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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 804

9 June 1995

LABOUR RELATIONS ACT, 1956

CANCELLATION OF GOVERNMENT
NOTICE

BUILDING INDUSTRY, NORTH AND
WEST BOLAND

I, Tito Titus Mboweni, Minister of Labour, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notice R. 1854 of 28 October 1994 with effect from the second Monday after the date of publication of this notice.

T. T. MBOWENI,
Minister of Labour.

No. R. 805

9 June 1995

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, NORTH AND WEST
BOLAND: MAIN AGREEMENT

I, Tito Titus Mboweni, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 804

9 Junie 1995

WET OP ARBEIDSVERHOUDINGE, 1956

INTREKKING VAN GOEWERMENTS-
KENNISGEWING

BOUNYWERHEID, NOORD- EN
WES-BOLAND

Ek, Tito Titus Mboweni, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewing R. 1854 van 28 Oktober 1994 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

T. T. MBOWENI,
Minister van Arbeid.

No. R. 805

9 Junie 1995

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, NOORD- EN WES-BOLAND:
HOOFDOOREENKOMS

Ek, Tito Titus Mboweni, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die

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years from the said Monday, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 6 (8) (d), 22, 23, 27, 29 and 32, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, 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.

T. T. MBOWENI,
Minister of Labour.

SCHEDULE
BUILDING INDUSTRIAL COUNCIL, NORTH AND
WEST BOLAND
AGREEMENT

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

Building Industries Association North Boland

and

Bou Industrieë Assosiasie Wes-Boland

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

Building Workers' Union

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

being the parties to the Building Industrial Council, North and West Boland.

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed—

(a) by all employers and by all employees engaged or employed in the building industry who are members of the employers' organisations and the trade union, respectively;

(b) in the Magisterial Districts of Ceres, Hopefield, Moorreesburg, Piketberg, Tulbagh, Vredenburg and Worcester.

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

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

(b) apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof;

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

(d) not apply to general foremen;

(e) apply to labour-only contractors, working partners and working directors, principals and contractors.

werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 6 (8) (d), 22, 23, 27, 29 en 32, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag 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 die genoemde Ooreenkoms gespesifiseer.

T. T. MBOWENI,
Minister van Arbeid.

BYLAE
BOUNYWERHEIDSRAAD, NOORD- EN
WES-BOLAND
OOREENKOMS

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

Building Industries Association North Boland

en

Bou Industrieë Assosiasie Wes-Boland

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

Building Workers' Union

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

wat die partye is by die Bounywerheidsraad, Noord- en Wes-Boland.

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word—

(a) deur alle werkgewers en alle werknemers wat by die Bounywerheid betrokke of daarin werksaam is en wat lede is van onderskeidelik die werkgewersorganisasies en die vakvereniging;

(b) in die landdrostdistrikte Ceres, Hopefield, Moorreesburg, Piketberg, Tulbagh, Vredenburg en Worcester.

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

(a) van toepassing slegs op die klasse werknemers vir wie lone voorgeskryf word in hierdie ooreenkoms;

(b) van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is nie met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewing wat daarkragtens voorgeskryf of beteken is;

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

(d) nie van toepassing op algemene voormanne nie;

(e) van toepassing op slegs-arbeid-kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

“**Act**” means the Labour Relations Act, 1956;

“**apprentice**” means an employee serving under a written contract of apprenticeship registered under the Manpower Training Act, 1981, and includes an employee employed during the probationary period allowed under that Act;

“**Area ‘A’**” means the Magisterial District of Worcester;

“**Area ‘B’**” means the Magisterial Districts of Hopefield, Moorreesburg, Piketberg and Vredenburg.

“**Area ‘C’**” means the Magisterial Districts of Ceres and Tulbagh;

“**artisan**” means any person registered as such in terms of clause 6 of this Agreement and who is permitted to perform skilled work as defined;

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

“**block layer**” 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;

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

“**Building Industry**” means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and their employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and includes 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 such demolitions were 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, drain-laying, slating and roof tiling, bituminous work, asphalt-laying and sheeting, and the erecting of prefabricated structures or garden walls and/or boundary walls with posts, slabs or any other materials;

2. GELDIGHEIDSDUUR VAN OOREENKOMS

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

3. WOORDOMSKRYWINGS

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

“**Wet**” die Wet op Arbeidsverhoudinge, 1956;

“**vakleerling**” 'n werknemer wat diens doen ooreenkomstig 'n skriftelike leerkontrak wat geregistreer is ingevolge die Wet op Mannekragopleiding, 1981, en omvat dit 'n werknemer wat in diens is gedurende die proeftydperk in dié Wet toegelaat;

“**Gebied ‘A’**” die landdrostdistrik Worcester;

“**Gebied ‘B’**” die landdrostdistrikte Hopefield, Moorreesburg, Piketberg en Vredenburg.

“**Gebied ‘C’**” die landdrostdistrikte Ceres en Tulbagh;

“**ambagsman**” iemand wat as sodanig geregistreer is ingevolge klousule 6 van hierdie Ooreenkoms en wat geskoolde werk soos omskryf kan verrig;

“**blok**” 'n muureenheid waarvan die vlakmetings 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 registrasiesertifikaat uitgereik het, wat blokke soos in hierdie Ooreenkoms omskryf, lê op enige soort konstruksie of wat plaveiplatblokke, voorafgevormde 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 oorhoofse posisie te hou in verband met bou- of uitgrawingswerk;

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

“**Bounywerheid**” sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en hul werknemers 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, hetsy die werk verrig, die materiaal voorberei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by volgende bedrywighede of onderafdelings daarvan betrokke is, met inbegrip van uitgrawings en die voorbereiding van terreine vir geboue asook die sloping van geboue, tensy sodanige sloping nie uitgevoer is met die doel om die terreine vir bouwerksaamhede voor te berei nie;

messelwerk, wat die volgende insluit: Betonnering en die aanbring van betonblokke, -blaaie of -plate en glasstene, die beteëling van mure en vloere, voegvulling, plaveiwerk, mosaiekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, rioollêwerk, leierwerk en pandekking, bitumenwerk, asfaltering en beplating en die oprigting van voorafvervaardigde bouwerke of tuinmure en/of grensmure met pilare, blaaie of enige ander materiale;

concrete paving, which includes the laying of concrete on the ground between buildings, as well as concrete paths which are laid on the same site as a building, whether such paving forms an integral part of the structure or not;

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 article in the building or structure is done by the person making or preparing the article used;

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

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

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

painting, which includes prime and under-coat, decorating, distempering, graining, glazing, marbling, paper-hanging, staining, spraying, signwriting and wall decoration, varnishing, enamelling, gilding, lining, stencilling, wax-polishing, lime and colour washing and woodwork preservation, and which also includes paint removal, scraping, the washing and cleaning of painted or distempered walls and the washing and cleaning of 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 stonework, wall and floor tiling and paving and mosaic work, including the application of asphaltic or bituminous mastics for the purpose of waterproofing on horizontal or vertical surfaces, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

plumbing, which includes lead burning, gas fitting, sanitary and domestic engineering, drain-laying, caulking, ventilation, heating, hot and cold water fitting, the installation of fire prevention equipment and the making 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 to specification for installation in specified buildings and the manufacture of stocks and/or the fixing of shop fronts, window enclosures, showcases, counters, screens and interior fittings and fixtures;

betonplaveiwerk, wat die volgende insluit: Die lê van beton op die grond tussen geboue, sowel as betonpaadjies wat op dieselfde terrein as 'n geboue gelê word, hetsy sodanige plaveiwerk 'n integrerende deel van die bouwerke uitmaak of nie;

lakpolitoering, wat politoering met 'n kwas of kussinkie en bespuiting met 'n komposisiestof insluit;

skrynwerk, wat die vervaardiging van alle skrynwerk-artikels insluit, hetsy 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-lood-werk, wat die volgende insluit: Die vervaardiging en/of aanbring van ligte en vertoonglaswerk, en die beglasing in verband daarmee;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap en bou van sierklipwerk, betonnering en die aanbring of inbou van voorafgegiëte en/of kunsklip of marmer, plaveiwerk, mosaïwerk, prikking, muur- en vloerbeteëling, die bediening van klipwerk-masjinerie, uitgesonderd klippoleermasjinerie, en die skerpmmaak van klipmesselaarsgereedskap, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

metaalwerk, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad, die aanbring van staalplafonne, metaalvensters, metaaldeure, siermetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk, plaatmetaal en uitgedrukte metaal, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende insluit: Die aanwending van grond- en onderlae, versiering, distempering, vlamskildering, glasuring, marmering, muurplakking, beitsing, spuitskildering, letterskilderwerk en muurversiering, vernissing, emaljerie, vergulding, belyning, sjablonering, waspolering, afwitting en kleurekalking en houtverduursaming en wat ook insluit die verwydering van verf, die skraping, was en skoonmaak van geverfde of gedistemperde mure en die was en skoonmaak van houtwerk wanneer sodanige verwydering, skraping, was en skoonmaak enige van genoemde prosesse voorafgaan;

pleisterwerk, wat die volgende insluit: Modelleerwerk, granoliet, en komposisiebevloering, komposisiemuurbedekking en -polering, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling en plavei- en mosaïwerk, met inbegrip van die aanwending van asfaltmastiek of bitumineuse mastiek vir die doel van waterdigting op horisontale of vertikale vlakke, hetsy die artikel wat gemaak 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, gasaanlêwerk, sanitêre en huisingenieurswerk, rioolêwerk, kalfaatwerk, ventileerwerk, verwarmings, die aanlê van warm en koue water, die installering van brandvoorkomingstoerusting en die vervaardiging en aanbring van alle plaatmetaalwerk, hetsy 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 bankuitrustingswerk, wat die volgende insluit: Die vervaardiging volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad en/of die aanbring van winkelfronte, vensterafskortings, uitstalkaste, toonbanke, skerms en binnenshuise los en vaste toebehoere;

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

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

woodworking, which includes carpentry, woodworking, the manufacture of fixtures to specification for installation in specified buildings and the manufacture of stocks, machining, turning, carving, the fixing of corrugated iron, asbestos tile, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceilings and wall covering, the plugging of walls, the covering of woodwork with metal, block and other flooring, including wood, cork and rubber, and the sandpapering thereof, cork carpeting and any class or kind of linoleum when fixed in any building or structure, and 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;

"building worker Class 4" means an employee duly approved and registered with the Council in terms of clause 6 and 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, and includes operators of power-driven cranes, floor sanders and stone and terazzo polishers as well as joinery assemblers;

"building worker Class 3" means an employee duly approved and registered with the Council in terms of clause 6 and 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, and includes blocklayers, carpet and floor layers, glaziers, joinery machine operators and waterproofers;

"building worker Class 2" means an employee duly approved and registered with the Council in terms of clause 6 and 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;

"building worker Class 1" means an employee duly approved and registered with the Council in terms of clause 6 and 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, and includes ceiling and partition erectors;

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

"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 general workers;

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

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

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, die vervaardiging van vaste toebehore volgens spesifikasie vir installering in spesifieke geboue en die vervaardiging van voorraad, masjinerie, draaiwerk, houtsnijwerk, die aanbring van golfyster-, asbesteël, dakspaan- en ander dakbedekkings, klank- en akoesiekmateriaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander bevloering, met inbegrip van bevloering met hout, kurk en rubber (en die skuur daarvan met skuurpapier), kurktapytstof en enige klas of soort linoleum wat in 'n gebou of bouwerk aangebring word, en die aanbring van asfaltversadigde vilt of materiaal op vloere en/of mure en/of dakke, hetsy die artikel wat gebruik word, deur die persoon wat dit gemaak of voorberei het, in die gebou of bouwerk aangebring word of nie;

"bouwerker Klas 4" 'n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 6 by die Raad geregistreer, aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk mag verrig slegs in die fasette van geskoolde werk waarvoor hy geregistreer is en soos aangedui op die registrasiekaart wat aan hom uitgereik is, en omvat operateurs van kragaangedrewe hyskrane, vloerskuurders en klip- en terazzo-poleerders asook skrynwerkmonteurs;

"bouwerker Klas 3" 'n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 6 by die Raad geregistreer, aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk mag verrig slegs in die fasette van geskoolde werk waarvoor hy geregistreer is en soos aangedui op die registrasiekaart wat aan hom uitgereik is, en omvat bloklêers, glaswerkers, mat- en vloerlêers, skrynwerkmasjienoperateurs en waterdigters;

"bouwerker Klas 2" 'n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 6 by die Raad geregistreer en aan wie die toepaslike registrasiekaart uitgereik is, en wat geskoolde werk mag verrig slegs in die fasette van geskoolde werk waarvoor hy geregistreer is en soos aangedui op die registrasiekaart wat aan hom uitgereik is;

"bouwerker Klas 1" 'n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 6 by die Raad geregistreer en aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk mag verrig slegs in die fasette van geskoolde werk waarvoor hy geregistreer is en soos aangedui op die registrasiekaart wat aan hom uitgereik is, en omvat ook plafon- en afskortingswerkers;

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

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

Alle soorte matwerk 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;

"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 general workers;

"cleaner" means an employee engaged on any 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;

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

"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 Building Industrial Council, North and West Boland, deemed to have been registered in terms of section 19 of the Act;

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

"craftsman grade 1" means any person registered as such in terms of clause 6 of this Agreement and who is permitted to perform skilled work as defined;

"craftsman grade 2" means any person registered as such in terms of clause 6 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;

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

"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 uitlê, waterpas en loodreg maak, sny en pas; alle plafonborde en afskortings-panele sny en pas; deure en slotte aanbring; glas sny en insit, met inbegrip van toesig hou oor plafon- en afskortingswerkers en algemene werkers;

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

Persele, deure, vensters, uitrusting, gereedskap, masjinerie, meubels, voertuie, tenks, houters 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;

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

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

"Raad" die Bounywerheidsraad, Noord- en Wes-Boland, wat geag word ingevolge artikel 19 van die Wet geregistreer te wees;

"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 waar-geneem en onder toesig gehou kan word;

"vakman graad 1" iemand wat as sodanig gereigstreer is ingevolge klousule 6 van hierdie Ooreenkoms en wat geskoolde werk soos omskryf kan verrig;

"vakman graad 2" iemand wat as sodanig geregistreer is ingevolge klousule 6 van hierdie ooreenkoms en wat geskoolde werk soos omskryf kan 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 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 enige ander nywerheid of enige werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of gewelddaad sonder versuim verrig moet word;

"werkgever" enige persoon hoegenaamd met inbegrip van 'n persoon wat as 'n arbeidsmakelaar optree, wat enige persoon in diens het of aan hom werk verskaf, en wat daardie persoon beloon, of uitdruklik of stilswyend onderneem om hom te beloon, of wat enige persoon hoegenaamd toelaat om hom op enige wyse te help om sy besigheid voort te sit of te drywe; en het "in diens hê", "in diens neem" en "diens" ooreenstemmende betekenis;

"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 coverings;

"foreman" means an employee who—

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

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

(c) maintains discipline;

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

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

(a) Supervision;

(b) taking charge of a contract or contracts;

(c) maintenance of discipline;

(d) responsibility to the employer for efficiency and production on site(s);

(e) performing the work of an artisan, whether in an instructional capacity or otherwise;

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

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

Attending to fire 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;

"vloerlêër" '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 plastiek-samestellings, maar uitgesonderd matstof; toesig hou oor werknemers wat vloere lê of vloer- en muurbedekkings vassit;

"voorman" 'n werknemer wat—

(a) in 'n toesighoudende hoedanigheid optree maar wat ook die werk van 'n ambagsman kan doen;

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

(c) dissipline handhaaf;

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

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

(a) Toesighouding;

(b) hantering van 'n kontrak of kontrakte;

(c) handhawing van dissipline;

(d) verantwoordelikheid aan die werkgewer vir doeltreffendheid en produksie op die terrein(e);

(e) verrigting van die werk van 'n ambagsman, hetsy in 'n hoedanigheid van instrukteur of andersins;

"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- of 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 beton-dakke;

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

los teëls lê op oppervlakke sonder bedding;

standers, 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;

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 into 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 operation;
 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 after setting, laying or fitting.

(d) In the ceilings 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 rivetters 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 of 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.

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

Assisting flooring artisans and floor layers in all floor-laying 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 in grain filling preparatory to polishing of wood surfaces with fabric;
 cleaning down of teak or other hard woods by using solvent and steel wools;
 cleaning of glass after glazing;
 cleaning completed frames in preparation for puttying;

enige soort vloeistofopfrisser 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;
 voegwerk en voegstrykwerk aan steenwerk;
 grondlae van bitumastik- of waterdigtingsoplossings aan oppervlakke aanbring;
 bakstene afwas.

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

Matlêers en matpassers help om matte te lê;
 kleefstowwe meng, aanwend en spreï voordat alle soorte matwerk vasgesit word;
 reguitsnywerk;
 rollers of ander toestelle gebruik om matwerk 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 verankerklamme aan plafonpaneel vasheg;
 staalveerklamme aan aluminiumdekstroke vasheg;
 stutte aan plafonpaneel vasheg;
 vinielstroke lym en aan afskortingspaneel plak;
 veselglas lê;
 gefineerde of gewone of vianied-vynalastbeklede panele 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 betondriller bewerk—onder toesig;
 beton met die hand meng;
 beton- of daghamenger of dergelike masjien bedien;
 materiaal met grawe in dagha- of betonmengmasjiene ingooi of daaruit verwyder;
 sand sif en dagha of beton met die hand met skop-grawe meng.

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

Ambagsmanne (bevloering) en vloerlêers help in verband met alle vloerlêerksaamhede;
 kleefstowwe ter voorbereiding vir die uitlê van vloerblokkies, teëls, plaatbedekking en soortgelyke materiaal meng, aanwend en spreï;
 reguitsnywerk;
 rollers of ander toestelle gebruik om vloermateriaal vas 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 dergelike materiaal;
 rubberlym met 'n koolborsel aan sementpanne op dakke aanbring;
 geskoolde werknemers help om die draadholtes in hout op te vul voordat houtoppervlakte met 'n doek opgevryf word;
 klaat of ander soorte hardhout skoonmaak met behulp van oplosmiddels en staalwol;
 glas skoonmaak nadat ruite ingesit is;
 voltooië rame skoonmaak voordat stopverf aangebring word;

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 solvent 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;
 applying carbolineum;
 applying paint to roofs;
 applying anti-corrosive paints to structural steel work and tanking;
 knotting or painting of nailheads on ceilings;
 painting of unpainted steel girders with a primer paint;
 sandpapering between coats;
 stopping or pattyng woodwork, walls and ceilings;
 applying back putty for glazing and cleaning off 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;
 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 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;

stopverf brei totdat dit die regte stewigheid het;
 voeë en agterkante van klip met 'n waterdigtingsmengsel verf;
 asfal- en/of ander komposisieplate en -dakke met bitumineuse aluminiumverf verf of spuit;
 dakke gereedmaak vir verwerk, met inbegrip van skraap- en draadborsel;
 alle bouersuïtrusting met preserveermiddels verf;
 grondlae met bitumastik of waterdigtingsoplossings aan oppervlakte aanbring;
 mure en oppervlakke skraap, was, skoonmaak en afvryf voordat dit gevef 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 gevef word en nuut gegalvaniseerde oppervlakke met 'n blaaslamp of met verfoplos- of oksideermiddels behandel;
 witkalk en sementstryksel aan alle oppervlakke aanwend;
 dekoratiewe bitumastiek aan pype aanwend;
 chemiese kleefstowwe met 'n verfkwas aan sinkdakke aanwend;
 karbolineum aanwend;
 verf aan dakke aanwend;
 korrosiewerende verf aan boustaalwerk aanwend en dit waterdig maak;
 spykerkoppe aan plafonne kwaslak of verf;
 'n grondlaagverf aanbring aan ogevefde staalleërs;
 met sandpapier tussen verflae skuur;
 houtwerk, mure en plafonne toestop of stopverf;
 'n stopverfbed vir ruitwerk aanbring en oortollige afvalstukke daarvan verwyder;
 bouoppervlakte sandstraal, impregneer of andersins voorberei, voordat dit gevef word, of beskermende lae aan sodanige oppervlakte met 'n borsel of sproeispuut aanwend.

(h) In die metaalwerkseksie van die Nywerheid:

Metaal met 'n masjien 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 slypmasjien op metaal bedien;
 vylwerk met die hand.

(i) In die pleisterwerkseksie van die Nywerheid:

Saksmeerwerk aan mure en plafonne;
 gietvorms moet '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 stukkies blik met gips toestop;

tamping of the filling in 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:

Application of 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/workshops;

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 section 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 section 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;

die vulsel in gietvorms vasstamp;

alle oppervlakte 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 steierwerk-oprigting-seksies van die Nywerheid:

Geskoolde werknemers help om staalstutte 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;

voorafvervaardigde geboue of bouwerke onder toesig demonteer en/of hermonteer, uitgesonderd die noukeurig opstelling daarvan;

rubberlym met 'n koolborsel aan sementteëls of dakke aanbring;

kurk of ander isoleermateriale vassit.

(k) In die skrynerwerk- en winkelluitrustingseksie van die Nywerheid:

Afdiglae aan skrynerwerk 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 posisies 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:

Staalversterkingsmateriale met draad vasbind 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 vasbind of vassit.

(m) In die loodgieters- en rioolaanlegseksie van die Nywerheid:

Pype en staalstawe, 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.

