership registered with the Council in accordance with the provisions of clause 4, and who undertakes a labour-only contract;

"Monumental Masonry Industry" means the Industry in which employers and employees are associated for the purpose of making and erecting gravestones and cemetery memorials of all types;

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

"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;

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

"probationary trainee tradesman" means a person other than a minor who is registered with the Council as a probationary trainee tradesman and who has been issued with the appropriate registration card by the Council, valid for 120 calendar days, and who is engaged in the employ of an accredited training employer;

"roofer" means an employee who is an artisan who is responsible for the setting out of a roof from drawings or otherwise, who determines the positions of battens, slates, tiles, sheets and other roofing materials, including shingles, thatch, etc., who may fix flashings, gutters and downpipes to roofs, who is in charge of and who supervises the work of others engaged in roof construction and who is paid wages not less than that prescribed in clause 16 (1) (h);

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

"skilled work" means work of a skilled nature which is normally and customarily performed by a person who has served a contract of apprenticeship or a period of training in terms of the Manpower Training Act, 1981, in any of the trades designated in terms of the Act, including the work of a carpet layer, ceiling and/or partition erector, floor layer, waterproofer, roofer, trainee tradesman or tradesman, Class 4, 3 or 2, as defined, and furthermore, without in any way limiting the ordinary meaning of the expression "skilled work", includes the following activities:

Asphalting; supervision of all asphalting operation;

bricklaying; setting out from plans; laying of preconstructed stone blocks, grille blocks, face and other bricks, glass bricks, capping and sill tiles, all brickwork corners, plumbing angles; tuck pointing; installation of pre-fabricated brick panel walls on site;

metal working; marking and setting out; setting up and supervising machines; hand welding and brazing; drilling and tapping by hand; final filing and/or assembly; fixing of builder's smith and founder work, metal frames and stairs, and architectural metal work;

painting; applying paint, varnish, textured coatings, resin-bonded coatings and other similar materials to all surfaces; paper-hanging and signwriting;

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

"slegs-arbeid-kontrakteur" 'n persoon, maatskappy of vennootskap wat ooreenkomstig klousule 4 by die Raad geregistreer is en wat 'n slegs-arbeid-kontrak onderneem;

"Monumentklipmesselnywerheid" die Nywerheid waar werkgewers en werknemers met mekaar geassosieer is met die doel om alle soorte grafstene en begraaftplaasgedenktekens te maak en op te rig;

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

"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 bepalings van 'n motortransportsertifikaat of sertifikaat van vrystelling van die verpligting om sodanige motortransportsertifikaat uit te neem wat, kragtens 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;

"openbare vervoer" vervoer per spoor of openbare motorbus;

"proefkwekelingbouwerker" 'n werknemer, uitgesonderd 'n minderjarige, wat as sodanig by die Raad geregistreer is en aan wie die toepaslike registrasiekaart (geldig vir 120 kalenderdae) deur die Raad uitgereik is, en wat in diens is van 'n geakkrediteerde opleidingswerkgewer;

"dakwerker" 'n werknemer wat 'n ambagsman is en wat verantwoordelik is vir die uitleë van dakke volgens tekeninge of andersins, wat die posisie aandui van die latte, dakleie, dakpanne, plate en ander dakmateriaal, met inbegrip van dakspaan, dekgras, ens., wat voegskorte, geute en geutype aan dakke kan aanbring, wat aan die hoof staan van en toesig het oor ander werkers wat dakkonstruksiewerk verrig en wat minstens die loon betaal word wat in klousule 16 (1) (h) voorgeskryf word;

"steier" 'n bou- of raamwerk wat in verband met bou- of uitgrawingswerk gebruik word om persone, uitrusting en materiaal in posisies bokant die grond te stut;

"geskoolde werk" werk van 'n geskoolde aard wat gewoonweg en gebruielik uitgevoer word deur 'n persoon wat ingevolge die Wet op Mannekragopleiding, 1981, 'n vakleerlingskapkontrak uitgedien of 'n opleidings tydperk deurgemaak het in enigeen van die ambagte ingevolge die voormelde Wet aangewys, met inbegrip van die werk van 'n matlêr, plafon- en/of afskortingsoprigter, vloerlêr, waterdigter, dakwerker, kwekelingbouwerker of bouwerker klas 4, 3 of 2, soos omskryf, en sluit dit daarbenewens, sonder om die gewone betekenis van die uitdrukking "geskoolde werk" enigerwyse te beperk, die volgende werksaamhede in:

Asfaltwerk; toesig hou oor alle werksaamhede in verband met asfaltwerk;

messelwerk; merk en uitleë volgens planne; die lê van vooraf gevormde klipblokke, roosterblokke, sier- en bakstene, glasstene, dek- en drumpelteëls, alle steenmesselhoeke, loodgietershoeke; rifvoegwerk; die installering van vooraf vervaardigde steenpaneelmure op die terrein;

metaalwerk; merk en uitleë; die opstel van en toesig hou oor masjiene; met die hand sweis en sweissoldeer; met die hand boor en moerdraad sny; finale fyl- en/of monterwerk verrig; die vassit van siermetaal- en gietwerk, metaalrame en -trappe en boumetaalwerk;

verfwerk; verf, vernis, tekstuurlae, harslae en ander soortgelyke stowwe aan alle oppervlakke aanbring; muurplak en letterskilderwerk;

plastering; modelling and model-making; mould-making; preparing preliminary ruling screeds; rendering materials to surfaces; granolithic work; screeds to floors to receive finished covering such as blocks and vinyl floor tiles, sheeting, etc.;

plumbing and drainlaying; marking out; setting out; final fixing of assembled piping and fixtures; soldering and brazing on site; supervising laying of pipes to falls;

shopfitting; all operations included under shop joinery plus assembling and fixing of shopfronts, shop, office and bank fittings;

shop joinery; marking and setting out; manufacturing, assembling, planing, finishing and fixing finished woodwork;

steel work; supervision of bending, placing and fixing in position of steel reinforcement and steel construction materials;

stone and monumental masonry; drawing, designing and setting out of letters and enrichments; cutting and carving of letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines; setting stone on mortar beds; marking out; fixing of pre-cast or artificial stone or marble;

structural carpentry; marking out, setting out, fabricating, leveling, plumbing, cutting, adjusting, securing, lining up and fixing materials;

tiling; setting and fixing of tiles, mosaics, or other similar materials;

waterproofing; supervision of waterproofing workers and general workers engaged on waterproofing or damp proofing operations;

wood machining; setting up machines; supervising machines;

"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;

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

"tradesman, Class 4" or "3" or "2", means an employee duly approved and registered in terms of clause 9 with the Council, issued with the appropriate registration card, and who may perform only those facets of skilled work for which he is registered and as indicated on the registration card issued to him;

"trainee tradesman, Class 4" or "3" or "2" means an employee duly approved by and registered in terms of clause 8 with the Council and issued with the appropriate registration card and who may perform skilled work for an accredited training employer in the designated trade for which he is registered in terms of the Manpower Training Act, 1981;

"wage" means that portion of remuneration payable in money to an employee in terms of clause 16 in respect of the ordinary hours 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;

"watchman" means an employee who is engaged in patrolling premises and guarding property;

"waterproof" means an employee who is registered as such with the Council and who is engaged in the periodic supervision of employees who are engaged in waterproofing or damp proofing operations;

"waterproofing team leader" means an employee who is registered as such with the Council and who, under the supervision of a waterproofer, is engaged in one or more of the following activities:

(a) Close supervision of waterproofing workers and general workers engaged on waterproofing or damp proofing operations;

(b) waterproofing and damp proofing of all horizontal, sloping and vertical surfaces (including all types of tanking) with all types of roofing membranes, sheeting and liquid or semi-liquid or mastic coatings, but excluding hot, mixed mastic asphalt waterproofing;

pleisterwerk; boetseerwerk en modelleerwerk; gietvorms maak; bepalende gidspleisters voorberei; stowwe aan oppervlakke raak; granolietwerk; gidspleisters aanbring aan vloere waarop 'n afge- werkte bedekking soos met blokkies en vinielvoorteëls, -stroke, ens., aangebring moet word;

loodgieterswerk en rioolaanlegwerk; afmerk; uitle; finale vas- hegting van gemonteerde pype en toebehore; soldeer- en sweissol- deerwerk op die terrein; toesig hou oor die lê van pype volgens val;

winkeluitrustingswerk; alle werksaamhede wat onder winkel- skrynwerk ressorteer, asook die montering en uitstallering van winkelfronte en winkel-, kantoor- en bankuitrusting;

winkelskrynwerk; afmerk en uitle, vervaardiging, montering, skaaf, afwerk en aanbring van voltooid houtwerk;

staalwerk; toesig hou oor die buig, in posisie plaas en aanbring van staalwapening en staalboumateriaal;

klip- en monumentklipmesselwerk; letters en versierings teken, ontwerp en uitle; letters met die hand en 'n lugdrukhamer sny en uitkerf; finale oppervlakkewerking en afwerking van klip of vervangingsmateriaal met die hand volgens die regte grootte, dog nie poleerwerk nie; masjiene opstel; klippe op daghalae vassit; afmerk; voorafgegiete klip of kunsklip of marmer vassit;

boutimmerwerk; materiaal afmerk, uitle, vervaardig, waterpas maak, loodregstel, saag, aanpas, vasheg, rig en aanbring;

teëlwerk; teëls, mosaïek of ander soortgelyke materiaal lê en vassit;

waterdigting; toesig hou oor waterdigtingswerkers en algemene werkers wat waterdigtings- of vogdigtingswerk verrig;

houtmasjienerwerk; masjiene opstel; toesig hou oor masjiene;

"seël" die amptelike seëlbewys wat deur die Raad aan werkgew- ers verkoop word;

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

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

"taakwerk" 'n werkstelsel waarvolgens die minimum hoeveel- heid 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;

"bouwerker klas 4" of "3" of "2" 'n werknemer behoorlik by die Raad goedgekeur en geregistreer ooreenkomstig klousule 9, en aan wie die toepaslike registrasiekaart uitgereik is en wat ge- skoolde werk mag verrig slegs in die fasette van geskoolde werk waarvoor hy geregistreer is en soos aangedui op die registrasie- kaart; wat aan hom uitgereik is;

"kwekelingbouwerker klas 4" of "3" of "2" 'n werknemer be- hoorlik by die Raad goedgekeur en geregistreer ooreenkomstig klousule 8, en aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk vir 'n geakkrediteerde opleidingswerkgewer mag verrig in die aangewese ambag waarvoor hy geregistreer is ooreenkomstig die Wet op Mannekragopleiding, 1981;

"loon" dié deel van die besoldiging wat in geld aan 'n werk- nemer betaalbaar is ingevolge klousule 16 ten opsigte van die ge- wone werke in klousule 13 (1) voorgeskryf: Met dien verstande dat indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werke gereeld 'n hoër bedrag betaal as dié in klousule 16 voorgeskryf, dit sodanige hoër bedrag beteken;

"wag" 'n werknemer wat persele patrolleer en eiendom bewaak;

"waterdiger" 'n werknemer wat as sodanig by die Raad geregi- streer is en wat periodiek toesig hou oor werknemers wat waterdig- tings- of vogdigtingswerksaamhede verrig;

"waterdigtingspanleier" 'n werknemer wat as sodanig by die Raad geregistreer is en wat, onder toesig van 'n waterdiger, een of meer van die volgende werksaamhede verrig:

(a) Strenge toesig hou oor waterdigtingswerkers en algemene werkers wat waterdigtings- of vogdigtingswerksaamhede verrig;

"waterproofing worker" means an employee who is registered as such with the Council and who, under the supervision of a waterproofer and the close supervision of a waterproofing team leader, is engaged in one or more of the following activities:

(a) Waterproofing and damp proofing of all horizontal, sloping or vertical surfaces (including all types of tanking) with all types of roofing membranes, sheetings and liquid or semi-liquid or mastic coatings;

(b) applying protective paint and/or coating to waterproofing surfaces;

(c) all other work in connection with waterproofing and damp proofing;

"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".

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 who enters the Industry on or after the date on which this Agreement comes into operation shall, within 21 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 of or 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.

(b) waterdigting en vogdigting van alle horisontale, skuins en vertikale oppervlakke (met inbegrip van alle soort waterdigmaking) met alle soorte dakmembrane, dakstroke en vloebare of halfvloebare of mastiklae, maar nie warm, gemengde mastikasfalt-waterdigting nie;

"waterdigtingswerker" 'n werknemer wat as sodanig by die Raad geregistreer is en wat, onder toesig van 'n waterdiger en die strenge toesig van 'n waterdigtingspanleier, een of meer van die volgende werksaamhede verrig:

(a) Waterdigting en vogdigting van alle horisontale, skuins of vertikale oppervlakke (met inbegrip van alle soort waterdigmaking) met alle soorte dakmembrane, dakstroke en vloebare of halfvloebare of mastiklae;

(b) beskermende verf en/of lae aan waterdigtingsoppervlakke aanwend;

(c) alle ander werk in verband met waterdigting en vogdigting;

"werkende werkgewer" of "vennoot" 'n werkgewer of 'n vennoot wat 'n werkgewer is en wat self werk verrig wat in die omskrywing van "Bounywerheid" ingesluit word.

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 wat op of na die datum waarop hierdie Ooreenkoms in werking tree tot die Nywerheid toetree, moet binne 21 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 Ongevallekommissaris en die Ontvanger van Inkomste aan werkgewers uitgereik is.

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

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

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

(c) Indien die vennootskapsooreenkoms 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 die bepalings van die vennootskapsooreenkoms wat nie ingesluit is in die vennootskapsooreenkoms wat by die Raad ingedien is nie.

(d) Enige mededeling 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 verstrek.

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

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

(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 that date shall, 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, and
- (iv) two weeks' contributions to the Medical Aid Fund in terms of clause 9 (1) and (2) of Government Notice 1920 of 27 October 1972 or any subsequent medical aid fund agreement.

(b) Notwithstanding anything to the contrary herein contained, the guarantee shall not be for an amount of less than R500 and need not be for more than R10 000, 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, 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 deposit shall at no times be less than R500.

(f) Notwithstanding the provisions of paragraph (e) above, the Council shall have the right to refuse to permit 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 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) An employer who purchases stamps from the Council, but fails or omits to issue such stamps to the employees concerned on the due date, shall pay interest to the Council at the rate of 18 per cent per annum on the value of such stamps, calculated from the date on which they should have been issued to the date on which they were actually issued.

(c) 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.

(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 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 waarborg verskaf 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 se bydraes en toelaes aan werknemers kragtens klousules 20, 28, 29, 30, 31, 32, 33, 34 en 35, en

(iv) twee weke se bydraes tot die Mediese Hulpfonds kragtens klousule 9 (1) en (2) van Goewermentskennisgewing 1920 van 27 Oktober 1972 of 'n daaropvolgende mediese hulpfondsooreenkoms.

(b) Ondanks andersluidende bepalings hierin vervat, moet die waarborg vir 'n bedrag van minstens R500 wees en dit hoef nie vir meer as R10 000 te wees nie, ongeag die getal werknemers in diens van die werkgever.

(c) Ondanks andersluidende bepalings hierin 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 se boedel, het die likwidateur of trustee van die werkgever, na gelang van die geval, geen reg van watter aard ook al 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 goeëdunke mag besluit] aanwend ter nakoming van die werkgever se verpligting(e) ooreenkomstig klousules 16, 20, 28, 29, 30, 31, 32, 33, 34 en 35 en die bydraes in paragraaf (a) (iv) bedoel, 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 ooreenkomstig 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 sodanige vermindering regverdig: Met dien verstande dat die bedrag van sodanige waarborg te gener tyd minder as R500 mag wees nie.

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

(8) Die Raad het die bevoegdheid om te eniger tyd van 'n werkgever te 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, verstrek 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 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) 'n Werkgever wat seëls van die Raad koop, maar wat versuim of nalaat om die seëls op die vervaldatum aan die betrokke werknemers uit te reik, moet aan die Raad rente teen 18 persent per jaar op die waarde van sodanige seëls betaal, bereken vanaf die datum waarop hulle uitgereik moes gewees het tot op die datum waarop hulle werklik uitgereik is.

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

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 60 cm by 45 cm or a notice-board approved by the Council showing clearly the name and trading name of the company or partnership 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. ENGAGEMENT OF EMPLOYEES

(1) Subject to the provisions of subclause (3) and of section 51 (10) of the Act—

(a) no member of any of the trade unions shall accept employment with any employer who is not a member of any of the employers' organisations as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement become a member of any one of the employers' organisations or shall remain in the employment of any employer whose membership of any of the employers' organisations has been terminated;

(b) no member of any of the employers' organisations shall employ any employee who is not a member of any of the trade unions as at the date of coming into operation of this Agreement or who does not become a member of such trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement.

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

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

(a) to apprentices, and to employees for whom wages are prescribed in clause 16 (1) (a), (b), (c), (d), (e), (f), (g), and (i);

(b) to foremen;

(c) where membership to a party to this Agreement has been refused without reasonable cause in the opinion of the Council, and the employee or employer concerned reported such refusal to the Council within 14 days;

(d) to an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in this industry refused any invitation from the trade union concerned to become a member of it, the provisions of the clause shall immediately come into operation;

(e) unless an employee whose services may not be utilised in terms of subclause (1) can be replaced through the agency of the trade unions by an employee in possession of a valid membership card;

(f) to the employment of any employee who, in the opinion of the Minister, has a good cause for objecting to becoming or remaining a member of a trade union.

7. EMPLOYMENT OF MINORS

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

8. PROBATIONARY TRAINEE TRADESMEN AND TRAINEE TRADESMEN

(1) Only an accredited training employer shall employ any person as a probationary trainee tradesman or trainee tradesman (herein after referred to as "trainee") after such trainee has been properly registered by the Council and has been issued with the appropriate registration card by the Council indicating the period of traineeship and the facets of skilled work that may be performed by the trainee: Provided that such registration shall not be made in the case of a minor: Provided further that a traineeship shall not be granted by the Council in respect of any prospective trainee who is, in the opinion of the Council, eligible for indentureship as an apprentice in terms of the Manpower Training Act, 1981, in the trade concerned.

5. KENNISGEWINGBORD

(1) Elke werkgever en alle werkgevers in vennootskap moet, wanneer bouwerk verrig word, 'n kennisgewingbord van minstens 60 cm by 45 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 die handelsnaam van die maatskappy of vennootskap en die 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 Association is.

6. INDIENSNEEMING VAN WERKNEMERS

(1) Behoudens subklousule (3) en artikel 51 (10) van die Wet—

(a) mag geen lid van enigen van die vakverenigings werk aanneem by 'n werkgever wat nie lid van enigen van die werkgevers-organisasies is nie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerking-treding van hierdie Ooreenkoms geskied, lid van enigen van die werkgeversorganisasies word nie of in die diens bly van 'n werkgever wie se lidmaatskap van een van die werkgeversorganisasies beëindig is nie;

(b) mag geen lid van enigen van die werkgeversorganisasies 'n werknemer in diens neem wat nie lid van enigen van die vakverenigings is op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerking-treding van die Ooreenkoms geskied, 'n lid van sodanige vakvereniging word nie.

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

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

(a) op vakleerlinge en op werknemers vir wie daar lone voorgeskryf word in klousule 16 (1) (a), (b), (c), (d), (e), (f), (g) en (i);

(b) op voormanne;

(c) waar lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder redelike gronde geweier is, en die betrokke werknemer of werkgever sodanige weiering binne 14 dae by die Raad aangemeld het;

(d) op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika: Met dien verstande dat, as 'n immigrant te eniger tyd na verloop van die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, geweier het om op uitnodiging van die betrokke vakvereniging lid daarvan te word, hierdie klousule onmiddellik in werking tree;

(e) tensy 'n werknemer wie se dienste nie ingevolge subklousule (1) hiervan gebruik mag word nie, deur tussenkoms van die vakverenigings vervang kan word deur 'n werknemer wat in besit is van 'n geldige lidmaatskapkaart;

(f) op die indiensneming van 'n werknemer wat na die mening van die Minister 'n grondige beswaar daarteen het om lid te word of om lid te bly van 'n vakvereniging.

7. INDIENSNEEMING VAN MINDERJARIGES

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

8. PROEFKWEKELINGBOUWERKERS EN KWEKELINGBOUWERKERS

(1) Net 'n geakkrediteerde opleidingswerkgever mag 'n persoon in diens neem as proefkwekelingbouwerker of kwekelingbouwerker (hierna "kwekeling" genoem) en slegs nadat die kwekeling behoorlik by die Raad geregistreer en die toepaslike registrasiekaart deur die Raad aan hom uitgereik is, wat die tydperk van kwekelingskap en die fasette van geskoolde werk wat hy mag uitvoer, aandui: Met dien verstande dat registrasie nie aan 'n minderjarige verleen word nie: Voorts met dien verstande dat kwekelingskap nie deur die Raad aan 'n voornemende kwekeling verleen word nie, indien hy, na die mening van die Raad, geskik is om as 'n vakleerling in die betrokke ambag ingevolge die Wet op Mannekragopleiding, 1981, ingeboek te word.

(2) Application to register as a trainee shall be made to the Council in the form and manner prescribed which shall provide, inter alia, for the furnishing of the following particulars:

- (a) The full name and date of birth or age of the applicant trainee;
- (b) the designated trade he is to learn;
- (c) proof that the prospective trainee has passed a recognised aptitude test; and
- (d) a letter from the accredited training employer indicating that the employer will employ him once he is registered.