(n) In die klipwerk-, klipmesselwerk- en monumentklipmesselwerkseksie 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 werk;

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

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

painting of joints and backs of stone with water-proofing 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 earth, concrete, rock, sand, soil, stone or other materials by means of a power-driven hand-held tool or device such as earth-hammer, jack-hammer, paving breaker, 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 hand-propelled 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";

"glazier" 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;

"guard" means an employee who is engaged in patrolling premises and guarding property, and includes a 'security guard';

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

hangsae, klippoleermasjinerie en kompressors vir klipwerk toedien;

voeë 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;

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

gereedskap skerpmaak:

(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 krag-aangedrewe gereedskapstuk of toestel wat met die hand vasgehou word, soos 'n grondstamper, klopboor, korsbreker, rotsboor of voorkrupper;

masjinerie olie en smeer;

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

afskrop en skoonmaak, met gebruikmaking van staal-draadboorsels of skrobboorsels;

dakke met gras bedek;

sand, steen en sement afmeet;

rommelmetaal met die hand opsny;

rumateriale op die terrein met kraggereedskap herhalend stukkend sny;

etes kook of andersins berei of voorsit;

boodskappe, briewe, pakkette of goedere per 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 verversings maak of bedien;

bome of plantegroei afkap, ontwortel, verwyder of vernietig;

geboue, mure of ander bouwerke met die hand sloop of afbreek;

kruiswaens, 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 emmers 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";

"glaswerker" '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;

"wag" 'n werknemer wat persele patrolleer en eiendom bewaak, en sluit 'n 'veiligheidswag' in;

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

"Industry" means the Building Industry;

"jig" means a mechanical from 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 the 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;

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

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

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

"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;

"probationary trainee building worker" means a person other than a minor who is registered with the Council as a probationary trainee building worker in terms of clause 8, and who has been issued with the appropriate registration card by the Council, valid for a maximum of 56 consecutive working days, and who is engaged in the service of an employer who has entered into an employment agreement with the Council in terms of clause 8;

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

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

"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 17 (1) (g);

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

"Nywerheid" die Bounywerheid;

"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 geen verdere hantering nodig is nie;

"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 lewer 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, vennootskap of beslote korporasie wat ooreenkomstig kousule 4 by die Raad geregistreer is en wat 'n slegs-arbeid-kontrak onderneem;

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

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

"oortyd" alle tyd gewerk buite of langer as die gewone werkure voorgeskryf in kousule 13 (1);

"loonvrag" die maksimum massa wat 'n motorvoertuig kan dra ooreenkomstig die bepalinge 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" enige werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, bereken word uitsluitlik volgens die hoeveelheid werk wat verrig of geproduseer is afgesien van die tyd wat aan sodanige werk bestee is;

"Proefkwekelingbouwerker" 'n werknemer, uitgesonderd 'n minderjarige, wat as sodanig by die Raad geregistreer is ingevolge kousule 8, en aan wie die toepaslike registrasiekaart, geldig vir 56 agtereenvolgende werksdae, deur die Raad uitgereik is, en wat in diens is van 'n werkgewer wat ingevolge kousule 8 'n indiensnemingskontrak met die Raad aangegaan het;

"openbare vervoer" vervoer per spoor of openbare motorbus;

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

"dakwerker" 'n werknemer wat 'n ambagsman is en wat verantwoordelik is vir die uitleë van dakke volgens tekening of andersins, wat die posisie aandui van die latte, dakleie, dakpanne, plate of ander dakmateriaal, met inbegrip van dakspane, dekgras, ens., wat voegskorte, geute en geutpype aan dakke kan aanbring, wat aan die hoof staan van en toesig het oor ander wat dakkonstruksiewerk verrig en wat minstens die loon betaal word wat in kousule 17 (1) (g) voorgeskryf word;

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

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

"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 that Act, including the work of a carpet layer, ceiling and/or partition erector, floor layer, waterproofer or roofer 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 operations;

bricklaying: Marking and 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 builders' 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; paperhanging and signwriting;

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 joining, plus assembling and fixing of shopfronts, shop, office and bank fittings.

shop joinery: Marking and setting out; manufacturing, assembling, planning, finishing and fixing finished wood-work;

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;

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

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

"geskoolde werk" werk van 'n geskoolde aard wat gewoonweg en gebruiklik uitgevoer word deur 'n persoon wat ingevolge die Wet op Mannekragopleiding, 1981, 'n vakleerlingskapkontrak uitgedien of 'n opleidingstydperk deurgemaak het en in enigeen van die ambagte ingevolge die voormelde Wet aangewys, met inbegrip van die werk van 'n matlêer, plafon- en/of afskortingsoprigter, vloerlêer, waterdigter of dakwerker, soos omskryf, en sluit dit daarbenewens, sonder om enigerwys die gewone betekenis van die uitdrukking "geskoolde werk" te beperk, die volgende werksaamhede in:

Asfaltwerk: Toesig oor alle werksaamhede in verband met asfaltwerk;

messelwerk: Merk en uitlê volgens planne; die lê van voorafvervaardigde klipblokke, roosterblokke, sier- en bakstene, glasstene, dek- en drumpelteëls, alle steen-messelhoeke, loodgietershoeke; rivoegwerk; die installering van voorafvervaardigde steenpaneelmure op die terrein;

metaalwerk: Merk en uitlê; die opstel van en toesighouding oor masjiene; met die hand sweis en sweissoldeer; met die hand boor en moerdraad sny; finale vyl- 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;

pleisterwerk: Boetseerwerk en modelleerwerk; gietvorms maak; bepalende gidspleisters voorberei; stowwe aan oppervlakke raap; granolietwerk; gidspleister aanbring aan vloere waarop 'n opgewerkte bedekking soos met blokkies en vinielvoorteëls, -stroke, ens., aangebring moet word;

loodgieterswerk en rioolaanlegwerk: Merk; uitlê; finale vashegting van gemonteerde pype en toebehore; soldeer- en sweissoldeerwerk op die terrein; toesighou oor die lê van pype volgens val;

winkeluitrustingswerk: Alle werksaamhede wat onder winkelskrynwark ressorteer, asook die montering en installering van winkelfronte en winkel-kantoor- en bank-uitrusting;

winkelskrynwark: Merk en uitlê; 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, ontwerpe en uitlê; letters met die hand en 'n lugdrukhammer sny en uitkerf; finale oppervlaktewerk en afwerking van klip of vervangingsmateriaal met die hand volgens die regte grootte, dog nie poleer werk nie; masjiene opstel; klippe op daghalae vassit; uitlê; voorafgegiete klip of kunsklip of marmer vassit;

boutimmerwerk: Materiaal afmerk, uitlê, 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;

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

"task work" means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition for the payment of the wages prescribed in clause 17;

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

"trainee building worker Class 4" or "3" or "2" or "1" means an employee duly approved and registered with the council in terms of clause 8 and issued with the appropriate registration card and who may perform skilled work for an employer who has entered into an employment agreement with the Council in terms of clause 8, in any of the skilled trades designated in terms of the Manpower Training Act, 1981, and in the trades of blocklayer, carpet layer, ceiling and/or partition erector, floor layer, glazier, roofer and waterproofer;

"wage" means that portion of remuneration payable in money to an employee in terms of clause 17 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 17 it shall mean such higher amount;

"waterproofer" 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 water-proofing or damp-proofing operations;

"working day" means any day other than Saturday, Sunday or any public holiday or the annual leave period as prescribed in clause 16 of this Agreement in respect of which the ordinary hours of work laid down in clause 13 apply;

"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";

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

4. REGISTRATION OF EMPLOYERS

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

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

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

- (i) His full name;
- (ii) his business and postal address;

houtmasjienwerk: Masjiene opstel; toesig hou oor masjiene;

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

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

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

"taakwerk" 'n werkstelsel waarvolgens die minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of geproduseer moet word, vasgestel word as 'n voorwaarde vir die betaling van die loon in klousule 17 voorgeskryf;

"kwekelingbouwerker Klas 4" of "3" of "2" of "1" 'n werknemer behoorlik deur die Raad goedgekeur en ingevolge klousule 8 by die Raad geregistreer, en aan wie die toepaslike registrasiekaart uitgereik is en wat geskoolde werk vir 'n werkgewer, wat 'n indiensnemingskontrak ingevolge klousule 8 met die Raad aangegaan het, mag verrig in enigiene van die geskoolde ambagte aangewys ingevolge die Wet op Mannekragopleiding, 1981, en in die ambagte van bloklêer, matlêer, plafon- en/of afskortingsoprigter, vloer lêer, glaswerker, dakwerker of waterdigter;

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

"loon" dié deel van die besoldiging wat in geld aan 'n werknemer betaalbaar is ingevolge klousule 17 ten opsigte van die gewone werkure voorgeskryf in klousule 13 (1): Met dien verstande dat indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié voorgeskryf in klousule 17, dit sodanige hoër bedrag beteken;

"waterdigter" 'n werknemer wat as sodanig by die Raad geregistreer is en wat periodiek toesig hou oor werknemers wat waterdigtings- of vogdigtingswerkzaamhede verrig;

"werkdag" enige dag behalwe Saterdag, Sondag, enige openbare vakansiedag of die jaarlikse verlofperiode soos voorgeskryf in klousule 16 van hierdie ooreenkoms ten opsigte waarvan die gewone werkure soos in klousule 13 voorgeskryf, van toepassing is;

"working employer" of "partner" 'n werkgewer of vennoot wat 'n werkgewer is en wat self werk verrig wat in die omskrywing van "Bounywerheid" ingesluit word;

"werkweek" die gebruikelike betaalweek van 'n inrigting;

4. REGISTRASIE VAN WERKGEWERS

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

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

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

- (i) Sy volle naam;
- (ii) sy besigheidsadres en posadres;

(iii) the trade or trades carried on by him in the Industry;

(iv) the number of employees in his employment as at date of registration in the various categories for which wages are prescribed in this Agreement;

(v) the registration numbers issued to employers by the Unemployment Insurance Commissioner, Compensation Commissioner, Receiver of Revenue and Local Authorities.

(2) Where the employer is a partnership, company or close corporation, in formation in accordance within subclauses (1) (a) and (b) shall be furnished to the Council in respect of each partner, director, manager or secretary, and in the event of a company or close corporation, 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 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) Where a partnership, company or close corporation is operating as a labour-only contractor with working partners, directors or members, the partnership, company or close corporation shall upon registration nominate in writing one of the working partners, directors or members as the responsible person for assuring that the partnership, company or close corporation complies with all the provisions of the Agreement in respect of the working partners, directors or members.

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

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

(7) A certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to each employer registered: Provided that a certificate of registration shall not be issued before an employer has provided the information required in terms of subclause (1) (b) (v).

(8) (a) Every employer in the Industry at the date of coming into operation of the Agreement and every employer who enters the Industry after that date shall, if he has not already done so, within seven 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 an amount or a guarantee acceptable to the Council equal to the aggregate of—

(i) two weeks' wages at the rates prescribed in clause 17;

(ii) two weeks' contributions and allowances to employees in terms of clauses 24, 25, 28 and 30;

(iii) die ambag of ambagte wat hy in die Nywerheid beoefen;

(iv) die getal werknemers in sy diens in die verskillende kategorië waarvoor lone in hierdie Ooreenkoms voorgeskryf word, op die datum van sy registrasie.

(v) die registrasienommers wat deur die Werkloosheidversekeringskommissaris wat deur die Werkloosheidversekeringskommissaris, die Vergoedingskommissaris, die Ontvanger van Inkomste en Plaaslike Owerhede aan werkgewers uitgereik is.

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

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

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

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

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

(4) Waar 'n vennootskap, maatskappy of beslote korporasie as 'n slegsarbeid-kontrakteur met werkende vennote, direkteure of lede optree, moet die vennootskap, maatskappy of beslote korporasie by registrasie skriftelik een van die werkende vennote, direkteure of lede nomineer as die verantwoordelike persoon wat moet toesien dat die vennootskap, maatskappy of beslote korporasie ten opsigte van die werkende vennote, direkteur of lede aan al die bepalinge van die Ooreenkoms voldoen.

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

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

(7) 'n Registrasiesertifikaat, onderteken deur óf die Voor-sitter óf die Sekretaris van die Raad, moet aan elke geregistreerde werkgewer uitgereik word: Met dien verstande dat 'n registrasiesertifikaat nie uitgereik moet word alvorens 'n werkgewer die besonderhede vereis ingevolge subklousule (1) (b) (v) verskaf het nie.

(8) (a) Elke werkgewer in die Nywerheid op die datum waarop hierdie Ooreenkoms in werking tree en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet, indien hy dit nie alreeds gedoen het nie binne sewe dae vanaf sodanige datum of van die datum waarop sodanige werkgewer met werksaamhede begin, na gelang van die geval, ten opsigte van elke werknemer aan die Raad 'n bedrag of 'n waarborg verskaf wat vir die Raad aanneemlik is wat gelyk is aan altesaam—

(i) twee weke se lone teen die tariewe in klousule 17 voorgeskryf;

(ii) twee weke se bydraes en toelaes aan werknemer ingevolge klousules 24, 25, 28 en 30;

(iii) twee weke se bydraes aan die Mediese Hulpfonds ingevolge klousule 9 van Goewermmentskennissgewing No. R. 696 van 26 April 1974 of alle daaropvolgende Mediese Hulpfondsooreenkoms.

(b) Ondanks andersluidende bepalings in hierdie klousule vervat, moet die waarborg vir minstens R2 000 wees, ongeag die aantal werknemers in diens van die werkgewer, maar dit hoef nie vir meer as R10 000 te wees:

Met dien verstande dat waar 'n werkgewer by drie of meer geleenthede in 'n tydperk van twee jaar skuldig bevind is aan die nie-betaling van lone aan sy werknemers of die nie-aankoop en/of -uitreiking van die seëls waarvoor enige van die Raad se ooreenkomste voorsiening maak, word die bedrag of waarborg in subklousule (8) (a) bedoel, verdubbel of vermeerder tot R4 000, welke ook al die grootste is.

(c) (i) Ondanks andersluidende bepalings in hierdie klousule moet alle werkgewers in die Nywerheid wat kragtens hierdie klousule by die Raad aansoek gedoen het om registrasie as werkgewer, maar wat versuim het om die loonwaarborg voorgeskryf in paragrafe (a) en (b) hierbo te verskaf, of nie in staat is om die loonwaarborg te verskaf nie, weekliks die bedrag van R5,00 aan die Raad betaal ten opsigte van elke ambagsman en vakman vir wie lone voorgeskryf word in klousule 17 (1) (g), (h), (i), (j), (k) en (l) en R2,50 ten opsigte van elke ander werknemer vir wie lone voorgeskryf word in klousule 17 (1) (a), (b), (c), (d), (e), (f), (m), (n) en (o) van hierdie Ooreenkoms, en wat gedurende daardie week in sy diens was en gekwalifiseer het om 'n Bounywerheidsraadseël vir die spesifieke week van die betrokke werkgewer te ontvang.

(ii) Die gemelde bedrae moet ingesluit word in die Raad se voorgeskrewe Bounywerheidsraadseëls en elke onderskeie werkgewer se loonwaarborg moet weekliks individueel gekrediteer word met die bydraes wat betaal word.

(iii) Die bedrae bedoel in hierdie paragraaf moet deur die betrokke werkgewer betaal word net totdat hy 'n loonwaarborg soos voorgeskryf in paragrafe (a) en (b) hiervan, verskaf het.

(d) Elke werkgewer moet die Raad binne sewe dae na die afsluiting van sy loonweek in kennis stel van enige vermeerdering in die totaal van die lone, heffings en bydraes deur hom verskuldig ingevolge klousules 17, 24, 25, 28 en 30 indien sodanige vermeerdering die waarborg wat ooreenkomstig paragrafe (a) en (b) verskaf moet word, met meer as 20 persent te bowe gaan.

(e) Wanneer 'n werkgewer die Raad ooreenkomstig paragraaf (d) hierbo in kennis stel, moet hy terselfdertyd aan die Raad 'n gewysigde waarborg of 'n addisionele waarborg verskaf ter dekking van die verhoogde totaal van die lone, heffings en bydraes wat ooreenkomstig klousules 17, 24, 25, 28 en 30 verskuldig is.

(f) Ondanks andersluidende bepalings in hierdie klousule vervat of veronderstel, moet die waarborg, as dit in kontant is, by die Raad berus, en by insolvensie of likwidasie van die werkgewer se boedel, het die likwidateur of kurator van die werkgewer, na gelang van die geval, geen reg van watter aard hoegenaamd daarop nie.

(g) Die Raad moet, sonder benadeling van ander regte wat hy teen die werkgewer mag hê, die waarborg [op sodanige tye, in sodanige bedrae en toebedeel aan sodanige verpligting(e) as waartoe die Raad na goëddunke besluit] gebruik ter nakoming van die werkgewer se verpligting(e) ingevolge klousules 17, 24, 25, 28 en 30 en die bydraes bedoel in paragraaf (a) (iii) hierbo, wanneer die Raad daarvan oortuig is dat die werkgewer versuim het om sodanige verpligting(e) na te kom.

(ii) twee weke se bydraes en toelaes aan werknemer ingevolge klousules 24, 25, 28 en 30;

(iii) twee weke se bydraes aan die Mediese Hulpfonds ingevolge klousule 9 van Goewermmentskennissgewing No. R. 696 van 26 April 1974 of alle daaropvolgende Mediese Hulpfondsooreenkoms.

(b) Ondanks andersluidende bepalings in hierdie klousule vervat, moet die waarborg vir minstens R2 000 wees, ongeag die aantal werknemers in diens van die werkgewer, maar dit hoef nie vir meer as R10 000 te wees:

Met dien verstande dat waar 'n werkgewer by drie of meer geleenthede in 'n tydperk van twee jaar skuldig bevind is aan die nie-betaling van lone aan sy werknemers of die nie-aankoop en/of -uitreiking van die seëls waarvoor enige van die Raad se ooreenkomste voorsiening maak, word die bedrag of waarborg in subklousule (8) (a) bedoel, verdubbel of vermeerder tot R4 000, welke ook al die grootste is.

(c) (i) Ondanks andersluidende bepalings in hierdie klousule moet alle werkgewers in die Nywerheid wat kragtens hierdie klousule by die Raad aansoek gedoen het om registrasie as werkgewer, maar wat versuim het om die loonwaarborg voorgeskryf in paragrafe (a) en (b) hierbo te verskaf, of nie in staat is om die loonwaarborg te verskaf nie, weekliks die bedrag van R5,00 aan die Raad betaal ten opsigte van elke ambagsman en vakman vir wie lone voorgeskryf word in klousule 17 (1) (g), (h), (i), (j), (k) en (l) en R2,50 ten opsigte van elke ander werknemer vir wie lone voorgeskryf word in klousule 17 (1) (a), (b), (c), (d), (e), (f), (m), (n) en (o) van hierdie Ooreenkoms, en wat gedurende daardie week in sy diens was en gekwalifiseer het om 'n Bounywerheidsraadseël vir die spesifieke week van die betrokke werkgewer te ontvang.

(ii) Die gemelde bedrae moet ingesluit word in die Raad se voorgeskrewe Bounywerheidsraadseëls en elke onderskeie werkgewer se loonwaarborg moet weekliks individueel gekrediteer word met die bydraes wat betaal word.

(iii) Die bedrae bedoel in hierdie paragraaf moet deur die betrokke werkgewer betaal word net totdat hy 'n loonwaarborg soos voorgeskryf in paragrafe (a) en (b) hiervan, verskaf het.

(d) Elke werkgewer moet die Raad binne sewe dae na die afsluiting van sy loonweek in kennis stel van enige vermeerdering in die totaal van die lone, heffings en bydraes deur hom verskuldig ingevolge klousules 17, 24, 25, 28 en 30 indien sodanige vermeerdering die waarborg wat ooreenkomstig paragrafe (a) en (b) verskaf moet word, met meer as 20 persent te bowe gaan.

(e) Wanneer 'n werkgewer die Raad ooreenkomstig paragraaf (d) hierbo in kennis stel, moet hy terselfdertyd aan die Raad 'n gewysigde waarborg of 'n addisionele waarborg verskaf ter dekking van die verhoogde totaal van die lone, heffings en bydraes wat ooreenkomstig klousules 17, 24, 25, 28 en 30 verskuldig is.

(f) Ondanks andersluidende bepalings in hierdie klousule vervat of veronderstel, moet die waarborg, as dit in kontant is, by die Raad berus, en by insolvensie of likwidasie van die werkgewer se boedel, het die likwidateur of kurator van die werkgewer, na gelang van die geval, geen reg van watter aard hoegenaamd daarop nie.

(g) Die Raad moet, sonder benadeling van ander regte wat hy teen die werkgewer mag hê, die waarborg [op sodanige tye, in sodanige bedrae en toebedeel aan sodanige verpligting(e) as waartoe die Raad na goëddunke besluit] gebruik ter nakoming van die werkgewer se verpligting(e) ingevolge klousules 17, 24, 25, 28 en 30 en die bydraes bedoel in paragraaf (a) (iii) hierbo, wanneer die Raad daarvan oortuig is dat die werkgewer versuim het om sodanige verpligting(e) na te kom.

(h) Where the guarantee, after deducting any disbursements by the Council pursuant to paragraph (g) above, is insufficient to cover the payment of wages, levies, contributions and allowances referred to in paragraph (a) above, the employer shall upon demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment. The Council shall likewise permit any employer to reduce the amount of such guarantee where a reduction in the number of employees employed warrants such a reduction: Provided that the amount of such guarantee shall at no time be less than R2 000.

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

(9) 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.

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

(b) Any employer who purchases stamps from the Council, but fails or omits to issue such stamps to the employees concerned on the due date or within seven days following the due date, shall pay interest to the Council at the rate of prime 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.

(11) No interest shall be payable to the employer on any cash guarantee furnished to the Council.

5. NOTICE-BOARD

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out, from day 1 display in a conspicuous place, accessible to the public, a notice-board which is visible and legible showing clearly their trading name, street address and telephone number.

6. REGISTRATION OF EMPLOYEES

(1) *Registration of building workers Class 4 (including operators of power-driven cranes, floor sanders, stone and terrazzo polishers and joinery assemblers):* Any person who—

(a) is deemed to be qualified to work as an operator of power-driven cranes, floor sanders and stone and terrazzo polishers or as joinery assemblers; or

(b) has been registered as a trainee building worker Class 4, as provided in clause 8, and has failed to qualify for registration as a trainee building worker Class 2;

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

(h) Wanneer die waarborg, na aftrekking van uitbetaling wat die Raad in ooreenstemming met die paragraaf (g) 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 nooit minder as R2 000 mag wees nie.

(i) Ondanks paragraaf (h) hierbo, kan die Raad vermindering in die bedrag van die waarborg met tussenpose van minder as ses maande weier.

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

(10) (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 betaal teen die koers van, behoudens die bepalinge van die Wet op die Voorgeskrewe Rentekoers, 1975, prima per jaar op die waarde van sodanige heffings en bydraes, bereken vanaf die datum waarop hulle betaal moes gewees het tot op die datum waarop hulle werklik betaal word.

(b) Werkgever wat seëls by die Raad aankoop maar versuim of nalaat om die seëls aan die werknemers uit te reik op die dag waarop die seëls uitgereik moet word of binne sewe dae die betrokke datum, moet aan die Raad rente betaal teen die koers van prima per jaar op die waarde van sodanige seëls, bereken vanaf die dag waarop die seëls uitgereik moes gewees het tot die dag waarop die seëls uitgereik word.

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

(11) Geen rente is betaalbaar aan 'n werkgever wat 'n kontantdeposito by die Raad stort nie.

5. KENNISGEWINGBORD

(1) Elke werkgever en alle werkgevers wat in vennootskap werk, moet, waar bouwerksaamhede verrig word, vanaf die eerste dag op 'n opvallende plek waartoe die publiek toegang het, 'n kennisgewingbord vertoon wat duidelik sigbaar en leesbaar is, waarop hul handelsnaam, straatadres en telefoonnummer duidelik aangetoon word.

6. REGISTRASIE VAN WERKNEMERS

(1) *Registrasie van bouwerkers Klas 4 (met inbegrip van operateurs van kragaangedrewe hyskrane, vloerskuurders, klip-en terrazzo-poleerders en skrynwerkmonteurs):* Enige persoon wat—

(a) geag word gekwalifiseer te wees as 'n operateur van kragaangedrewe hyskrane, vloerskuurders en klip-en terrazzo-poleerders of as skrynwerkmonteurs; of

(b) geregistreer is as 'n kwekelingbouwerker Klas 4, soos in klousule 8 bedoel, en wat nie geslaag het om te kwalifiseer vir registrasie as 'n kwekelingbouwerker Klas 3 nie;

moet by die Raad aansoek doen op die wyse 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 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) *Registration of building workers Class 3 (including blocklayers, carpet and floor layers, glaziers, joinery machine operators and waterproofer):* Any person who has either—

(a) been registered as a blocklayer, carpet and floor layer, glazier, joinery machine operator or waterproofer in terms of the provisions of any previous Agreement of the Council; or

(b) completed a contract of traineeship in terms of clause 8 of this Agreement in the trades of blocklayer, carpet and floor layer, glazier, joinery machine operator or waterproofer and has passed a trade test approved recognised by the Council; or

(c) been registered as a trainee building worker Class 3, in terms of clause 8, and has failed to qualify for registration as a trainee building worker Class 2;

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

(3) *Registration of building workers Class 2:* Any person who has either—

(a) been registered as an artisan's assistant painter in terms of the provisions of any previous Agreement of the Council; or

(b) been registered as a trainee building worker Class 2, in terms of clause 8, and has failed to qualify for registration as a trainee building worker Class 1;

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

(4) *Registration of building workers Class 1 (including ceiling and partition erectors):* Any person who has either—

(a) been registered as a ceiling and partition erector in terms of the provisions of any previous Agreement of the Council; or

(b) completed a contract of traineeship in terms of clause 8 in the trade of ceiling and partition erector, and has passed a trade test approved and recognised by the Council; or

(c) been registered as a trainee building worker Class 1, in terms of clause 8, and has failed to pass all of the modules making up the course content for his trade during his traineeship period, to enable him to progress to the level of an artisan;

shall apply to the Council, in such form as may be prescribed by the Council, to be registered as a building worker Class 1, and he shall be issued with the appropriate registration card: Provided that he may perform or be required to perform only those facets of skilled work that fall within the modules for which he has obtained a pass mark.

(5) *Registration of artisans:* Any person who has either—

(a) been registered as an artisan in terms of the provisions of any previous Agreement of the Council; or

(2) *Registrasie van bouwerkers Klas 3 (met inbegrip van bloklêers, glaswerkers, mat- en vloerlêers, skrynerwerkmasjien-operateurs en waterdigters):* Enige persoon wat—

(a) of geregistreer is as bloklêer, glaswerker, mat- en vloerlêer, skrynerwerkmasjienoperateur of waterdigter ingevolge die bepalings van enige vorige ooreenkoms van die Raad;

(b) of 'n kontrak van kwekelingskap ingevolge klousule 8 van hierdie Ooreenkoms in die ambag van bloklêer, glaswerker, mat- en vloerlêer, skrynerwerkmasjienoperateur of waterdigter voltooi het en 'n vakoets, goedgekeur en erken deur die Raad, geslaag het;

(c) of geregistreer is as 'n kwekelingsbouwerker Klas 3, soos voorgeskryf in klousule 8, en wat nie geslaag het om te kwalifiseer vir registrasie as 'n kwekelingsbouwerker Klas 2 nie;

moet by die Raad aansoek doen, op die wyse 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 bouwerkers Klas 2:* Enige persoon wat—

(a) of geregistreer is as verwerambagsman se assistent ingevolge die bepalings van enige vorige ooreenkoms van die Raad;

(b) of geregistreer is as 'n kwekelingsbouwerker Klas 2, soos voorgeskryf in klousule 8, en wat nie geslaag het om te kwalifiseer vir registrasie as 'n kwekelingsbouwerker Klas 1 nie;

moet by die Raad aansoek doen op die wyse deur die Raad voorgeskryf 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 bouwerkers Klas 1 (met inbegrip van plafon- en afskortingsoprigters):* Enige persoon wat—

(a) of geregistreer is as plafon- en afskortingsoprichter ingevolge die bepalings van enige vorige ooreenkoms van die Raad;

(b) of 'n kontrak van kwekelingskap ingevolge klousule 8 van hierdie Ooreenkoms as plafon- en afskortingsoprichter voltooi het en 'n vakoets, goedgekeur en erken deur die Raad, geslaag het;

(c) of geregistreer is as 'n kwekelingsbouwerker Klas 1, soos voorgeskryf in klousule 8, en wat nie in al die modules wat die kursushoud vir sy ambag gedurende die tydperk van sy kwekelingskap uitmaak, geslaag het nie, om hom in staat te stel om tot die vlak van ambagsman bevorder te word;

moet by die Raad aansoek doen op die wyse deur die Raad voorgeskryf om geregistreer te word as bouwerker Klas 1, 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.

(5) *Registrasie van ambagsmanne:* Enige persoon wat—

(a) of geregistreer is as ambagsman ingevolge die bepalings van enige vorige ooreenkoms van die Raad;

(b) been registered as a trainee building worker Class 1, in terms of clause 8, and has passed all of the modules making up the course content for his trade during his traineeship period, to enable him to progress to the level of an artisan and has passed a trade test approved and recognised by the Council; or

(c) been employed in the Building Industry either within 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

(d) completed a contract of apprenticeship 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

(e) been employed 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 apply to the Council, in such form as may be prescribed by the Council, to be registered as an artisan, and he shall be issued with the appropriate certificate of registration as an artisan.

(6) *Registration of craftsmen Grade 2:* (a) Any employee who is required or permitted to perform skilled work as defined in this Agreement in the Magisterial Districts of Ceres, Tulbagh or Worcester, and who has been registered as a craftsman Grade 2 in terms of any previous agreements of the Council, shall be deemed to be a craftsman Grade 2.

(b) The Council may issue certificates of registration as craftsmen Grade 2 only to persons referred to in subclause (6) (a) hereof.

(7) (a) *Registration of craftsmen Grade 1:* An employee who is required or permitted to perform skilled work as defined in this Agreement and who has passed a qualifying trade test under section 13 (12), 28 (3) or 30 (6) (c) of the Manpower Training Act, 1981, 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 Grade 1 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) An person who does not fall within the categories referred to in subclause (7) (a) hereof may, if desirous of applying for a certificate of registration as a craftsman Grade 1, apply to the Council in such form as prescribed by the Council from time to time, to undergo a qualifying trade test approved and recognised by the Council. In the event of the person failing the trade test, he may apply to the Council, in such form as prescribed by the Council from time to time, to undergo a re-training course approved and recognised by the Council and may on completion of the re-training course again undergo the aforementioned qualifying trade test.

An employer shall allow any person in his employ to undergo the aforementioned trade test or re-training course at a time and place as arranged by the Council, when advised to do so by the Council.

(c) The Council may issue a certificate of registration as a craftsman Grade 1 to any person who complies with the provisions of subclause (7) (a) hereof, and may, in the discretion, issue a certificate of registration as a craftsman Grade 1 to a person referred to in subclause (7) (b) hereof.

(b) of geregistreer is as 'n kwekelingbouwerker Klas 1, soos voorgeskryf in klousule 8, en wat gedurende die tydperk van sy kwekelingskap, geslaag het in al die modules wat die kursusinhoud vir sy ambag uitmaak, om hom in staat te stel om tot die vlak van ambagsman bevorder te word en 'n vaktoets, goedgekeur en erken deur die Raad, geslaag het;

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

(d) of 'n kontrak van vakleerlingskap 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;

(e) of buite die toepassingsbestek van die Raad as 'n geskoolde werker gewerk het en aan die Raad die dokumentêre en ander bewyse lewer wat die Raad nodig ag om die bevoegdheid van die applikant te staaf;

moet by die Raad aansoek doen op die wyse deur die Raad voorgeskryf om reregistreer te word as ambagsman, en die toepaslike registrasiekaart as ambagsman moet aan hom uitgereik word.

(6) *Registrasie van vakmanne Graad 2:* (a) 'n Werknemer van wie daar vereis of wat toegelaat word om geskoolde werk, soos in hierdie Ooreenkoms omskryf, te verrig in die landdrostdistrikte Ceres, Tulbagh of Worcester, en wat as 'n vakman Graad 2 geregistreer is ingevolge enige vorige ooreenkomste van die Raad, sal geag word 'n vakman Graad 2 te wees.

(b) Die Raad kan sertifikate van registrasie as vakmanne Graad 2 slegs uitreik aan persone na wie in subklousule (6) (a) hiervan verwys word.

(7) *Registrasie van vakmanne Graad 1:* (a) 'n Werknemer van wie daar vereis of wat toegelaat word om geskoolde werk soos in hierdie Ooreenkoms omskryf, te verrig en wat in 'n kwalifiserende ambagstoets ingevolge artikel 13 (12), 28 (3) of 30 (6) (c) van die Wet op Mannekragopleiding, 1981, geslaag het, kan by die Raad aansoek doen, in sodanige vorm as wat die Raad van tyd tot tyd voorskryf, om die uitreiking aan hom van 'n sertifikaat van registrasie as vakman graad 1 en hy moet sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag ter staving van sy kwalifikasie vir 'n sertifikaat.

(b) Iemand wat nie binne die kategorie val wat in subklousule (7) (a) hiervan bedoel word nie, en aansoek wil doen om 'n sertifikaat van registrasie as vakman graad 1 kan by die Raad aansoek doen, op sodanige vorm as wat die Raad van tyd tot tyd voorskryf, om 'n kwalifiserende ambagstoets af te lê wat deur die Raad goedgekeur en erken word. Indien die persoon nie in die ambagstoets slaag nie, kan hy by die Raad aansoek doen, op sodanige vorm as wat die Raad van tyd tot tyd voorskryf, om 'n heropleidingskursus, deur die Raad goedgekeur en erken, te ondergaan en kan hy na die suksesvolle voltooiing van die heropleidingskursus weer die voornoemde kwalifiserende ambagstoets aflê.

'n Werkgewer moet enige persoon in sy diens toelaat om die voornoemde kwalifiserende ambagstoets af te lê of heropleidingskursus te ondergaan op 'n tyd en plek soos deur die Raad bepaal, wanneer die Raad aldus versoek.

(c) Die Raad kan 'n sertifikaat van registrasie as 'n vakman graad 1 uitreik aan iemand wat voldoen aan subklousule (7) (a) hiervan en kan na goeddunke 'n sertifikaat van registrasie as vakman graad 1 uitreik aan iemand in subklousule (7) (b) hiervan bedoel.

(8) *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 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 the trade union which is a party 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.

(f) For the purpose of the identification of general workers, a certificate of registration shall be issued to all general workers employed in the Building Industry in the Council's area of jurisdiction, and the provisions of paragraphs (a), (b), (c), (d) and (e) shall apply in respect of the said certificate of registration.

7. EMPLOYMENT OF MINORS

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

8. PROBATIONARY TRAINEE BUILDING WORKER AND TRAINEE BUILDING WORKER

(1) Only an employer that can provide the necessary training shall employ any person as a probationary trainee building worker or trainee building worker (hereinafter 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: Provided further that an employer who does not wish to provide on-site production performance criteria training for registered trainee building workers in his employ, shall enable such trainees to receive production performance criteria training through an accredited institution.

(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 or non-designated trade he is to learn;

(8) *Registrasiekaarte:* (a) Ter identifisering van geregi-streerde 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 goed-dunke voorskryf, en die houer moet sodanige kaart by hom dra terwyl hy die werk verrig waarvoor hy by die Raad gere-gistreer is.

(b) Die Raad kan op elke persoon aan wie sodanige identiteitskaart uitgereik is 'n gedeelte van die produksie-koste daarvan verhaal, en dié gedeelte moet van tyd tot tyd deur die Raad bepaal word: 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 vervang-ing deur die Raad op die houer verhaal kan word.

(c) Elke werknemer wat ingevolge hierdie klousule geregi-streer is, moet by diensaanvaarding in die Nywerheid sy identiteitskaart aan sy werkgever toon en op sy versoek ook aan die agent van die Raad.

(d) Elke werknemer wat ingevolge hierdie klousule geregi-streer is en wat lid is van die vakvereniging wat 'n party is by hierdie Ooreenkoms moet, wanneer hy deur 'n organise-rende beamppte van die betrokke vakvereniging daartoe ver-soek 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 met sodanige kaart dan op aan-vraag aan die Raad terugbesorg.

(f) Ter identifisering van algemene werkers, moet 'n registrasiesertifikaat uitgereik word aan alle algemene werk-ers in diens in die Bounywerheid in die Raad se regsgebied, en die bepalings van paragrawe (a), (b), (c), (d) en (e) is van toepassing ten opsigte van genoemde registrasiesertifikaat.

7. INDIENSNEMING VAN MINDERJARIGES

Niemand onder die leeftyd van 15 jaar mag in die Nywer-heid in diens geneem word nie.

8. PROEFKWEKELINGBOUWERKERS EN KWEKELINGBOUWERKERS

(1) Net 'n werkgever wat die nodige opleiding kan verskaf, mag 'n persoon in diens neem as proefkwekelingbouwerker of kwekelingbouwerker (hierna "kwekeling" genoem) en slegs nadat die kwekeling behoortlik 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: Voorts met dien verstande dat 'n werkgever wat nie produksieprestasie-kriteriaopleiding op die terrein vir geregistreerde kwekeling-bouwerkers in sy diens wil verskaf nie, moet sodanige kwekeling in staat stel om produksieprestasiekriteriaoplei-ding deur 'n geakkrediteerde inrigting te ontvang.

(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 of nie-aangewese ambag wat die kwekeling wil leer;

(c) proof that the prospective trainee has passed a recognised aptitude test; and

(d) a letter from the 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, 2 or 1.

(4) The Council shall have the right to require a trainee building worker 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 employer appointed by the Council, who can provide the necessary training.

(5) The Council shall require that the trainee building worker 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 building worker shall be registered as a trainee building worker Class 4, after he has been employed as such for a maximum of 56 consecutive Calendar days (8 weeks) and provides the Council with a letter of reference from an employer who shall employ him as a trainee building worker Class 4;

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

(i) on having been employed in his trade with an employer as a trainee building worker Class 4, for a minimum of 31 weeks and a maximum of 41 weeks; and

(ii) on having attended a recognised training institution for instruction in his trade; and

(iii) on having passed all the modules of phase one of the course content for his trade.

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

(i) on having been employed in his trade with an employer as a trainee building worker Class 3, for a minimum of 39 weeks and a maximum of 49 weeks; and

(ii) on having attended a recognised training institution for instruction in his trade; and

(iii) on having passed all the modules of phase two of the course content for his trade.

(d) A trainee building worker Class 2, shall be registered as a trainee building worker Class 1—

(i) on having been employed in his trade with an employer as a trainee building worker Class 2, for a minimum of 39 weeks and a maximum of 49 weeks; and

(ii) on having attended a recognised training institution for instruction in his trade; and

(iii) on having passed all the modules of phase three of the course content for his trade.

(e) A trainee building worker Class 1, shall be registered as an artisan—

(i) on having been employed in his trade with an employer as a trainee building worker Class 1, for a minimum of 39 weeks and a maximum of 49 weeks; and

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

(d) 'n brief deur die werkgewer 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, 2 of 1 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 kwekelingbouwer 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 werkgewer, deur die Raad aangewys, plaasvind.

(5) Die Raad 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 56 agtereenvolgende kalenderdae (8 weke) in diens was en die Raad voorsien van 'n verwysingsbrief van 'n werkgewer wat hom as 'n kwekelingbouwerker Klas 4 in diens wil neem.

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

(i) nadat hy as kwekelingbouwerker Klas 4 by 'n werkgewer minstens 31 en hoogstens 41 weke in sy ambag in diens was; en

(ii) nadat hy by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en

(iii) nadat hy in al die modules van fase een 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 werkgewer minstens 39 en hoogstens 49 weke in sy ambag in diens was; en

(ii) nadat hy by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en

(iii) nadat hy in al die modules van fase twee van die kursushoud vir sy ambag geslaag het.

(d) 'n Kwekelingbouwerker Klas 2 moet as 'n kwekelingbouwerker Klas 1 geregistreer word—

(i) nadat hy as 'n kwekelingbouwerker Klas 2 by 'n werkgewer minstens 39 en hoogstens 49 weke in sy ambag in diens was; en

(ii) nadat hy by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en

(iii) nadat hy in al die modules van fase drie van die kursushoud in sy ambag geslaag het.

(e) 'n Kwekelingbouwerker Klas 1 moet as 'n ambagsman geregistreer word—

(i) nadat hy as 'n kwekelingbouwerker Klas 1 by 'n werkgewer minstens 39 en hoogstens 49 weke in sy ambag in diens was; en

(ii) on having attended a recognised training institution for instruction in his trade; and

(iii) on having passed a minimum of 100 per cent of the course content for his trade; and

(iv) on having completed his PPCs with an employer or at a recognised training institution; and

(v) on having passed category B trade test for his trade at an accredited trade test centre.

(6) Any employer that wishes to employ a trainee building worker has to enter into an employer contract with the Council, on the conditions determined by the Council from time to time, and such contract of employment can only be varied or cancelled with the consent of the Council. At the cancellation of such employment contract before the trainee building worker has completed his traineeship, the Council may enter into a continuation employment contract with another employer.

(7) (a) No employer shall employ any person, other than a monthly-paid employee acting in a supervisory capacity, an apprentice, a registered building worker or an employee for whom wages are prescribed in clause 17 (1) (g), (h), (i), (j), (k) or (l), to perform skilled work unless such person is in possession of a certificate of registration as a probationary trainee building worker or trainee building worker issued in terms of this clause.

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

(8) The Council may issue each approved probationary trainee building worker and trainee building worker with a logbook in which the 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 employers to receive further training his logbook shall be similarly completed by such other employers.

9. PROHIBITED EMPLOYMENT

(1) No employer shall require or permit any person, other than a registered artisan, craftsman Grade 1, craftsman Grade 2 or foreman, to perform skilled work in the Industry: Provided that this prohibition shall not apply to an employee serving under a registered contract or apprenticeship or to a trainee serving a period of training in terms of the Manpower Training Act, 1981, or to a person registered with the Council as a probationary trainee building worker or as a trainee building worker in terms of clause 8.

(2) No employer, foreman, artisan, craftsman Grade 1, craftsman Grade 2 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 prescribed 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 closed period specified in clause 16 or outside the 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.

(ii) nadat hy by 'n erkende opleidingsinrigting onderrig in sy ambag ondergaan het; en

(iii) nadat hy in 'n minimum van 100 persent van die kursushoud vir sy ambag geslaag het; en

(iv) nadat hy by 'n werkgewer of by 'n erkende opleidingsinrigting sy PPK's voltooi het; en

(v) nadat hy 'n kategorie B-vaktoets in sy ambag, by 'n geakkrediteerde vaktoetsentrum, geslaag het.

(6) 'n Werkgewer wat 'n kwekelingbouwerker in diens wil neem, moet 'n indiensnemingskontrak met die Raad aangaan op die voorwaardes soos van tyd tot tyd deur die Raad bepaal en sodanige indiensnemingskontrak kan slegs met die Raad se goedkeuring gewysig of gekanselleer word. By kansellering van sodanige indiensnemingskontrak, voordat die kwekelingbouwerker sy opleiding voltooi het, kan die Raad 'n voortsettingsindiensnemingskontrak met 'n ander werkgewer aangaan.

(7) (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 17 (1) (g), (h), (i), (j), (k) of (l), 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) Geen werknemer, uitgesonderd 'n maandeliks besoldigde werknemer wat in 'n toesighoudende hoedanigheid optree, 'n vakleerling, 'n geregistreerde bouwerker of 'n werknemer vir wie lone in klousule 16 (1) (g), (h), (i), (j), (k) of (l) 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.

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

9. VERBODE INDIENSNEMING

(1) Geen werkgewer mag van iemand, uitgesonderd 'n geregistreerde ambagsman, vakman Graad 1, vakman Graad 2 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 uitdien, of op 'n kwekeling wat 'n opleidingstydperk ingevolge die Wet op Manekragopleiding, 1981, uitdien, of op iemand wat by die Raad geregistreer is as 'n proefkwekelingbouwerker of as 'n kwekelingbouwerker kragtens klousule 8.

(2) Geen werkgewer, voorman, ambagsman, vakman Graad 1, vakman Graad 2 of ander werknemer wat in '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 16 gespesifiseer of buite die werkure in klousule 3 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) Subject to the provisions of section 83 of the Act, and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe, had such engagement or employment not been prohibited; and the employer shall continue to pay such remuneration and observe such conditions as if such engagement or employment had not been prohibited.

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

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

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

(c) An employer who gives out work to a labour-only contractor shall within seven days thereafter have submitted to the Council the name and address of such labour-only contractor as well as the address of the site on which he will be employed, together with the date as from which he will be so engaged.

(d) All working employers, directors and/or partners operating as labour-only contractors shall comply with the provisions of the following clauses and any amendments, extensions, renewals or replacements thereof as if they were artisans or craftsmen: Clauses 6, 13, 16, 24, 25, 28 and 30.

(e) An employer who gives out work to a labour-only contractor who does not employ his own labour, shall in respect of such labour-only contractor comply with the provisions of the clauses quoted in paragraph (d), and any amendments, extensions, renewals or replacements thereof, as if such labour-only contractor was an artisan or craftsman.

11. HIRE OF LABOUR

(1) No employer shall—

(a) avail himself of the services of another person for the supply of labour to perform work covered by this Agreement on any basis which provides for remuneration, benefits and allowances to be paid to a person other than the person performing such work;

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

10. VERBOD OP STUKWERK EN 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 nie as dié in hierdie Ooreenkoms voorgeskryf: Voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in alle opsigte nagekom word en die Raad skriftelik van die instelling van sodanige skema in kennis gestel word. 'n Geskil wat uit die toepassing van hierdie subklousule ontstaan, kan deur enigeen van die partye aan die Raad voorgelê word vir 'n beslissing.

(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 aan 'n slegs-arbeid-kontrakteur uitbestee 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 uitbestee om homself daarvan te oortuig dat die betrokke slegs-arbeid-kontrakteur aldus geregistreer is.

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

(d) Alle werkende werkgewers, direkteure en/of vennote wat as slegs-arbeid-kontrakteurs optree, moet voldoen aan die volgende klousules en enige wysigings, verlengings, hernuings of vervangings daarvan asof hulle ambagsmanne of vakmanne is: Klousule 6, 13, 16, 24, 25, 28 en 30.