(3) Notwithstanding anything to the contrary, the Council may at any time by giving 30 days' notice, in writing, cancel the registration of a trainee if it considers that there is good reason to do so. Provided that a trainee will be automatically deregistered and shall return his registration card to the Council if more than two years have elapsed from the time he was first registered as a trainee, Class 4, 3 or 2.

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

(5) The Council shall require that the trainee tradesman undergo practical instruction at the Building Industry Training College or any other nominated training institution and do such proficiency tests as may be prescribed by the Council and the trainee shall qualify for promotion to the next class of trainee as follows:

(a) A probationary trainee tradesman shall be registered as a trainee tradesman, Class 4, after he has been employed as such for a maximum of 120 consecutive calendar days and provides the Council with a letter of reference from an accredited training employer who shall employ him as a trainee tradesman, Class 4.

(b) A trainee tradesman, Class 4, shall be registered as a trainee tradesman, Class 3—

(i) on having been employed in his trade with accredited training employers as a trainee tradesman, Class 4, for a minimum of 26 weeks; and

(ii) attended a recognised training institution for instruction in his trade for the prescribed period of 12 weeks; and

(iii) passed a minimum of 55 per cent of the course content for his trade.

(c) A trainee tradesman, Class 3, shall be registered as a trainee tradesman, Class 2—

(i) on having been employed in his trade with accredited training employers as a trainee tradesman, Class 3, for a minimum of 34 weeks; and

(ii) attended a recognised training institution for instruction in his trade for the prescribed period of three weeks; and

(iii) passed a minimum of 75 per cent of the course content for his trade.

(d) A trainee tradesman, Class 2, shall be registered as an artisan—

(i) on having been employed in his trade with accredited training employers as a trainee tradesman, Class 2, for a minimum of 32 weeks; and

(ii) attended a recognised training institution for instruction in his trade for the prescribed period of three weeks; and

(iii) passed a minimum of 100 per cent of the course content for his trade.

(6) (a) No employer shall employ any person, other than a monthly-paid employee acting in a supervisory capacity, an apprentice, a registered tradesman or an employee for whom wages are prescribed in clause 16 (1) (h), to perform skilled work unless such person is in possession of a certificate of registration as a probationary trainee tradesman or trainee tradesman issued in terms of this clause.

(2) Aansoek om registrasie as kwekeling moet by die Raad gedoen word in die vorm en op 'n wyse soos voorgeskryf waarin onder andere voorsiening gemaak moet word vir die verskaffing van die volgende besonderhede:

(a) Die volle naam en geboortedatum of ouderdom van die voornemende kwekeling;

(b) die aangewese ambag wat die kwekeling wil leer;

(c) bewyse dat die voornemende kwekeling 'n erkende aanlegtoets met welslae afgeleë het; en

(d) 'n brief deur die geakkrediteerde opleidingswerkgewer aan die Raad gerig wat aandui dat sodanige werkgewer hom in diens sal neem sodra hy geregistreer is.

(3) Ondanks andersluidende bepalings kan die Raad te eniger tyd deur 30 dae skriftelik kennis te gee, die registrasie van die kwekeling kanselleer as hy van mening is dat daar goeie redes daarvoor bestaan. Met dien verstande dat sodra 'n kwekeling meer as twee jaar as 'n kwekeling klas 4, 3 of 2 geregistreer was, die kwekeling se registrasie outomaties geskrap word en dat die registrasiekaart aan die Raad terugbesorg moet word.

(4) Die Raad het die reg om te vereis dat 'n kwekelingbouwerker gedurende sy opleidingstydperk opleiding ontvang onder enige bevoegdheidsgebaseerde modulêre opleidingstelsel wat van tyd tot tyd deur die Raad goedgekeur word, of, waar daar geen geskikte bevoegdheidsgebaseerde modulêre opleidingstelsel bestaan nie, dat opleiding by 'n geakkrediteerde opleidingswerkgewer, deur die Raad aangewys, plaasvind.

(5) Die Raad moet vereis dat kwekelingbouwerkers praktiese onderrig by die Bounywerheid se Opleidingskollege of enige ander bepaalde opleidingsinrigting ondergaan, en dat hulle vaardigheidstoetse, soos deur die Raad voorgeskryf, aflê, en die kwekelinge kwalifiseer dan om soos volg na die volgende klas kwekeling bevorder te word:

(a) 'n Proefkwekelingbouwerker moet as 'n kwekelingbouwerker klas 4 geregistreer word nadat hy as sodanig hoogstens 120 agtereenvolgende kalenderdae in diens was en die Raad voorsien van 'n verwysingsbrief van 'n geakkrediteerde opleidingswerkgewer wat hom as 'n kwekelingbouwerker klas 4 in diens moet neem.

(b) 'n Kwekelingbouwerker klas 4 moet as 'n kwekelingbouwerker klas 3 geregistreer word—

(i) nadat hy as kwekelingbouwerker klas 4 by 'n geakkrediteerde opleidingswerkgewer vir minstens 26 weke in diens was; en

(ii) vir die voorgeskrewe 12 weke by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en

(iii) in 'n minimum van 55 persent van die kursushoud vir sy ambag geslaag het.

(c) 'n Kwekelingbouwerker klas 3 moet as 'n kwekelingbouwerker klas 2 geregistreer word—

(i) nadat hy as kwekelingbouwerker klas 3 by 'n geakkrediteerde opleidingswerkgewer vir minstens 34 weke in sy ambag in diens was; en

(ii) vir die voorgeskrewe drie weke by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en

(iii) in 'n minimum van 75 persent van die kursushoud vir sy ambag geslaag het.

(d) 'n Kwekelingbouwerker klas 2 moet as 'n ambagsman geregistreer word—

(i) nadat hy as 'n kwekelingbouwerker klas 2 by 'n geakkrediteerde opleidingswerkgewer vir minstens 32 weke in sy ambag in diens was; en

(ii) vir die voorgeskrewe drie weke by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het;

(iii) in 'n minimum van 100 persent van die kursushoud vir sy ambag geslaag het.

(6) (a) Geen werkgewer mag iemand, uitgesonderd 'n maandeliks besoldigde werknemer wat in 'n toesighoudende hoedanigheid optree, vakleerling, geregistreerde bouwerker of 'n werknemer vir wie lone voorgeskryf word in klousule 16 (1) (h), in diens neem om geskoolde werk te verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat as 'n proefkwekelingbouwerker of kwekelingbouwerker wat ingevolge hierdie klousule aan hom uitgereik is.

(b) No person, other than a monthly-paid employee acting in a supervisory capacity, an apprentice, a registered tradesman or an employee for whom wages are prescribed in clause 16 (1) (h), shall perform skilled work unless such person is in possession of a certificate of registration as a probationary trainee tradesman or trainee tradesman issued to him in terms of this clause.

(7) The Council shall issue each approved probationary trainee tradesman and trainee tradesman with a logbook in which the accredited training employer shall clearly enter and indicate the periods worked with such employer and the type of training undergone by the trainee, and if such trainee is employed by other accredited training employers to receive further training his logbook shall be similarly completed by such other accredited training employers.

(8) *Continuation of contracts of traineeship and learnership.*—(a) Any employee who, at the date on which this Agreement comes into operation, is employed as a trainee or learner under a written contract of learnership registered in accordance with the provisions of a Former Agreement of this Council, shall continue to be employed in terms of the conditions of such contract of traineeship or learnership until the expiration thereof and as provided for in such Former Agreement.

(b) For the purposes of paragraph (a), the provisions of clauses 8 and 9, or any exemption granted by the Council in connection therewith, of the Former Agreement shall be deemed to be incorporated in this Agreement and such exemption shall continue to apply.

9. REGISTRATION OF EMPLOYEES

(1) *Registration of tradesmen, Class 4.*—Any person who has either—

(a) been registered as a trainee tradesman, Class 4, as provided in clause 8, and has failed to pass 55 per cent of the modules making up the course content for his trade during the two-year traineeship period;

(b) or been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and who fails to pass 55 per cent of the modules making up the course content for his trade to enable him to progress to a trainee tradesman, Class 3;

shall apply to the Council, in such a form as may be prescribed by the Council, to be registered as a tradesman, Class 4, and he shall be issued with the appropriate registration card: Provided that he may only perform or be required to perform those facets of skilled work that fall within the modules for which he has obtained a pass mark.

(2) *Registration of tradesmen, Class 3.*—Any person who has either—

(a) been registered as a trainee tradesman, Class 3, as provided in clause 8, and has failed to pass 75 per cent of the modules making up the course content for his trade during his two-year traineeship period to enable him to progress to the level of a trainee tradesman, Class 2;

(b) or been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and who fails to pass 75 per cent of the modules making up the course content of his trade to enable him to progress to a trainee tradesman, Class 2;

shall apply to the Council in such a form as may be prescribed by the Council, to be registered as a tradesman, Class 3, and he shall be issued with the appropriate registration card: Provided that he may only perform or be required to perform those facets of skilled work that fall within the modules for which he has obtained a passmark.

(3) *Registration of tradesmen, Class 2.*—Any person who has either—

(a) been registered as a trainee tradesman, Class 2, as provided in clause 8, and has failed to pass all of the modules making up the course content for his trade during his two year traineeship period to enable him to progress to the level of an artisan; or

(b) or who has been employed in the Building Industry outside the area of jurisdiction of the Council as a skilled worker and who fails the test for the level of competency equivalent to that prescribed to progress to an artisan;

(b) Geen werknemer, uitgesonderd 'n maandeliks besoldigde werknemer wat in 'n toesighoudende hoedanigheid aftree, 'n vakleerling, 'n geregistreerde bouwerker of 'n werknemer vir wie lone in klousule 16 (1) (h) voorgeskryf word, mag geskoolde werk verrig nie, tensy so iemand in besit is van 'n registrasiesertifikaat as proefkwekelingbouwerker of kwekelingbouwerker wat ingevolge hierdie klousule aan hom uitgereik is.

(7) Die Raad moet aan elke goedgekeurde proefkwekelingbouwerker en kwekelingsbouwerk 'n logboek uitreik waarin die geakkrediteerde opleidingswerkgewer die tydperk gewerk en opleiding ondergaan by die werkgewer duidelik moet aandui, en indien die kwekeling vir verdere opleiding deur ander geakkrediteerde opleidingswerkgewers in diens geneem word, moet sy logboek op dieselfde wyse deur dié ander geakkrediteerde opleidingswerkgewers ingevul word.

(8) *Voltooiing van kwekeling- en leerlingkontrakte.*—(a) Enige werknemer wat ten tye van die inwerkingtreding van hierdie Ooreenkoms ingevolge 'n skriftelike leerkontrak aangegaan ooreenkomstig 'n Vorige Ooreenkoms van hierdie Raad in diens is as 'n kwekeling of 'n leerling, moet voortgaan met sy diens ingevolge die bepalings van sodanige kontrak tot die verstryking daarvan en volgens die bepalings van sodanige Vorige Ooreenkoms.

(b) Vir die toepassing van paragraaf (a) moet die bepalings van klousules 8 en 9 van die Vorige Ooreenkoms, of enige vrystelling deur die Raad in verband daarmee toegestaan, beskou word as deel van hierdie Ooreenkoms en sodanige vrystelling bly van krag.

9. REGISTRASIE VAN WERKNEMERS

(1) *Registrasie van bouwerkers klas 4.*— Enige persoon—

(a) wat of geregistreer is as 'n kwekelingbouwerker klas 4 soos in klousule 8 voorgeskryf, en wat nie in 55 persent van die modules van die kursushoud vir sy ambag, gedurende die tydperk van twee jaar van die kwekelingbouwerkerskap geslaan het nie;

(b) of wat buite die toepassingsbestek van die Raad as 'n geskoolde werker in die Bouwywerheid gewerk het, en wat nie in 55 persent van die modules van die kursushoud vir sy ambag slaag om hom in staat te stel om tot kwekelingbouwerker klas 3 bevorder te word nie;

moet by die Raad aansoek doen op sodanige wyse soos deur die Raad, voorgeskryf om geregistreer te word as bouwerker klas 4, en die toepaslike registrasiekaart moet aan hom uitgereik word: Met dien verstande dat hy net geskoolde werk mag verrig of dat daar net van hom vereis mag word om geskoolde werk te verrig in daardie fasette van geskoolde werk wat in die modules val waarin hy geslaag het.

(2) *Registrasie van bouwerker klas 3.*—Enige persoon—

(a) wat of geregistreer is as 'n kwekelingbouwerker klas 3 soos voorgeskryf in klousule 8, en wat nie in 75 persent van die modules van die kursushoud vir sy ambag gedurende die tydperk van twee jaar van kwekelingskap geslaag het om hom in staat te stel om tot kwekelingbouwerker klas 2 bevorder te word nie;

(b) of wat buite die toepassingsbestek van die Raad in die Bouwywerheid as 'n geskoolde werker gewerk het en wat nie in 75 persent van die modules van die kursushoud vir sy ambag kan slaag om hom in staat te stel en tot kwekelingbouwerker klas 2 bevorder te word nie;

moet by die Raad aansoek doen op sodanige wyse soos deur die Raad voorgeskryf om geregistreer te word as bouwerker klas 3, en die toepaslike registrasiekaart moet aan hom uitgereik word: Met dien verstande dat hy net geskoolde werk mag verrig of dat daar net van hom vereis mag word om geskoolde werk te verrig in daardie fasette van geskoolde werk wat in die modules val waarin hy geslaag het.

(3) *Registrasie van bouwerker klas 2.*—Enige persoon—

(a) wat of geregistreer is as 'n kwekelingbouwerker klas 2 soos voorgeskryf in klousule 8, en wat nie in al die modules van die kursushoud vir sy ambag gedurende die tydperk van twee jaar van kwekelingskap geslaag het om hom in staat te stel om tot ambagsman bevorder te word nie;

(b) of wat buite die toepassingsbestek van die Raad as 'n geskoolde werker in die Bouwywerheid gewerk het en wat nie in die toets vir die vlak van bevoegdheid gelyk aan wat voorgeskryf word om tot ambagsman bevorder te word kan slaag nie;

shall apply to the Council in such a form as may be prescribed by the Council, to be registered as a tradesman Class 2, and he shall be issued with the appropriate registration card: Provided that he may only perform or be required to perform those facets of skilled work that fall within the modules for which he has obtained a pass mark.

(4) *Registration of artisans.* — (a) Any person who has either —

(i) been registered as a trainee tradesman, Class 2, as provided in clause 8 and has passed all the modules required to be passed to enable him to progress to a level of competency required of an artisan; or

(ii) been employed in the Building Industry either in the Cape Peninsula or outside the area of jurisdiction of the Council as a skilled worker, and has achieved a level of competency equivalent to that required of an artisan and who passes or has passed all the modules of such a competency test, as required by the Council; or

(iii) completed a contract of apprenticeship over three years in terms of the Manpower Training Act, 1981, and has passed all the modules required to be passed to enable him to progress to the level of an artisan and has failed the trade test; or

(iv) been completed outside the area of jurisdiction of the Council as a skilled worker and furnishes the Council with such documentary and other proof as the Council may deem necessary to substantiate the applicant's competency;

shall be issued with a certificate of registration as an artisan.

(b) Any person who has been issued with a certificate of registration as an artisan under the Former Agreement of this Council shall continue to be registered as an artisan under this Agreement.

(5) *Registration of craftsmen.* — (a) Any person who is registered as an artisan or who may qualify to be registered as an artisan by the Council and who has —

(i) passed all the modules for the facets of work required for his trade; and

(ii) has been an artisan for three years; and

(iii) has been issued with a National Technical Certificate Part II (N2) or a higher certificate, or passed a special qualifying test as prescribed by the Council, which test shall include his level of literacy in respect of the reading and understanding of building drawings and building specifications;

may 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 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 has been issued with a certificate of registration as a craftsman, or mastercraftsman under the Former Agreement of this Council shall be considered to be registered as a craftsman under this Agreement.

(6) *Reregistration of ceiling and partition workers, waterproofing workers, manufacturing workers, waterproofing team leaders, joinery assemblers, artisans' assistants, blocklayers, carpet fitters, assistant floor layers and machine operators, registered under the Former Agreement.* — (a) Any employee who was registered with the Council as either a ceiling and partition worker, waterproofing worker, manufacturing worker, waterproofing team leader, joinery assembler, artisans' assistant, blocklayer, carpet fitter, assistant floor layer or machine operator under the Former Agreement of this Council, shall within 90 calendar days of the date of this Agreement becoming binding upon employers and employees in the Building Industry, return his old registration certificate to the Council and shall be re-registered by the Council as a tradesman as follows:

Former Agreement job category	Tradesman class
Ceiling and partition worker	4
Waterproofing worker	4
Manufacturing working	4
Waterproofing team leader	3
Joinery assembler	3
Artisan's assistant	2
Blocklayer	2
Carpet fitter	2
Assistant floor layer	2
Machine operator	2

by die Raad aansoek doen op sodanige wyse soos voorgeskryf deur die Raad om geregistreer te word as bouwerker klas 2 en die toepaslike registrasiekaart moet aan hom uitgereik word: Met dien verstande dat hy net geskoolde werk mag verrig of dat daar net van hom vereis mag word om geskoolde werk te verrig in daardie fasette van geskoolde werk wat in die modules val waarin hy geslaag het.

(4) *Registrasie van ambagsmanne.* — (a) Enige persoon wat of —

(i) geregistreer is as 'n kwekelingbouwerkerklas 2, soos voorgeskryf in klousule 8, en wat geslaag het in al die modules waarin daar geslaag moet word om te vorder tot 'n vlak van bevoegdheid wat van 'n ambagsman vereis word; of

(ii) gewerk het as geskoolde werker in die Bounywerheid of in die Kaapse Skiereiland of buite die toepassingsbestek van die Raad, en wat 'n vlak van bevoegdheid bereik het gelyk aan wat van 'n ambagsman vereis word en wat slaag of geslaag het in al die modules van sodanige bevoegdheidtoets soos deur die Raad vereis; of

(iii) 'n vakleerlingkontrak oor drie jaar ingevolge die Wet op Mannekragopleiding, 1981, voltooi het, en geslaag het in al die modules waarin daar geslaag moet word om bevorder te word tot ambagsman, maar wat nie in die vaktoets geslaag het nie; of

(iv) buite die toepassingsbestek van die Raad as geskoolde werker gewerk het en aan die Raad dokumentêre of ander bewyse lewer soos die Raad nodig mag ag om die bevoegdheid van die applikant te staaf;

moet van 'n registrasiesertifikaat as ambagsman voorsien word.

(b) Enige persoon aan wie 'n registrasiesertifikaat as ambagsman ingevolge die Vorige Ooreenkoms van hierdie Raad uitgereik was, moet geag word kragtens hierdie Ooreenkoms as ambagsman geregistreer te wees.

(5) *Registrasie van vakmanne.* — (a) Enige persoon wat geregistreer is as 'n ambagsman of wat kwalifiseer om deur die Raad geregistreer te word as 'n ambagsman en —

(i) wat geslaag het in al die modules vir die fasette van die werk wat vir sy ambag, vereis word; en

(ii) wat reeds drie jaar lank 'n ambagsman is; en

(iii) aan wie 'n Nasionale Tegiese Sertifikaat Deel II (N2) of 'n hoër sertifikaat uitgereik is, of wat geslaag het in 'n spesiale kwalifiserende toets soos deur die Raad voorgeskryf wat sy vlak van geleterdheid ten opsigte van die lees en begrip van boutekeninge en bouspesifikasies moet insluit;

kan by die Raad aansoek doen, in sodanige vorm soos deur die Raad van tyd tot tyd voorgeskryf, dat 'n registrasiesertifikaat as vakman aan hom uitgereik word, en hy moet aan die Raad dokumentêre bewyse lewer soos deur die Raad verlang, om te staaf dat hy vir 'n sertifikaat kwalifiseer.

(b) Enige persoon aan wie 'n registrasiesertifikaat as vakman of meestervakman kragtens die Vorige Ooreenkoms van hierdie Raad uitgereik was, moet geag word kragtens hierdie Ooreenkoms as 'n vakman geregistreer te wees.

(6) *Herregistrasie van plafon- en afskortingswerkers, waterdigtingswerkers, vervaardigingswerkers, waterdigtingspanleiers, skrynwerkmonteurs, ambagsman se assistente, bloklêers, matpassers, assistent-vloerleërs en masjienbedieners geregistreer kragtens die Vorige Ooreenkoms.* — (a) 'n Werknemer wat kragtens die Vorige Ooreenkoms as plafon- en afskortingswerker, waterdigtingswerker, vervaardigingswerker, waterdigtingspanleier, skrynwerkmonteur, ambagsman se assistent, bloklêer, matpasser, assistent-vloerleër of masjienbediener by die Raad geregistreer was, moet binne 90 kalenderdae vanaf die datum waarop hierdie Ooreenkoms vir werkgewers en werknemers bindend word sy ou registrasiesertifikaat aan die Raad terugbesorg en hy moet dan soos volg as 'n bouwerker deur die Raad herregistreer word:

Vorige Ooreenkoms ampsbenaming	Bouwerker klas
Plafon- en afskortingswerker	4
Waterdigtingswerker	4
Vervaardigingswerker	4
Waterdigtingspanleier	3
Skrynwerkmonteur	3
Ambagsman se assistent	2
Bloklêer	2
Matponser	2
Assistent-vloerleër	2
Masjienbediener	2

(b) The Council shall issue a new certificate of registration to employees referred to in subclause (6) (a), and who apply for such registration, and the new registration certificate shall denote the category of worker under which the employee was registered under the Former Agreement.

(c) No employer shall employ any person, other than a skilled employee, to perform any one or more of the operations referred to in the definitions of the categories of employees referred to in subclause (6) (a) unless such person produces a certificate of registration issued to him in terms of this subclause.

(9) *Registration cards.*—(a) For the purpose of identification of registered employees, the certificate of registration referred to in this clause shall take the form of an identity card, bearing, *inter alia*, a clear, full-face photograph of the holder, his name, occupation and Holiday Fund number and such additional information as the Council may from time to time in its discretion prescribe, and such card shall be carried on his person by the holder while he is engaged in the performance of the work in respect of which he is registered with the Council.

(b) The Council may recover from each person to whom such an identity card has been issued a portion of the cost of production of such card, such portion to be determined by the Council from time to time: Provided that such portion shall not exceed R2,00 per card issued: Provided further that where a duplicate has to be issued to replace one lost by the holder, the whole cost of such replacement may be recovered from the holder by the Council.

(c) Every employee who has been registered in terms of this clause shall, upon accepting employment in the Industry, produce his identity card to his employer and also to any agent of the Council on request.

(d) Every employee who has been registered in terms of this clause and who is a member of any of the trade unions which are parties to this Agreement shall, upon being requested to do so by an organiser official of the trade union concerned, produce his identity card.

(e) The identity card issued in terms of this clause shall be retained by the holder while he is employed in the Industry, but the Council shall have the right to amend or withdraw such card at any time and the holder shall surrender such card to the Council on demand.

10. PROHIBITED EMPLOYMENT

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

(2) No employer, foreman, artisan, 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 skilled work.

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

(4) No employee, whilst in the employ of an employer in the Industry, shall, without the prior permission of the Council, solicit, undertake or perform any work described or defined in this Agreement, outside the Industry or in the Industry, for any employer other than the one by whom he is so employed, whether for remuneration or not, on any public holiday or during the annual close period specified in clause 15 or outside hours of work prescribed in clause 13: Provided that such employee may perform such work for himself on any building or structure owned or rented by him.

(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.

(b) Die Raad moet 'n nuwe registrasiesertifikaat uitreik aan werknemers in subklousule (6) (a) bedoel en wat om herregistrasie aansoek doen, en die nuwe registrasiesertifikaat moet die kategorie aandui waaronder die werknemer kragtens die Vorige Ooreenkoms geregistreer was.

(c) Geen werkgewer mag enige persoon, uitgesonderd 'n geskoolde werknemer, in diens neem om een of meer van die werksaamhede te verrig wat genoem word in die omskrywings van die kategorieë werknemers in subklousule 6 (a) bedoel nie, tensy sodanige persoon 'n registrasiesertifikaat toon wat kragtens hierdie subklousule aan hom uitgereik is.

(9) *Registrasiekaarte.*—(a) Ter identifisering van geregistreerde werknemers, moet die registrasiesertifikaat in hierdie klousule bedoel, die vorm aanneem van 'n identiteitskaart wat onder meer 'n duidelike, volgesigfoto van die houer, sy naam, beroep en Vakansiefondsnummer bevat en sodanige bykomende inligting as wat die Raad van tyd tot tyd na goeddunke voorskryf, en die houer moet sodanige kaart by hom dra terwyl hy die werk verrig waarvoor hy by die Raad geregistreer is.

(b) Die Raad kan op elke persoon aan wie sodanige identiteitskaart uitgereik is 'n gedeelte van die produksiekoste daarvan verhaal, en dié gedeelte moet van tyd tot tyd deur die Raad bepaal word: Met dien verstande dat sodanige gedeelte hoogstens R2,00 per uitgereikte kaart beloop: Voorts met dien verstande dat waar 'n duplikaat uitgereik moet word om een wat deur die houer verloor is te vervang, die totale koste van sodanige vervanging deur die Raad op die houer verhaal kan word.

(c) Elke werknemer wat ingevolge hierdie klousule geregistreer is, moet by diensaanvaarding in die Nywerheid sy identiteitskaart aan sy werkgewer toon en op versoek ook aan 'n agent van die Raad.

(d) Elke werknemer wat ingevolge hierdie klousule geregistreer is, en wat lid is van enigeen van die vakverenigings wat partye is by hierdie Ooreenkoms moet, wanneer hy deur 'n organiserende beampte van die betrokke vakvereniging daartoe versoek word, sy identiteitskaart toon.

(e) Die identiteitskaart uitgereik ingevolge hierdie klousule moet deur die houer behou word terwyl hy in die Nywerheid werksaam is, maar die Raad kan sodanige kaart te eniger tyd wysig of intrek en die houer moet sodanige kaart dan op aanvraag aan die Raad terugborsorg.

10. VERBODE INDIENSNEMING

(1) Geen werkgewer mag van iemand, uitgesonderd 'n geregistreerde bouwerker, ambagsman, vakman, meestervakman of voorman, vereis of hom toelaat om geskoolde werk in die Nywerheid te verrig nie: Met dien verstande dat hierdie verbod nie van toepassing is op 'n werknemer wat 'n geregistreerde vakleerlingskapkontrak indien, of op 'n kwekeling wat 'n opleidingstydperk ingevolge die Wet op Mannekragopleiding, 1981, uittien, of op iemand wat ingevolge klousule 8 as 'n kwekelingbouwerker by die Raad geregistreer is nie.

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

(3) Geen werknemer, uitgesonderd dié in subklousule (1) hiervan bedoel, mag geskoolde werk in die Nywerheid verrig nie.

(4) Geen werknemer mag, terwyl hy in diens van 'n werkgewer in die Nywerheid is, sonder die toestemming vooraf van die Raad, hetsy vir vergoeding al dan nie, op 'n openbare vakansiedag of gedurende die jaarlikse geslote tydperk in klousule 15 gespesifiseer of buite die werkure in klousule 13 voorgeskryf werk wat in hierdie Ooreenkoms beskryf of omskryf word buite of binne die Nywerheid soek, onderneem of uitvoer vir 'n werkgewer nie, behalwe vir die werkgewer by wie hy aldus in diens is: Met dien verstande dat sodanige werknemer sodanige werk vir homself kan uitvoer op 'n gebou of bouwerk wat aan hom behoort of wat deur hom gehuur word.

(5) Behoudens artikel 83 van die Wet en ondanks andersluidende 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 werkgewer 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 werkgewer voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige aanstelling of indiensneming nie verbied was nie.

11. 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 a labour-only contractor 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.

12. TRANSPORT, WALKING TIME AND LODGING ALLOWANCE

(1) In addition to other remuneration payable in terms of this Agreement, an employer shall pay each employee for whom wages are prescribed in clause 16 (1), excluding watchmen, an allowance of 25c per hour in respect of ordinary time worked on Saturdays, public holidays, holiday periods and Sundays, such allowance to be deemed to be a walking time and/or transport allowance: Provided that such allowance shall not be payable in the case of an employee to whom the provisions of subclause (2) apply.

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

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

(b) suitable sleeping accommodation in proximity to the place of work or an allowance equal to the cost of accommodation at the nearest one-star hotel (excluding meals) in lieu thereof in respect of every night such employee spends away from his ordinary place of residence.

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

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

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

(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;

11. VERBOD OP STUKWERK, TAAKWERK EN SLEGS-ARBEID-KONTRAKTE

(1) Die uitbesteding deur 'n werkgewer 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 werkgewer 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 as dié in hierdie Ooreenkoms voorgeskryf nie: 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 enigene van die partye aan die Raad vir 'n beslissing voorgelê word.

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

(b) Geen werkgewer mag werk op 'n subkontrakgrondslag uitbesteek aan 'n slegs-arbeid-kontrakteur nie tensy sodanige slegs-arbeid-kontrakteur ingevolge klousule 4 by die Raad as 'n werkgewer geregistreer is, en die onus rus op die werkgewer wat sodanige werk uitbesteek om homself daarvan te oortuig dat die betrokke slegs-arbeid-kontrakteur aldus geregistreer is.

12. VERVOER-, LOOPTYD- EN LOSIESTOELAE

(1) Benewens die ander besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, moet 'n werkgewer aan elke werknemer vir wie lone in klousule 16 (1) voorgeskryf word, uitgesonderd wagte, 'n toelae van 25c per uur betaal ten opsigte van gewone tyd gewerk en oortydwerk wat op Saterdag, openbare vakansiedae, vakansietydperke en Sondae verrig is, en sodanige toelae word geag 'n looptyd- en/of vervoertoelae te wees: Met dien verstande dat sodanige toelae nie betaalbaar is in die geval van 'n werknemer op wie subklousule (2) van toepassing is nie.

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

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

(b) geskikte slaapplek naby die werkplek of 'n toelae gelyk aan die koste vir verblyf by die naaste eensterhotel (uitgesonderd etes) in plaas daarvan ten opsigte van elke nag wat so 'n werknemer weg van sy gewone woonplek af deurbring.

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

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

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

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

(b) op enigene 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 the case of motor vehicle drivers:

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

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

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

(ii) in the case of employees engaged in performing unskilled work—

(aa) for more than 42 hours and 30 minutes in any week;

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

(ac) before 07h00 or after 17h05 except on Fridays when finishing time shall be not later than 17h00;

(iii) in the case of all other employees—

(aa) for more than 40 hours in any week;

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

(ac) before 07h00 or after 17h00.

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

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

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

(iii) an employer may agree with his employees to reduce the period of such meal interval to not less than half an hour, and in that event and after the employer has lodged a statement of such agreement with the Council, the meal interval may be reduced.

(3) *Rest intervals.*—An employer shall grant to each of his employees a rest interval of not less than 15 minutes as near as possible in the middle of each morning work period, and 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. The latter interval shall be deemed to be part of the ordinary hours of work of such employee.

(4) *Shift work.*—Subject to the consent of the Council, an employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours, except under the conditions prescribed in subclauses (6), (7) and (8). One of these shifts shall be worked during the ordinary hours of work prescribed in subclause (1) (e). An employee working any shift other than the shift during the ordinary hours of work shall receive the wages payable under clause 16, plus 15 per cent: Provided that the provisions of this subclause shall not apply to watchmen.

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

(6) *Limitation of overtime.*—(a) An employer may require or permit his employees to work overtime for a period not exceeding two hours daily from Mondays to Fridays inclusive and between 07h00 and 17h00 on Saturdays: 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.

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

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

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

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

(ii) in die geval van werknemers wat ongeskoolde werk verrig—

(aa) vir meer as 42 uur en 30 minute in 'n week;

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

(ac) voor 07h00 of na 17h05, behalwe op Vrydae wanneer uitskeityd nie later as 17h00 mag wees nie;

(iii) in die geval van alle ander werknemers—

(aa) vir meer as 40 uur in 'n week;

(ab) vir meer as agt uur daaglik vanaf Maandag tot en met Vrydag; en

(ac) voor 07h00 of na 17h00.

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

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

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

(iii) 'n werkgewer met sy werknemers kan ooreenkom om die tydperk van sodanige etenspouse na minstens 'n halfuur te verminder en in daardie geval en nadat die werkgewer 'n staat van sodanige ooreenkoms by die Raad ingedien het, kan die etenspouse verminder word.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers 'n ruspouse van minstens 15 minute, so na doenlik aan die middel van elke werktydperk in die voormiddag, en 'n ruspouse van minstens 10 minute, so na doenlik aan die middel van elke werktydperk in die namiddag, toestaan, en gedurende sodanige ruspouses mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om werk te verrig nie. Laasgenoemde ruspouse moet geag word deel van die gewone werkure van sodanige werknemer uit te maak.

(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: Met dien verstande dat hierdie subklousule nie op 'n wag van toepassing is nie.

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

(6) *beperking van oortydperk.*—(a) 'n Werkgewer kan van sy werknemer vereis of hom toelaat om daaglik van Maandag tot en met Vrydag hoogstens twee uur oortydwerk te verrig en om Saterdag tussen 07h00 tot 17h00 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;

oortyd werk te verrig nie.

(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 contain—

(aa) the name and address of the employer;

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

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

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

(ae) the number of employees in each category.

(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 worked Mondays to Saturdays inclusive—one and one-third times his basic hourly wage in respect of each hour or part of an hour so worked in any week, plus the travelling allowance for work performed on Saturdays;

(b) in respect of overtime worked—

(i) on Sundays and up to the normal starting time on Mondays, twice his basic hourly wage, plus travel allowance, in respect of each hour or part of an hour so worked in any week;

(ii) on the public holidays referred to in clause 15 (1) (b), twice his basic hourly wage, plus travel allowance, in respect of each hour or part of an hour so worked in any week;

(iii) during the holiday periods prescribed in clause 15 (1) (a), one and two third times his basic hourly wage, plus the travelling allowance, in respect of each hour or part of an hour worked.

(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 working week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for the employee's ordinary rate;

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

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

(9) *Employees engaged in patrolling premises and guarding property.*—The provisions of this clause shall not apply to an employee who is engaged in patrolling premises and guarding property: Provided that—

(i) he is granted a day off of 24 consecutive hours in each week of employment:

(ii) an employer may, in terms of an agreement concluded by him with such employee, in lieu of granting him such day off, pay him an amount equal to two days' pay in respect of such day off not granted.

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

(i) in die geval van noodwerk soos omskryf;

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

(aa) Die naam en adres van die werkgewer;

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

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

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

(ae) die getal werknemers in elke klas.

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

(a) vir oortydwerk verrig Maandae tot en met Saterdag—een en 'n derde maal sy basiese uurloon vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het, plus die reistoelae vir werk wat hy op Saterdag verrig;

(b) vir oortydwerk verrig—

(i) op Sondag en tot by die normale aanvangstyd op Maandae, twee maal sy basiese uurloon, plus reistoelae vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het;

(ii) op die openbare vakansiedae in klousule 15 (1) (b) bedoel, twee maal sy basiese uurloon, plus reistoelae vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het;

(iii) gedurende die vakansietydperke in klousule 15 (1) (a) voorgeskryf, een en twee derde maal sy basiese uurloon, plus die reistoelae ten opsigte van elke uur of gedeelte van 'n uur wat hy gewerk het.

(8) (a) Wanneer 'n werknemer in 'n werkweek van sy werk af wegby gedurende enigeen van of al die gewone werkure wat vir sy werkgewer se inrigting geld, kan sodanige gewone werkure wat die werknemer nie gewerk het nie ondanks subklousule (5) 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 bepaalde werkweek nie gewerk het nie meer is as die getal ure waarin hy oortydwerk verrig het, daar vir al sodanige ure van oortydwerk betaal moet word teen die werknemer se gewone loonskaal;

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

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

(9) *Werknemers wat persele patroleer en eiendom bewaak.*—Hierdie klousule is nie van toepassing op 'n werknemer wat persele patroleer en eiendom bewaak nie: Met dien verstande dat—

(i) daar in elke werkweek 'n dag van 24 agtereenvolgende uren diens vry aan hom toegestaan word;

(ii) 'n werkgewer, ooreenkomstig 'n ooreenkoms wat hy met sodanige werknemer aangegaan het, in plaas van hom sodanige dagdiens vry toe te staan, hom 'n bedrag gelyk aan twee dae se loon kan betaal ten opsigte van sodanige diensvrye dag wat nie toegestaan is nie.

14. RECORDS TO BE KEPT BY EMPLOYERS

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

(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 Black 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 or, subject to the provisions of section 57 (1) of the Act, any other form approved by the Council.

15. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

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

(i) commencing at 17h00 on 15 December 1989 and ending at 08h00 on 8 January 1990;

(ii) commencing at 17h00 on 21 December 1990 and ending at 08h00 on 14 January 1991;

(iii) commencing at 17h00 on 20 December 1991 and ending at 08h00 on 13 January 1992;

(iv) commencing at 17h00 on 18 December 1992 and ending at 08h00 on 11 January 1993;

(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 annual leave period or the public holidays referred to in subclause (1) with the prior consent of the Council, shall be paid at the rates laid down in clause 13 (7).

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

16. MINIMUM BASIC 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:

Category of employee	Minimum wage per hour Cents
(a) General worker.....	230
Provided that any employee engaged in unskilled work who in addition to his ordinary work performs the duties of a watchman shall be paid R5 per week extra	
(b) Cleaners.....	161
(c) Tradesmen, Class 4, probationary trainee tradesman, trainee tradesmen, Class 4, and the following categories of employees registered under the provisions of the Former Agreement: Learners in the first year of learnership, ceiling and partition workers, waterproofing workers, manufacturing workers, trainee machine operators during first year of traineeship, apprentices in the first year of apprenticeship and trainee carpet fitters and trainee floor layers serving under contract of traineeship.....	264

14. REGISTERS WAT DEUR WERKGEWERS GEHOUD MOET WORD

(1) Daar word geag dat die bepalings van artikel 57 (1) van die Wet waarin voorgeskryf word dat elke werkgever te alle tye ten opsigte van alle persone in sy diens registers 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 dat die bepalings van alle regulasies wat ingevolge subartikel (2) van genoemde artikel gemaak is, in hierdie Ooreenkoms ingelyf is.

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

(3) Die registers in hierdie klousule bedoel, moet op materiaal van duursame aard in duidelik leesbare letters met ink ingeskryf of ingetip word of, behoudens artikel 57 (1) van die Wet, op 'n ander wyse deur die Raad goedgekeur.

15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

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

(i) wat om 17h00 op 15 Desember 1989 begin en om 08h00 op 8 Januarie 1990 eindig;

(ii) wat om 17h00 op 21 Desember 1990 begin en om 08h00 op 14 Januarie 1991 eindig;

(iii) wat om 17h00 op 20 Desember 1991 begin en om 08h00 op 13 Januarie 1992 eindig;

(iv) wat om 17h00 op 18 Desember 1992 begin en om 08h00 op 11 Januarie 1993 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 jaarlikse verloftydperk of op die openbare vakansiedae in subklousule (1) bedoel, moet besoldig word teen die skale in klousule 13 (7) voorgeskryf.

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

16. MINIMUM BASIESE LONE

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

Klas werknemer	Minimum loon per uur Sent
(a) Algemene werkers.....	230
Met dien verstande dat 'n werknemer wat ongeskoolde werk verrig en benewens sy gewone werk die pligte van 'n wag uitvoer, R5 per week ekstra betaal word	
(b) Skoonmakers.....	161
(c) Bouwerkers klas 4, proefkwekelingbouwerkers, kwekelingbouwerkers klas 4 en die volgende kategorieë werknemers geregistreer ooreenkomstig die bepalings van die Vorige Ooreenkoms: Leerlinge gedurende die eerste jaar van leerlingkap, plafon- en afskortingswerkers, waterdigtingswerkers, vervaardigingswerkers, kwekelingmasjiënbieders, gedurende die eerste jaar as kwekelinge, vakleerlinge in die eerste leerjaar en kwekelingmatpassers en -vloerleërs wat kwekelingkontrakte uitdien.....	264

Category of employee	Minimum wage per hour Cents	Klas werknemer	Minimum loon per uur Sent
(d) Learners in the second year of learnership registered under the provisions of the Former Agreement.....	276	(d) Leerlinge in hul tweede jaar geregistreer ooreenkomstig die bepalings van die Vorige Ooreenkoms	276
(e) Tradesmen, Class 3, trainee tradesmen, Class 3, and the following categories of employees registered under the provisions of the Former Agreement: Learners in the third year of learnership, waterproofing team leaders, joinery assemblers, trainee machine operators during second year of traineeship, trainee blocklayers during year of traineeship and apprentices in the second year of apprenticeship	331	(e) Bouwerkers klas 3, kwekelingbouwerkers klas 3 en die volgende kategorië werknemers geregistreer ooreenkomstig die bepalings van die Vorige Ooreenkoms: Leerlinge in hul derde jaar, waterdigtingspanleiers, skrynwerkmonteurs, kwekelingmasjienbedieners gedurende die tweede jaar as kwekelinge, kwekeling-bloklêers gedurende hul kwekelingjaar en vakleerlinge in hul tweede jaar	331
(f) Tradesmen, Class 2, trainee tradesmen, Class 2, and the following categories of employees registered under the provisions of the Former Agreement: Learners in the fourth year of learnership, artisans' assistants, blocklayers, carpet fitters, assistant floor layers, machine operators and apprentices in the third year of apprenticeship	451	(f) Bouwerkers klas 2, kwekelingbouwerkers klas 2 en die volgende kategorië werknemers geregistreer ooreenkomstig die bepalings van die Vorige Ooreenkoms: Leerlinge in hul vierde jaar, ambagsman se assistente, bloklêers, matpassers, assistent-vloerlêers, masjienbedieners en vakleerlinge in hul derde jaar	451
(g) Drivers/Plant Operators:		(g) Drywers/Masjineriebedieners:	
(i) Drivers of motor vehicles or operators of power-driven plant which require the driver or operator to be in possession of a Code 10 Licence (6 500 kg and over) or a Code 11 Licence (horse and trailer)	356	(i) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 10-lisensie (6 500 kg en meer) of 'n Kode 11-lisensie (voorhaker en sleepwa)	356
(ii) Drivers of motor vehicles or operators of power-driven plant which require the driver to be in possession of a Code 9 Licence (3 000 kg to 6 500 kg)	304	(ii) Drywers van motorvoertuie of bedieners van kragaangedrewe masjinerie waarvoor die drywer of bediener in besit moet wees van 'n Kode 9-lisensie (3 000 kg tot 6 500 kg)	304
(iii) Drivers of all other motor vehicles (Code 8 Licence) and operators of a hoist or drivers of dumpers	247	(iii) Drywers van alle ander motorvoertuie (Kode 8-lisensie) en bedieners van 'n hyser of drywers van stortwaens	247
(h) (i) Artisans engaged in the performance of skilled work in all trades, including carpet layers, ceiling and/or partition erectors, glaziers, roofers, floor layers, water-proofers, motor and plant mechanics and fitters and turners.....	601	(h) (i) Ambagsmanne wat geskoolde werk verrig in alle ambagte, met inbegrip van matlêers, plafon en/of afskortings-oprigters, ruitwerkers, dakwerkers, vloerlêers, waterdigters, motor- en masjienwerktuigkundiges, en pasers en draaiers	601
(ii) Craftsmen (including master craftsmen per the Former Agreement)	676	(ii) Vakmanne (met inbegrip van meester-vakmanne soos bedoel in die Vorige Ooreenkoms)	676
(i) Employees engaged in patrolling premises and guarding property	R116,00 per week	(i) Werknemers wat persele patrolleer en eiendom bewaak	R116,00 per week

(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) *Minors.*—A minor employed with the consent of the Registrar of Manpower Training 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 those prescribed in subclause 16 (1) (c).