(e) 'n Werkgewer wat werk uitbestee aan 'n slegs-arbeid-kontrakteur wat nie sy eie arbeid emplojeer nie, moet ten opsigte van sodanige slegs-arbeid-kontrakteur voldoen aan die bepalings van die klousules in paragraaf (d) genoem en enige wysigings, verlengings, hernuings of vervangings daarvan asof so 'n slegs-arbeid-kontrakteur 'n ambagsman, vakman of meestersvakman is.

11. HUUR VAN ARBEID

(1) Geen werkgewer mag—

(a) gebruik maak van die dienste van iemand anders vir die lewering van arbeid om werk te verrig wat deur hierdie Ooreenkoms gedek word op 'n grondslag wat voorsiening maak vir besoldiging, voordele en toelaës aan iemand anders as die persoon wat die werk doen nie;

(b) in respect of work covered by this Agreement pay remuneration, benefits and allowances to a person other than the person who, in terms of this Agreement, is entitled to such remuneration, benefits and allowances.

(2) No employee shall make his labour available to any employer on the basis of any contract or arrangement with another person which precludes such employee from exercising his rights under this Agreement to secure from the employer for whom he performs work, the remuneration, benefits and allowances prescribed by this Agreement.

(3) The provisions of subclauses (1) and (2) hereof shall not apply in respect of an employee in the bona fide employ of an employer to whom this Agreement applies who, with the consent of such employer, performs work covered by this Agreement for another employer to whom this Agreement applies.

12. TRANSPORT, WALKING TIME AND LODGING ALLOWANCE

(1) An employee who in the performance of his duties is required to work away from his ordinary place of residence on a job so situated that such employee can be said to be unable to return to his normal place of residence daily shall, in respect of every night such employee spends away from his ordinary place of residence, be afforded suitable sleeping accommodation which is totally waterproof, properly ventilated, have covered flooring and a bed, free of charge to the employee in close proximity to the place of work, and if three meals per day are not provided free of charge by the employer, a living away allowance of R7,50 per night shall additionally be paid to all employees for whom wages are prescribed in this Agreement. All relevant transport shall also be provided free of charge by the employer.

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

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 to work, and no working employer or his partner shall perform any of the work of any of his employees for whom wages are prescribed in this Agreement and no employee whilst in the employ of an employer shall, for remuneration or not solicit, undertake or perform building work normally undertaken by the Building Industry—

- (a) on a Saturday or on a Sunday;
- (b) on any of the public holidays prescribed in clause 16 (1) (b);
- (c) during the leave periods prescribed in clause 16 (1) (a);
- (d) on more than five days in any week from Monday to Friday inclusive;
- (e) (i) in the case of motor vehicle drivers—
 - (aa) for more than 48 hours in any week;
 - (ab) for more than 12 hours daily from Monday to Friday, inclusive; and
- (ac) notwithstanding the provisions of paragraph (a), for more than four hours on Saturday;
- (ii) in the case of all other employees, excluding a watchman—
 - (aa) for more than 42 hours in any week;
 - (ab) for more than nine hours daily from Monday to Thursday, inclusive, and eight hours on Friday;

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

(2) Geen werknemer mag sy arbeid aan 'n werkgever beskikbaar stel op grondslag van 'n kontrak of reëling met iemand anders wat so 'n werknemer verhinder om sy regte ingevolge hierdie Ooreenkoms uit te oefen om van die werkgever vir wie hy werk verrig die besoldiging, voordele en toelaes te verkry wat deur hierdie Ooreenkoms voorgeskryf word nie.

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

12. VERVOER, LOOPTYD- EN LOSIESTOELAE

(1) Aan 'n werknemer, van wie daar vereis word om by die uitvoering van sy pligte weg van sy gewone woonplek af te werk by 'n werkplek wat so geleë is dat daar beweer kan word dat so 'n werknemer nie in staat sal wees om daagliks na sy gewone woonplek terug te keer nie, moet daar ten opsigte van elke nag wat so 'n werknemer weg van sy gewone woonplek af deurbring, geskikte slaapplek wat totaal waterdig en goed geventileerd is en beskik oor vloerbedekking en 'n bed, gratis aan die werknemer beskikbaar gestel word in die nabye omgewing van die werksplek, en indien drie maaltye per dag nie gratis aan die werknemer verskaf word nie, moet 'n addisionele uitslaaptoelae van R7,50 per nag aan alle werknemers, vir wie lone in hierdie Ooreenkoms voorgeskryf word, betaal word. Alle verwante vervoer moet ook gratis deur die werkgever verskaf word.

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

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

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

- (a) op 'n Saterdag of op 'n Sondag;
- (b) op enige van die openbare feesdae in klousule 16 (1) (b) voorgeskryf;
- (c) gedurende die verloftydperke in klousule 16 (1) (a) voorgeskryf;
- (d) op meer as vyf dae in 'n week van Maandag tot en met Vrydag;
- (e) (i) in die geval van motorvoertuigdrywers—
 - (aa) vir langer as 48 uur in 'n week;
 - (ab) vir langer as 12 uur daagliks van Maandag tot en met Vrydag; en
- (ac) ondanks paragraaf (a), vir langer as vier uur op Saterdag;
- (ii) in die geval van alle werknemers, uitgesonderd 'n wag—
 - (aa) vir langer as 42 uur in 'n week;
 - (ab) vir langer as nege uur daagliks van Maandag tot en met Donderdag en agt uur op Vrydag;

(ac) before 07:00 or after 18:00 on Mondays to Thursdays, inclusive, and before 07:00 or after 16:45 on Fridays;

(iii) in the case of a guard—

(aa) who works not more than five days per week, to work for more than 12 hours on any day; or

(ab) who works six days per week, to work for more than 10 hours on any day.

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

(i) save as provided in subclause (3) periods of work interrupted by intervals of less than 30 minutes, shall be deemed to be continuous;

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

(3) *Rest intervals:* An employer shall grant to each of his employees for whom wages are prescribed in clause 17, a rest interval of not less than 15 minutes as near as possible in the middle of each morning work period and not less than 10 minutes as near as possible in the middle of each afternoon work period, and during such intervals such employee shall not be required or permitted to perform any work: Provided that by mutual arrangement between an employer and his employees the morning interval may be extended to 25 minutes, in which case there shall be no afternoon interval: Provided further that the said intervals shall not be deemed to be time worked.

(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 subclause (7), (8) and (9). 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 17 plus 15 per cent: Provided that the provisions of this subclause shall not apply to guards.

(5) *Paid working time:* The daily paid working time of an employee shall commence when the employee starts working at his actual place of work or job site, and shall end when the employee stops working at his actual place of work or job site and shall exclude all travelling time to and from the actual place of work or job site: Provided that if the employee, on the instructions of the employer, has to move to another place of work or job site after his daily paid working time has already commenced, such travelling time shall be deemed to be time worked by the employee.

(6) *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.

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

(ac) voor 07:00 of na 18:00 op Maandae tot en met Donderdae en voor 07:00 of na 16:45 op Vrydae;

(iii) in die geval van 'n wag—

(aa) wat hoogstens vyf dae per week werk, meer as 12 uur op 'n dag werk nie; of

(ab) wat ses dae per week werk, meer as 10 uur op 'n dag werk nie.

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

(i) werktidperke wat onderbreek word deur pouses van minder as 30 minute, behoudens subklousule (3), geag word aaneenlopend te wees;

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

(3) *Ruspouses:* 'n Werkgewer moet aan elkeen van sy werknemers vir wie lone in klousule 17 voorgeskryf word, so na as doenlik aan die middel van elke werktidperk in die voormiddag 'n ruspouse van minstens 15 minute en so na as doenlik aan die middel van elke werktidperk in die namiddag 'n ruspouse van minstens 10 minute toestaan, en gedurende sodanige ruspouses mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om werk te verrig nie: Met dien verstande dat 'n werkgewer en sy werknemers onderling kan ooreenkom om die oggendpouse tot 25 minute te verleng en daar dan geen middagpouse is nie: Voorts met dien verstande dat genoemde pouses nie geag moet word tyd gewerk te wees nie.

(4) *Skofwerk:* 'n Werkgewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk mits hy die toestemming van die Raad verkry: Met dien verstande egter dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie behalwe op die voorwaardes in subklousules (7), (8) en (9) voorgeskryf. Een van hierdie skofte moet gewerk word gedurende die gewone werkure in subklousule (1) (e) voorgeskryf. 'n Werknemer wat enige ander skof werk as die skof gedurende die gewone werkure moet die loon ontvang wat ingevolge klousule 17 betaalbaar is, plus 15 persent: Met dien verstande dat hierdie subklousule nie op 'n wag van toepassing is nie.

(5) *Betaalde werktyd:* Die daaglikse betaalde werktyd van 'n werknemer neem 'n aanvang wanneer die werknemer begin werk by sy normale werksplek of die betrokke werksperseel en loop ten einde wanneer die werknemer uitval by sy normale werksplek of die betrokke werksperseel, en sal alle reistyd na en vanaf sy normale werksplek of die betrokke werksperseel uitsluit: Met dien verstande dat indien die werknemer op die instruksies van die werkgewer na 'n ander werksplek of werksperseel moet verskuif nadat sy betaalde werktyd reeds 'n aanvang geneem het, sodanige reistyd as tyd gewerk deur die werknemer geag word.

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

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

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

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

(ii) 15 hours in any one week.

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

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

(ii) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12:00 on the last working day prior to the day on which such overtime is to be worked. Such application shall give—

(aa) the name and address of the employer;

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

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

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

(ae) the number of employees in each category.

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

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

(b) in respect of overtime worked—

(i) in excess of one hour daily on Monday to Thursdays inclusive, one and one third,

(ii) on Fridays, one and one third, and

(iii) on Saturdays prior to 17:00, one and a half times his hourly wage in respect of each hour or part of an hour so worked in any week, subject however, to the employee having worked 42 hours, Monday to Saturday, inclusive, during the specific pay-week. If the employee has worked less than 42 hours during the specific pay-week, irrespective of whether the time so worked was on a normal working day during the week or on a Saturday, the aforementioned overtime wages will not be applicable;

(c) in respect of overtime worked—

(i) after 17:00 on Saturdays;

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

(iii) on the public holidays referred to in clause 16 (b);

(iv) during the leave periods prescribed in clause 16 (1) (a);

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

(9) (a) Notwithstanding the provisions of subclause (6) 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

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

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

(ii) vir langer as 15 uur in enige week;

oortydwerk te verrig nie.

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

(i) in die geval van noodwerk soos omskryf;

(ii) met die toestemming van die Raad, en aansoek om die Raad se toestemming moet skriftelik by die Raad ingedien word voor 12:00 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.

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

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

(b) vir oortydwerk verrig—

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

(ii) op Vrydae, een en een derde, en

(iii) op Saterdag voor 17:00, een en 'n half maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy aldus in 'n week gewerk het, onderhewig daaraan egter, dat die werknemer 42 ure, vanaf Maandag tot en met Saterdag, gedurende die spesifieke betaalweek gewerk het. Indien die werknemer minder as 42 ure in die spesifieke betaalweek gewerk het, ongeag of die tyd aldus op 'n gewone werkdag gedurende die week of op 'n Saterdag gewerk was, sal die voormelde oortydloon nie van toepassing wees nie;

(c) vir oortydwerk verrig—

(i) na 17:00 op Saterdag;

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

(iii) op die openbare vakansiedae in klousule 16 (1) (b) vermeld;

(iv) gedurende die verloftydperke voorgeskryf in klousule 16 (1) (a);

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

(9) (a) Ondanks subklousule (6) wanneer 'n werknemer in enige werkweek van sy werk af wegbly gedurende enigeen van al die gewone werkure wat vir sy werkgewer se inrigting geld, kan sodanige gewone werkure wat die werknemer

ordinary hours not worked by such employee may be deducted from the hours of overtime worked by such employee and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

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

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

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

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

14. TRIAL PERIOD OF EMPLOYEES

(1) All employees for whom wages are prescribed in clause 17 (1) of this Agreement, but excluding the employees referred to in clause 17 (1) (d), (e), (f), (g), (h), (i), (j), (k), (l), (n) and (o) shall upon employment in the Industry with any employer engaged in the Industry, be subject to a trial period of 42 working hours, not necessarily consecutive.

(2) Notwithstanding anything to the contrary contained in this Agreement, the employee concerned shall, during the trial period referred to in paragraph (1) hereof, be entitled only to the wage prescribed in clause 17 (1) of this Agreement in respect of all hours worked, without any employer contributions to the holiday fund or any other benefit fund of the Council.

(3) During the trial period referred to in paragraph (1) hereof, the employee's employer will not be compelled to issue the prescribed Building Industry Council stamp of the Council to the employee concerned.

15. 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) and identity number of every employee employed by him. The Industrial Council number is the number in the Council's records against which Holiday Fund, Medical Aid Fund or Pension Fund contributions are credited to such employee and is the number reflected in the employee's contribution book.

nie gewerk het nie, afgetrek word van die aantal ure wat die werknemer oortydwerk verrig het, en vir die ure wat aldus afgetrek word, moet die werknemer betaal word teen sy gewone loonskaal: Met dien verstande dat—

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

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

(iii) wanneer 'n werknemer van sy werk afwesig is met die toestemming van sy werkgever, 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 oortydтарыewe wat van toepassing is op die ure van oortydwerk wat verrig is: Voorts met dien verstande dat 'n werkgever van 'n werknemer kan vereis om 'n mediese sertifikaat voor te lê as bewys dat hy weens siekte van sy werk afwesig was.

(b) 'n Werknemer wat veronreg voel omdat enige 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 enige redes wat vir sodanige besluit aangevoer word, daardie besluit bekrachtig of sodanige ander uitspraak gee as wat na sy mening in so 'n geval gegee moes gewees het.

14. PROEFTYDPERK VAN WERKNEMERS

(1) Alle werknemers vir wie lone voorgeskryf word in klousule 17 (1) van hierdie Ooreenkoms, maar uitgesonderd die werknemers bedoel in klousule 17 (1) (d), (e), (f), (g), (h), (i), (j), (k), (l), (n) en (o) is by indienstreding in die Nywerheid by 'n werkgever werksaam in die Nywerheid onderhewig aan 'n proeftydperk van 42 werkuur, wat nie noodwendig opeenvolgend hoef te wees nie.

(2) Ondanks andersluidende bepalings vervat in hierdie Ooreenkoms, is die betrokke werknemer gedurende die proeftydperk bedoel in paragraaf (1) hiervan, ten opsigte van alle ure gewerk, geregtig op slegs die lone voorgeskryf in klousule 17 (1) van hierdie Ooreenkoms, sonder enige werkgebydraes tot die vakansiefonds of enige ander voordeelfonds van die Raad.

(3) Gedurende die proeftydperk bedoel in paragraaf (1) hiervan, is die werkgever nie verplig om die Raad se voorgeskrewe Bounywerheidsraadseël aan die betrokke werknemer uit te reik nie.

15. REKORDS 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 rekord moet hou van besoldiging aan hulle betaal, van tyd wat hulle gewerk het en van sodanige ander besonderhede as wat by regulasie voorgeskryf is, en die bepalings van enige regulasies wat ingevolge subartikel (2) van genoemde artikel gemaak is, in hierdie Ooreenkoms ingelyf is.

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

(3) 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.

16. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

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

(i) commencing at 17:00 on 15 December 1994 and ending at 08:00 on 9 January 1995;

(ii) commencing at 17:00 on 15 December 1995 and ending at 08:00 on 8 January 1996;

(iii) commencing at 17:00 on 13 December 1996 and ending at 08:00 on 6 January 1997.

(b) on any public holiday, proclaimed as a paid public holiday for every employee, in terms of the Public Holidays Act;

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

(2) Employees who are required to work during the leave period or the public holidays referred to in subclause (1) with the prior consent of the Council, shall be paid at the rates laid down in clause 13 (8).

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

"(4) 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, 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 or work or illness supported by a doctor's certificate, or is absent with the consent of his employer;

(ii) notwithstanding the provisions of proviso (i), an employee shall not be entitled to any remuneration in respect of such public holidays if he has lost normal working time in the specific payweek in which such holiday(s) falls: Provided further that normal working time lost due to circumstances beyond his control such as inclement weather, shortage of materials or work, or illness supported by a doctor's certificate, or absence with the employer's consent, shall, for the purpose of this clause, not be recognised as normal working time lost by the employee.

(b) Remuneration for other public holidays that fall during the annual leave period shall be made by way of weekly contributions as prescribed in clause 24 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.

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

16. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

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

(i) wat om 17:00 op 15 Desember 1994 begin en om 08:00 op 9 Januarie 1995 eindig;

(ii) wat om 17:00 op 15 Desember 1995 begin en om 08:00 op 8 Januarie 1996 eindig; en

(iii) wat om 17:00 op 13 Desember 1996 begin, en om 08:00 op 6 Januarie 1997 eindig;

(b) op enige openbare vakansiedag, wat in terme van die Wet op Openbare Vakansiedae, as 'n betaalde vakansiedag vir elke werknemer, geproklameer is;

tensy die skriftelike toestemming van die Raad vooraf verkry is.

(2) Werknemers van wie daar vereis word om, met die voorafverkreë toestemming van die Raad, te werk gedurende die verloftydperk of die openbare vakansiedae in subklousule (1) van hierdie klousule bedoel, moet besoldig word teen die skale in klousule 13 (8) voorgeskryf.

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

"(4) 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, indien hulle op enige dag vanaf Maandag tot Vrydag val, besoldig teen die basiese loon en vir die gewone daaglikse werke 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 verhoed word om te werk weens omstandighede buite sy beheer, soos gure weer, 'n tekort aan materiaal of werk, of siekte gestaaf deur 'n mediese sertifikaat; of afwesig is met die toestemming van sy werkgewer;

(ii) ondanks voorbehoudsbepaling (i) 'n werknemer nie geregtig is op besoldiging ten opsigte van sodanige openbare vakansiedag of -dae nie indien hy gedurende die spesifieke betaalweek waarin sodanige vakansiedag of -dae val, gewone werktid verloor het: Voorts met dien verstande dat gewone werktid verloor weens omstandighede buite sy beheer, soos gure weer, 'n tekort aan materiaal of werk of siekte gestaaf deur 'n mediese sertifikaat, of weens afwesigheid met die werkgewer se toestemming vir die toepassing van hierdie klousule nie as gewone werktid deur die werknemer verloor, beskou word nie.

(b) Besoldiging vir ander openbare vakansiedae wat gedurende die jaarlikse verloftydperk val, moet gemaak word deur middel van weeklikse bydraes soos voorgeskryf in klousule 24 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.

(c) When an employee qualifies for payment in respect of a public holiday in terms of this clause, the employer contributions to the benefit funds provided for in the Council's Agreements, shall also be payable in respect of such public holiday."

17. 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:

(c) Wanneer 'n werknemer in terme van hierdie klousule kwalifiseer vir betaling ten opsigte van 'n openbare vakansiedag, sal die werkgever se bydraes tot die voordeelfondse waarvoor in die Raad se Ooreenkomste voorsiening gemaak word, ook betaalbaar wees ten opsigte van sodanige openbare vakansiedag."

17. 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 aangeheem word nie:

Category of employee	As from 1 November 1994		
	Area 'A'	Area 'B'	Area 'C'
	R Per hour	R per hour	R Per hour
(a) Cleaners	2,82	2,82	2,06
(b) (1) General workers, manufacturing workers, dumper drivers and hoist operators	3,59	3,59	2,60
(2) Guards & security guards (full time)	Per week 150,78	Per week 150,78	Per week 109,20
(c) Building worker Class 4	Per hour 4,01	Per hour 4,01	Per hour 2,93
(d) Building worker Class 3	4,51	4,51	3,30
(e) Building worker Class 2	5,08	5,08	3,71
(f) Building worker Class 1	5,71	5,71	4,17
(g) Artisan painters and roofers	6,43	6,43	4,70
(h) Artisans in all other trades	7,23	7,23	5,29
(i) Craftsmen Grade 2 painters	8,13	—	5,29
(j) Craftsmen Grade 1 painters and roofers	8,13	8,13	5,95
(k) Craftsmen Grade 2 in all other crafts	8,51	—	5,95
(l) Craftsmen Grade 1 in all other crafts	9,04	9,04	6,69
(m) Drivers of motor vehicles and operators of power-driven plant which are required to be in possession of a—			
(1) Code 5–8 licence	Per week 150,78	Per week 150,78	Per week 109,20
(2) Code 9–10 licence	168,42	168,42	123,06
(3) Code 11 licence	189,42	189,42	138,60
(4) Code 13 licence	213,36	213,36	155,82
(5) Code 14 licence	239,82	239,82	175,14
(n) Learner artisans serving under contract of learnership registered with the Council:			
(1) First year	Per hour 4,01	Per hour 4,01	Per hour 2,93
(2) Second year	4,51	4,51	3,30
(3) Third year	5,08	5,08	3,71
(4) Fourth year	5,71	5,71	4,17
(o) Apprentices	4,01	4,01	2,93:

Werknemerskategorie	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
	R Per uur	R per uur	R Per uur
(a) Skoonmakers	2,82	2,82	2,06
(b) (1) Algemene werkers, vervaardigingswerkers, stortwabestuurders en hystoesteloperateurs	3,59	3,59	2,60
(2) Wagte en veiligheidswagte (voltyds)	Per week 150,78	Per week 150,78	Per week 109,20
(c) Bouwerker Klas 4	Per uur 4,01	Per uur 4,01	Per uur 2,93
(d) Bouwerker Klas 3	4,51	4,51	3,30
(e) Bouwerker Klas 2	5,08	5,08	3,71

Werknemerskategorie	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
	R Per uur	R per uur	R Per uur
(f) Bouwerker Klas 1	5,71	5,71	4,17
(g) Ambagsmandakwerkers en -verwers	6,43	6,43	4,70
(h) Ambagsmanne in alle ander ambagte	7,23	7,23	5,29
(i) Vakmanne Graad 2-verwers	8,13	—	5,29
(j) Vakmanne Graad 1-dakwerkers en -verwers	8,13	8,13	5,95
(k) Vakmanne Graad 2-in alle ander ambagte	8,51	—	5,95
(l) Vakmanne Graad 1-in alle ander ambagte	9,04	9,04	6,69
(m) Voertuigbestuurders en operateurs van kragaangedrewe masjinerie wat in besit moet wees van 'n—	Per week	Per week	Per week
(1) Kode 5–8-lisensie	150,78	150,78	109,20
(2) Kode 9–10-lisensie	168,42	168,42	123,06
(3) Kode 11-lisensie	189,42	189,42	138,60
(4) Kode 13-lisensie	213,36	213,36	155,82
(5) Kode 14-lisensie	239,82	239,82	175,14
(n) Leerlingambagsmanne wat leerlingkontrakte wat by die Raad geregistreer is, uitdien:	Per uur	Per uur	Per uur
(1) Eerste jaar	4,01	4,01	2,93
(2) Tweede jaar	4,51	4,51	3,30
(3) Derde jaar	5,08	5,08	3,71
(4) Vierde jaar	5,71	5,71	4,17
(o) Vakleerlinge	4,01	4,01	2,93:

Provided that the aforementioned wages shall not be less than those prescribed in terms of the Manpower training Act, 1981:

Provided further that the wages prescribed above for drivers/plant operators shall be payable if such employees have worked 42 normal working hours or more but not more than 48 normal working hours in any week. If such employees have, however, worked less than 42 normal working hours in any week, their wages for the respective week shall be calculated as follows: The above prescribed wages divided by 42 hours, multiplied by the actual number of normal working hours worked.