(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 were the minimum prescribed in subclause (1) for an employee of his class.

(5) *Dangerous work.*—In addition to the wages prescribed in subclause (1), an employer shall pay 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.

(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) *Minderjariges.*—'n Minderjarige wat met die toestemming van die Registrateur van Mannekragopleiding en ingevolge die Wet op Mannekragopleiding, 1981, vir 'n tydperk sonder 'n leerkontrak in diens geneem word, moet 'n loon ontvang van minstens dié in subklousule 16 (1) (c) voorgeskryf.

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

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

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

(a) classified as dangerous in any statute, provincial ordinance, 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 more than 10 m from ground level in connection with the renovation, alteration or repair of such building or the erection of illuminations or the hanging of bunting;

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

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

(6) *Payment for public holidays.*—(a) In addition to any other remuneration payable in terms of this Agreement, an employer shall remunerate each of his employees in respect of the public holidays Good Friday, Family Day (Easter Monday), Workers' Day, Ascension Day and Republic Day, if they fall on any day from Monday to Friday, at the basic rate of pay and for the normal daily working hours of each such employee: Provided that—

(i) an employee shall not be entitled to such remuneration if he is absent from work on either the normal working day immediately prior to or following the public holiday/s for any reason, except if he is prevented from working due to circumstances beyond his control such as inclement weather, shortage of materials of work, illness supported by a doctor's certificate or is absent with the consent of his employer;

(ii) notwithstanding the provisions of proviso (i) hereof, an employee shall not be entitled to any remuneration in respect of such holiday/s if he has lost normal working time, equal to or in excess of the daily ordinary hours of work prescribed for him, in the specific pay-week in which such holiday falls: Provided that normal working time lost due to circumstances beyond his control such as inclement weather, shortage of materials or work, illness supported by a doctor's certificate or absence with the employer's consent, shall for the purposes of this clause, not be recognised as normal working time lost by the employee.

(b) Remuneration for all other public holidays not mentioned in subclause (a), shall be made by way of weekly contributions as prescribed in clause 28 of this Agreement, and contributions so made shall be paid to the employee by the Council, together with annual leave pay (holiday pay) in December of each year.

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 13h00 and 17h00 but not later than five minutes before the normal closing time on Friday or on termination of employment if such termination takes place before Friday: Provided that—

(i) 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

(ii) 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) Subject to the provisions of clause 18 (1) (c), any employer who fails to make payment on termination of employment as laid down in subclause (1), shall make such payment not later than finishing time on the next working day and shall, subject to a minimum payment in respect of a period of one hour, pay such employee all remuneration in respect of every working hour or part thereof from the time of termination of employment until the time of final payment, which time shall be fixed by the employer who shall give notice thereof, in writing, to the employee.

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

(a) wat as gevaarlik geklassifiseer word in enige wet, provinsiale ordonnansie, munisipale verordening of regulasie wat op die Bouwyerheid 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 of aan die buitekant van 'n gebou (uitgesonderd by die oprigting van 'n nuwe gebou), op of van 'n hangsteier, bootsmanstoel, of 'n dak of skuif-leer verrig word in verband met die opknapping, verbouing of herstel van sodanige gebou of die aanbring van verligting of die ophang van feestooisels;

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

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

(6) *Betaling vir openbare vakansiedae.*—(a) Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer elke werknemer ten opsigte van die openbare vakansiedae Goieie Vrydag, Gesinsdag (Paasmaandag), Werkersdag, Hemelvaartsdag en Republiekdag, indien hulle op enige dag vanaf Maandag tot Vrydag val, besoldig teen die basiese loon en vir die gewone daaglikse werkure van elke sodanige werknemer: Met dien verstande dat—

(i) 'n werknemer nie geregtig is op sodanige besoldiging nie indien hy om watter rede ook al van die werk afwesig is op die gewone werkdag onmiddellik voor of na die openbare vakansiedag of dae, behalwe as hy verhinder word om te werk as gevolg van omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, of siekte gestaaf deur 'n mediese sertifikaat, of afwesig is met die toestemming van sy werkgewer;

(ii) ondanks voorbehoudsbepaling (i) hiervan, 'n werknemer nie geregtig is op besoldiging ten opsigte van sodanige openbare vakansiedag of -dae nie indien hy gedurende die spesifieke betaalweek waarin so 'n vakansiedag of -dae val, gewone werktid verloor het wat gelyk is aan of meer is as die daaglikse gewone werkure soos vir hom voorgeskryf: Met dien verstande dat gewone werktid verloor weens omstandighede buite sy beheer, soos gure weer, 'n tekort aan boumateriaal of werk, siekte gestaaf deur 'n mediese sertifikaat of afwesigheid met die werkgewer se verlof, vir die toepassing van hierdie klousule nie as verlore werktid geag moet word nie.

(b) Besoldiging vir alle ander openbare vakansiedae nie in subklousule (a) genoem nie, moet gemaak word deur middel van weeklikse bydraes soos voorgeskryf in klousule 28 van hierdie Ooreenkoms, en dié bydraes moet in Desember elke jaar deur die Raad aan die werknemer saam met sy jaarlikse verlofgeld (vakansiebetaling) uitbetaal 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 13h00 en 17h00 betaal word maar nie later nie as vyf minute voor die gewone uitskeityd op Vrydag of by diensbeëindiging as dit voor Vrydag plaasvind: Met dien verstande dat—

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

(ii) 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 betaal word, mits sodanige kantoor of werkwinkel binne hierdie Raad se regsgebied val.

(3) Behoudens klousule 18 (1) (c) moet 'n werkgewer wat versuim om, soos in subklousule (1) voorgeskryf, sy werknemer by diensbeëindiging te betaal, so 'n werknemer betaal nie later nie as die uitskeityd op die eersvolgende werkdag en, behoudens 'n minimum betaling ten opsigte van 'n tydperk van een uur, aan so 'n werknemer alle besoldiging betaal ten opsigte van elke werkuur of gedeelte daarvan vanaf die tyd van diensbeëindiging tot die tyd van finale betaling, en laasgenoemde tyd moet vasgestel word deur die werkgewer wat skriftelik kennis daarvan aan die werknemer moet gee.

(4) Every employer shall pay wages, remuneration for overtime, allowances and all other remuneration payable to employees and enclose all stamps to which an employee is entitled in a sealed envelope 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 INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (WESTERN PROVINCE)."

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

- (a) Deductions provided for in clauses 18, 27 and 29;
- (b) deductions provided for in clauses 30 and 32;
- (c) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;
- (d) with the written consent of his employee, a deduction in respect of the repayment or part repayment of any loan or advance on wages owing by such employee to his employer: Provided that such deduction shall not in any one week be more than one-third of the employee's total remuneration;
- (e) with the written consent of his employee, a deduction of subscriptions payable to any of the trade unions which are parties to the Industrial Council for the Building Industry (Western Province);
- (f) deductions provided for in any other agreement of the Council.

18. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Whenever an employer or an employee intends terminating a contract of employment, he shall give the other party one working day's notice of termination of such contract: Provided that if any written contract of employment provides for a period of notice of equal duration for both parties which is longer than that prescribed in this clause, notice shall in accordance with such contract be given over such longer period.

(2) Notice in terms of subclause (1) may be given on any working day, and the period of notice shall terminate at the normal finishing time of the employee on the working day immediately following the day on which notice was given.

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

(4) If notice of termination of a contract of employment is given in terms of subclause (1), the employer shall pay the employee as his wage in respect of the period of notice an amount which shall not be less than an amount equal to the daily wage which the employee was receiving immediately before such notice was given.

(5) Notwithstanding the provisions of subclause (1), an employer or an employee may terminate a contract of employment without notice, provided he pays the employee or pays or forfeits to the employer, as the case may be, an amount which is not less than the appropriate wage which the employer would otherwise have been required to pay the employee in terms of subclause (4), had the contract been terminated with the required notice.

(6) The provisions of this clause shall not effect—

(a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(b) the operation of any forfeiture or penalty which by law may be applicable in respect of an employee who deserts.

(7) 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 lay-off.

(4) Elke werkgewer moet die lone, besoldiging vir oortyd, toelaes en alle ander besoldiging wat aan werknemers verskuldig is, betaal en alle seëls waarop 'n werknemer geregtig is, insluit in 'n verseëelde koevert 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 òf op die voorkant van die koevert òf op '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 ingesluit, bly die eiendom van die werknemer.

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

"ALLE SEËLS MOET ONMIDDELLIK OPGEPLAK WORD IN 'N BYDRAEBOEK WAT VERKRYGBAAR IS VAN DIE NYWERHEIDSRaad VIR DIE BOUNYWERHEID (WESTELIKE PROVINSIE)."

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

- (a) Bedrae waarvoor daar in klousules 18, 27 en 29 voorsiening gemaak word;
- (b) bedrae waarvoor daar in klousules 30 en 32 voorsiening gemaak word;
- (c) 'n bedrag wat 'n werkgewer regtens of kragtens '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 aftrekking in 'n bepaalde week hoogstens 'n derde van die werknemer se totale besoldiging is;
- (e) met die skriftelike toestemming van sy werknemer, die bedrag aan ledegeld wat betaalbaar is aan enigeen van die vakverenigings wat partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie);
- (f) bedrae waarvoor daar in ander ooreenkomste van die Raad voorsiening gemaak word.

18. BEÏNDIGING VAN DIENSKONTRAK

(1) Wanneer 'n werkgewer of 'n werknemer voornemens is om 'n dienskontrak te beëindig, moet hy die ander party een werkdag kennis gee van beëindiging van sodanige kontrak: Met dien verstande dat indien 'n skriftelike dienskontrak voorsiening maak vir 'n kennisgewingstermyn van gelyke duur vir beide partye wat langer is as die termyn wat in hierdie klousule voorgeskryf word, kennis in ooreenstemming met sodanige kontrak oor sodanige langer termyn gegee moet word.

(2) Kennis ingevolge subklousule (1) kan op 'n werkdag gegee word, en die kennisgewingstermyn loop ten einde teen die gewone uitskeityd van die werknemer op die werkdag onmiddellik na die dag waarop kennis gegee is.

(3) Subklousule (1) is nie van toepassing nie tensy 'n werknemer minstens drie agtereenvolgende werkdag vir dieselfde werkgewer gewerk het.

(4) Indien kennis van beëindiging van 'n dienskontrak ingevolge subklousule (1) gegee word, moet die werkgewer die werknemer as sy loon ten opsigte van die kennisgewingstermyn 'n bedrag betaal wat nie minder is nie as 'n bedrag gelykstaande met die daaglikse loon wat die werknemer ontvang het onmiddellik voordat sodanige kennis gegee is.

(5) Ondanks subklousule (1), kan 'n werkgewer of 'n werknemer 'n dienskontrak sonder kennisgewing beëindig mits hy 'n bedrag aan die werknemer betaal of aan die werkgewer betaal of verbeur, na gelang van die geval, wat nie minder is nie as die toepaslike loon wat die werkgewer die werknemer andersins ingevolge subklousule (4) sou moes betaal het indien die kontrak met die vereiste kennisgewing beëindig sou gewees het.

(6) Hierdie klousule raak nie die volgende nie:

(a) Die reg van 'n werkgewer of 'n werknemer om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig;

(b) die werking van 'n verbeuring of 'n boete wat volgens wet toegepas kan word ten opsigte van 'n werknemer wat dros.

(7) Niks in hierdie klousule mag 'n werkgewer verhoed om 'n werknemer tydelik te ontslaan as gevolg van gure weer nie, en die werkgewer is nie aanspreeklik vir die betaling van besoldiging gedurende sodanige tydelike ontslag nie.

(8) 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 lay-off: 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.

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

19. STORAGE AND PROVISION OF TOOLS, ETC.

(1) Suitable places shall be provided by the employer on all jobs for locking up tools, and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. Each employee for whom wages are prescribed in clause 16 (1) (h) shall be required to provide his own tool box, 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 stored in such tool boxes, whenever such tools are not in use.

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

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

(a) *Carpenters*.—All cramps, handscrews, glue brushes, wrenches, crowbars, augers 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) *Painters and paper hangers*.—All tools except putty knives, dusters and paper-hangers' brushes and scissors.

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

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

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

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) Soldering-irons and blow lamps;

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

(ix) files and hack-saw blades;

(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.

20. TOOL FUND

(1) (a) The operation of the Tool Fund for the Building Industry (Western Province), hereinafter referred to as the "Fund", established under Government Notice R. 1213 of 11 August 1967, for the purpose of compensating employees for the loss of tools by fire or by theft, which Fund shall be administered by the Council, is hereby continued.

(8) Niks in hierdie klousule mag verhoed dat 'n werkgewer 'n werknemer se diens opskort as gevolg van 'n tekort aan materiale nie, en die werkgewer is nie aanspreeklik vir die betaling van besoldiging gedurende sodanige diensopskorting nie: Met dien verstande dat, tensy die werkgewer die werknemer die vorige dag kennis gegee het dat sy dienste nie vereis sal word nie as gevolg van 'n tekort aan materiale, die werkgewer sodanige werknemer wat hom vir werk aanmeld 'n minimum van een uur se besoldiging moet betaal ten opsigte van sodanige dag waarop daar nie gewerk is nie as gevolg van 'n tekort aan materiale.

(9) 'n Werkgewer mag 'n werknemer nie as 'n dissiplinêre maatreef vir enige tydperk skors nie.

19. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkgewer moet op elke werkplek 'n geskikte toesluitplek vir gereedskap verskaf en 'n verantwoordelike persoon op elke werkplek aanstel wat moet sorg dat sodanige plekke toegesluit word. Dié bepaling is nie op stukwerk van toepassing nie. Daar word van elke werknemer vir wie daar lone in klousule 16 (1) (h) voorgeskrif word, vereis om sy eie gereedskap te verskaf wat veilig toegesluit kan word en waarin hy al sy gereedskap, uitgesonderd dié wat vanweë hul lengte, vorm of grootte nie normaalweg in sodanige gereedskapkiste gehou word nie, moet bewaar wanneer sodanige gereedskap nie gebruik word nie.

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

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

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

(b) *Klipmesselaars en klipkappers*.—(i) Skerp gemaakte gereedskap vir die bewerking van graniet of ander klip, vooraf gegietes 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 bou-terreine van toepassing nie.

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

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

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

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

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

(iv) pypsnypgereedskap en skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepel;

(vii) soldeerboute en blaaslampe;

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

(ix) vyle en ystersaaglemme;

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

(xi) klinknaelstelle van grootte No. 12 en groter en groefgereedskap;

(xii) plaatmetaalwerkershamer en swaar klopkamers;

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

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

20. GEREEDSKAPFONDS

(1) (a) Die Gereedskapfonds vir die Bounywerheid (Westelike Provinsie), hierna die "Fonds" genoem, ingestel by Goewermementskennisgewing R. 1213 van 11 Augustus 1967 met die doel om werknemers te vergoed vir die verlies van gereedskap deur brand of diefstal, welke Fonds deur die Raad geadministreer moet word, word hierby voortgesit.

(b) The Fund shall consist of—

(i) contributions from employers paid into the Fund in accordance with paragraphs (g) and (j);

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

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

(c) All moneys accruing to the Fund shall be deposited in a separate account with a bank to the credit of the Fund.

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

(e) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in—

(i) stock of the Republic of South Africa or local government stock;

(ii) National Saving Certificates;

(iii) Post Office Savings Accounts or Certificates;

(iv) savings accounts, permanent shares of fixed deposits in registered building societies or banks; or

(v) in any other manner approved by the Registrar.

(f) All payments from the Fund shall be made by cheque, signed by the Chairman or Vice-chairman of the Council, or such other members of the Council as the Council may from time to time decide, and countersigned by the Secretary or such other officials as the Council may from time to time decide.

(g) The moneys of the Fund shall be acquired by means of a contribution by an employer of 4c per week in respect of each employee employed by such employer for whom wages are prescribed in clause 16 (1) (h).

(h) No payment in terms of paragraph (g) shall be made by an employer in respect of an employee who—

(i) works less than 20 hours for him in any week;

(ii) works 20 hours or more but less than 33 hours for him in any week: Provided that where such employee who has worked at least 20 hours in that week, is prevented from working 33 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 33 hours in that week.

(j) The contribution referred to in paragraph (g) shall be paid by an employer to the Council, *mutatis mutandis* in the manner and in accordance with the procedure and conditions laid down in clause 27: Provided that the value of the stamp issued on each pay-day to each of the employees concerned in respect of the Fund shall be 4c.

(k) Subject to the provisions of subclause (2) (c) hereof, the principal objects of the Fund shall be to compensate employees for the loss of their tools by theft from lock-ups or by fire: Provided that, subject to the provisions of clause 19 an employer shall, in respect of such claim, irrespective of the number of artisans concerned in each claim admitted by the Council, be responsible for the first R6 or any lesser amount should the total value of the claim as admitted by the Council not exceed R6: Provided further that if an employee loses his tools due to the acts and/or omissions of an employer as described in clause 19 (1), the employer of such employee shall be responsible for the whole amount of such lost tools lost by theft.

(l) An employee wishing to claim compensation from the Fund for tools lost by theft, shall lodge a written application with the Council in such manner as determined by the Council. No payment shall be made by the Fund unless an applicant has reported the theft of his tools to the police as soon as practicable or if an applicant fails to supply the Council with any relevant information which the Council may require.

(m) An employee wishing to claim compensation from the Fund for tools destroyed by fire, shall lodge a written application with the Council in such a manner as determined by the Council. No payment shall be made by the Fund unless the claim is accompanied by a statement by the employer giving details of the loss or destruction of the tools by the fire and such other information as the Council may require.

(b) Die Fonds bestaan uit—

(i) bydraes van werkgewers wat ooreenkomstig paragrawe (g) en (j) in die Fonds gestort word;

(ii) rente ontvang uit die belegging van geld van die Fonds;

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

(c) Geld wat aan die Fonds toeval, moet in 'n aparte rekening by 'n bank in die krediet van die Fonds gestort word.

(d) Die geld wat die Fonds moet gebruik word vir die uitbetaling van vergoeding soos in paragraaf (k) voorgeskryf en vir die betaling van uitgawes wat aangegaan word in verband met die administrasie van die Fonds.

(e) Alle geld wat nie nodig is om lopende uitbetalings en uitgawes te dek nie, moet slegs in die volgende belê word:

(i) Effekte van die Republiek van Suid-Afrika of effekte van plaaslike besture;

(ii) Nasionale Spaarsertifikate;

(iii) Posspaarbankrekenings of -sertifikate;

(iv) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke; of

(v) op enige ander manier wat die Registrateur goedkeur.

(f) Alle uitbetalings uit die Fonds moet per tjek geskied wat onderteken is deur die Voorsitter of Ondervoorsitter van die Raad of deur sodanige ander lede van die Raad waartoe die Raad van tyd tot tyd besluit, en moet medeonderteken word deur die Sekretaris of sodanige ander beampptes waartoe die Raad van tyd tot tyd besluit.

(g) Die geld van die Fonds word verkry deur middel van 'n werkgewer se bydrae van 4c per week ten opsigte van elke werknemer wat by so 'n werkgewer in diens is en vir wie daar in klousule 16 (1) (h) lone voorgeskryf word.

(h) 'n Werkgewer moet geen bydrae ingevolge paragraaf (g) maak ten opsigte van 'n werknemer wat—

(i) minder as 20 uur in 'n week vir hom werk nie;

(ii) 20 uur of langer maar minder as 33 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 20 uur in daardie week gewerk het, verhinder word om 33 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 word 33 uur in daardie week te gewerk het.

(j) Die bydrae in paragraaf (g) bedoel, moet deur 'n werkgewer aan die Raad betaal word, *mutatis mutandis* op die wyse en in ooreenstemming met die prosedure en voorwaardes in klousule 27 voorgeskryf: Met dien verstande dat die waarde van die seël wat op elke betaaldag aan elkeen van die betrokke werknemers ten opsigte van die Fonds uitgereik word 4c moet wees.

(k) Behoudens subklousule (2) (c) hiervan is die hoofdoelstellings van die Fonds om werknemers te vergoed vir die verlies van hul gereedskap as gevolg van diefstal uit toesluitplekke of brand: Met dien verstande dat, behoudens klousule 19, 'n werkgewer ten opsigte van sodanige eis, ongeag die getal ambagsmanne wat betrokke is by iedere eis wat deur die Raad erken word, verantwoordelik is vir die eerste R6 of 'n kleiner bedrag indien die totale waarde van die eis soos deur die Raad erken, hoogstens R6 is: Voorts met dien verstande dat, indien 'n werknemer sy gereedskap verloor as gevolg van handeling en/of versuim van 'n werkgewer soos in klousule 19 (1) omskryf, die werkgewer van so 'n werknemer verantwoordelik is vir die totale bedrag van sodanige gereedskap wat weens diefstal verloor word.

(l) 'n Werknemer wat van die Fonds vergoeding wil eis vir gereedskap deur diefstal verloor, moet 'n skriftelike aansoek by die Raad indien op dié wyse wat deur die Raad bepaal word. Geen uitbetaling word deur die Fonds gemaak nie, tensy 'n aansoeker die diefstal van sy gereedskap so gou doenlik by die polisie aangemeld het of indien 'n aansoeker nie die Raad alle inligting gee wat ter sake is en wat die Raad vereis nie.

(m) 'n Werknemer wat van die Fonds vergoeding wil eis vir gereedskap wat deur brand vernietig is, moet 'n skriftelike aansoek by die Raad indien op sodanige wyse as wat deur die Raad bepaal word. Geen uitbetaling word deur die Fonds gemaak nie, tensy die eis vergesel gaan van 'n verklaring deur die werkgewer waarin hy besonderhede gee van die verlies of vernietiging van die gereedskap deur brand en sodanige ander inligting as wat die Raad vereis.

(n) Payments from the Fund are at the absolute discretion of the Council, whose decision shall be final, and the Council shall not be obliged to give any reason for any decision: Provided that the payments from the Fund shall cease whenever the amount standing to the credit of the Fund falls below R10 000 and further payments shall not be resumed until the amount standing to the credit of the Fund has reached the sum of R14 000.

(2) (a) The provisions of clause 19 and subclause (1) of this clause relating to the loss of tools, other than the loss of tools by fire, shall not apply in respect of an employee unless tools placed in a lock-up for safe-keeping are stored in a tool box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools: Provided that the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size, or any other similar feature, shall be deemed to be in compliance with the requirements of this Agreement, and, in the event of such tools being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of this Agreement.

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

(c) Notwithstanding the provisions of subclause (1) (k) or any other provisions to the contrary herein contained, the Council may in its discretion entertain claims in respect of tools lost or presumed to have been lost by theft during authorised working hours: Provided that in respect of such claims—

(i) payment shall not be in excess of 75 per cent of the proved amount thereof;

(ii) the employer shall not be required to make any payment in terms of subclause (1) (k); and

(iii) the provisions of subclause (2) (a) and (b) shall not apply.

(d) A public accountant or public accountants whose remuneration shall be fixed by the Council, shall be appointed annually by the Council and shall audit the accountants of the Fund at least one annually and not later than 30 June in each year, and shall prepare a statement showing income received and expenditure incurred under all headings, during the 12 months ended 31 December preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date. The audited statement and the balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof duly certified by the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be transmitted to the Director-General of Manpower, Pretoria, within eight months of the close of the period covered by such statement and balance sheet.

(e) Should this Agreement expire through effluxion of time or cease to be binding for any reason, the Fund shall continue to be administered by the Council until liquidated or transferred by the Council to any other fund established for the same purpose as that for which this Fund was created.

(f) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee consisting of an equal number of representatives of employers and employees in the Industry for the purpose of administering the Fund. Any vacancies occurring on the committee may be filled by the Registrar from amongst employers or employees in the Industry, as the case may be. Where the committee is unable or unwilling to discharge its duties, the Registrar may appoint a trustee or trustees to administer the Fund. The committee or trustees so appointed shall have the powers vested in the Council for the purposes of the clause. Unless within 12 months of its expiration the Agreement is declared effective for a further period or a new agreement is published providing for the continuation or transfer of the Fund, the Fund shall be liquidated and any unexpended amount disposed of in accordance with paragraph (g).

(n) Uitbetalings uit die Fonds geskied na goeëdunke van die Raad. Sy beslissing is bindend en hy is nie verplig om redes vir 'n beslissing te verstrek nie: Met dien verstande dat uitbetalings uit die Fonds gestaak moet word sodra die bedrag in die krediet van die Fonds minder as R10 000 beloop en dat verdere uitbetalings nie hervat moet word voordat die bedrag in die krediet van die Fonds R14 000 beloop nie.

(2) (a) Klousule 19 en subklousule (1) van hierdie klousule wat betrekking het op die verlies van gereedskap op 'n ander manier as weens brand, is nie ten opsigte van 'n werknemer van toepassing nie tensy gereedskap wat in 'n toesluitplek vir bewaring geplaas word, in 'n gereedskapkis weggepak is wat veilig toegesluit kan word en wat te alle tye behoorlik toegesluit gehou word behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat die plasing deur 'n werknemer in toesluitplekke van gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander soortgelyke kenmerk, geag word in ooreenstemming te wees met die vereistes van hierdie Ooreenkoms, en ingeval sodanige gereedskap verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy sodanige gereedskap nie in 'n kis geplaas en toegesluit het nie, sy regte en voorregte kragtens hierdie Ooreenkoms ontnem mag word nie.

(b) Behoudens die voorafgaande voorbehoud, is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapkis te plaas en sodanige gereedskapkis behoorlik gesluit te hou.

(c) Ondanks subklousule (1) (k) of andersluidende bepaling hierin vervat, kan die Raad na goeëdunke eise oorweeg ten opsigte van gereedskap wat verlore is of vermoedelik verlore is weens diefstal gedurende gemagtigde werkure: Met dien verstande dat ten opsigte van sodanige eise—

(i) uitbetaling hoogstens 75 persent van die bewese bedrag daarvan mag wees,

(ii) daar nie van die werkgewer vereis mag word om enige uitbetaling ingevolge subklousule (1) (k) te doen nie; en

(iii) subklousule (2) (a) en (b) nie van toepassing is nie.

(d) 'n Openbare rekenmeester of openbare rekenmeesters wie se vergoeding deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en moet deur die rekeningstate van die Fonds minstens een maal per jaar ouditeer, voor of op 30 Junie in elke jaar, en moet 'n staat opstel van inkomste en uitgawes onder alle hoofde gedurende die 12 maande geëindig 31 Desember van die vorige jaar, asook 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan, behoorlik gesertifiseer deur die ouditeur en medeonderteken deur die Voorsitter van die Raad, tesame met enige verslag van die ouditeur daaroor, moet binne agt maande na die einde van die tydperk wat deur sodanige staat en balansstaat gedek word, aan die Direkteur-generaal van Mannekrag, Pretoria, gestuur word.

(e) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om watter rede ook al ophou om bindend te wees, moet die Fonds nog deur die Raad geadmistreer word totdat dit gelikwedeer is of deur die Raad oorgedra is na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor hierdie Fonds gestig is.

(f) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Registrateur 'n komitee aanstel bestaande uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers in die Nywerheid ten einde die Fonds te administreer. Vakatures wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval. Ingeval die komitee nie in staat is nie of onwillig is om sy pligte uit te voer, kan die Registrateur 'n trustee of trustees aanstel om die Fonds te administreer. By die toepassing van hierdie klousule beskik die komitee of trustees wat aldus aangestel is oor die bevoegdheid van die Raad. Tensy die ooreenkoms binne 12 maande nadat dit verval het vir 'n verdere tydperk van krag gemaak word of 'n nuwe ooreenkoms gepubliseer is wat voorsiening maak vir die voortsetting of oordrag van die Fonds, moet die Fonds gelikwedeer word en moet die onbestede bedrag aangewend word ooreenkomstig paragraaf (g).

(g) If the Fund is liquidated in terms of this Agreement, the moneys remaining to the credit of the Fund, after payment of all claims against the Fund, including administration and liquidation expenses, shall, in the event of the Council being in existence as at the time of liquidation, be paid into the general funds of the Council. In the event of the Council not being in existence as at the time of liquidation, the unexpended funds shall be distributed in accordance with the following provisions:

- (i) Two thirds of such funds shall be paid to the employers' organisations who were parties to the Council at its dissolution;
- (ii) one third of such funds shall be disposed of in terms of section 34 (4) (c) of the Act.

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

(1) (a) *Concreting*.—All concreting shall be carried out under the continuous supervision of a skilled employee who shall be paid a wage of not less than that prescribed in clause 16 (1) (h).

(b) *Caulking*.—Notwithstanding anything to the contrary, caulking may be carried out by unskilled employees under the supervision of a skilled employee who shall be paid not less than the wages prescribed in clause 16 (1) (h).

(2) *Stonework*.—(a) Operators of stone-turning and planing machines, and diamond and carborundum sawing machines shall be paid not less than the wages prescribed in clause 16 (1) (h).

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

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, SHELTER AND ABLUTION FACILITIES

(1) *Inclement weather allowance*.—In addition to 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), (d), (e) and (f) an allowance of 3c per hour, and to those for whom wages are prescribed in clause 16 (1) (h) an allowance of 5c per hour in cash in respect of ordinary time worked, such allowance to be deemed to be an inclement weather allowance: Provided that such allowance shall be payable for not more than 40 hours in any one week.

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

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

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

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

Such accommodation shall include clothes lockers or similar lock-up facilities in which employees can safely store changes of clothing and other personal possessions while at work.

24. SANITARY ACCOMMODATION

(1) An employer shall provide proper and adequate sanitary accommodation on each job for artisans and general workers separately.

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

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

(g) Indien die Fonds ingevolge hierdie Ooreenkoms gelikwedeer word, moet die geld wat in die krediet van die Fonds staan na betaling van alle eise teen die Fonds, insluitende administrasie- en likwidasiestekste, ingeval die Raad ten tyde van die likwidasie bestaan, in die algemene fondse van die Raad gestort word. Ingeval die Raad ten tyde van die likwidasie nie bestaan nie, moet die onbestede fondse verdeel word in ooreenstemming met die volgende bepalings:

(i) Twee derdes van sodanige fondse moet uitbetaal word aan die werkgewersorganisasies wat by die ontbinding van die Raad partye by die Raad was;

(ii) een derde van sodanige fondse moet ingevolge artikel 34 (4) (c) van die Wet aangewend word.

21. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

(1) (a) *Betonwerk*.—Alle betonwerk moet uitgevoer word onder die voortdurende toesig van 'n geskoolde werknemer aan wie 'n loon van minstens dié in klousule 16 (1) (h) voorgeskryf, betaal moet word.

(b) *Kalfaatwerk*.—Kalfaatwerk mag, ondanks andersluidende bepalings, deur ongeskoolde werknemers uitgevoer word onder die toesig van 'n geskoolde werknemer wat minstens die loon moet ontvang wat in klousule (16) (1) (h) voorgeskryf word.

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

(3) *Skrynerwerk*.—Geen doelgemaakte skrynerwerk, winkelluitrusting of winkelfronte wat vervaardig is in 'n distrik in die Republiek van Suid-Afrika waar die loon wat betaal word aan vakmanne wat vir sodanige vervaardiging in diens geneem is, laer is as dié in klousule 16 (1) (h) voorgeskryf, mag in die Bounywerheid gebruik word nie.

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 of Masjinerie en Beroepsveiligheid, Wet 6 van 1983.

23. GURE WEER, SKUILING TEEN NAT WEER EN WASGERIEWE

(1) *Toelae vir gure weer*.—Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer aan elkeen van sy werknemers vir wie lone in klousule 16 (1) (a), (b), (c), (d), (e) en (f) voorgeskryf word 'n toelae van 3c per uur, en aan dié vir wie lone in klousule 16 (1) (h) voorgeskryf word 'n toelae van 5c per uur in kontant betaal ten opsigte van gewone tyd gewerk, en sodanige toelae moet geag word, 'n toelae vir gure weer te wees: Met dien verstande dat sodanige toelae betaal moet word vir hoogstens 40 uur in 'n bepaalde week.

(2) *Skulking teen nat weer en kleedkamer*.—Op elke terrein waar daar bouwerksaamhede plaasvind, moet werkgewers geskikte onderdak verskaf—

- (a) om as skulding vir werknemers gedurende nat weer te dien; en/of
- (b) om as 'n kleedkamer te dien:

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

Sodanige onderdak moet bestaan uit 'n skuur, kamer of soortgelyke plek wat gesluit kan word, en wat opgerig is met mure en 'n dak van 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 kan dien as plek waar werknemers hul klere kan verwissel, kan was en kan skuil.

Sodanige onderdak moet toesluitkaste vir klere of soortgelyke toesluitgeriewe insluit waarin werknemers skoon klere en ander persoonlike besittings met veiligheid kan berg terwyl hulle werk.

24. SANITÊRE GERIEWE

(1) 'n Werkgewer moet behoorlike en toereikende sanitêre geriewe op elke werkplek vir ambagsmanne en algemene werkers afsonderlik 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. 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 and hygienic utensil for boiling water.

(2) No employee may leave the position where he is working during the breakfast of tea intervals.

26. TRADE UNION OFFICIALS AND SHOP AND JOB STEWARDS

(1) Members of the trade unions on each job where 20 or more employees for whom wages are prescribed in clause 16 (1) (h) are employed, shall be permitted to appoint shop or job stewards for such job, and facilities shall be given to organisers of the trade unions to have access to such shop and job stewards, subject to the consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

(2) Officials of 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 continued performance of work by or approach any employee without the prior consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

(3) For the purposes of this clause, the term "trade unions" shall mean the trade unions which are parties to the Industrial Council for the Building Industry (Western Province).

27. EXPENSES OF THE COUNCIL

(1) 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) (h), 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 this shall not apply in respect of an employee who—

(i) works less than 20 hours for him in any week;

(ii) works 20 hours or more but less than 33 hours for him in any week: Provided that where such employee, who has worked at least 20 hours in that week, is prevented from working 33 hours or more due to circumstances beyond his control, such as inclement weather, shortage of materials of 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 33 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 20 hours.

(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) of this clause 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 funds for which provision is made in this Agreement.

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

25. VERVERSINGS

(1) Elke werkgever moet 'n persoon beskikbaar stel om tee vir sy werknemers te maak gedurende die pouses in klousule 13 (2) en (3) voorgeskryf en moet 'n behoorlike en higiëniese houër vir kookwater verskaf.

(2) 'n Werknemer mag nie die plek waar hy werk gedurende die ontbyt- of teepouse verlaat nie.

26. VAKVERENIGINGBEAMPTES EN WERKWINKEL-VERTEENWOORDIGERS

(1) Lede van die vakverenigings op elke werkplek waar daar 20 of meer werknemers in diens is vir wie lone in klousule 16 (1) (h) voorgeskryf word, moet toegelaat word om vir sodanige werkplek werkwinkelverteenwoordigers aan te stel, en daar moet aan die organiseerders van die vakverenigings fasiliteite verleen word om toegang te hê tot sodanige werkwinkelverteenwoordigers, op voorwaarde dat die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger verkry word, en sodanige toestemming mag nie sonder redelike gronde geweier word nie.

(2) 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 volgehoute werkverrigting van 'n werknemer nie of om 'n werknemer te nader sonder dat die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger vooraf verkry is nie, en sodanige toestemming mag nie sonder redelike gronde geweier word nie.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking "vakverenigings" dié vakverenigings wat partye is by die Nywerheidsraad vir die Bounywerheid (Westelike Provinsie).

27. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever 5c per week aftrek van die loon van elkeen van sy werknemers vir wie lone in klousule 16 (1) (h) voorgeskryf word, en by die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is. Die werkgever moet die bedrae aldus afgetrek aan die Raad oorbetal 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 20 uur in 'n week vir hom werk nie;

(ii) 20 uur of langer maar minder as 33 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 20 uur in daardie week gewerk het, verhinder word om 33 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 33 uur in daardie week te gewerk het.

Waar 'n werknemer in 'n bepaalde week by twee of meer werkgevers in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie dié werknemer die eerste gedurende daardie week minstens 20 uur in diens was.

(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 leesbare wyse met sy naam en die datum van uitreiking moet roeier.

(3) Die werkgever moet die seëls in subklousule (2) bedoel van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan hou: 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 ooreenkomstig subklousule (2) van hierdie klousule aan elke werknemer uitgereik word, moet deur so 'n werknemer in 'n bydraeboek geplak word wat van die Sekretaris van die Raad verkry kan word 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 goeddenke 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. HOLIDAY FUND AND LEAVE PAY

(1) *Holiday Fund.*—In addition to any other remuneration payable in terms of this Agreement, an employer shall contribute to the Fund on behalf of each member of the undermentioned classes of employees in respect of each week in which 20 or more hours have been worked by such employee the contribution 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) (a) as well as the public holidays referred to in clause 15 (1) (b):

Class of employee	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (b).....	5,60
(ii) clause 16 (1) (a).....	8,00
(iii) clause 16 (1) (c) and (g) (iii).....	8,80
(iv) clause 16 (1) (d) and (i).....	9,60
(v) clause 16 (1) (e) and (g) (ii).....	10,80
(vi) clause 16 (1) (f) (i).....	12,80
(vii) clause 16 (1) (f).....	14,80
(viii) clause 16 (1) (h) (i).....	22,40
(ix) clause 16 (1) (h) (ii).....	24,80

Every employer shall on each pay-day pay such contribution to the Council each week.

(2) The contributions referred to in subclause (1) shall be payable irrespective of whether such time was worked at ordinary or overtime rates.

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

(i) works less than 20 hours for him in any week;

(ii) works 20 hours or more but less than 33 hours for him in any week: Provided that where such employee, who has worked at least 20 hours in that week, is prevented from working 33 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 33 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 20 hours.

(4) The Council may deduct from any payment due to an employee, as reflected by the Holiday Fund Stamps earned by him, the difference between the amount in respect of trade union current annual subscriptions due by the employee to any of the trade unions party to this Agreement, and the subscriptions paid by him in accordance with the provisions of clause 32 (1).

(5) 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 legibly cancelled by him with his name and the date of issue, to the value of the amount so made.

(6) (a) The stamps issued to each employee in terms of subclause (5) shall be immediately 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.

(7) The stamps referred to in subclause (5) shall be purchased by the employer from the Council and an adequate reserve thereof shall be maintained by the employer at all times: Provided that an employer may obtain a refund from the Council for the value of any unused stamps. Application for such refund shall be made not later than 30 June in the year following that in which the stamps were issued.

28. VAKANSIEFONDS EN VERLOFBETALING

(1) *Vakansiefonds.*—Benewens ander besoldigings wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgever aan die Fonds ten behoeve van elke lid van ondergenoemde klasse werknemers ten opsigte van elke week waarin sodanige werknemer 20 uur of langer gewerk het, die bydrae hieronder gespesifiseer, betaal, wat voorsiening maak vir betaling ten opsigte van sowel die jaarlikse verloftydperk in klousule 15 (1) (a) bedoel as die openbare vakansiedae in klousule 15 (1) (b) bedoel:

Klas werknemer	Per week
	R
Werknemers vir wie lone voorgeskryf word in—	
(i) klousule 16 (1) (b).....	5,60
(ii) klousule 16 (1) (a).....	8,00
(iii) klousule 16 (1) (c) en (g) (iii).....	8,80
(iv) klousule 16 (1) (d) en (i).....	9,60
(v) klousule 16 (1) (e) en (g) (ii).....	10,80
(vi) klousule 16 (1) (g) (i).....	12,80
(vii) klousule 16 (1) (f).....	14,80
(viii) klousule 16 (1) (h) (i).....	22,40
(ix) klousule 16 (1) (h) (ii).....	24,80

Elke werkgever moet elke week op elke betaaldag sodanige bydrae aan die Raad betaal.

(2) Die bydraes in subklousule (1) bedoel, is betaalbaar, ongeag of sodanige tyd teen gewone of oortydskale gewerk is.

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

(i) minder as 20 uur in 'n week vir hom werk nie;

(ii) 20 uur of langer maar minder as 33 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 20 uur in daardie week gewerk het, verhinder word om 33 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 33 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 20 uur in diens was.

(4) Die Raad kan van die betaling wat aan 'n werknemer verskuldig is volgens die Vakansiefondsseëls deur hom verdien, die verskil aftrek tussen die bedrag ten opsigte van die huidige jaar se vakverenigingledegeld wat deur die werknemer verskuldig is aan enigeen van die vakverenigings wat partye by hierdie Ooreenkoms is en die bedrag van die ledegeld deur hom betaal ingevolge die bepaling van klousule 32 (1).

(5) 'n Werkgever moet op elke betaaldag aan elke werknemer ten behoeve van wie 'n bedrae ingevolge subklousule (1) gemaak is, een seël uitreik ter waarde van die bedrag aldus bygedra en wat op leesbare wyse deur hom met sy naam en die datum van uitreiking gerokeer is.