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

(3) *Minors*: A minor employed with the consent of the Registrar of 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 clause 17 (1) (o).

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

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

Met dien verstande dat voormelde lone nie minder mag wees nie as dié voorgeskryf ingevolge die Wet op Mannekragopleiding, 1981:

Voorts met dien verstande dat die lone hierbo voorgeskryf vir drywers/masjienbedieners betaalbaar is indien sodanige werknemers 42 of meer gewone werkure maar hoogstens 48 gewone werkure in enige week gewerk het. Indien sodanige werknemers egter minder as 42 gewone werkure in enige week gewerk het, moet hul lone, vir die spesifieke week soos volg bereken word: Bogemelde voorgeskryfde lone gedeel deur 42 uur en vermenigvuldig met die werklike getal gewone werkure gewerk.

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

(3) *Minderjariges*: 'n Minderjarige wat met die toestemming van die Registrateur van 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 klousule 17 (1) (o) voorgeskryf.

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

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

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

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

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

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

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

18. PAYMENT OF WAGES AND OVERTIME

(1) Except where otherwise provided in this Agreement, all remuneration due to an employee for a working week shall be paid in cash weekly within one hour after the normal finishing time of the employee but not later than 17:00 on Friday or on termination of employment or not later than the working day immediately following such termination, if such termination takes place before Friday: Provided that, when Friday is a holiday in the Industry, payment shall be made on the Thursday preceding such holiday.

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

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

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

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

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

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

"All stamps must be affixed immediately in a contribution book obtainable from the Council."

(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 19, 24, 25, 28, 29 and 30;

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

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

(b) wat op 'n hoogte van meer as 10 m van die grond af aan die buitekant van 'n gebou (uitgesonderd by die oprigting van 'n nuwe gebou), op of van 'n hangsteier, bootsmanstoel, of 'n dak of skuifleeer verrig word in verband met die opknapping, verbouding 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.

18. BETALING VAN LONE EN OORTYDBESOLDIGING

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, moet alle besoldiging wat aan 'n werknemer vir 'n werkweek verskuldig is, weekliks in kontant binne een uur na die normale uitvaltyd van die werknemer, maar nie later nie as 17:00 betaal word op Vrydag of by diensbeëindiging of voor of op die werkdag wat volg onmiddellik na sodanige diensbeëindiging, as dit voor Vrydag plaasvind: Met dien verstande dat, wanneer 'n Vrydag 'n vakansiedag in die Nywerheid is, betaling moet geskied op die Donderdag voor sodanige vakansiedag.

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

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

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

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

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

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

"Alle seëls moet onmiddellik geplak word in 'n bydraeboek wat van die Raad verkrygbaar is."

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

- (a) Bedrae waarvoor in klousules 19, 24, 25, 28, 29 en 30 voorsiening gemaak is;

(b) deductions provided for in clauses 26 and 27;

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

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

(e) with the written consent of his employee, a deduction of subscriptions payable to the trade union which is a party to the Building Industry Council, North and West Boland;

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

19. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) Whenever an employer or an employee intends terminating a contract of employment, he shall—

(a) during the employee's first 168 hours in the employment of the employer, give the other party one working hour's notice of termination of such contract;

(b) if the employee has worked for the employer for 169 hours or longer, 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) (a), may be given on any working day, but not later than one hour before the normal finishing time of the employee.

(3) Notice in terms of subclause (1) (b) 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.

(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 hourly wage in respect of notice given in terms of subclause (1) (a), or

the daily wage in respect of notice given in terms of subclause (1) (b), 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 the employer pays the employee or the employee 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 affect—

(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.

(b) aftrekkings waarvoor in klousules 26 en 27 voorsiening gemaak is;

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

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

(e) met die skriftelike toestemming van sy werknemer, die bedrag aan ledegeld wat betaalbaar is aan die vakvereniging wat 'n party is by die Bounywerheidsraad, Noord- en Wes-Boland;

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

19. BEEÏNDIGING VAN DIENSKONTRAK

(1) Wanneer 'n werkgewer of 'n werknemer voornemens is om 'n dienskontrak te beëindig, moet hy die ander party—

(a) gedurende die werknemer se eerste 168 uur diens by die werkgewer, een werkuur kennis gee van die beëindiging van sodanige kontrak;

(b) indien die werknemer 169 uur of langer vir die werkgewer gewerk het, een werkdag kennis gee van die 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) (a) kan op enige werkdag gegee word, maar nie later nie as een werkuur voor die gewone uitskeityd van die werknemer.

(3) Kennis ingevolge subklousule (1) (b) 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.

(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 nie is as 'n bedrag gelykstaande met—

die uurlikse loon ten opsigte van kennis gegee ingevolge subklousule (1) (a); of

die daaglikse loon ten opsigte van kennis gegee ingevolge subklousule (1) (b); 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 die werkgewer 'n bedrag aan die werknemer betaal of die werknemer aan die werkgewer 'n bedrag betaal of verbeur, na gelang van die geval, wat nie minder is nie as die toepasslike loon wat die werkgewer die werknemer andersins ingevolge subklousule (4) sou moes betaal het indien die kontrak met die vereiste kennisgewing beëindig was.

(6) Hierdie klousule raak nie die volgende nie—

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

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

(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.

(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 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.

20. STORAGE AND PROVISION OF TOOLS

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

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

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

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

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

(a) Bricklayer and plasterer:

Description	Number
toolbox.....	1
padlock, 30 mm.....	1
safety hat.....	1
clean overalls.....	1
gumboots.....	1 pr
wrecking bar, 450 mm.....	1
wire brush.....	1
wire pliers.....	1
small tool.....	1
clasp knife.....	1
block brush.....	1
cold chisels:	
13 mm.....	1
25 mm.....	1
measuring tapes:	
5 m.....	1
30.....	1
gauging trowel.....	1
club hammer, 1,8 kg.....	1
nylon line, 30 m.....	2
pencil (hard).....	2
screwdriver.....	1

(7) Niks in hierdie klousule mag 'n werkgewer belet om 'n werknemer se diens tydelik op te skort as gevolg van gure weer nie, en die werkgewer is nie aanspreeklik vir die betaling van besoldiging gedurende sodanige diensopskorting nie.

(8) Niks in hierdie klousule mag 'n werkgewer belet om 'n werknemer se diens tydelik op te skort 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 diens nie vereis sal word nie as gevolg van 'n tekort aan materiale, die werkgewer sodanige werknemer wat hom vir diens 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 dissiplinêre maatreef vir enige tydperk skors nie.

20. BEWARING EN VERSKAFFING VAN GEREEDSKAP

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

(b) 'n Werkgewer moet sorg dat die toesluitplekke buite die gewone en oortyd werkure behoorlik en/of stewig gesluit is.

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

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

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

(a) Messelaar en pleisteraar:

Beskrywing	Getal
gereedskapkis.....	1
hangslot, 30 mm.....	1
harde hoed.....	1
skoon oorpak.....	1
waterstewels.....	1 pr
breekyster, 450 mm.....	1
draadborsel.....	1
draadtang.....	1
klein werktuig.....	1
knipmessie.....	1
koalborsel.....	1
koubeitels:	
13 mm.....	1
25 mm.....	1
maatbande:	
5 m.....	1
30.....	1
maattroffel.....	1
mokerhamer, 1,8 kg.....	1
nylonlyn, 30 m.....	2
potlood (hard).....	2
skroewedraaier.....	1

<i>Description</i>	<i>Number</i>	<i>Beskrywing</i>	<i>Getal</i>
chalk line.....	1	slaglyn	1
chalk refill, 30 g	1	slaglynkryt, 30 g.....	1
sponge, 100 x 100 x 75 mm.....	1	spons, 100 x 100 x 75 mm	1
steel squares:		staalwinkelhake:	
150 x 100 mm.....	1	150 x 100 mm.....	1
600 x 450 mm.....	1	600 x 450 mm.....	1
brick bolster	1	steenbeitel	1
brick hammer	1	steenhamer.....	1
pointing trowel.....	1	voegtroffel.....	1
spirit level, ± 900 mm	1	waterpas, ± 900 mm.....	1
line blocks—hard wood.....	2	lynblokkies (harde hout).....	2
line pins.....	2	messelpenne	2
brick trowel.....	1	messeltroffel	1
rubber hammer	1	rubberhamer	1
brick jointers:		steenvoeërs:	
short round, 8 mm	1	kort rond, 8 mm	1
short square, 8 mm.....	1	kort vierkantig, 8 mm	1
long round, 8 mm.....	1	lank rond, 8 mm.....	1
long square, 8 mm.....	1	lang vierkantig, 8 mm	1
brick joint scraper.....	1	steenvoegskraiper	1
refeal clamps	2	dagwangklampe	2
single groove jointer.....	1	enkelvoegstryker	1
gutter trowel	1	geuttroffel.....	1
corner trowels:		hoektroffels:	
interior round	1	rond—binnehoek.....	1
interior sharp	1	skerp—binnehoek	1
exterior round.....	1	rond—binnehoek.....	1
Wooden floats:		houtstrykplanke:	
450 x 75 mm.....	1	450 x 75 mm.....	1
300 x 150 mm.....	1	300 x 150 mm.....	1
plastering blocks.....	2	pleisterblokkies.....	2
plastering hawk.....	1	pleisterbord.....	1
plastering trowel.....	1	pleistertroffel	1
six-groove reeder.....	1	sesgroefstryker	1
skirting trowel.....	1	vloerlystroffel	1

(b) Bricklayer:

<i>Description</i>	<i>Number</i>
toolbox.....	1
padlock, 30 mm.....	1
safety hat	1
clean overalls.....	1
gum-boots.....	1 pr
Wrecking bar, 450 mm.....	1
wire brush	1
wire pliers.....	1
small tool.....	1
clasp knife.....	1
block brush	1
cold chisels:	
13 mm	1
25 mm	1
measuring tapes:	
5 m	1
30 m	1
gauging trowel	1
club hammer, 1,8 kg.....	1
nylon line, 30 m.....	2
pencil (hard).....	2
screwdriver	1
chalk line.....	1
chalk refill, 30 g	1
sponge, 100 x 100 x 75 mm.....	1
steel squares:	
150 x 100 mm.....	1
600 x 450 mm.....	1

(b) Messelaar:

<i>Beskrywing</i>	<i>Getal</i>
gereedskapkis	1
hangslot, 30 mm	1
harde hoed.....	1
skoon oorpak	1
waterstewels.....	1 pr
breekyster, 450 mm	1
draadborsel.....	1
draadtang	1
klein werktuig	1
knipmessie.....	1
koolborsel	1
koubeitels:	
13 mm	1
25 mm	1
maatbande:	
5 m	1
30 m	1
maattroffel.....	1
mokerhamer, 1,8 kg.....	1
nylonlyn, 30 m.....	2
potlood (hard)	2
skroewedraaier	1
slaglyn	1
slaglynkryt, 30 g.....	1
spons, 100 x 100 x 75 mm	1
staalwinkelhake:	
150 x 100 mm.....	1
600 x 450 mm.....	1

<i>Description</i>	<i>Number</i>	<i>Beskrywing</i>	<i>Getal</i>
brick bolster	1	steenbeitel	1
brick hammer	1	steenhamer	1
pointing trowel	1	voegtroffel	1
spirit level, $\pm$ 900 mm	1	waterpas, $\pm$ 900 mm	1
line blocks—hard wood	2	lynblokkies (harde hout)	2
line pins	2	messelpenne	2
brick trowel	1	messeltroffel	1
rubber hammer	1	rubberhamer	1
brick jointers:		steenvoeërs:	
short round, 8 mm	1	kort rond, 8 mm	1
short square, 8 mm	1	kort vierkantig 8 mm	1
long round, 8 mm	1	lank rond, 8 mm	1
long square, 8 mm	1	lank vierkantig, 8 mm	1
brick joint scraper	1	steenvoegskraiper	1
(c) Carpenter:		(c) Timmerman:	
<i>Description</i>	<i>Number</i>	<i>Beskrywing</i>	<i>Getal</i>
toolbox	1	gereedskapkis	1
padlock, 30 mm	1	hangslot, 30 mm	1
Safety hat	1	harde hoed	1
clean overalls	1	skoon oorpak	1
concrete bits:		betonbore:	
4 mm	1	4 mm	1
6 mm	1	6 mm	1
8 mm	1	8 mm	1
10 mm	1	10 mm	1
12 mm	1	12 mm	1
14 mm	1	14 mm	1
16 mm	1	16 mm	1
tinman's shears	1	blikskêr	1
block hammer	1	blokhamer	1
wire pliers	1	draadtang	1
awl	1	els	1
fretsaw	1	figuursaag	1
fretsaw blades:		figuursaaglemme:	
fine	1	fyn	1
medium	2	medium	2
G-cramp	2	G-klampe	2
hand drill	—	handboor	—
wood chisels (set):		houtbeitels (stel):	
6 mm	1	6 mm	1
10 mm	1	10 mm	1
13 mm	1	13 mm	1
19 mm	1	19 mm	1
25 mm	1	25 mm	1
wood bits (set):		houtbore (stel):	
4 mm	1	4 mm	1
6 mm	1	6 mm	1
8 mm	1	8 mm	1
10 mm	1	10 mm	1
12 mm	1	12 mm	1
14 mm	1	14 mm	1
16 mm	1	16 mm	1
19 mm	1	19 mm	1
ripsaw	1	kloofsaag	1
claw-hammer	1	klouhamer	1
tommy bar	1	knewel	1
pincers	1	knyptang	1
continental hammer, 500 g	1	kontinentale hamer, 500 g	1
cold chisels:		koubeitels:	
13 mm	1	13 mm	1
25 mm	1	25 mm	1
marking gauge (double pin)	1	kruishout (bubbelpen)	1
measuring tapes:		maatbande:	
5 m	1	5 m	1
30 m	1	30 m	1

<i>Description</i>	<i>Number</i>	<i>Beskrywing</i>	<i>Getal</i>
club hammer, 2 kg	1	mokerhamer, 2 kg	1
nylon line, 30 m	2	nylonlyn, 30 m	2
oil can	1	oliekan	1
oil stone (combination)	1	oliesteen (kombinasie)	1
belly brace	1	omslag	1
pencil (soft)	2	potlood (sag)	2
pipe level, 20 m	1	pypwaterpas, 20 m	1
rasp, 250 mm	1	rasper, 250 mm	1
back saw	1	rugsag	1
saw set	1	saagsetter	1
plane no. 4	1	skaaf no. 4	1
vice grip, 250 mm	1	skroeftang, 250 mm	1
screwdrivers (set):		skroewedraaiers (stel):	
large with flat point	1	groot met plat punt	1
medium with flat point	1	medium met plat punt	1
small with flat point	1	klein met plat punt	1
large with star point	1	groot met sterpunt	1
medium with star point	1	medium met sterpunt	1
small with star point	1	klein met sterpunt	1
joiners hammer	1	skrynwerkhamer	1
slide clamps, ± 900 mm	1	skuifklampe, ± 900 mm	1
chalk line	1	slaglyn	1
chalk refill, 30 g	1	slaglynkryt, 30 g	1
keyhole saw	1	sleutelgatsaag	1
nail punch	1	spykerpons	1
nail bag	1	spykersak	1
steel drills (set):		staalbore (stel):	
3 mm	1	3 mm	1
4 mm	1	4 mm	1
6 mm	1	6 mm	1
8 mm	1	8 mm	1
12 mm	1	12 mm	1
steel squares:		staalwinkelhake:	
150 × 100 mm	1	150 × 100 mm	1
600 × 450 mm	1	600 × 450 mm	1
brick bolster	1	steenbeitel	1
adjustable square	1	swaaihaak	1
carpet knife	1	tapytmes	1
carpet knife blades	3	tapytmeslemme	3
dividing compasses, 250 mm	1	verdeelpasser, 250 mm	1
countersink bit	1	versinkboor	1
mitre box	1	verstekbak	1
mitre square	1	verstekhaak	1
expansion bit	1	verstelboor	1
shifting spanner, 200 mm	1	verstelsleutel, 200 mm	1
files (set):		vyle (stel):	
large round	1	groot rond	1
small triangle	1	klein driehoek	1
small round	1	klein rond	1
spirit level, ± 900 mm	1	waterpas, ± 900 mm	1
waterpump pliers	1	waterpomptang	1
Yankee screwdrivers:		Yankee-skroewedraaiers:	
large	1	groot	1
small	1	klein	1
hacksaw	1	ystersaag	1
hacksaw blades (fine)	2	Ystersaaglemme (fyn)	2
roof sheet bending tool	1	dakplaatbuiger	1
bow-saw	1	spansaag	1
sponge, 100 × 100 × 75 mm	1	spons, 100 × 100 × 75 mm	1
steel brush	1	staalborsel	1

(d) Carpenter and joiner:

<i>Description</i>	<i>Number</i>
toolbox	1
padlock, 30 mm	1
safety hat	1
clean overalls	1

(d) Timmerman en skrynwerker:

<i>Beskrywing</i>	<i>Getal</i>
gereedskapkis	1
hangslot, 30 mm	1
harde hoed	1
skoon oorpak	1

Description	Number	Beskrywing	Getal
concrete bits (set):		betonbore (stel):	
4 mm	1	4 mm	1
6 mm	1	6 mm	1
8 mm	1	8 mm	1
10 mm	1	10 mm	1
12 mm	1	12 mm	1
14 mm	1	14 mm	1
16 mm	1	16 mm	1
tinman's shears	1	blikskêr	1
block hammer	1	blokhamer	1
wire pliers	1	draadtang	1
awl	1	els	1
fretsaw	2	figuursaag	2
fretsaw blades:		figuursaaglemme:	
fine	2	fyn	2
medium	2	medium	2
G-cramp	2	G-klamp	2
hand drill	1	handboor	1
wood chisels (set):		houtbeitels (stel):	
6 mm	1	6 mm	1
10 mm	1	10 mm	1
13 mm	1	13 mm	1
19 mm	1	19 mm	1
25 mm	1	25 mm	1
wood bits (set):		Houtbore (stel):	
4 mm	1	4 mm	1
6 mm	1	6 mm	1
8 mm	1	8 mm	1
10 mm	1	10 mm	1
12 mm	1	12 mm	1
14 mm	1	14 mm	1
16 mm	1	16 mm	1
19 mm	1	19 mm	1
rip saw	1	kloofsaag	1
claw-hammer	1	klouhamer	1
tommy bar	1	knewel	1
pincers	1	knyptang	1
continental hammer, 500 g	1	kontinentale hamer, 500 g	1
cold chisels:		koubeitels:	
13 mm	1	13 mm	1
25 mm	1	25 mm	1
marking gauge (double pin)	1	kruishout (dubbelpen)	1
measuring tapes:		maatbande:	
5 m	1	5 m	1
30 m	1	30 m	1
club hammer, 2 kg	1	mokerhamer, 2 kg	1
nylon line, 30 m	2	nylonlyn, 30 m	2
oil can	1	oliekan	1
oil stone (combination)	1	oliesteen (kombinasie)	1
belly brace	1	omslag	1
pencil (soft)	2	pons	1
pipe level, 20m	1	potlood (sag)	2
rasp, 250 mm	1	pywaterpas, 20m	1
back saw	1	rasper, 250 mm	1
saw set	1	rugsaag	1
plane no. 4	1	saagsetter	1
vice grip, 250 mm	1	skaaf no. 4	1
screwdrivers (set):		skroeftang, 250 mm	1
large with flat point	1	skroewedraaiers (stel):	
medium with flat point	1	groot met plat punt	1
small with flat point	1	medium met plant punt	1
large with star point	1	klein met plat punt	1
medium with star point	1	groot met sterpunt	1
small with star point	1	medium met sterpunt	1
joiner's hammer	1	klein met sterpunt	1
slide clamps, $\pm$ 900 mm	1	skrynwerkhamer	1
		skuifklampe, $\pm$ 900 mm	1

Description	Number	Beskrywing	Getal
chalk line.....	1	slaglyn.....	1
chalk refill, 30 g.....	1	slaglynkryt, 30 g.....	1
keyhole saw.....	1	slutelgatsaag.....	1
nail punch.....	1	spykerpons.....	1
nail bag.....	1	spykersak.....	1
steel drills (set):		staalbore (stel):	
3 mm.....	1	3 mm.....	1
4 mm.....	1	4 mm.....	1
6 mm.....	1	6 mm.....	1
8 mm.....	1	8 mm.....	1
12 mm.....	1	12 mm.....	1
steel squares:		staalwinkelhake:	
150 × 100 mm.....	1	150 × 100 mm.....	1
600 × 450 mm.....	1	600 × 450 mm.....	1
brick bolster.....	1	steenbeitel.....	1
adjustable square.....	1	swaaihaak.....	1
carpet knife.....	1	tapytnes.....	1
carpet knife blades.....	3	tapytneslemme.....	3
dividing compasses, 250 mm.....	1	verdeelpasser, 250 mm.....	1
countersink bit.....	1	versinkboor.....	1
mitre box.....	1	verstekbak.....	1
mitre square.....	1	verstekhaak.....	1
expansion bit.....	1	verstelboor.....	1
shifting spanner, 200 mm.....	1	verstelsleutel, 200 mm.....	1
files (set):		vyle:	
large round.....	1	groot rond.....	1
small triangle.....	1	klein driehoek.....	1
small round.....	1	klein rond.....	1
spirit level, ± 900 mm.....	1	waterpas, ± 900 mm.....	1
waterpump pliers.....	1	waterpomptang.....	1
yankee screwdrivers:		Yankee-skroewedraaiers:	
large.....	1	groot.....	1
small.....	1	klein.....	1
hack-saw.....	1	ystersaag.....	1
hacksaw blades (fine).....	2	ystersaaglemme (fyn).....	2
cross cut saw.....	1	dwarssaag.....	1
coping saw.....	1	kurwesaag.....	1
rebate plane.....	1	sponningskaaf.....	1
piercing saw.....	1	steeksaag.....	1
Mitre plane.....	1	versteksaaf.....	1
roof sheet bending tool.....	1	dakplaatbuiger.....	1
bow-saw.....	1	spansaag.....	1
sponge, 100 × 100 × 75 mm.....	1	spons, 100 × 100 × 75 mm.....	1
steel brush.....	1	staalborsel.....	1

(e) Joiner:

Description	Number
Toolbox.....	1
padlock, 30 mm.....	1
safety hat.....	1
clean overalls.....	1
concrete bits (set):	
4 mm.....	1
6 mm.....	1
8 mm.....	1
10 mm.....	1
12 mm.....	1
14 mm.....	1
16 mm.....	1
tinman's shears.....	1
block hammer.....	1
wire pliers.....	1
awl.....	1
fret-saw.....	1
fretsaw blades:	
fine.....	2
medium.....	2

(e) Skrynerker:

Beskrywing	Getal
gereedskapkis.....	1
hangslot, 30 mm.....	1
harde hoed.....	1
skoon oorpak.....	1
betonbore:	
4 mm.....	1
6 mm.....	1
8 mm.....	1
10 mm.....	1
12 mm.....	1
14 mm.....	1
16 mm.....	1
blikskêr.....	1
blokhamer.....	1
draadtang.....	1
els.....	1
figuursaag.....	1
figuursaaglemme:	
fyn.....	2
medium.....	2

Description	Number	Beskrywing	Getal
G-cramp.....	2	G-klampe.....	2
hand drill.....	1	handboor.....	1
wood chisels (set):		houtbeitels (stel):	
6 mm.....	1	6 mm.....	1
10 mm.....	1	10 mm.....	1
13 mm.....	1	13 mm.....	1
19 mm.....	1	19 mm.....	1
25 mm.....	1	25 mm.....	1
wood bits (set):		houtbore (stel):	
4 mm.....	1	4 mm.....	1
6 mm.....	1	6 mm.....	1
8 mm.....	1	8 mm.....	1
10 mm.....	1	10 mm.....	1
12 mm.....	1	12 mm.....	1
14 mm.....	1	14 mm.....	1
16 mm.....	1	16 mm.....	1
19 mm.....	1	19 mm.....	1
ripsaw.....	1	kloofsaag.....	1
claw-hammer.....	1	klouhamer.....	1
tommy bar.....	1	knewel.....	1
pincers.....	1	knyptang.....	1
continental hammer, 500 g.....	1	kontinentale hamer, 500 g.....	1
cold chisels:		koubeitels:	
13 mm.....	1	13 mm.....	1
25 mm.....	1	25 mm.....	1
marking gauge (double pin).....	1	kruishout (dubbelpen).....	1
measuring tapes:		maatbande:	
5 m.....	1	5 m.....	1
30 m.....	1	30 m.....	1
club hammer, 2 kg.....	1	mokerhamer, 2 kg.....	1
nylon line, 30 m.....	2	nylonlyn, 30 m.....	2
oil can.....	1	oliekan.....	1
oil stone (combination).....	1	oliesteen (kombinasie).....	1
belly brace.....	1	omslag.....	1
pencil (soft).....	2	potlood (sag).....	2
pipe level, 20 m.....	1	pypwaterpas, 20 m.....	1
rasp, 250 mm.....	1	rasper, 250 mm.....	1
back saw.....	1	rugsaag.....	1
saw set.....	1	saagsetter.....	1
plan no. 4.....	1	skaaf no. 4.....	1
vice grip, 250 mm.....	1	skroeftang, 250 mm.....	1
screwdrivers (set):		skroewedraaiers (stel):	
large with flat point.....	1	groot met plat punt.....	1
medium with flat point.....	1	medium met plat punt.....	1
small with flat point.....	1	klein met plat punt.....	1
large with star point.....	1	groot met sterpunt.....	1
medium with star point.....	1	medium met sterpunt.....	1
small with star point.....	1	klein met sterpunt.....	1
joiner's hammer.....	1	skrynerwerkhamer.....	1
slide clamps, ± 900 mm.....	1	skuifklampe, ± 900 mm.....	1
chalk line.....	1	slaglyn.....	1
chalk refill, 30 g.....	1	slaglynkryt, 30 g.....	1
keyhole saw.....	1	sleutelgatsaag.....	1
nail punch.....	1	spykerpons.....	1
nail bag.....	1	spykersak.....	1
steel drills (set):		staalbore (stel):	
3 mm.....	1	3 mm.....	1
4 mm.....	1	4 mm.....	1
6 mm.....	1	6 mm.....	1
8 mm.....	1	8 mm.....	1
12 mm.....	1	12 mm.....	1
steel squares:		staalwinkelhake:	
150 × 100 mm.....	1	150 × 100 mm.....	1
600 × 450 mm.....	1	600 × 450 mm.....	1
brick bolster.....	1	steenbeitel.....	1
adjustable square.....	1	swaaihaak.....	1
carpet knife.....	1	tapytmes.....	1

Description	Number	Beskrywing	Getal
carpet knife blades.....	3	tapytmeslemme.....	3
dividing compasses, 250 mm.....	1	verdeelpasser, 250 mm.....	1
countersink bit.....	1	versinkboor.....	1
mitre box.....	1	verstekbak.....	1
mitre square.....	1	verstekhaak.....	1
expansion bit.....	1	verstelboor.....	1
shifting spanner, 200 mm.....	1	verstelsleutel, 200 mm.....	1
files (set):		vyle (stel):	
large round.....	1	groot rond.....	1
small triangle.....	1	klein driehoek.....	1
small round.....	1	klein rond.....	1
spirit level, ± 900 mm.....	1	waterpas, ± 900 mm.....	1
waterpump pliers.....	1	waterpomptang.....	1
Yankee screwdrivers:		Yankee-skroewedraaiers:	
large.....	1	groot.....	1
small.....	1	klein.....	1
hack saw.....	1	ystersaag.....	1
hacksaw blades (fine).....	2	ystersaaglemme (fyn).....	2
cross cut saw.....	1	dwarssaag.....	1
coping saw.....	1	kurwesaag.....	1
rabate plane.....	1	sponningskaaf.....	1
piercing saw.....	1	steekssaag.....	1
mitre plane.....	1	verstekskaaf.....	1
(f) Painter:		(f) Verwer:	
Description	Number	Beskrywing	Getal
toolbox.....	1	gereedskapkis.....	1
padlock, 30 mm.....	1	hangslot, 30 mm.....	1
safety hat.....	1	hardehoed.....	1
clean overalls.....	1	skoon oorpak.....	1
wire brush.....	1	draadborsel.....	1
triangle scraper.....	1	driehoekskraper.....	1
wood sanding block.....	1	houtskuurblokkie.....	1
continental hammer, 500 g.....	1	kontinentale hamer, 500 g.....	1
block brush.....	1	koolborsel.....	1
measuring tape, 5 m.....	1	maatband, 5 m.....	1
palet knife.....	1	paletmes.....	1
pencil (soft).....	2	potlood (sag).....	2
screwdrivers (set):		skroewedraaiër (stel):	
medium with flat point.....	1	medium met plat punt.....	1
medium with star point.....	1	medium met sterpunt.....	1
chalk line.....	1	slaglyn.....	1
chalk refill, 30 g.....	1	slaglynkryl, 30 g.....	1
sponge, 100 × 100 × 75 mm.....	1	spons, 100 × 100 × 75 mm.....	1
nail punch.....	1	spykerpons.....	1
sparkling tool (set):		stopgereedskapstel:	
25 mm.....	1	25 mm.....	1
50 mm.....	1	50 mm.....	1
75 mm.....	1	75 mm.....	1
100 mm.....	1	100 mm.....	1
putty knife.....	1	stopverfmes.....	1
paint cut-in stopper.....	1	verfinsnykeerder.....	1
paint roller holders:		verfrollerhouers:	
150 mm.....	1	150 mm.....	1
230 mm.....	1	230 mm.....	1
(g) Plasterer:		(g) Pleisteraar:	
Description	Number	Beskrywing	Getal
toolbox.....	1	gereedskapkis.....	1
padlock, 30 mm.....	1	hangslot, 30 mm.....	1
safety hat.....	1	harde hoed.....	1
clean overalls.....	1	skoon oorpak.....	1
gum-boots.....	1 pr	waterstewels.....	1 pr
wrecking bar 450 mm.....	1	breekyster, 450 mm.....	1
wire brush.....	1	draadborsel.....	1
wire pliers.....	1	draadtang.....	1
small tool.....	1	klein werktuig.....	1
clasp knife.....	1	knipmessie.....	1
block brush.....	1	koolborsel.....	1

<i>Description</i>	<i>Number</i>	<i>Beskrywing</i>	<i>Getal</i>
cold chisels:		koubeitels:	
13	1	13	1
25	1	25	1
measuring tapes:		maatbande:	
5 m	1	5 m	1
30 m	1	30 m	1
gauging trowel	1	maattoffel	1
club hammer, 1,8 kg	1	mokerhamer, 1,8 kg	1
nylon line, 30 m	1	nylonlyn, 30 m	1
pencil (hard)	2	potlood (hard)	2
screwdriver	1	skroewedraaier	1
chalk line	1	slaglyn	1
chalk refill, 30 g	1	slaglynkryt, 30 g	1
sponge, 100 × 100 × 75 mm	1	spons, 100 × 100 × 75 mm	1
steel squares:		staalwinkelhake:	
150 × 100 mm	1	150 × 100 mm	1
600 × 450 mm	1	600 × 450 mm	1
brick bolster	1	steenbeitel	1
brick hammer	1	steenhamer	1
pointing trowel	1	voegtroffel	1
spirit level, ± 900 mm	1	waterpas, ± 900 mm	1
reveal clamps	2	dagwangklampe	2
single groove jointer	1	enkelvoegstryker	1
gutter trowel	1	geuttroffel	1
corner trowels:		hoektroffels:	
interior round	1	rond—binnehoek	1
interior sharp	1	skerp—binnehoek	1
exterior round	1	rond—buitehoek	1
wooden floats:		Houtstrykplanke:	
450 × 75 mm	1	450 × 75 mm	1
300 × 150 mm	1	300 × 150 mm	1
plastering blocks	2	pleisterblokkies	2
plastering hawk	1	pleisterbord	1
plastering trowel	1	pleistertroffel	1
six-groove reeder	1	sesgroefstryker	1
skirting trowel	1	vloerlystroffel	1

(h) Plumber:**(h) Loodgieter:**

<i>Description</i>	<i>Number</i>	<i>Beskrywing</i>	<i>Getal</i>
toolbox (5-tray)	1	gereedskapkis (5 laaie)	1
padlock, 30 mm	1	hangslot, 30 mm	1
safety hat	1	harde hoed	1
clean overalls	1	skoon oorpak	1
gumboots	1 pr	waterstewels	1 pr
concrete bits (set):		betonbore:	
8 mm	1	8 mm	1
10 mm	1	10 mm	1
12 mm	1	12 mm	1
14 mm	1	14 mm	1
16 mm	1	16 mm	1
tinman's shears	1	bliksker	1
stillson wrench, 450 mm	1	bobbejaansleutel, 450 mm	1
ball-pane hammer, 680 g	1	bolpenhamer, 680 g	1
wrecking bar, 450 mm	1	breekyster, 450 mm	1
bending machine	1	buigmasjien	1
wire brush	1	draadborsel	1
wire pliers	1	draadtang	1
hand drill	1	handboor	1
wood chisel, 25 mm	1	houtbeitel, 25 mm	1
sleeving tools:		hulsruimers:	
15 mm	1	15 mm	1
22 mm	1	22 mm	1
28 mm	1	28 mm	1
wood bits (set):		houtbore (stel):	
8 mm	1	8 mm	1
10 mm	1	10 mm	1

<i>Description</i>	<i>Number</i>	<i>Beskrywing</i>	<i>Getal</i>
12 mm	1	12 mm	1
14 mm	1	14 mm	1
16 mm	1	16 mm	1
19 mm	1	19 mm	1
ripsaw	1	kloofsaag	1
pincers	1	knyptang	1
combination pliers, 250 mm	1	kombinasietang, 250 mm	1
combination square	1	kombinasiewinkelhaak	1
continental hammer, 500 g	1	kontinentale hamer, 500 g	1
block brush	1	koorborsel	1
cold chisels:		koubeitels:	
13 mm	1	13 mm	1
25 mm	1	25 mm	1
measuring tapes:		maatbande:	
5 m	1	5 m	1
30 m	1	30 m	1
guaging trowel	1	maattoffel	1
multi-grip, 300 mm	1	meerdouelge tang, 300 mm	1
brick trowel	1	messeltoffel	1
club hammer, 2 kg	1	mokerhamer, 2 kg	1
moment tube cutter	1	momentpypsnier	1
nylon line, 30 m	2	nylonlyn, 30 m	2
pencil (hard)	2	potlood (hard)	2
pipe level, 20 m	1	pypwaterpas, 20 m	1
rasp, 250 mm	1	rasper, 250 mm	1
centre punch	1	senterpons	1
vice grip, 250 mm	1	skroeftang, 250 mm	1
screwdrivers (set):		skroewedraaiers (stel):	
large with flat point	1	groot met plat punt	1
medium with flat point	1	medium met plat punt	1
small with flat point	1	klein met plat punt	1
small with star point	1	klein met sterpunt	1
chalk line	1	slaglyn	1
chalk refill, 30 g	1	slaglynkryt, 30 g	1
keyhole saw	1	sleutelgatsaag	1
soldering iron	1	soldeerbout	1
sponge, 100 x 100 x 75 mm	1	spons, 100 x 100 x 75 mm	1
steel drills:		staalbore:	
3 mm	1	3 mm	1
4 mm	1	4 mm	1
6 mm	1	6 mm	1
8 mm	1	8 mm	1
12 mm	1	12 mm	1
15 mm	1	15 mm	1
steel squares:		staalwinkelhake:	
150 x 100 mm	1	150 x 100 mm	1
600 x 450 mm	1	600 x 450 mm	1
brick bolster	1	steenbeitel	1
plunger	1	suier	1
carpet knife	1	tapytnes	1
carpet knife blades	3	tapytneslemme	3
torpedo level, 225 mm	1	torpedowaterpas, 225 mm	1
dividing compasses, 250 mm	1	verdeelpasser, 250 mm	1
adjustable basin wrench	1	verstelbare wasbaksleutel	1
shifting spanners:		verstelsleutels:	
200 mm	1	200 mm	1
400 mm	1	400 mm	1
files (set):		vyle (stel van 4):	
large triangle	1	groot driehoek	1
large round	1	groot rond	1
small triangle	1	klein driehoek	1
small round	1	klein rond	1
spirit level, ± 600 mm	1	waterpas, ± 600 mm	1
waterpump pliers	1	waterpomptang	1
hack-saw	1	ystersaag	1
hack-saw blades:		ystersaaglemme:	
fine	2	fyn	2
medium	2	medium	2

(i) Floor- and carpet layers:

Description	Number
claw-hammer	1
measuring tape, 20 m	1
plastering trowel	1
pencil (hard)	2
rubber hammer	1
sheep shears	1
screwdrivers:	
medium with flat point	1
medium with star point	1
scraper, 70 mm	1
steel square 600 x 450 mm	1
stanley carpet knife	2
brick bolster	1
vinyl-strip hand roller	1
chalk line	1
floor-tiling trowel	1
hacksaw	1

(5) Every employee for whom wages are prescribed in clause 17 (1) (d), (e), (f), (g), (h), (i), (j), (k), (l), (n) (2), (3), (4) and (o) shall be required to provide his own toolbox, which is capable of being properly and 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 toolboxes, whenever such tools are not in use.

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

(7) Employers shall provide in good order and condition in case of all employees engaged in artisan's work, all tools not included in the prescribed tool lists and as amended from time to time.

21. SANITARY ACCOMMODATION AND INCLEMENT WEATHER SHELTER

(1) An employer shall provide proper and adequate sanitary accommodation as well as shelter and change rooms on each job.

(2) The sanitary accommodation, shelter and change rooms shall at all times be maintained in a clean, hygienic and proper condition.

(3) The sanitary accommodation, shelter and change rooms shall in all instances conform to the legislation of the local authority in whose area the job is situated.

22. TRADE UNION OFFICIALS AND SHOP AND JOB STEWARDS

(1) Members of the trade union on each job where 20 or more employees for whom wages are prescribed in clause 17 (1) are employed, shall be permitted to appoint shop or job stewards for such job, and facilities shall be given to organisers of the trade union to have access to such shop and job stewards, subject to the consent of the employer or his duly authorised representative, which consent shall not unreasonably be withheld.

(2) Officials of the trade union shall in the ordinary course of their duties have access to building sites and workshops during working hours and, after having introduced themselves to the employer or his duly authorised representative, they may have discussions with the employees individually, but for not longer than five minutes per individual and provided that the continued performance of work on the building sites and in the workshops is not totally disrupted.

(i) Vloer- en matlêers:

Beskrywing	Getal
klouhamer	1
maatband, 20 m	1
plaistertroffel	1
potlood (hard)	2
rubberhamer	1
skaapskêr	1
skroewedraaiers:	
medium met platpunt	1
medium met sterpunt	1
skraper, 70 mm	1
staalwinkelhaak 600 x 450 mm	1
stanley-tapytmes	2
steenbeitel	1
strookvinielhandroller	1
slaglyn	1
vloerteëltroffel	1
ystersaag	1

(5) Van alle werknemers vir wie lone in klousule 17 (1) (d), (e), (f), (g), (h), (i), (j), (k), (l), (n) (2), (3), (4) en (o) voorgeskryf word, word vereis om hul eie gereedskapkiste te verskaf wat behoorlik en stewig toegesluit kan word en waarin hulle al hul gereedskap moet bêre wanneer sodanige gereedskap nie gebruik word nie, behalwe gereedskap wat vanweë hul lengte, fatsoen of grootte normalerwys nie in sodanige gereedskapkiste gebêre word nie.

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

(7) Werkgewers moet alle gereedskap wat nie in die voorgeskrewe gereedskaplyste, soos van tyd tot tyd gewysig, ingesluit is nie, in goeie orde en in 'n goeie toestand verskaf ten opsigte van alle werknemers wat ambagsmanwerk verrig.

21. SANITÊRE GERIEWE EN SKUILING TEEN GURE WEER

(1) 'n Werkgewer moet behoorlike en toereikende sanitêre geriewe asook 'n skuiling en kleedkamers op elke werkplek verskaf.

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

(3) Die sanitêre geriewe, skuiling en kleedkamers moet in alle gevalle voldoen aan die wetgewing van die plaaslike owerheid in wie se gebied die werkplek geleë is.

22. VAKVERENIGINGBEAMPTES EN VAKVERENIGING-OPSIENERS IN WERKWINKELS EN OP WERKPLEKKE

(1) Lede van die vakvereniging op elke werkplek waar daar 20 of meer werknemers in diens is vir wie lone in klousule 17 (1) voorgeskryf word, moet toegelaat word om vir sodanige werkplek vakverenigingopsieners aan te stel, en daar moet aan die organiseerders van die vakvereniging fasiliteite verleen word om toegang te hê tot sodanige vakverenigingopsieners, 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 die vakvereniging moet by die gewone uitvoering van hul pligte gedurende werkure toegang hê tot bouterreine en werkwinkels, en nadat hulle hulself aan die werkgever of sy behoorlik gemagtigde verteenwoordiger bekend gestel het, mag hulle met individuele werknemers gesprek voer, maar vir hoogstens vyf minute per individu en op voorwaarde dat die volgehoute werkverrigting op die bouterreine en in werkwinkels nie totaal onderbreek word nie.

(3) For the purposes of this clause, the term "trade union" shall mean the trade union which is a party to the Building Industrial Council, North and West Boland.

23. TRADE UNION REPRESENTATIVES ON THE COUNCIL

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

24. HOLIDAY FUND AND LEAVE PAY AND STABILISATION FUND

(1) *Holiday Fund:* In addition to any other remuneration payable in terms of this Agreement, an employer shall pay to each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder, which shall cover payment in respect of the annual leave period mentioned in clause 16 (1) (a):

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking "vakvereniging" die vakvereniging wat 'n party is by die Bounywerheidsraad, Noord- en Wes-Boland.

23. VAKVERENIGINGVERTEENWOORDIGERS IN DIE RAAD

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

24. VAKANSIEFONDS EN VERLOF BETALING EN STABILISASIEFONDS

(1) *Vakansiefonds:* Benewens enige ander besoldiging wat ingevolge hierdie Ooreenkoms betaalbaar is, moet 'n werkgever aan elke lid van ondergenoemde klasse werknemers, ten opsigte van elke uur deur sodanige werknemer gewerk, die toelae hieronder gespesifiseer, betaal, wat voorsiening moet maak vir betaling ten opsigte van die jaarlikse verloftydperk in klousule 16 (1) (a) bedoel:

Category of employee	As from 1 November 1994		
	Area 'A'	Area 'B'	Area 'C'
	c Per hour	c Per hour	c Per hour
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (a).....	17	17	13
(ii) clause 17 (1) (b) and (m) (1).....	22	22	16
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o).....	25	25	18
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	28	28	20
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	31	31	23
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	35	35	26
(vii) clause 17 (1) (g).....	39	39	29
(viii) clause 17 (1) (h).....	44	44	32
(ix) clause 17 (1) (i).....	50	—	32
(x) clause 17 (1) (j).....	50	50	36
(xi) clause 17 (1) (k).....	52	—	36
(xii) clause 17 (1) (l).....	55	55	41

Werknemerskategorie	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (a).....	17	17	13
(ii) klousule 17 (1) (b) en (m) (1).....	22	22	16
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o).....	25	25	18
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	28	28	20
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	31	31	23
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	35	35	26
(vii) klousule 17 (1) (g).....	39	39	29
(viii) klousule 17 (1) (h).....	44	44	32
(ix) klousule 17 (1) (i).....	50	—	32
(x) klousule 17 (1) (j).....	50	50	36
(xi) klousule 17 (1) (k).....	52	—	36
(xii) klousule 17 (1) (l).....	55	55	41

(2) (a) The allowances referred to in subclause (1), shall only be paid where such employee has worked for 27 hours or more in any week for the same employer, and shall be payable for not more than 42 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(b) The allowances referred to in subclause (1) shall not be payable where such employee has worked for less than 27 hours in any week for the same employer.

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

(2) (a) Die toelae in subklousule (1) bedoel, is slegs betaalbaar indien 'n werknemer 27 uur of langer in enige week vir dieselfde werkgever gewerk het, en is vir hoogstens 42 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone of oortydariëwe gewerk is.

(b) Indien 'n werknemer minder as 27 uur in enige week vir dieselfde werkgever gewerk het, is die toelae in subklousule (1) bedoel, nie betaalbaar nie."