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

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

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

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

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

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

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

(10) If an employee should fail or omit to claim the value of the stamps issued to him in terms of subclause (5) within a period of six calendar months from the date of commencement of the holiday period, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period of six calendar months and 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.

(11) No payment shall be made from the Holiday Fund 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 following year;

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

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

(12) Upon the death of an employee and subject to the remaining provisions of this subclause, the amount due to him for the Holiday Fund 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 Fund shall be paid into the estate of such deceased employee.

(13) All amounts held by the Council to the credit of the Holiday Fund 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 Fund neither shall he be responsible for any contribution towards the expenses of administering the said Fund.

(14) Subject to the provisions of subclause (12), the amount credited to an employee in the Holiday Fund 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 (5) shall forthwith cease to be entitled to the value of any such stamps, which shall be forfeited to the general funds of the Council.

(15) 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 Fund 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.

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

(9) Die Raad moet geen bedrae uitbetaal ten opsigte van seëls wat aan werknemers ingevolge subklousule (5) van hierdie klousule uitgereik is nie, tensy sodanige seëls in 'n bydraeboek geplak is wat van die Raad verkry is.

(10) Indien 'n werknemer sou nalaat of versuim om binne 'n tydperk van ses kalendermaande vanaf die datum waarop die vakansie-tydperk begin, die waarde te eis van die seëls wat ingevolge subklousule (5) aan hom uitgereik is, 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 eniger tyd magtiging verleen dat sodanige eise by die voorlegging van sodanige seëls betaal word uit geld wat ooreenkomstig hierdie subklousule aan die Raad toegeval het.

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

(a) seëls wat uitgegee is of waarop veranderings voorkom of wat beskadig of vernietig is: Met dien verstande dat die Raad na goeddunke magtiging vir die uitbetaling van bedrae kan 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 gewees het;

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

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

(12) By die afsterwe van 'n werknemer en behoudens die ander bepalinge van hierdie subklousule, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig is, aan sy behoorlik aangestelde benoemde (hierna 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 aan die afgestorwe werknemer verskuldig is, in die boedel van sodanige afgestorwe werknemer gestort word.

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

(14) Behoudens subklousule (12) is die bedrag waarmee 'n werknemer in die Vakansiefonds gekrediteer is nie oordraagbaar nie, en 'n werknemer wat 'n bydraeboek wat deur die Raad uitgereik is en/of seëls uitgereik ingevolge subklousule (5), afstaan, oordra, sedeer, verpand, verhipotekeer en/of uitleen, verbeur onmiddellik alle reg op die waarde van sodanige seëls wat dan aan die algemene fondse van die Raad toeval.

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

(16) The Council shall cause full and true accounts of the Holiday Fund to be kept and shall cause to be prepared annual accounts for the period ending on 31 December of each year of all the revenue and expenditure of the Holiday Fund and statements showing the 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 together 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 Fund.

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

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

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

29. PENSION OR LIKE FUND

(1) *Employer contributions.*—(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 member of the undermentioned classes of employees in respect of each week in which 20 or more hours have been worked by such employee the amounts specified hereunder:

Class of employee	Per week
	R
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (b).....	10,80
(ii) clause 16 (1) (a).....	15,60
(iii) clause 16 (1) (c) and (g) (iii)	17,20
(iv) clause 16 (1) (d) and (i)	18,00
(v) clause 16 (1) (e) and (g) (ii)	21,20
(vi) clause 16 (1) (g) (i)	25,20
(vii) clause 16 (1) (f)	28,80
(viii) clause 16 (1) (h) (i)	36,40
(ix) clause 16 (1) (h) (ii)	41,20

(b) The contributions referred to in paragraph (a) shall be payable irrespective of whether such time was worked at ordinary or overtime rates.

(2) *Employee 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 who have worked 20 or more hours that week, the contribution specified hereunder and pay such contribution to the Council each week:

(16) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die Vakansiefonds en moet jaarlikse rekenings laat opstel van al die uitgawes en inkomste van die Vakansiefonds vir die tydperk eindigende 31 Desember elke jaar en ook state wat die bates en laste van die Vakansiefonds 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 medeonderteken 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 daaroor uitgebring het. Kopieë van die jaarlikse rekenings en balansstate moet beskikbaar wees ter insae deur lede van die Vakansiefonds.

(17) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om 'n ander rede gestaak word, moet die Vakansiefonds nog deur die Raad geadminestreer word totdat dit of gelikwider of deur die Raad oorgedra is na 'n ander fonds of fondse wat in die lewe geroep is vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig is.

(18) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die 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 aan albei kante, en sodanige komitee moet voortgaan om die Vakansiefonds 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 werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat na die mening van die Registrateur die administrasie van die Vakansiefonds 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 byvoegdhede van die komitee vir sodanige doel. Ingeval daar by die verstryking van hierdie Ooreenkoms geen Raad bestaan nie, moet die Vakansiefonds deur die komitee wat ingevolge hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwider word op die manier in subklousule (19) uiteengesit, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van die Vakansiefonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

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

29. PENSIOEN- OF SOORTGELYKE FONDS

(1) *Werkgewerbydraes.*—(a) Benewens ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgewer elke week aan die Pensioenfonds ten behoeve van elke lid van ondergenoemde klasse werknemers wat 20 uur of langer in 'n week gewerk het die bedrag hieronder uiteengesit, betaal:

Klas werknemer	Per week
	R
Werknemers vir wie lone voorgeskryf word in—	
(i) klousule 16 (1) (b).....	10,80
(ii) klousule 16 (1) (a).....	15,60
(iii) klousule 16 (1) (c) en (g) (iii)	17,20
(iv) klousule 16 (1) (d) en (i)	18,00
(v) klousule 16 (1) (e) en (g) (ii)	21,20
(vi) klousule 16 (1) (g) (i)	25,20
(vii) klousule 16 (1) (f)	28,80
(viii) klousule 16 (1) (h) (i)	36,40
(ix) klousule 16 (1) (h) (ii)	41,20

(b) Die bydraes in paragraaf (a) bedoel, is betaalbaar, ongeag of sodanige tyd teen gewone of oortydskale is.

(2) *Werknemerbydraes.*—(a) Elke werkgewer moet op elke betaaldag die bedrag hieronder vermeld, aftrek van die besoldiging wat elke week verskuldig is aan elke lid van ondergenoemde klasse werknemers wat 20 uur of langer in daardie week gewerk het en sodanige bydrae elke week aan die Raad betaal.

Class of employee	Per week
	R
Employees for whom wages are prescribed in clause 16 (1) (h)	2,00

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

(i) works less than 20 hours for him in any week;

(ii) works 20 hours or more but less than 33 hours for him in any week: Provided that where such employee, who has worked at least 20 hours in that week, is prevented from working 33 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 33 hours in that week.

The contributions referred to in subclauses (1) (a) and (2) (a) shall be made by the employer by whom such employee was employed during that week for not less than 20 hours.

(3) (a) The contributions paid to the Council in terms of subclauses (1) (a) and (2) (a) shall be applied for a pension and/or like fund for employees for whom contributions are made.

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

(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) 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 (2).

(4) An employer shall on each pay-day issue to each employee from whose wage a contribution has been deducted in terms of subclause (2), one stamp to the value of the amount so deducted, which stamp shall be legibly cancelled by the employer with his name and the date of issue.

(5) (a) The stamps issued to each employee in terms of subclause (4) shall be affixed by such employee in a contribution book to be obtained from the Secretary of the Council and retained by the employee.

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

(c) The Council may 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 stamps referred to in subclause (4) 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.

(7) With the exception of subclause (1), the provisions of this clause shall *mutatis mutandis* apply to foremen who are employed in factories and workshops.

(8) 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.

(9) 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 for the period ending on 31 December of each year of all income and expenditure of the said Fund. 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 account shall be available for inspection by members of the said Fund.

Klas werknemer	Per week
	R
Werknemers vir wie lone voorgeskryf is in klousule 16 (1) (h)	2,00

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

(i) minder as 20 uur in 'n bepaalde week vir hom werk nie;

(ii) 20 uur of langer maar minder as 33 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 20 uur in daardie week gewerk het, verhinder word om 33 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 33 uur in daardie week te gewerk het.

Die bydraes in subklousules (1) (a) en (2) (a) bedoel, moet betaal word deur die werkgewer by wie die werknemer gedurende daardie week minstens 20 uur in diens was.

(3) (a) Die bydraes wat ingevolge subklousules (1) (a) en (2) (a) aan die Raad betaal is, moet aangewend word vir 'n pensioen- en/of soortgelyke fonds vir werknemers vir wie bydraes gemaak word.

(b) Vir die doel om die oogmerke van paragraaf (a) te implementeer, kan die Raad—

(i) 'n ooreenkoms of ooreenkomste aangaan of 'n bestaande ooreenkoms of ooreenkomste voortsit met die Federated Life Assurance Company Limited vir die instelling van 'n bevredigende 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 veranderinge of wysigings ook van tyd tot tyd ingedien moet word;

(ii) skemas wat hy paslik ag instel met die doel om pensioen- of soortgelyke voordele te verskaf aan dié werknemers vir wie bydraes in subklousule (2) voorgeskryf word.

(4) 'n Werkgewer moet op elke betaaldag aan elke werknemer van wie se loon 'n bydrae ingevolge subklousule (2) afgetrek is, een seël uitreik ter waarde van die bedrag aldus afgetrek, en die seël moet op leesbare wyse deur die werkgewer met sy naam en die datum van uitreiking gerokeer word.

(5) (a) Die seëls wat ooreenkomstig subklousule (4) aan elke werknemer uitgereik is, moet deur so 'n werknemer in 'n bydraeboek geplak word wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

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

(c) Die Raad kan na goeëddunke 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.

(6) Die werkgewer moet die seëls wat in subklousule (4) bedoel word, van die Raad aankoop en te alle tye 'n toereikende reservevoorraad daarvan hou: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry. Daar moet binne ses maande na verstrekking van die jaar waarin genoemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(7) Met uitsondering van subklousule (1), is hierdie klousule *mutatis mutandis* van toepassing op voormanne wat in fabriek en werkwinkels in diens is.

(8) Die bystand uit die Pensioen- of soortgelyke fonds in hierdie klousule bedoel, is nie oordraagbaar nie en mag 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.

(9) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die Pensioen- of soortgelyke fonds en moet 'n jaarlikse rekening 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 'n openbare rekenmeester of openbare rekenmeesters moet wees, en moet deur die Voorsitter van die Raad medeonderteken word, en sodanige rekenings moet binne ses maande na die sluiting van die tydperk waarop dit betrekking het aan die Direkteur-generaal van Mannekrag deurgestuur word, tesame met 'n verslag wat genoemde ouditeur/ouditeurs daarvoor uitgebring het. 'n Kopie van die jaarlikse rekening moet beskikbaar wees ter insae deur lede van genoemde Fonds.

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

30. SICK BENEFIT DEDUCTION

(1) Every employer shall, in respect of each 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) (h), 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 20 hours for him in any week;

(ii) works 20 hours or more but less than 33 hours for him in any week: Provided that where such employee, who has worked at least 20 hours in that week, is prevented from working 33 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 33 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) of this clause shall be made by the employer by whom he was first employed during that week for not less than 20 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 the Main 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 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.

(10) Ingeval die Raad ontbind word of ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms van krag is, kan die Registrateur 'n trustee of trustees aanstel om die 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 SIEKTEBYSTAND

(1) Elke werkgever moet ten opsigte van elke werknemer in sy diens wat lid is van enigeen van die vakverenigings wat partye by die Ooreenkoms is en vir wie lone in klousule 16 (1) (h) voorgeskryf word, 'n bedrag van R1 per week van die lone van elke sodanige werknemer aftrek vir die doel van 'n siektebystandsfonds.

(2) Elke werkgever moet ten opsigte van die bedrag wat ingevolge subklousule (1) afgetrek is, op elke betaaldag aan elke sodanige werknemer 'n seël uitreik wat hy geroeër het en waarop die naam van die werkgever en die datum van uitreiking voorkom.

(3) Die werkgever moet die seël wat in subklousule (2) hierbo bedoel word, van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan hou: Met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry.

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

(i) minder as 20 uur in 'n week vir hom werk nie;

(ii) 20 uur of langer maar minder as 33 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 20 uur in daardie week gewerk het, verhinder word om 33 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 33 uur in daardie week te gewerk het.

(5) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers werksaam is, moet die werkgever by wie hy die eerste gedurende daardie week minstens 20 uur in diens was, die bedrag ingevolge subklousule (1) afgetrek en bydra.

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

(7) Die Raad kan die seëls wat in hierdie klousule bedoel word aan goedgekeurde kombineer met ander seëls en/of bydraeboeke wat die Raad uitreik ten opsigte van 'n ander fonds waarvoor daar in die Hoofdooreenkoms voorsiening gemaak word of wat van tyd tot tyd ingevoer word.

(8) Geen bydraeboek mag meer as 49 seëls bevat nie, en indien meer seëls daarin geplak is, moet dié wat te veel is deur die Sekretaris gekonfiskeer en die waarde daarvan in die algemene fondse van die Raad gestort word.

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

(10) Die Raad moet aan die Siekefonds van die Western Province Building and Allied Trades alle geld ingevorder ten opsigte van seëls wat werkgevers ingevolge subklousule (3) van hierdie klousule aangekoop het, betaal na aftrekking van invorderingsgeld van 2½ persent van die bruto verkope wat aan die algemene fondse van die Raad toeval: Met dien verstande dat terugbetalings aan werkgevers ten opsigte van die waarde van ongebruikte seëls van sodanige betalings afgetrek moet word.

31. SICK PAY FUND FOR THE BUILDING INDUSTRY

(1) The fund known as the "Sick Pay Fund for the Building Industry" (hereinafter referred to as the "Fund"), is hereby continued.

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

(i) subclause 16 (1) (a), (b), (c), (d), (e), (f), (g) and (i) of this Agreement, contribute to the Sick Pay Fund for the Building Industry R1 per week;

(ii) clause 16 (1) (h) of this Agreement, contribute R4 per week to the Sick Pay Fund for the Building Industry.

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

(i) works less than 20 hours for him in any week;

(ii) works 20 hours or more but less than 33 hours for him in any week: Provided that where such employee, who has worked at least 20 hours in that week, is prevented from working 33 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 33 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 20 hours ordinary time.

(3) *Objects to 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 benefit 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 (i)	60
11th to 130th	clause 16 (1) (a), (b), (g) and (i)	50
11th to 25th	clause 16 (1) (c) to (f) and (h)....	50
26th to 130th	clause 16 (1) (c) to (f) and (h)....	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 of permanently disable 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 in writing by the Secretary.

31. SIEKEFONDS VIR DIE BOUNYWERHEID

(1) Die Fonds, bekend as die "Siekefonds vir die Bounywerheid" (hierna die "Fonds" genoem), word hierby voortgesit.

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

(i) subklousule 16 (1) (a), (b), (c), (d), (e), (f), (g) en (i) van hierdie Ooreenkoms voorgeskryf word, R1 per week bydrae tot die Siekefonds vir die Bounywerheid;

(ii) klousule 16 (1) (h) van hierdie Ooreenkoms voorgeskryf word, R4 per week bydra tot die Siekefonds vir die Bounywerheid.

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

(i) minder as 20 uur in 'n week vir hom werk nie;

(ii) 20 uur of langer maar minder as 33 uur in 'n week vir hom werk nie: Met dien verstande dat waat so 'n werknemer wat minstens 20 uur in daardie week gewerk het, verhinder word om 33 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 33 uur in daardie week te gewerk het.

(c) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgewers in diens was, moet die bydrae vir daardie week gedoen word deur die werkgewer by wie sodanige werknemer die eerste gedurende daardie week minstens 20 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 inkomste vanweë 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 om 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 (i)	60
11de tot 130ste	klousule 16 (1) (a), (b), (g) en (i)	50
11de tot 25ste	klousule 16 (1) (c) tot (f) en (h)	50
26ste tot 130ste	klousule 16 (1) (c) tot (f) en (h)	33

(b) Ondanks paragraaf (a) is werknemers nie op bystand geregtig voordat 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 werkgewer 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 nie: 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.

(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 responsible 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 applicant from in order to ensure that the amount of the benefits 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 all 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 of the Council, the Secretary, 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.

(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 Ongevallewet, 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 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 vir die Vakansie- en die Pensioenfondse 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 toegeestaan 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, 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 van die Raad, die Sekretaris, 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) 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) 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 accounts 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) *Administration by trustees.*—(a) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council, and in the event of no subsequent agreement being negotiated within a period of two years from the expiration of this Agreement, or the Fund not being transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created, the Fund shall be liquidated in terms of subclause (7).

(b) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Fund shall continue to be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from either 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 which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. Upon expiration of this Agreement after the dissolution of the Council, or its ceasing to function, the Fund shall be liquidated by the committee functioning in terms of this subclause, or by the trustee or the trustees, as the case may be, in the manner set forth in subclause (7), and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of this Funds shall be distributed as provided for in subclause (7).

(8) *Liquidation.*—Upon liquidation of the Fund and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Fund shall be disposed of as follows:

(a) Two fifths to the employers' organisations represented on the Council at the date of its dissolution or the expiration of the Agreement, whichever is the earlier, to be divided amongst such employers' organisations in proportion to the number of paid-up members belonging to each such organisation as at the date of liquidation;

(b) two fifths to the trade unions represented on the Council as at the date of its dissolution or the expiration of the Agreement, whichever is the earlier, to be divided amongst such trade unions in proportion to the membership of each such trade union as at the date of liquidation, the expression "membership" being limited to those members who were covered by this Agreement;

(c) one fifth to be paid to the Registrar to be disposed of by him in terms of section 34 (4) (c) of the Act.

(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.

(g) Die Fonds se geld kan van tyd tot tyd belê word in Staatseffekte, Nasionale Spaarsertifikate, Poskantoor spaarrekeninge of -sertifikate of op vaste deposito of as onmiddellik opeisbaar by banke of by geregistreerde 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 per tjek geskied en onderteken 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 eenmaal 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 ooreenkomstig 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 kopieë 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 voorgelê word.

(7) *Administrasie deur die trustees.*—(a) Ingeval hierdie Ooreenkoms weens verkoop van tyd verval of om 'n ander rede gestaak word, moet die Fonds steeds deur die Raad geadmistreer word, en ingeval daar nie binne 'n tydperk van twee jaar nadat hierdie Ooreenkoms verval het 'n ander ooreenkoms aangegaan is nie of die Raad nie die Fonds na 'n ander fonds oorgedra het wat vir dieselfde doel in die lewe geroep is as dié waarvoor die oorspronklike Fonds gesig is nie, moet die Fonds ingevolge subklousule (7) gelikwider word.

(b) Ingeval die Raad ontbind word op ophou om te funksioneer gedurende die 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 aan albei kante, en dié komitee moet voortgaan om die Fonds 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 werkgewer- en werknemerverteenwoordigers in die komitee te verseker.

Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustees het al die bevoegdhede van die komitee vir dié doel. Indien hierdie Ooreenkoms verval nadat die Raad ontbind is of opgehou het om te funksioneer, moet die Fonds deur die komitee wat ingevolge hierdie subklousule funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwider word op die wyse in subklousule (7) uiteengesit, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkomstig subklousule (7) verdeel word.

(8) *Likwidasie.*—Wanneer die Fonds gelikwider word en nadat alle krediteure, administrasie- en likwidasielaste betaal is, moet soos volg gehandel word met die geld wat in die krediet van die Fonds staan:

(a) Twee vyfdes moet betaal word aan die werkgewersorganisasies wat in die Raad verteenwoordig is op die datum van sy ontbinding of van die verstryking van die Ooreenkoms, naamlik die jongste datum, en dit moet onder sodanige werkgewersorganisasies verdeel word in verhouding tot die getal lede wie se bydraes opbetaal is en wat op die datum van die likwidasie aan elke sodanige organisasie behoort;

(b) twee vyfdes moet betaal word aan die vakverenigings wat in die Raad verteenwoordig is op die datum van sy ontbinding of van die verstryking van die Ooreenkoms, naamlik die jongste datum, en dit moet onder sodanige vakverenigings verdeel word in verhouding tot die lidmaatskap van elke sodanige vakvereniging op die datum van die likwidasie, waarby die uitdrukking "lidmaatskap" beperk word tot dié lede wat deur hierdie Ooreenkoms gedek is;

(c) een vyfde moet aan die Registrateur betaal word en hy moet ingevolge artikel 34 (4) (c) van die Wet daarmee handel.

32. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall deduct an amount of R1 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) (h) and every employer shall, before engaging any employee for whom wages are prescribed in clause 16 (1) (a) to (g) and (i) demand from such employee the production of a current contribution book, and should such book contain proof that the employee concerned is a member of any of the trade unions who are parties to this Agreement, then such employer shall deduct 35 cents for trade union subscriptions payable from the remuneration due every week to such employee:

Provided that no payment in terms of this subclause shall be made by an employer in respect of any employee who—

- (i) works less than 20 hours for him in any week;
- (ii) works 20 hours or more but less than 33 hours for him in any week: Provided that where such employee who has worked at least 20 hours in that week is prevented from working 33 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 33 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 20 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, 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 book referred to in this clause with any other stamps and contribution books issued by the Council in respect of any other fund for which provision is made in this Agreement.