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

Category of employee	As from 1 November 1994		
	Area 'A'	Area 'B'	Area 'C'
	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (a).....	7,14	7,14	5,46
(ii) clause 17 (1) (b) and (m) (1).....	9,24	9,24	6,72
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o).....	10,50	10,50	7,56
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	11,76	11,76	8,40
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	13,02	13,02	9,66
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	14,70	14,70	10,92
(vii) clause 17 (1) (g).....	16,38	16,38	12,18
(viii) clause 17 (1) (h).....	18,48	18,48	13,44
(ix) clause 17 (1) (i).....	21,00	—	13,44
(x) clause 17 (1) (j).....	21,00	21,00	15,12
(xi) clause 17 (1) (k).....	21,84	—	15,12
(xii) clause 17 (1) (l).....	23,10	23,10	17,22

Werknemerskategorie	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word—			
(i) klousule 17 (1) (a).....	7,14	7,14	5,46
(ii) klousule 17 (1) (b) en (m) (1).....	9,24	9,24	6,72
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o).....	10,50	10,50	7,56
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	11,76	11,76	8,40
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	13,02	13,02	9,66
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	14,70	14,70	10,92
(vii) klousule 17 (1) (g).....	16,38	16,38	12,18
(viii) klousule 17 (1) (h).....	18,48	18,48	13,44
(ix) klousule 17 (1) (i).....	21,00	—	13,44
(x) klousule 17 (1) (j).....	21,00	21,00	15,12
(xi) klousule 17 (1) (k).....	21,84	—	15,12
(xii) klousule 17 (1) (l).....	23,10	23,10	17,22

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

(i) employees for whom wages are prescribed in clause 17 (1) (a), (b), (m) (1): R0,91 per week;

(ii) employees for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m) (2), (3), (4) and (5), (n) (1), (2), (3), (4) and (o): R1,83 per week.

(c) The contributions referred to in paragraphs (a) and (b) shall only be deducted from an employee's wage where such employee has worked for 27 hours or more in any week for the same employer and where an employee has been employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed that week for 27 hours or more.

(4) (a) The contribution referred to in subclause (3) (b) shall be credited to the employee in a fund (hereinafter referred to as the "Stabilisation Fund").

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

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

(b) *Stabilisasiefonds*: Elke werkgever moet op elke betaaldag die bydrae hieronder vermeld, aftrek van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, en sodanige bydrae elke week aan die Raad betaal:

(i) Werknemers vir wie lone voorgeskryf word by klousule 17 (1) (a), (b), (m) (1): R0,91 per week;

(ii) werknemers vir wie lone voorgeskryf word by klousule 17 (1) (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m) (2), (3), (4) en (5), (n) (1), (2), (3), (4) en (o): R1,83 per week.

(c) Die bydraes in paragrawe (a) en (b) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer 27 uur of langer in enige week vir dieselfde werkgever gewerk het, en waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste 27 uur of langer in diens was.

(4) (a) Die werknemer moet met die bydrae bedoel in subklousule (3) (b) gekrediteer word in 'n fonds (hierna die "Stabilisasiefonds" genoem).

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

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

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

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

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

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

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

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

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

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

(10) If an employee should fail or omit to claim the value of the stamps issued to him in terms of subclause (5) within a period of six calendar months from the date of commencement of the holiday period, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period of six calendar months and 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 payments shall be made from the Holiday and Stabilisation Funds in respect of—

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

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

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

(5) 'n Werkgewer moet op elke betaaldag aan elke werknemer van wie se loon 'n bydrae ingevolge subklousule (3) afgetrek is, een seël ter waarde van die aldus afgetrekte bedrag uitreik wat op 'n leesbare wyse deur hom met sy naam en die datum van uitreiking gerojêer 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 goedvinde seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van ander fondse waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

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

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

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

(10) Indien 'n werknemer sou nalaat of versuim om binne 'n tydperk van ses kalendermaande vanaf die datum waarop die vakansietydperk begin, die waarde van die seëls wat ingevolge subklousule (5) aan hom uitgereik is, te eis, verbeur hy die waarde daarvan en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling wat na genoemde tydperk van ses kalendermaande ingedien word, oorweeg, en kan (sonder wetlike aanspreeklikheid) te 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 en die Stabilisasiefonds moet gemaak word nie ten opsigte van—

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

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

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

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

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

In the event, however, of—

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

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

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

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

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

(14) Subject to the provisions of subclause (12) the amount credited to an employee in the Holiday and Stabilisation Funds shall not be transferable and any employee who 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 and Stabilisation Funds of any amount in excess of 49 weekly contributions in respect of any single year ending on the last pay-day in October of that year.

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

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

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

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

Ingeval—

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

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

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

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

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

(14) Behoudens subklousule (12), is die bedrag waarmee 'n werknemer in die Vakansiefonds en die Stabilisasiefonds gekrediteer is, nie oordraagbaar nie, en enige werknemer wat 'n bydraeboek wat deur die Raad uitgereik is en/of seëls uitgereik ingevolge subklousule (5), afstaan, oordrag, 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 as ooreenkomstig hierdie klousule aan 'n werknemer uitgereik word nie, en geen werknemer is geregtig op betaling uit die Vakansiefonds en die Stabilisasiefonds van 'n bedrag wat groter is as 49 weeklikse bydraes ten opsigte van 'n bepaalde jaar wat eindig op die laaste betaaldag in Oktober van daardie jaar nie.

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

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

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

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

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

25. PENSION OR LIKE FUND

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

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

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

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

25. PENSIOEN- OF SOORTGELYKE FONDSE

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

Category of employee	As from 1 November 1994		
	Area 'A'	Area 'B'	Area 'C'
	c Per hour	c Per hour	c Per hour
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (a).....	45	45	28
(ii) clause 17 (1) (b) and (m) (1).....	57	57	36
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o).....	64	64	41
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	72	72	46
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	81	81	51
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	91	91	58
(vii) clause 17 (1) (g).....	102	102	65
(viii) clause 17 (1) (h).....	115	115	74
(ix) clause 17 (1) (i).....	130	—	74
(x) clause 17 (1) (j).....	130	130	83
(xi) clause 17 (1) (k).....	130	—	83
(xii) clause 17 (1) (l).....	144	144	93

Werknemerskategorie	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (a).....	45	45	28
(ii) klousule 17 (1) (b) en (m) (1).....	57	57	36
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o).....	64	64	41
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	72	72	46
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	81	81	51
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	91	91	58
(vii) klousule 17 (1) (g).....	102	102	65
(viii) klousule 17 (1) (h).....	115	115	74
(ix) klousule 17 (1) (i).....	130	—	74
(x) klousule 17 (1) (j).....	130	130	83
(xi) klousule 17 (1) (k).....	130	—	83
(xii) klousule 17 (1) (l).....	144	144	93

(b) The allowances referred to in paragraph (a), shall only be paid where such employee has worked for 27 hours or more in any week for the same employer, and shall be payable for not more than 42 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(c) The allowances referred to in paragraph (a), shall not be payable where such employee has worked for less than 27 hours in any week for the same employer.

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

(b) Die toelaes in paragraaf (a) bedoel, is slegs betaalbaar indien 'n werknemer vir 27 uur of langer in enige week vir dieselfde werkgever gewerk het, en is vir hoogstens 42 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone of oortydтарыewe gewerk was.

(c) Indien 'n werknemer vir minder as 27 uur in enige week vir dieselfde werkgever gewerk het, is die toelaes in paragraaf (a) bedoel, nie betaalbaar nie.

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

Category of employee	As from 1 November 1994		
	Area 'A'	Area 'B'	Area 'C'
	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (a).....	18,90	18,90	11,76
(ii) clause 17 (1) (b) and (m) (1).....	23,94	23,94	15,12
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o).....	26,88	26,88	17,22
(iv) clause 17 (1) (d), (m) (3) and (n) (2).....	30,24	30,24	19,32
(v) clause 17 (1) (e), (m) (4) and (n) (3).....	34,02	34,02	21,42
(vi) clause 17 (1) (f), (m) (5) and (n) (4).....	38,22	38,22	24,36
(vii) clause 17 (1) (g).....	42,84	42,84	27,30
(viii) clause 17 (1) (h).....	48,30	48,30	31,08
(ix) clause 17 (1) (i).....	54,60	—	31,08
(x) clause 17 (1) (j).....	54,60	54,60	34,86
(xi) clause 17 (1) (k).....	54,60	—	34,86
(xii) clause 17 (1) (l).....	60,48	60,48	39,06

Werknemerskategorie	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (a).....	18,90	18,90	11,76
(ii) klousule 17 (1) (b) en (m) (1).....	23,94	23,94	15,12
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o).....	26,88	26,88	17,22
(iv) klousule 17 (1) (d), (m) (3) en (n) (2).....	30,24	30,24	19,32
(v) klousule 17 (1) (e), (m) (4) en (n) (3).....	34,02	34,02	21,42
(vi) klousule 17 (1) (f), (m) (5) en (n) (4).....	38,22	38,22	24,36
(vii) klousule 17 (1) (g).....	42,84	42,84	27,30
(viii) klousule 17 (1) (h).....	48,30	48,30	31,08
(ix) klousule 17 (1) (i).....	54,60	—	31,08
(x) klousule 17 (1) (j).....	54,60	54,60	34,86
(xi) klousule 17 (1) (k).....	54,60	—	34,86
(xii) klousule 17 (1) (l).....	60,48	60,48	39,06

(b) The contribution referred to in paragraph (a) shall only be deducted from an employee's wage where such employee has worked for 27 hours or more in any week for the same employer, and where an employee has been employed by two or more employers during the same week the deduction for that week shall be made by the employer by whom he was first employed for 27 hours or more.

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

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

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

(ii) enter into an agreement or agreements with any insurance company, or to continue an existing agreement or agreements with Fedlife Assurance 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 Labour with whom copies of all alterations or amendments thereto shall also from time to time be lodged.

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

(6) 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) 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.

(8) The council shall cause full and true accounts of the pension or like fund to be kept and shall cause to be prepared an annual account of all revenue and expenditure of the said Fund for the period ending on the last day of February of each year. Every such account shall be certified by the auditor(s) of the Council who shall be a public accountant or

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer 27 uur of langer in enige week vir dieselfde werkgever gewerk het, en wanneer 'n werknemer by twee of meer werkgevers gedurende dieselfde week in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste gedurende daardie week 27 uur of langer in diens was.

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

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

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

(ii) met enige assuransiemaatskappy 'n ooreenkoms of ooreenkomste aan te gaan vir die instelling van 'n bevredigende pensioen- of soortgelyke fonds of fondse of om met Fedlife Assurance Limited 'n bestaande ooreenkoms of ooreenkomste vir die doel voort te sit.

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

(4) 'n Werkgever moet op elke betaaldag aan elke werknemer van wie se loon 'n bydrae ingevolge subklousule (2) afgetrek is, een seël ter waarde van die aldus afgetrekte bedrag uitreik, en die seël moet op leesbare wyse deur die werkgever met sy naam en 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 geplaak word wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

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

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

(6) Die werkgever moet die seëls wat in subklousule (4) bedoel word, van die Raad aankoop en te alle tye 'n toereikende reserwevoorraad daarvan hê: Met dien verstande dat 'n werknemer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry. Daar moet binne ses kalendermaande na verstryking van die jaar waarin genoemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.

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

(8) Die Raad moet op 'n volledige en juiste wyse laat boekhou van die pensioen- of soortgelyke fonds en moet 'n jaarrekening van alle inkomste en uitgawes van genoemde fonds vir die tydperk wat eindig op die laaste dag van Februarie elke jaar laat opstel. Al sodanige rekeninge moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester of openbare rekenmeesters moet

public accountants and shall be countersigned by the Chairman of the Council, and shall, within six months after the close of the period covered by it, be transmitted to the Director-General of Labour with any report made thereon by the said auditor(s). A copy of the annual accounts shall be available for inspection by members of the said fund.

(9) 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 Industrial Registrar may appoint a trustee or trustees to perform the functions of the Council in respect of this clause and the trustee(s) so appointed shall have all the powers vested in the Council for the purposes of this clause.

26. SICK BENEFIT DEDUCTION

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

Employees for whom wages are prescribed in clause 17 (1) (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m) (2) (3) (4) (5), (n) (1) (2) (3) (4) and (o): R1,60 per week.

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

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

(4) (a) No payment or deduction in terms of subclause (1) shall be made by an employer in respect of an employee who has worked less than 27 hours in a week for him.

(b) Where an employee has been employed by two or more employers in any one week, the deduction and contribution for that week shall be made by the employer by whom such employee was first employed during that week for 27 hours or more.

(5) 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.

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

(7) 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.

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

wees, en moet deur die Voorsitter van die Raad mede-onderteken word, en sodanige rekenings moet binne ses maande na die sluiting van die tydperk waarop dit betrekking het, aan die Direkteur-generaal van Arbeid deurgestuurd word tesame met 'n verslag wat genoemde ouditeur/ouditeurs daaroor uitgebring het. 'n Kopie van die jaarrekening moet beskikbaar wees ter insae deur lede van genoemde fonds.

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

26. AFTREKKING VIR SIEKTEBYSTAND

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

Werknemers vir wie lone voorgeskryf word in klousule 17 (1) (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m) (2) (3) (4) (5), (n) (1) (2) (3) (4) en (o): R1,60 per week.

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

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

(4) (a) 'n werkgewer moet geen bydrae of aftrekking ingevolge subklousule (1) maak nie ten opsigte van 'n werkgewer wat minder as 27 uur in 'n week vir hom gewerk het nie.

(b) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgewers in diens was, moet die aftrekking en bydrae vir daardie week gedoen word deur die werkgewer by wie dié werknemer die eerste gedurende daardie week 27 uur of langer gewerk het.

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

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

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

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

(9) 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.

27. TRADE UNION SUBSCRIPTIONS

(1) (a) Every employer shall, in respect of every employee in his employ who is a member of the trade union which is a party to the Agreement, deduct from the wages of each such employee for trade union subscription payable the following amount:

Category of employee	As from 1 November 1994		
	Area 'A'	Area 'B'	Area 'C'
	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (a), (b), (m) (1)	1,42	1,42	1,42
(ii) clause 17 (1) (c), (d), (e), (f), (m) (2) (3) (4) (5) and (n) (1) (2) (3) (4) and (o)	2,05	2,05	2,05
(iii) clause 17 (1) (g), (h), (i), (j), (k) and (l)	2,81	2,81	2,81

Werknemerskategorie	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word by—			
(i) klousule 17 (1) (a), (b), (m) (1)	1,42	1,42	1,42
(ii) klousule 17 (1) (c), (d), (e), (f), (m) (2) (3) (4) (5) en (n) (1) (2) (3) (4) en (o)	2,05	2,05	2,05
(iii) klousule 17 (1) (g), (h), (i), (j), (k) en (l)	2,81	2,81	2,81

(b) No payment or deduction in terms of this subclause shall however be made by an employer in respect of an employee who has worked less than 27 hours in a week for him.

(c) Where an employee has been employed by two or more employers in any one week, the deduction and contribution for that week shall be made by the employer by whom such employee was first employed during that week for 27 hours or more.

(2) The employer shall in respect of the amount deducted by him in terms of subclause (1) issue on each pay-day to each of the employees concerned one stamp for the amount so deducted which stamp shall be legibly cancelled by him with his name and the date of issue.

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

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

27. LEDEGELD VIR VAKVERENIGINGS

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

(b) 'n Werkgewer moet egter geen bydrae of aftrekking ingevolge hierdie subklousule maak nie ten opsigte van 'n werknemer wat minder as 27 uur in 'n week vir hom gewerk het nie.

(c) Waar 'n werknemer in 'n bepaalde week by twee of meer werkgewers in diens was, moet die aftrekking en bydrae vir daardie week gedoen word deur die werkgewer by wie dié werknemer die eerste gedurende daardie week 27 uur of langer 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 vir die bedrag aldus afgetrek, uitreik wat hy op 'n leesbare wyse met sy naam en die datum van uitreiking moet roeier.

(3) Die werkgewer moet die seëls wat in subklousule (2) bedoel word, van die Raad aankoop en moet 'n toereikende voorraad daarvan te alle tye in stand hou: Met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry.

(4) Die seëls wat ingevolge subklousule (2) aan elke werknemer uitgereik word, moet deur sodanige werknemer in 'n bydraeboek geplak word wat deur die werknemer bewaar moet word.

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

(6) The Council shall each month pay over to the trade union all moneys collected in respect of stamps purchased by employers in terms of subclause (3), less a collection fee of 2½ per cent on gross stamp sales, which amount shall accrue to the general funds of the Council: Provided that any refunds made to employers in respect of the value of any unused stamps shall be deducted from such payments made to the trade union.

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

28. SICK PAY FUND FOR THE BUILDING INDUSTRY

(1) The Sick Pay Fund for the Building Industry (hereinafter referred to as the "Fund") established under Government Notice R. 2383 of 2 November 1984 is hereby continued.

(2) *Allowances:* (a) In addition to any other remuneration payable in terms of the Agreement, an employer shall pay each member of the undermentioned classes of employees, in respect of every hour worked by such employee, the allowance specified hereunder, which amount shall cover payment of the employee's contribution to the Fund:

(6) Die Raad moet alle geld invorder ten opsigte van seëls wat werkgewers ingevolge subklousule (3) aangekoop het, elke maand aan die vakverenigings betaal na aftrekking van invorderingskoste van 2½ persent op die bruto verkope van seëls, en hierdie bedrag val aan, die algemene fondse van die Raad toe: Met dien verstande dat alle terugbetalings aan werkgewers ten opsigte van die waarde van ongebruikte seëls afgetrek moet word van die bedrae wat aldus aan die vakverenigings betaal word.

(7) Onmiddellik na die eerste betaaldag in November van elke jaar moet die betrokke werknemers aan die Raad hul bydraeboeke met seëls indien en die Raad moet in elke geval aan die betrokke werknemer 'n kwitansie wat geteken is gee as erkenning.

28. SIEKEFONDS VIR DIE BOUNYWERHEID

(1) Die Siekefonds vir die Bounywerheid (hierna die "Fonds" genoem) ingestel by Goewermentskennisgewing R. 2383 van 2 November 1984, word hierby voortgesit.

(2) *Toelaes:* (a) Benewens ander besoldiging wat ingevolge die Ooreenkoms betaalbaar is, moet 'n werkgewer elke lid van ondergenoemde klasse werknemers vir elke uur deur sodanige werknemer gewerk, die toelae betaal wat hieronder bepaal word en dié bedrag moet die betaling van dié werknemer se bydrae tot die Fonds dek:

Category of employee	As from 1 November 1994		
	Area 'A'	Area 'B'	Area 'C'
	c Per hour	c Per hour	c Per hour
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (a).....	04	04	03
(ii) clause 17 (1) (b) and (m) (1)	05	05	03
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	06	06	04
(iv) clause 17 (1) (d), (m) (3) and (n) (2)	06	06	05
(v) clause 17 (1) (e), (m) (4) and (n) (3)	07	07	05
(vi) clause 17 (1) (f), (m) (5) and (n) (4)	08	08	06
(vii) clause 17 (1) (g).....	09	09	07
(viii) clause 17 (1) (h).....	10	10	07
(ix) clause 17 (1) (i).....	12	—	07
(x) clause 17 (1) (j).....	12	12	08
(xi) clause 17 (1) (k).....	12	—	08
(xii) clause 17 (1) (l).....	13	13	10

Werknemerskategorie	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
	c Per uur	c Per uur	c Per uur
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (a).....	04	04	03
(ii) klousule 17 (1) (b) en (m) (1).....	05	05	03
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	06	06	04
(iv) klousule 17 (1) (d), (m) (3) en (n) (2)	06	06	05
(v) klousule 17 (1) (e), (m) (4) en (n) (3)	07	07	05
(vi) klousule 17 (1) (f), (m) (5) en (n) (4)	08	08	06
(vii) klousule 17 (1) (g).....	09	09	07
(viii) klousule 17 (1) (h).....	10	10	07
(ix) klousule 17 (1) (i).....	12	—	07
(x) klousule 17 (1) (j).....	12	12	08
(xi) klousule 17 (1) (k).....	12	—	08
(xii) klousule 17 (1) (l).....	13	13	10

(b) The allowances referred to in paragraph (a), shall only be paid where such employee has worked for 27 hours or more in any week for the same employer, and shall be payable for not more than 42 hours in any week, irrespective of whether such time was worked at ordinary or overtime rates.

(c) The allowances referred to in paragraph (a), shall not be payable where such employee has worked for less than 27 hours in any week for the same employer.

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

(b) Die toelaes in paragraaf (a) bedoel, is slegs betaalbaar indien 'n werknemer vir 27 uur of langer in enige week vir dieselfde werkgever gewerk het, en is vir hoogstens 42 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone tyd of oortydariewe gewerk was.

(c) Indien 'n werknemer vir minder as 27 uur in enige week vir dieselfde werkgever gewerk het, is die toelaes in paragraaf (a) bedoel, nie betaalbaar nie."

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

Category of employee	As from 1 November 1994		
	Area 'A'	Area 'B'	Area 'C'
	R Per week	R Per week	R Per week
Employees for whom wages are prescribed in—			
(i) clause 17 (1) (a).....	1,68	1,68	1,26
(ii) clause 17 (1) (b) and (m) (1)	2,10	2,10	1,26
(iii) clause 17 (1) (c), (m) (2), (n) (1) and (o)	2,52	2,52	1,68
(iv) clause 17 (1) (d), (m) (3) and (n) (2)	2,52	2,52	2,10
(v) clause 17 (1) (e), (m) (4) and (n) (3)	2,94	2,94	2,10
(vi) clause 17 (1) (f), (m) (5) and (n) (4)	3,36	3,36	2,52
(vii) clause 17 (1) (g).....	3,78	3,78	2,94
(viii) clause 17 (1) (h).....	4,20	4,20	2,94
(ix) clause 17 (1) (i).....	5,04	—	2,94
(x) clause 17 (1) (j).....	5,04	5,04	3,36
(xi) clause 17 (1) (k).....	5,04	—	3,36
(xii) clause 17 (1) (l).....	5,46	5,46	4,20

Werknemerskategorie	Vanaf 1 November 1994		
	Gebied 'A'	Gebied 'B'	Gebied 'C'
	R Per week	R Per week	R Per week
Werknemers vir wie lone voorgeskryf word in—			
(i) klousule 17 (1) (a).....	1,68	1,68	1,26
(ii) klousule 17 (1) (b) en (m) (1).....	2,10	2,10	1,26
(iii) klousule 17 (1) (c), (m) (2), (n) (1) en (o)	2,52	2,52	1,68
(iv) klousule 17 (1) (d), (m) (3) en (n) (2)	2,52	2,52	2,10
(v) klousule 17 (1) (e), (m) (4) en (n) (3)	2,94	2,94	2,10
(vi) klousule 17 (1) (f), (m) (5) en (n) (4)	3,36	3,36	2,52
(vii) klousule 17 (1) (g).....	3,78	3,78	2,94
(viii) klousule 17 (1) (h).....	4,20	4,20	2,94
(ix) klousule 17 (1) (i).....	5,04	—	2,94
(x) klousule 17 (1) (j).....	5,04	5,04	3,36
(xi) klousule 17 (1) (k).....	5,04	—	3,36
(xii) klousule 17 (1) (l).....	5,46	5,46	4,20

(b) The contribution referred to in paragraph (a) shall only be deducted from an employee's wage where such employee has worked for 27 hours or more in any week for the same employer and where an employee has been employed by two or more employers during the same week the deduction for that week shall be made by the employer by whom he was first employed for 27 hours or more.