(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 sales, which amounts 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. SPECIAL MEMBERSHIP LEVY.—EMPLOYERS

(1) Every employer who is a member of the Master Builders' and Allied Trades Association (West Cape) or the Master Masons' and Quarry Owners' Association (South Africa) 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 20 hours for him in any week;
- (ii) works 20 hours or more but less than 33 hours for him in any week: Provided that where such employee, who has worked at least 20 hours in that week, is prevented from working 33 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 purpose of this clause, be deemed to have worked 33 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 20 hours or more during such week.

32. VAKVERENIGINGLEDEGELD

(1) Elke werkgewer moet 'n bedrag van R1 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 enigiens van die vakverenigings en vir wie lone in klousule 16 (1) (h) voorgeskryf word, en elke werkgewer moet voordat hy 'n werknemer in diens neem vir wie lone in klousule 16 (1) (a) tot (g) en (i) voorgeskryf is, van sodanige werknemer vereis om 'n geldende bydraeboek voor te lê, en indien sodanige bydraeboek bewys bevat dat die betrokke werknemer lid is van een van die vakverenigings wat partye by hierdie Ooreenkoms is, moet sodanige werkgewer 'n bedrag van 35 sent as vakverenigingledegeld aftrek van die besoldiging van elke week aan sodanige werknemer verskuldig is:

Met dien verstande dat 'n werkgewer geen bydrae ingevolge hierdie subklousule moet maak ten opsigte van 'n werknemer wat—

- (i) minder as 20 uur in 'n week vir hom werk nie;
- (ii) 20 uur of langer maar minder as 33 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 20 uur in daardie week gewerk het, verhinder word om 33 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 33 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 20 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 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 te alle tye 'n toereikende voorraad daarvan 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 uitgereik word, moet deur sodanige werknemer geplak word in 'n bydraeboek wat deur die werknemer bewaar moet word.

(5) Die Raad kan na goeddunke die seëls en die 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 invorderingsgeld van 2½ persent van die bruto verkope, 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.

33. SPESIALE LIDMAATSKAPHEFFING.—WERKGEWERS

(1) Elke werkgewer wat 'n lid is van die Master Builders' and Allied Trades Association (West Cape) of the Master Masons' and Quarry Owners' Association (South Africa) moet 'n bedrag van 30c per week aan die Raad betaal ten opsigte van elke werknemer wat by hom in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word.

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

- (i) minder as 20 uur in 'n week vir hom werk nie;
- (ii) 20 uur of langer maar minder as 33 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 20 uur in daardie week gewerk het, verhinder word om 33 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 33 uur in daardie week te gewerk het.

(3) Indien 'n werknemer vir twee of meer lede van die Master Builders' and Allied Trades Association (West Cape) gedurende 'n bepaalde week gewerk het, moet die werkgewer by wie hy eerste gedurende daardie week minstens 20 uur in diens was, die bedrag in subklousule (1) bedoel, betaal.

(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 provision 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 in respect of each of his employees for whom wages are prescribed in this Agreement an amount of—

(a) 30c per week if he is a member of the Master Builders' and Allied Trades Association (West Cape) or the Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry; and

(b) 15c per week if he is not a member of the Master Builders' and Allied Trades Association (West Cape) or the Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry: 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 20 hours for him in any week;

(ii) works 20 hours or more but less than 33 hours for him in any week: Provided that where such employee, who has worked at least 20 hours in that week, is prevented from working 33 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 33 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 20 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 1 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. 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.

(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 gestuur word, tesame met 'n staat in dié vorm wat die Raad voorskryf en wat die getal werknemers aantoon ten opsigte van wie die 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 volgende op die maand van invordering, die totale bedrag aan bydraes ingevolge hierdie klousule ontvang, min invorderingsgeld 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 Building Industries Federation (South Africa), hierna die "Nasionale Fonds" genoem], verleen hy hierby magtiging vir die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit ten einde die oogmerke te verwesenlik wat in die konstitusie van genoemde Nasionale Fonds gemeld word.

(2) Elke werkgewer moet 'n bedrag van—

(a) 30c per week indien hy 'n lid is nie van die Master Builders' and Allied Trades Association (West Cape) of die Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig; en

(b) 15c per week indien hy nie 'n lid is nie van die Builders' and Allied Trades Association (West Cape) of die Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig;

tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werknemers 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 20 uur in 'n week vir hom werk nie;

(ii) 20 uur of langer maar minder as 33 uur in 'n week vir hom werk nie: Met dien verstande dat waar so 'n werknemer wat minstens 20 uur in daardie week gewerk het, verhinder word om 33 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 33 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 vir daardie week gedoen word deur die werkgewer by wie sodanige werknemer die eerste gedurende daardie week minstens 20 uur in diens was.

(3) Die prosedure in klousule 27 van hierdie Ooreenkoms voorgeskryf met betrekking tot die manier waarop bydraes 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 volgende op die maand van invordering, die totale bedrag van die bydraes wat hy ooreenkomstig subklousule (2) van hierdie klousule ingevorder het, min invorderingsgeld van 1 persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds betaal.

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

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) 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 effects to this Agreement.

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

(a) To enter any premises or place in which the Industry is carried on at any time that 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 then and there, or at a time and place fixed by the agent, of all books and documents which are or have been upon or in the premises or in the possession or custody or under the control of any employer by whom the premises are occupied or used, and to seize any such books 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 23 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. EXHIBITION OF AGREEMENT

A copy of this Agreement in both official languages, together with the notices required by section 58 of the Act, shall be exhibited by every employer in every workshop, yard and job where he carries on business, in a conspicuous position accessible to all employees.

39. 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.

40. GENERAL

Nothing in this Agreement contained shall be construed as absolving any employer or employee from the provisions of any other enactments or proclamations, or any by-laws or regulations framed thereunder.

(2) Elke werkgever moet die bedrag wat hy ingevolge klousule 7 (3) van Goewermenskennisgewing R. 1948 van 11 September 1987 of enige Goewermenskennisgewing wat voorsiening maak vir die voortsetting of vervanging van die Opleidingsfonds moet bydra tot die Opleidingsfonds van die Bounywerheid 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) oorbetal word.

36. AGENTE

(1) Die Raad kan een of meer persone as 'n agent of agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms.

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

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

(b) om 'n werkgever of werknemer, in die teenwoordigheid van ander of alleen, na goeë dunde, te ondervra oor aangeleenthede wat op hierdie Ooreenkoms betrekking het;

(c) om te eis dat alle boeke en dokumente wat op die perseel is of was of in die besit of bewaring of onder die beheer van 'n werkgever was deur wie die perseel geokkupeer of gebruik word, daar en dan of op 'n tyd en plek deur die agent bepaal, getoon word, en om beslag te lê op sodanige boeke of dokumente as wat nodig is om te bepaal of die Ooreenkoms nagekom word.

(3) Wanneer 'n agent die bevoegdhede uitoefen wat by subklousule (2) aan hom verleen word, kan hy 'n tolk met hom saamneem.

(4) Elke werkgever of werkgeversorganisasie of vakvereniging wat 'n party by die Raad is en alle persone wat lede van sodanige werkgeversorganisasie of vakvereniging is, moet die agent alle fasiliteite verleen om hom in staat te stel om die bevoegdhede uit te oefen wat by subklousule (2) en (3) aan hom verleen word.

37. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen: Met dien verstande dat vrystelling van enigeen van die bepalings van klousule 23 nie verleen mag word nie, tensy dié 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. VERTONING VAN OOREENKOMS

'n Kopie van hierdie Ooreenkoms in beide amptelike landstale, tesame met die kennisgewings wat by artikel 58 van die Wet vereis word, moet deur elke werkgever in elke werkwinkel en op elke werf en werkplek waar werk deur hom verrig word, in 'n opvallende plek wat vir alle werknemers toeganklik is, opgeplak word.

39. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms, en hy kan vir die leiding van werkgevers en werknemers menings uitspreek wat nie onbestaanbaar is met die bepalings hiervan nie.

40. ALGEMEEN

Niks in hierdie Ooreenkoms vervat, moet so vertolk word dat dit 'n werkgever of werknemer onthef van die bepalings van ander wetsbepalings of proklamasies of verordeninge of regulasies wat daarkragtens opgestel is nie.

41. 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 shall 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.

CHAPTER II**MASS MANUFACTURING****1. GENERAL**

(1) The provisions of this Chapter shall be complied with by all employers and employees engaged in the Mass-manufacturing Section of the Building Industry.

(2) The provisions of Chapter I of this Agreement shall *mutatis mutandis* be applicable to this Chapter. Where the provisions of Chapter I are inconsistent with the provisions contained in this Chapter, the latter provisions shall be applicable and shall have preference.

2. DEFINITIONS

Any term used in this Chapter which is not defined herein but which is defined in clause 3 of Chapter I of the Agreement shall have the same meaning as in that Chapter; further—

“affixed” means any process whereby an article is, or is intended to be, attached to a building in such a manner that it becomes immovable;

“artisan” means an employee engaged on any operation, other than the operations specified in the definitions of “general worker”, “joinery assembler”, “manufacturing worker”, “machine operator” and “tradesman”, and, without in any way limiting the ordinary meaning of the expression, shall include—

(1) in the case of a joiner, an employee engaged on marking and setting out, manufacturing, assembling, planing and finishing woodwork;

(2) in the case of a wood machinist, an employee engaged on any one or more of the following:

(a) The mechanical assembly, including the setting up, removing replacing and adjusting of cutting blades, and preparation for use of any one or more of the following machines:

- (i) Spindles (upright and moulding);
- (ii) four or more cutter moulding machines;
- (iii) planers;
- (iv) thicknessers;
- (v) tenoning machines, including double-ended tenoning machines;
- (vi) four-siders;
- (vii) mortisers and gang mortisers;

(b) attending, operating, starting and stopping any power-driven machine;

(3) in the case of other trades, an employee, other than a joiner or a wood machinist, who is engaged on any one or more of the operations in any one or more of the trades described in the definition of “skilled work” in clause 3 of Chapter I of the Agreement, excluding the trades “shop joinery” and “wood machining”;

“artisan’s work” means any operation referred to in the definition of “artisan”, and includes any other work not elsewhere specified in this Agreement;

“built-in” means any process whereby an article is, or is intended to be, structurally integrated or otherwise incorporated into a building permanently in such a manner that it loses its own separate identity and character and becomes part of the fabric of the building;

41. PROSEDURE TER BESLEGTING VAN GESKILLE

(1) Alle geskille, griewe en voorgestelde wysigings betreffende diens in die Nywerheid kan aan die Raad vir ondersoek voorgeleë 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 bemiddeling 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 voorgeleë 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 die geskil besleg is.

HOOFSTUK II**MASSAVERVAARDIGING****1. ALGEMEEN**

(1) Hierdie Hoofstuk moet nagekom word deur alle werkgewers en werknemers wat betrokke is by of werksaam is in die Massavervaardigingsseksie van die Bounywerheid.

(2) Hoofstuk I van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op hierdie Hoofstuk. Waar Hoofstuk I strydig is met die bepalings in hierdie Hoofstuk vervat, is die bepaling van laasgenoemde Hoofstuk van toepassing en moet hulle voorkeur geniet.

2. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Hoofstuk gebruik word maar nie hierin omskryf word nie maar wat in klousule 3 van Hoofstuk I van hierdie Ooreenkoms omskryf is, het dieselfde betekenis as in daardie Hoofstuk; voorts beteken—

“vassit” 'n proses waarvolgens 'n artikel op so 'n wyse aan 'n gebou vasgeheg word, of bedoel word vasgeheg te wees, dat dit onbeweegbaar is;

“ambagsman” 'n werknemer wat 'n ander werksaamheid verrig as die werksaamhede gespesifiseer in die omskrywing van “algemene werker”, “skrynwermonteur” “vervaardigingswerker” “masjienbediener” en “bouwerker”, en sonder om die gewone betekenis van die uitdrukking enigins te beperk, omvat dit—

(1) in die geval van 'n skrynwermonteur, 'n werknemer wat houtwerk afmerk en uittel, vervaardig, monteer, skaaf en afwerk;

(2) in die geval van 'n houtmasjienwerker, 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Snymesse meganiese monteer, met inbegrip van die opstel, verwydering, vervanging en verstelling daarvan, asook die voorbereiding vir gebruik van een of meer van die volgende masjiene:

- (i) Regopspele en vormspele;
- (ii) lysmasjiene met vier of meer beitels;
- (iii) skaafmasjiene;
- (iv) dikteskaafmasjiene;
- (v) tapsnymasjiene, met inbegrip van dubbelkop-tapsnymasjiene;
- (vi) viersydige masjiene;
- (vii) tapgat- en meerkop-tapgatmasjiene;

(b) 'n kragmasjien versorg, bedien, aan- en afskakel;

(3) in die geval van ander ambagte, 'n werknemer, uitgesonderd 'n skrynwermonteur of 'n houtmasjienwerker, wat een of meer van die werksaamhede verrig in een of meer van die ambagte wat in die omskrywing “geskoole werk” in klousule 3 van Hoofstuk I van die Ooreenkoms beskryf word, uitgesonderd die ambagte “winkelskrynwerk” en “houtmasjienwerk”;

“ambagsman se werk” alle werksaamhede in die omskrywing van “ambagsman” bedoel, en omvat dit alle ander werk wat nie elders in hierdie Ooreenkoms voorgeskryf word nie;

“ingebou” 'n proses waarvolgens 'n artikel struktureel permanent met 'n gebou geïntegreer of op 'n ander wyse daarby ingelyf word, of bedoel word daarmee geïntegreer of op 'n ander wyse daarby ingelyf te wees, op so 'n wyse dat dit sy eie afsonderlike identiteit en karakter verloor en deel van die samestel van die gebou word;

"close supervision" means, in relation to the supervision of work being performed that the person who, in terms of the definition of "supervision", is permitted to supervise, maintains sufficient personal control of the work to ensure that every aspect of the work is carried out to an acceptable standard;

"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 3 of this Chapter;

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

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

- (1) Saw doctor attendant;
- (2) oiling and greasing machinery when not in operation;
- (3) drawing off materials from all woodworking machines;
- (4) applying glue, including glueing and/or fixing facings to panels or frames;
- (5) stopping or puttying woodwork;
- (6) treating timber with preservatives;
- (7) placing and fixing in position of egg-crating, fillets or acoustic material in recesses formed by frames;
- (8) all operations relating to the manufacture of roof trusses by way of nail plates, excluding the operation of cross-cut saws;
- (9) assisting employees for whom wages are prescribed in clause 16 (1) (c) to (h) of Chapter I inclusive wherever necessary, but not himself performing the work of such employees;

"joiner" means an employee referred to in (1) of the definition of "artisan" above;

"joinery assembler" means an employee who is registered as a tradesman, Class 3, in accordance with the provisions of clause 3 of this Chapter and who is engaged under supervision on any one or more of the following:

- (1) Operating a portable router, morticer, planer or skill-saw to a jig;
- (2) cutting of glass, face-putty work and the removing and refixing of beads;
- (3) morticing, jig tenoning, jig assembly and nailing of selflocating and pinned door frames, window frames, sashes and doors;
- (4) attaching of hinges, stays and fasteners using jigs, attaching of sashes and louvres to frames and cutting and pinning glazing beads;

"machine operator" means an employee who is registered as a tradesman, Class 2, in accordance with the provisions of clause 3 of this Chapter and who is engaged under supervision on any one or more of the following:

- (1) Supervising not more than two manufacturing workers;
- (2) attending, operating, starting, stopping, setting up and adjusting any one or more of the following machines, including pre-selected adjustments which form part of the operation of the machines:
 - (a) Broom handle machines;
 - (b) circular saws;
 - (c) band re-saws;
 - (d) end-and-edge-trimming machines;
 - (e) all wood block and mosaic floor machines;
- (3) attending, operating, starting and stopping any one or more of the machines described in (2) (a) of the definition of "artisan" but, except as otherwise provided in paragraph (4) hereunder, excluding the mechanical assembly and setting up of or the making of adjustments to such machines, other than pre-selected adjustments which form part of the operation of the machines;
- (4) assisting a wood machinist to carry out the operations described in (2) (a) of the definition of "artisan";

"machinery" means—

- (1) any locomotive or any stationary or portable engine or boiler or other steam apparatus;
- (2) any pressure vessel or portable gas container;

"streng toesig", ten opsigte van toesig oor die werk wat verrig word, dat die persoon wat ingevolge die omskrywing van "toesig" toegelaat word om toesig te hou voldoende persoonlike beheer oor die werk uitoefen om te verseker dat elke aspek van die werk volgens 'n aanvaarbare standaard uitgevoer word;

"vakman" 'n werknemer van wie daar vereis word of wat toegelaat word om ambagsman se werk te verrig en wat ooreenkomstig klousule 3 van hierdie hoofstuk as vakman geregistreer is;

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

"algemene werker" 'n werknemer wat onder toesig een of meer van die volgende werksaamhede verrig:

- (1) 'n Saaghersteller behulpsaam wees;
- (2) masjinerie olie en smeer wanneer hulle nie loop nie;
- (3) materiaal van alle soorte houtwerkmasjiene afhaal;
- (4) lym aanwend, met inbegrip van voorwerk aan panele of rame vaslym en/of vassit;
- (5) houtwerk toestop of bestopverf;
- (6) hout met preserveermiddels behandel;
- (7) eierkrate, houtstroke of akoestiek materiaal in posisie plaas en vassit in holtes wat deur rame gevorm word;
- (8) alle werksaamhede in verband met die vervaardiging van dak-kappe by wyse van spykerplate, uitgesonderd die bediening van dwarsaie;

(9) werknemers vir wie lone in klousule 16 (1) (c) tot en met (h) van Hoofstuk I voorgeskryf word, help wanneer nodig, maar nie self die werk van sodanige werknemers verrig nie;

"skrynerwerker" 'n werker in (1) van die omskrywing van "ambagsman" hierbo bedoel;

"skrynerwerkmonteur" 'n werknemer wat ooreenkomstig klousule 3 van hierdie Hoofstuk as 'n bouwerker klas 3 geregistreer is en wat een of meer van die volgende werksaamhede onder toesig verrig:

- (1) 'n Verplaasbare verdiepskaaf-, tapgat- of skaafmasjien of uitsnysaag volgens 'n setmaat bedien;
- (2) glas sny, voorstopverfwerk en die verwydering en herbevestiging van kraallyste;
- (3) selfstand- en vasgepende deurkosyne, vensterkosyne, venster-rame en deure tap, settap, setmonteer en vasspyker;
- (4) skarniere, stuiters en hegstukke vasheg, met gebruikmaking van setmate, vensterrame en hortjies aan rame vasheg en ruitkraallyste sny en met ruitspykertjies vassit;

"masjienebediener" 'n werknemer wat ooreenkomstig klousule 3 van hierdie Hoofstuk as 'n bouwerker klas 2 geregistreer is en wat een of meer van die volgende werksaamhede onder toesig verrig:

- (1) Toesig hou oor hoogstens twee vervaardigingswerkers;
- (2) een of meer van ondergenoemde masjiene versorg, bedien, aan- en afskakel, opstel en verstel, met inbegrip van vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:
 - (a) Besemstokmasjiene;
 - (b) sirkelsaie;
 - (c) bandnasaagmasjiene;
 - (d) ent-en-kantafwerkmasjiene;
 - (e) alle houtblokkiesvloer- en mosaëkvloermasjiene;
- (3) een of meer van die masjiene wat in (2) (a) van die omskrywing van "ambagsman" beskryf word; versorg, bedien, aan- en afskakel maar, behoudens andersluidende bepalings in paragraaf (4) hierna, uitgesonderd die meganiese montering en opstel van sodanige masjiene of verstelwerk daaraan, behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene;

(4) 'n houtmasjienerwerker behulpsaam wees met die werksaamhede wat in (2) (a) van die omskrywing van "ambagsman" beskryf word;

"masjinerie"—

- (1) 'n lokomotief of 'n vasstaande of vervoerbare masjien of stoomketel of ander stoomapparaat;
- (2) 'n drukhouer of vervoerbare gashouer;

(3) any appliance or combination of appliances used or intended to be used for generating, developing, receiving, storing, converting, transforming or transmitting any form of power or energy, or for conveying persons or goods; and

(4) any other appliance that the Minister may by notice in the *Gazette* declare to be machinery for the purposes of the Machinery and Occupational Safety Act, Act 6 of 1983, but does not include—

(a) machinery as defined in the Mines and Works Act, 1956 (Act 27 of 1956);

(b) domestic appliances in use as such; or

(c) vehicles other than steam-driven vehicles;

“manufacturing worker” means an employee who is registered as a tradesman, Class 4, and engaged under supervision on any one or more of the following: Provided that a machine operator may supervise not more than two employees engaged on any one of the operations referred to in (1) and/or (2) hereunder.

(1) Attending, operating, starting and stopping any one or more of the following machines, but excluding the setting up of or the making of adjustments to such machines, other than pre-selected adjustments which form part of the operation of the machines:

(a) Double or treble drum or wide belt sanding machines;

(b) panel or door sanding machines;

(c) sliding belt sanding machines;

(d) cross-cut saws;

(e) mortisers and gang mortisers;

(2) feeding materials to and drawing materials from power-driving mechanically-fed woodworking machines;

(3) framing up and securing butt-jointed material and assembling manufactured components in jigs or cramps;

(4) clamping or cramping doors and sashes;

(5) operating automatic or manual presses;

(6) placing and fixing in position of windows or door frames in panel apertures;

(7) assembling ceiling and floor panels to jigs;

(8) fixing backs to fittings;

(9) nailing up drawers and trays (including bottoms);

(10) sanding of timber with portable sanders;

(11) drilling of holes in timber, using portable power tools;

(12) cutting and trimming of wedges;

(13) application of the priming coat of paint, or where a priming coat is not applied, the application of the first coat of paint on all unpainted surfaces;

“Mass-manufacturing Section of the Building Industry” means, subject to the provisions of any Demarcation Determination which has been made in terms of section 76 of the Act, that section of the Building Industry as defined in clause 3 of Chapter I of the Agreement in which activities are carried out in connection with the mass-manufacturing in off-site workshops, using repetitive processes, of articles and/or component parts for articles and/or the assembly of articles which are manufactured wholly of wood or mainly of wood in combination with plastic and/or any other material, for use in the erection, completion, renovation, repair, maintenance or alteration of buildings or structures, and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops, excluding clerical employees and administrative staff, who are engaged in the mass manufacture and/or assembly of roof trusses, laminated beams, mouldings, skirting boards, panelling, ceiling boards, wooden floor blocks, wooden shelving and stairs, wooden doors and door frames, wooden windows and window frames, multi-purpose cabinets, kitchen cupboards, kitchen dressers and other kitchen fittings, partitioning, shop, office and bank fittings and any other wooden fixtures which are built-in and/or affixed to buildings and structures. For the purposes of this definition, “wood” means wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component;

(3) ‘n toestel of kombinasie van toestelle wat gebruik word of bestem is om gebruik te word vir die opwekking, ontwikkeling, ontvangs, opgaar, omvorming, transformering of oorbring van alle vorms van krag of energie, of vir die vervoer van persone of goedere; en

(4) ander toestelle wat die Minister by kennisgewing in die *Staatskoerant* as masjinerie vir die doeleindes van die Wet op Masjinerie en Beroepsveiligheid, Wet 6 van 1983, verklaar, maar nie ook—

(a) masjinerie soos in die Wet op Myne en Bedrywe, 1956 (Wet 27 van 1956), omskryf nie;

(b) huishoudelike toestelle wat as sodanig in gebruik is nie; of

(c) voertuie nie, behalwe voertuie wat deur stoom aangedryf word;

“vervaardigingswerker” ‘n werknemer wat as bouwerker klas 4 geregistreer is en wat een of meer van die volgende werksaamhede onder toesig verrig. Met dien verstande dat ‘n masjienbediener toesig kan hou oor hoogstens twee werknemers wat enigeen van die werksaamhede verrig wat in (1) en/of (2) hieronder bedoel word:

(1) Een of meer van die volgende masjiene versorg, bedien, aan- en afskakel, maar nie sodanige masjiene opstel of verstelwerk daaraan verrig nie, behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene.

(a) Dubbel- of driedrom- of breëbandskuurmasjiene;

(b) paneel- of deurskuurmasjiene;

(c) skuifbandskuurmasjiene;

(d) dwarssae;

(e) tapgat- en meerkop-tapgatmasjiene;

(2) materiaal in meganiese gevoerde houtwerk-kragmasjiene voer en dit daarvan afhaal;

(3) gestootlaste materiaal aanmeekaarsit en vassit en vervaardigde komponente in setmate of klampe monteer;

(4) deure en vensterrame vasklamp of vasklem;

(5) outomatiese of handperse bedien;

(6) venster- of deurkosyne in paneelopeninge in posisie plaas en vassit;

(7) plafon- en vloerpaneel volgens setmate aanmeekaarsit;

(8) rugstukke aan toebehore vassit;

(9) laaie en vlaklaaie (met inbegrip van bome) vasspyker;

(10) timmerhout met verplaasbare skuurmasjiene skuur;

(11) gate in timmerhout boor, met gebruikmaking van draagbare kraggereedskap;

(12) wie sny en afwerk;

(13) ‘n grondverflaag op allerlei ongeverfde oppervlakke aanbring, of waar daar nie ‘n grondverflaag aangebring word nie, dan ‘n eerste verflaag;

“Massavervaardigingsseksie van die Bounywerheid”, behoudens die bepalings van Afbakeningsvasstellings wat kragtens artikel 76 van die Wet gemaak is, daardie seksie van die Bounywerheid wat in klousule 3 van Hoofstuk I van die Ooreenkoms omskryf word waarin werksaamhede uitgevoer word in verband met die massavervaardiging in werkwinkels buite die terrein, en met gebruikmaking van herhalingsprosesse, van artikels en/of onderdele vir artikels en/of die montering van artikels wat uitsluitlik uit hout of hoofsaaklik uit hout in kombinasie met plastiek en/of ‘n ander materiaal vervaardig is, vir gebruik by die oprigting, voltooiing, opknapping, herstel, onderhoud of verbouing van geboue of bouwerke en, sonder om enigsins die betekenis van die uitdrukking te beperk, omvat dit ook alle werk wat deur iemand in sodanige werkwinkels uitgevoer word, uitgesonderd klerke en administratiewe personeel, wat die volgende dinge massavervaardig en/of inmeekaarsit: Dakkappe, lamelbalke, gietvorms, vloerlyste, paneelwerk, plafonborde, houtvloerblokkies, houttrakke en -trappe, houtdeure en -deurkosyne, houtvensters en -vensterkosyne, meerdoelkabinette, kombuiskeste, kombuislaaie en ander kombuistoebehore, afskortings, winkel-, kantoor- en banktoebehore en ander vaste toebehore van hout wat by geboue en bouwerke ingebou en/of daaraan vasgeheg is. Vir die toepassing van hierdie omskrywing beteken “hout” hout, laaghout, fineerbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte waarvan hout die hoofkomponent uitmaak;

"off-site workshop" means any premises which is not situated on a site where building construction activities are being carried out, and which is registered or is liable for registration as a "factory" in terms of the provisions of the Machinery and Occupational Safety Act, Act 6 of 1983, and on which any activities in connection with the Mass-manufacturing Section of the Building Industry, using woodworking machines other than portable electric and/or pneumatic tools, are being carried out;

"overtime" means all time worked in excess of the hours prescribed in clause 13 of Chapter I;

"portable electric tool" means any electrically operated tool which is used or intended to be used for the removal of material from any article by means of cutting or abrasion, or for the joining of articles by means of any heating process, or for percussion purposes, or for exerting torque, and which is designed for use with—

(a) a flexible cord at the supply end and which is intended for use by hand and to be carried by hand at the place of work; or

(b) a flexible cable at the supply end and which is intended for use by hand and to be moved by hand at the place of work;

"supervision" unless in conflict with the context of the definition of "manufacturing worker" or "machine operator" or with any other specific provisions in this Chapter of the Agreement, shall only be exercised by—

(a) an employer, or

(b) an employee for whom wages are prescribed in clause 16 (1) (h) of Chapter I;

and who is qualified in the trade as referred to in the definition of "artisan" in which the employee being supervised is working: Provided that a wood machinist who falls within the categories referred to in paragraph (a) or (b) above shall not be required to supervise more than two machine operators or trainee machine operators and four manufacturing workers;

"wood machinist" means an employee referred to in paragraph (2) of the definition of "artisan".

3. REGISTRATION OF PROBATIONARY TRAINEE TRADESMEN, TRAINEE TRADESMEN, CLASS 4, 3 OR 2, TRADESMEN, CLASS 4, 3 OR 2, ARTISANS AND CRAFTSMEN AND RE-REGISTRATION OF ARTISANS' ASSISTANTS, MANUFACTURING WORKERS, MACHINE OPERATORS AND JOINERY ASSEMBLERS

1. The provisions of clause 8 of Chapter I of the Agreement shall *mutatis mutandis* apply to persons who are employed as trainees or learners under the Former Agreement or persons who wish to be employed under this Chapter as probationary trainee tradesmen or trainee tradesman, Class 4, 3 or 2 and who, once registered, shall only be employed by accredited training employers in the trade for which the trainee is registered by the Council.

2. The provisions of clause 9 of Chapter I of the Agreement shall *mutatis mutandis* apply to persons who wish to be employed under this Chapter as either a tradesmen, Class 4, 3 or 2, artisans or craftsmen and no employer shall employ any person unless such person has obtained a certificate of registration as a tradesman, Class 4, 3 or 2, artisan or craftsman from the Council.

3. The provisions of clause 9 of Chapter I of the Agreement shall *mutatis mutandis* apply to persons who were registered as either artisans' assistants, manufacturing workers, machine operators or joinery assemblers under the Former Agreement and they shall be required to re-register as provided in clause 9 of Chapter I of the Agreement within 90 calendar days of the date of this Agreement becoming binding upon employers and employees in the Building Industry.

4. PROHIBITED EMPLOYMENT

The provisions of clause 10 of Chapter I of the Agreement shall *mutatis mutandis* apply to persons who are required or permitted to perform skilled work under Chapter II of this Agreement, and to the employers of such persons.

"werkwinkel buite die terrein" 'n perseel wat nie geleë is op 'n plek waar bouwerksaamhede aan die gang is nie en wat ingevolge die Wet op Masjinerie en Beroepsveiligheid, Wet 6 van 1983, as 'n "fabriek" geregistreer is of moet wees en waarop werksaamhede uitgevoer word in verband met die Massavervaardigingseksie van die Bounywerheid waarby houtwerkmasjiene, uitgesonderd verplaasbare elektriese en/of drukluggereedskap, gebruik word;

"oortyd alle tyd wat daar langer gewerk word as die ure in die klousule 13 van Hoofstuk I voorgeskryf;

"verplaasbare elektriese gereedskap" 'n elektriese bediende stuk gereedskap wat gebruik word of bedoel is om gebruik te word vir die verwydering van materiaal van 'n artikel deur middel van sny of skuur, of vir die samevoeging van artikels deur middel van 'n verhittingsproses, of vir perkussiedoeleindes, of om wringkrag uit te oefen, en wat ontwerp is vir gebruik met—

(a) 'n buigsame koord aan die toevoerkant en bedoel is vir gebruik met die hand en om met die hand by die werkplek gedra te word; of

(b) 'n buigsame kabel aan die toevoerkant en bedoel is om by die werkplek met die hand gebruik en met die hand verskuif te word;

"toesig", tensy strydig met die verband van die omskrywing van "vervaardigingswerker" of "masjiensbediener" of met ander spesifieke bepalinge in hierdie Hoofstuk van die Ooreenkoms, dat dit slegs deur die volgende persone uitgeoefen mag word:

(a) 'n Werkgewer; of

(b) 'n werknemer vir wie daar lone in klousule 16 (1) (h) van Hoofstuk I voorgeskryf word;

en wat gekwalifiseer is in die ambag soos bedoel in die omskrywing van "ambagsman" waarin die werknemer werk oor wie daar toesig gehou word: Met dien verstande dat daar nie van 'n houtmasjienswerker wat binne die kategorieë val in paragraaf (a) of (b) hierbo bedoel, vereis mag word om toesig te hou oor meer as twee masjiensbedieners of kwekeling-masjiensbedieners en vier vervaardigingswerkers nie;

"houtmasjienswerker" 'n werknemer in paragraaf (2) van die omskrywing van "ambagsman" bedoel.

3. REGISTRASIE VAN PROEFKWEKELINGBOUWERKERS, KWEKELINGBOUWERKERS KLAS 4, 3 OF 2, BOUWERKERS KLAS 4, 3 OF 2, AMBAGSMAN EN VAKMANNE EN HERREGISTRASIE VAN AMBAGSMANNE SE ASSISTENTE, VERVAARDIGINGSWERKERS, MASJIEBEDIENERS EN SKRYNWERKMONTEURS

1. Klousule 8 van Hoofstuk I van die Ooreenkoms is *mutatis mutandis* van toepassing op persone wat as kwekelinge of leerlinge ingevolge die Vorige Ooreenkoms in diens is, of persone wat ingevolge hierdie Hoofstuk in diens geneem wil word as proefkwekelingbouwerkers of kwekelingbouwerkers klas 4, 3 of 2 en wat, wanneer hulle geregistreer is, slegs deur geakkrediteerde opleidingswerkgewers in diens geneem mag word om werk te verrig in die ambag waarvoor die kwekeling by die Raad geregistreer is.

2. Klousule 9 van Hoofstuk I van die Ooreenkoms is *mutatis mutandis* van toepassing op persone wat ingevolge hierdie Hoofstuk in diens geneem wil word as bouwerkers klas 4, 3 of 2, ambagsmanne of vakmanne, en geen werkgewer mag iemand in diens neem nie, tensy so iemand 'n registrasiesertifikaat as bouwerker klas 4, 3 of 2, ambagsman of vakman van die Raad verkry het.

3. Klousule 9 van Hoofstuk I van die Ooreenkoms is *mutatis mutandis* van toepassing op persone wat as ambagsmanse assistente, vervaardigingswerkers, masjiensbedieners of skrynwerkmonteurs ingevolge die Vorige Ooreenkoms geregistreer is, en hulle moet binne 90 kalender dae vanaf die datum waarop hierdie Ooreenkoms bindend word vir werkgewers en werknemers in die Bounywerheid herregistreer soos voorgeskryf in klousule 9 van Hoofstuk I van die Ooreenkoms.

4. VERBODDE INDIENSNEMING

Klousule 10 van Hoofstuk I van die Ooreenkoms is *mutatis mutandis* van toepassing op persone van wie vereis word of wat toegelaat word om geskoolde werk te verrig ingevolge Hoofstuk II van hierdie Ooreenkoms, en op die werkgewers van sodanige persone.

5. REGISTRATION OF OFF-SITE WORKSHOPS

(1) Every employer in the Building Industry who carries out activities within the Mass-manufacturing Section of the Building Industry in an off-site workshop on the date on which this Agreement comes into operation, and every employer who commences the carrying out of such activities after that date and who wishes to operate under the provisions of Chapter II of this Agreement, shall apply to the Council, in such form as may be prescribed by the Council from time to time, for such off-site workshop to be registered with the Council, and shall furnish the following particulars in support of such application:

- (a) His trading name;
- (b) (i) in the case of a sole proprietor, the identity number and name of the proprietor;
- (ii) in the case of a partnership, the identity numbers and names of the partners, and a certified copy of the partnership agreement;
- (iii) in the case of a company, the identity numbers and names of the directors, and a copy of the certificate of incorporation;
- (c) his business address;
- (d) the trade or trades carried out by him;
- (e) the situation of his off-site workshop;
- (f) the number and categories of employees in his employ;
- (g) the machines which will be used by him to carry out such activities;

(h) the security arrangements made by him to protect the tools and clothes belonging to his employees and to prevent any unauthorised entry to his off-site workshop during and outside normal working hours.

(2) Subject to the provisions of subclause (3), a certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to every employer in respect of each off-site workshop registered by the Council, and each certificate of registration shall specify that such employer is entitled to operate under the provisions of Chapter II of this Agreement in respect of such off-site workshop.

(3) An off-site workshop shall not be registered by the Council in accordance with the provisions of this clause unless—

- (a) the particulars specified in subclause (1) have been furnished to the Council; and
- (b) not less than one wood machinist, two machine operators or trainee machine operators and four manufacturing workers are employed in such off-site workshop; and
- (c) not less than six different types of woodworking machines, other than portable electric and/or pneumatic tools, are used in such off-site workshop: Provided that, where an employer uses a number of woodworking machines which are different but which can also be considered as being of a similar type or as falling within a similar range, the Council shall have the right to determine whether or not such off-site workshop is eligible for registration in terms of the requirements of this paragraph; and
- (d) the Council is satisfied that adequate and proper provision has been made by the employer for the protection of his employees' tools and clothes and for the prevention of unauthorised entry to his workshop at all times.

(4) The Secretary of the Council shall maintain a register of all off-site workshops registered in terms of this clause.

(5) Every employer shall notify the Council forthwith in writing of any changes in the particulars furnished by him in accordance with the provisions of subclause (1) of the registration of his off-site workshop, including changes in any partnership or partnership agreement and changes in the directors of a company.

6. LABOUR-ONLY CONTRACTS

(1) No employer who carries out activities in an off-site workshop which is registered with the Council in accordance with the provisions of clause 5 (3) of this Chapter shall give out or perform work on a labour-only contract basis.

(2) No employee who is employed in an off-site workshop which is registered with the Council in accordance with the provisions of clause 5 (3) of this chapter shall perform work on a labour-only contract basis.

Signed at Cape Town this 5th day of September 1988.

H. MCCARTHY,
Chairman.

A. C. DENNIS,
Vice-Chairman.

J. J. KITSHOFF,
Secretary.

5. REGISTRASIE VAN WERKWINKELS BUITE DIE TERREIN

(1) Elke werkgever in die Bounwyerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms werksaamhede binne die Massavervaardigingsseksie van die Bounwyerheid in 'n werkwinkel buite die terrein verrig en elke werkgever wat ná daardie datum met sodanige werksaamhede begin en wat ingevolge Hoofstuk II van hierdie Ooreenkoms sake wil doen, moet op die wyse wat die Raad van tyd tot tyd voorskryf by die Raad aansoek doen om die registrasie by die Raad van so 'n werkwinkel buite die terrein en hy moet die volgende besonderhede ter staving van sy aansoek voorleë:

- (a) Sy handelsnaam;
- (b) (i) in die geval van 'n alleeneienaar, die eienaar se identiteitsnommer en naam;
- (ii) in die geval van 'n vennootskap, die vennote se identiteitsnommers en name en 'n gewaarmerkte kopie van die vennootskapsooreenkoms;
- (iii) in die geval van 'n maatskappy, die direkteure se identiteitsnommers en name en 'n kopie van die inkorporasiesertifikaat;
- (c) sy besigheidsadres;
- (d) die ambag of ambagte wat hy uitoefen;
- (e) die ligging van sy werkwinkel buite die terrein;
- (f) die getal en klasse werknemers in sy diens;
- (g) die masjiene wat hy sal gebruik om dié werksaamhede te verrig;
- (h) die veiligheidsmaatreëls wat hy getref het om die gereedskap en klere te beskerm wat aan sy werknemers behoort en om te verhinder dat ongemagtigdes sy werkwinkel buite die terrein buite die gewone werkkure binnekom.

(2) Behoudens subklousule (3) moet 'n registrasiesertifikaat, deur of die Voorsitter of die Sekretaris van die Raad onderteken, aan elke werkgever uitgereik word ten opsigte van elke werkwinkel buite die terrein wat by die Raad geregistreer is, en elke registrasiesertifikaat moet aandui dat so 'n werkgever daarop geregtig is om ingevolge Hoofstuk II van hierdie Ooreenkoms by so 'n werkwinkel buite die terrein sake te doen.

(3) 'n Werkwinkel buite die terrein mag nie ooreenkomstig hierdie klousule deur die Raad registreer word nie tensy—

- (a) die besonderhede in subklousule (1) gemeld aan die Raad gelewer is; en
- (b) minstens een houtmasjiener, twee masjienedieners of kwekeling-masjienedieners en vier vervaardigingswerkers in so 'n werkwinkel buite die terrein in diens is; en
- (c) minstens ses verskillende soorte houtwerkmasjiene, uitgesonderd verplaasbare elektriese en/of drukluggereedskap, in so 'n werkwinkel buite die terrein gebruik word: Met dien verstande dat waar 'n werkgever 'n aantal houtwerkmasjiene gebruik wat verskillend is maar wat ook beskou kan word as van dieselfde soort of dat hulle binne dieselfde reeks val, die Raad die reg het om te bepaal of so 'n werkwinkel buite die terrein geskik is vir registrasie ingevolge die vereistes van hierdie paragraaf, en
- (d) die Raad daarvan oortuig is dat die werkgever voldoende en behoorlike voorsiening gemaak het vir die beskerming van sy werknemers se gereedskap en klere en om te voorkom dat ongemagtigdes sy werkwinkel te eniger tyd binnegaan.

(4) Die Sekretaris van die Raad moet 'n register byhou van alle werkwinkels buite die terrein wat ingevolge hierdie klousule geregistreer is.

(5) Elke werkgever moet die Raad onverwyld skriftelik in kennis stel van alle veranderings van die besonderhede wat hy by die registrasie van sy werkwinkel buite die terrein ooreenkomstig subklousule (1) verskaf het, met inbegrip van veranderings in die vennootskap of die vennootskapsooreenkoms en veranderings in die direkteure van die maatskappy.

6. SLEGS-ARBEID-KONTRAKTE

(1) Geen werkgever wat werksaamhede verrig in 'n werkwinkel buite die terrein wat ooreenkomstig klousule 5 (3) van hierdie Hoofstuk by die Raad geregistreer is, mag werk op die grondslag van 'n slegs-arbeid-kontrak uitbestee of verrig nie.

(2) Geen werknemer wat werksaam is in 'n werkwinkel buite die terrein wat ooreenkomstig klousule 5 (3) van hierdie Hoofstuk by die Raad geregistreer is, mag werk op die grondslag van 'n slegs-arbeid-kontrak verrig nie.

Geteken te Kaapstad op hede die 5de dag van September 1988.

H. MCCARTHY,
Voorsitter.

A. C. DENNIS,
Ondervoorsitter.

J. J. KITSHOFF,
Sekretaris.

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