(4) (a) An employer shall in respect of the contributions made in terms of subclauses (2) and (3) issue on every pay-day to each such employee one stamp to the value of the amount so contributed, which stamp shall be legible cancelled by the employer with his name and date of issue.

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer 27 uur of langer in enige week vir dieselfde werkgever gewerk het, en wanneer 'n werknemer by twee of meer werkgevers gedurende dieselfde week in diens was, moet die aftrekking vir daardie week gedoen word deur die werkgever by wie hy die eerste gedurende daardie week 27 uur of langer in diens was.

(4) (a) 'n Werkgever moet op elke betaaldag aan elke werknemer ten opsigte van wie 'n bydrae ingevolge subklousules (2) en (3) gemaak is 'n seël ter waarde van die bydrae uitreik wat hy op leesbare wyse met sy naam en datum van uitreiking moet rojeer.

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

(ii) 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.

(iii) 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.

(c) The stamps referred to in paragraph (a) 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.

(5) *Objects of the fund:* The objects of the Funds 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.

(6) *Sick benefits:* (a) A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick benefits in accordance with the following provisions:

(i) In a cycle of one year, commencing on 1 January every year, the following benefits shall be payable:

10 days at 75 per cent,

12 days at 50 per cent,

108 days at 33 per cent,

of the minimum basic wage prescribed.

(ii) Benefits shall be paid in respect of normal working days and in respect of the public holidays referred to in clause 16 (1) (b) of this Agreement, should the referred public holiday fall on a normal working day.

(iii) Notwithstanding the provisions of subparagraphs (i) and (ii), a member shall be entitled to benefits from the Fund only when he has been certified by a medical practitioner, unable to work owing to sickness or accident.

(b) An employee who is eligible for the benefits in paragraph (a) shall be entitled to receive from the Fund a stamp as prescribed in the Agreement for his category, for every period of five consecutive days which he is unable to work on account of sickness or injury. No stamp shall be issued in respect of the period of the official annual building recess.

(c) Sick benefits in terms of this clause shall only be paid in respect of normal working days, but not during the annual holiday period prescribed in terms of this Agreement.

(d) Notwithstanding the provisions of paragraphs (a), (b) and (c), employees shall not be entitled to benefits—

(i) until 26 consecutive weeks' contributions have been made to the Fund: Provided that contributions interrupted by a period of unemployment or change of employer within the Industry shall, in this instance, count

(b) (i) Die seëls wat ooreenkomstig paragraaf (a) aan elke werknemer uitgereik word, 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.

(ii) 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.

(iii) Die Raad kan na goeëdunke 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.

(c) Die werkgever moet die seëls wat in paragraaf (a) bedoel word, van die Raad aankoop en te alle tye 'n toereikende reservevoorraad daarvan hê: Met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van ongebruikte seëls van die Raad kan verkry. Daar moet binne ses maande na verstryking van die jaar waarin gendemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(5) *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.

(6) *Siektebystand:* (a) 'n Lid wat weens siekte of 'n ongeluk nie sy werk kan verrig nie is op siektebystand geregtig ooreenkomstig die volgende bepalings:

(i) In 'n siklus van een jaar, wat op 1 Januarie elke jaar 'n aanvang neem is die volgende bystand betaalbaar:

10 dae teen 75 persent,

12 dae teen 50 persent,

108 dae teen 33 persent,

van die minimum basiese voorgeskrewe loon.

(ii) Bystand moet betaal word ten opsigte van gewone werkdae en ten opsigte van die openbare vakansiedae in klousule 16 (1) (b) van hierdie Ooreenkoms bedoel, indien bedoelde openbare vakansiedag op 'n gewone werkdag val.

(iii) Ondanks subparagraphe (i) en (ii) is 'n lid geregtig op bystand uit die fonds slegs wanneer 'n geneesheer gesertifiseer het dat hy weens siekte of 'n ongeluk nie kan werk nie.

(b) 'n Werknemer wat in aanmerking kom vir die bystand in paragraaf (a), is daarop geregtig om van die fonds 'n seël te ontvang soos in die Ooreenkoms vir sy kategorie voorgeskryf, vir elke tydperk van vyf agtereenvolgende dae waar hy as gevolg van siekte of besering nie kan werk nie. Geen seël word ten opsigte van die tydperk van die amptelike jaarlikse boureses uitgereik nie.

(c) Siektebystand ingevolge hierdie klousule voorgeskryf, moet slegs betaal word ten opsigte van gewone werkdae, maar nie gedurende die amptelike jaarlike boureses in hierdie Ooreenkoms voorgeskryf nie.

(d) Ondanks paragrafe (a), (b) en (c), is werknemers nie op bystand geregtig nie—

(i) voordat hulle 26 agtereenvolgende weke tot die Fonds bygedra het: Met dien verstande dat bydraes wat onderbreek word deur 'n tydperk van werkloosheid of 'n wisseling van werkgever binne die Nywerheid in hierdie

as consecutive contributions. No benefit shall be payable in respect of continuous periods of absence exceeding 26 weeks until such time as the employee shall have completed a further 26 weeks of employment;

(ii) when, after having qualified for benefits in terms of subparagraph (i) the employee has failed to contribute to the Fund for a period of 13 consecutive weeks;

(iii) when the employee leaves the Industry.

(e) Employees referred to in paragraph (d) (ii) shall again be entitled to benefits from the Fund after having contributed to the Fund for—

(i) a number of weeks equal to the number of weeks during which no contributions were made;

(ii) 26 weeks,

whichever is the lesser.

(f) Employees who have left the Industry shall again be eligible for benefits after having made 26 consecutive contributions to the Fund, as prescribed in paragraph (d) (i).

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

(h) 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 the 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;

(viii) if he engages in hunting, mountaineering, racing on wheels, professional sport or motor-cycling, other than motor-cycling to and from the employee's normal work;

(ix) if a member fails to submit his application on the Fund's official form, with a medical practitioner's and/or dentist's certificate, which shall clearly state the period for which such employee was sick or incapacitated, to the Secretary of the Council: Provided that, in the case of serious sickness or injury, the medical practitioner's and/or dentist's certificate shall be deemed sufficient notification.

(i) No payments shall be made under this clause if the applicant fails to supply the Council with any relevant information which the Council may require.

geval as aaneenlopende bydraes moet tel. Geen bystand is betaalbaar ten opsigte van aaneenlopende tydperke van afwesigheid van langer as 26 weke nie, tensy die werknemer 'n verdere 26 weke diens voltooi het;

(ii) indien die werknemer nadat hy ingevolge subparagraaf (i) vir bystand gekwalifiseer het, versuim het om vir 'n tydperk van 13 agtereenvolgende weke tot die Fonds by te dra;

(iii) indien die werknemer die Nywerheid verlaat.

(e) Werknemers in paragraaf (d) (ii) bedoel, kom weer vir bystand in aanmerking nadat hulle—

(i) vir 'n getal weke gelykstaande met die getal weke waartydens hulle geen bydraes tot die Fonds gemaak het nie, tot die Fonds bygedra het; of

(ii) 26 weke tot die Fonds bygedra het,

naamlik die kortste tydperk.

(f) Werknemers wat die Nywerheid verlaat het, kom weer in aanmerking vir bystand nadat hulle 26 agtereenvolgende weke tot die Fonds bygedra het, soos in paragraaf (d) (i) voorgeskryf.

(g) 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 van die Raad bepaal nie langer op siektebesoldiging geregtig nie en hy moet deur die Sekretaris skriftelik van dié datum in kennis gestel word.

(h) 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 'n militêre of geïsurpeerde mag toegedien is, of daar 'n oorlogsverklaring was of nie, of as gevolg van oproer of burgerlike onluste, of as hy in 'n geveg betrokke was;

(vii) weens swangerskap of bevalling;

(viii) as hy deelneem aan jag, bergklim, wedrenne op wiele, professionele sport of motorfietsry, uitgesonderd die gebruik van 'n motorfiets na en van 'n werknemer se gewone werk;

(ix) as 'n lid versuim om sy aansoek op die Fonds se amptelike vorm aan die Sekretaris van die Fonds voor te lê tesame met 'n sertifikaat van 'n mediese praktisyn en/of tandarts wat duidelik die tydperk moet vermeld waartydens sodanige lid siek was of ongeskik vir werk: Met dien verstande dat in die geval van ernstige siekte of besering die sertifikaat van 'n mediese praktisyn en/of tandarts as voldoende kennisgewing beskou moet word.

(i) 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.

(j) If at any time the amount to the credit of the Fund drops below R60 000 payment shall cease and shall not be resumed until the amount to the credit of the Fund exceeds R120 000.

(k) 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.

(l) Benefits awarded or granted in terms of this clause shall be conditional upon the member advising the Fund forthwith of any changes in the circumstances detailed in the original application form in order to ensure that the amount of the 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.

(7) *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 Labour.

(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.

(f) The money 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 Industrial 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 has signing powers on the banking accounts of the Council.

(8) *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 31 May in each year present a statement showing—

(i) all moneys received in terms of the provisions of this clause;

(j) Indien die bedrag in die Fonds se krediet te eniger tyd tot onder R60 000 daal, moet uitbetaling gestaak word en nie hervat word voordat die bedrag in die Fonds se krediet meer as R120 000 is nie.

(k) Die bystand wat ingevolge hierdie klousule aan werknemers toegestaan word, moet berus op die inligting wat deur die aansoeker verskaf word. Die aansoeker moet aanspreeklik gehou word vir die volle bedrag van die bystand wat as gevolg van 'n valse inligting uitbetaal is, en die Fonds is daarop geregtig om alle bedrae wat aldus uitbetaal is, te verhaal.

(l) Bystand wat ingevolge hierdie klousule toegeken of toegestaan word, geskied op voorwaarde dat die lid die fonds onverwyld in kennis stel van alle veranderings in die omstandighede wat in die oorspronklike aansoek uiteengesit is ten einde te verseker dat die bedrag van die bystand behoorlik hersien of betyds ingetrek kan word, na gelang van die geval. Die Fonds moet gemagtig word om bystand te verhaal wat onbewus van veranderinge in die aansoeker se geldelike omstandighede of werkvermoë uitbetaal is.

(7) *Administrasie van die Fonds:* (a) Die Fonds word deur die Raad geadminestreer.

(b) (i) Die Fonds moet geadminestreer word ooreenkomstig die reëls wat vir die 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 Arbeid 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, beampptes en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste deur hulle aangegaan by of in verband met die *bona fide*-uitvoering van hul pligte.

(e) Al die geld wat aan die Fonds toeval, moet binne drie dae ná ontvangs daarvan op rekening van die Fonds in 'n bank inbetaal word.

(f) Die geld van die Fonds moet aangewend word vir die uitbetaling van bystand soos in hierdie klousule en die reëls voorgeskryf en vir die betaling van alle uitgawes wat in verband met die administrasie van die Fonds aangegaan word.

(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 Nywerheidsregistrator 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 Fondse moet per tjek geskied en onderteken word deur die 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.

(8) *Ouditering van die Fonds:* (a) Die Raad moet 'n openbare rekenmeester of openbare rekenmeesters aanstel wat die Fonds se rekening minstens een maal per jaar ouditeer en voor of op 31 Mei van elke jaar 'n staat moet voorlê wat die volgende toon:

(i) Al die geld wat ooreenkomstig hierdie klousule ontvang is;

(ii) expenditure incurred under all headings during the 12 months ended on the last day of February 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 Labour within three months of the close of the period covered by such statement and balance sheet.

(9) *Administration by trustees:* (a) In the event of the expiry of this Agreement of effluxion of time or cessation for any other cause, 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.

(b) In the event of the dissolution of the Council or in the event of its ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding the Industrial 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 trustee so appointed shall have the powers vested in the Council for the purposes of this clause. Unless within 12 months of its expiration the Agreement is declared effective for a further period or a new Agreement is published providing for the continuation or transfer of the Fund, the Fund shall be liquidated and any unexpended amount disposed of in accordance with paragraph (a).

(10) *Liquidation:* 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:

(a) Two thirds of such funds shall be distributed as follows:

(i) 80 per cent shall be paid to the employers' organisation which was a party to the Council Agreement at the coming into operation of the Fund, and which is also a party to the Council at its dissolution;

(ii) 20 per cent shall be paid to the employers' organisation which joined the Council after the coming into operation of the Fund, and which is also a party to the Council at its dissolution: Provided that if there is no such employers' organisation/s at the time of dissolution, this portion of the funds shall also be paid to the organisation referred to in subparagraph (a) (i) hereof;

(b) one third of such funds shall be disposed of in terms of section 34 (4) (c) of the Act.

(ii) uitgawes onder alle hoofde aangegaan gedurende die voorafgaande 12 maande wat op die laaste dag van Februarie 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 balanstaat gedek word aan die Direkteur-generaal van Arbeid voorgelê word.

(9) *Administrasie deur die trustees:* (a) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om 'n ander rede gestaak word, moet die Fonds nog deur die Raad geadministreer word totdat dit gelikwider is of deur die Raad oorgedra is na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor hierdie Fonds gestig is.

(b) Ingeval die Raad ontbind word of ophou om te funksioneer ingevolge artikel 34 (2) van die Wet gedurende die tydperk waarin hierdie Ooreenkoms bindend is, kan die Nywerheidsregistrator '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 Registrator 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 op sy pligte uit te voer, kan die Registrator 'n trustee of trustees aanstel om die Fonds te administreer. Vir die toepassing van hierdie klousule beskik die komitee of trustees wat aldus aangestel is, oor die bevoegdhede van die Raad. Tensy die Ooreenkoms binne 12 maande nadat dit verval het vir 'n verdere tydperk van krag gemaak word of 'n nuwe ooreenkoms wat voorsiening maak vir die voorsetting of oordrag van die Fonds gepubliseer is, moet die Fonds gelikwider word en moet enige onbestede bedrag aangewend word ooreenkomstig paragraaf (a).

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

(a) Twee derdes van sodanige fondse moet soos volg verdeel word:

(i) 80 persent moet oorbetaal word aan die werkgewersorganisasie wat 'n party by die Raad se Ooreenkoms was by die inwerkingtreding van die Fonds, en wat ook 'n party by die Raad is by sy ontbinding;

(ii) 20 persent moet oorbetaal word aan die werkgewersorganisasie wat by die Raad aangesluit het na die inwerkingtreding van die fonds en wat ook 'n party by die Raad is by sy ontbinding: Met dien verstande dat indien daar tydens ontbinding geen sodanige werkgewersorganisasie/s is nie, hierdie gedeelte van die fondse ook aan die organisasie waarna in subparagraaf (a) (i) hiervan verwys word, betaal moet word;

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

29. SPECIAL MEMBERSHIP LEVY: EMPLOYERS

(1) Every employer who is a member of the Building Industries Association, North Boland, shall pay to the Council an amount of 60c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement.

(2) (a) No payment in terms of subclause (1) shall be made by an employer in respect of an employee who has worked for less than 27 hours in a week for him.

(b) Where an employee has worked for two or more members of the Building Industries Association, North Boland, during any one working week the payment referred to in subclause (1) shall be made by the employer by whom such employee was first employed during that week for 27 hours or more."

(3) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary of the Council before the seventh day of each month following that in respect of which the payments are made, together with a statement in such form as the Council may prescribe indicating the number of employees in respect of whom payment is made and certifying that the amount paid is in accordance with the provisions of this clause.

(4) Subject to the provisions of subclause (6), the Council shall within one month following the month of collection forward to the Building Industries Association, North Boland, 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.

(5) The Secretary of the Building Industries Association, North Boland, shall from time to time but not less than once every quarter of each year submit to the Secretary of the Council an updated list of its members specifying its members who are in good standing and its members who are in arrear with the membership fees.

(6) The Secretary of the Council shall cease transmission of all moneys due to the Building Industries Association, North Boland, should the list of the Association's members as provided for in subclause (5) not be received by the Council within 21 days of the end of a quarter.

(7) The payment of the Building Industries Association, North Boland, moneys held back by the Council in terms of the provisions of subclause (6) shall only be made after receipt by the Council of the Association's membership list.

(8) The provisions of subclause (1), (2), (3), (4), (5), (6) and (7) shall apply *mutatis mutandis* in respect of employers who are members of the Bou Industrieë Assosiasie, Wes Boland.

30. BUILDING INDUSTRIES TRAINING FUND

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

(2) The Council shall each month pay over to the said Training Fund the total amount of contributions collected by it in terms of subclause (1), less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

31. TOOL INSURANCE FUND

The Tool Insurance Fund for the Building Industry (Worcester) established under Government Notice R. 693 of 26 April 1974 and continued as the Tool Insurance Fund for the Building Industry (Worcester and West Boland) under

29. SPESIALE LIDMAATSKAPHEFFING: WERKGEWERS

(1) Elke werkgever wat lid is van die Building Industries Association, North Boland moet ten opsigte van elke werknemer wat by hom in diens is en vir wie daar in hierdie Ooreenkoms lone voorgeskryf word, 'n bedrag van 60 c per week aan die Raad betaal.

(2) (a) 'n Werkgever moet geen bydrae ingevolge subklousule (1) maak nie ten opsigte van 'n werknemer wat minder as 27 uur in 'n week vir hom gewerk het nie.

(b) Indien 'n werknemer gedurende 'n bepaalde werkweek vir twee of meer lede van die Building Industries Association, North Boland gewerk het, moet die werkgever by wie hy eerste gedurende daardie week 27 uur of langer in diens was, die bedrag in subklousule (1) bedoel betaal.

(3) 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 werkgever aan die Sekretaris van die Raad aangestuur word, tesame met 'n staat in die vorm wat die Raad mag voorskryf en wat die getal werknemers aantoon ten opsigte van wie bedrae betaal word, en wat sertifiseer dat die bedrag wat betaal word in ooreenstemming met hierdie klousule is.

(4) Behoudens subklousule (6), moet die Raad binne een maand wat volg op die maand van invordering, die totale bedrag aan bydraes ontvang ingevolge hierdie klousule, min invorderingskoste van 2½ persent, wat aan die algemene fondse van die Raad toeval, aan die Building Industries Association, North Boland stuur.

(5) Die sekretaris van die Building Industries Association, North Boland, moet van tyd tot tyd maar minstens een maal per kwartaal elke jaar aan die Sekretaris van die Raad 'n bygewerkte lys van sy lede stuur en aandui wie van sy lede volwaardige lede is en wie met hul lidmaatskapgeld agterstallig is.

(6) Die Sekretaris van die Raad moet die oordrag van alle geld staak wat aan die Association verskuldig is, tensy die Raad die ledelys van die Building Industries Association, North Boland soos in subklousule (5) bepaal binne 21 dae na die einde van 'n kwartaal ontvang.

(7) Die betaling van die geld van die Building Industries Association, North Boland, wat die Raad ingevolge subklousule (6) teruggehou het, kan geskied slegs nadat die Raad die Association se ledelys ontvang het.

(8) Die bepalings van subklousules (1), (2), (3), (4), (5), (6) en (7) is *mutatis mutandis* van toepassing op werkgevers wat lede is van die Bou Industrieë Assosiasie, Wes Boland.

30. OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Elke werkgever moet die bedrag wat hy ingevolge klousule 7 (3) van Goewermenskenningsgewing R. 1886 van 31 Augustus 1994, tot die Opleidingsfonds van die Bounywerheid moet bydra aan die Sekretaris van die Raad betaal.

(2) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (1) ingevorder het, min invorderingskoste van 2½ persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Opleidingsfonds betaal.

31. GEREEDSKAPVERSEKERINGSFONDS

Vervang die bepalings van hierdie klousule deur die volgende:

"Die Gereedskapversekeringsfonds vir die Bounywerheid (Worcester), ingestel by Goewermenskenningsgewing R. 693 van 26 April 1974 en voortgesit as die Gereedskapversekeringsfonds vir die Bounywerheid

Government Notice R. 270 of 13 February 1987, for the purpose of compensating employees for the loss of tools by fire or theft, is hereby discontinued with effect from 1 November 1987 until it is re-continued in terms of this or any subsequent Agreement of the Council. Any moneys standing to the credit of the Fund shall be kept in trust by the Council.

32. AGENTS

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

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

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

(b) to question, in the presence of or apart from the others as he deems fit, any employer or employee regarding matters relating to this Agreement;

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

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

(4) Every employer who, or employers' organisation or trade union which is a party of 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).

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

(1) (a) *Concreting*: All concreting shall be carried out under part supervision of a skilled employee who shall be paid the wage prescribed in clause 17 (1) (g), (h), (i), (j), (k) and (l).

(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 wage prescribed in clause 17 (1) (g), (h), (i), (j), (k) and (l).

(2) *Joinery*: No purpose-made joinery, shofittings 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 17 (1) (g), (h), (i), (j), (k) and (l) shall be utilised in the Building Industry.

34. SCAFFOLDING AND PLANT

The provisions of the Machinery and Occupational Safety Act, 1983 (Act 6 of 1983) shall apply to all employers in respect of general safety measures and the usage of scaffolding and plant in the performance of Building Demolition and Excavation Work.

35. 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 34 shall not be granted unless prior approval of the Department of Manpower has been obtained in writing.

(Worcester en Wes-Boland) by Goewermenskennisgewing R. 270 van 13 Februarie 1987, met die doel om werkgewers te vergoed vir die verlies van gereedskap deur brand of diefstal, word vanaf 1 November 1987 gestaak totdat dit weer voortgesit word ingevolge hierdie of enige daaropvolgende Ooreenkoms van die Raad. Enige gelde wat tot krediet van die Fonds staan moet deur die Raad in trust gehou word."

32. AGENTE

(1) Die Raad kan een of meer persone as 'n agent of agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms.

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

(a) Om 'n perseel of plek waarin die Nywerheid beoefen word, te eniger tyd te betree wanneer hy 'n grondige rede het om te vermoed dat enigen daar in werksaam is;

(b) om enige werkgewer of werknemer in die teenwoordigheid van ander of alleen, soos hy mag goedvind, te ondervra oor aangeleenthede wat op hierdie Ooreenkoms betrekking het;

(c) om te eis dat die boeke, tydstate, registers of dokumente wat nodig mag wees om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, getoon moet word en om dit te inspekteer, te ondersoek of 'n afskrif daarvan te maak.

(3) Wanneer 'n agent die bevoegdhede uitoefen wat by subklousule (2) aan hom verleen word, mag hy 'n tolk met hom saamneem.

(4) Elke werkgewer of werkgewersorganisasie of vakvereniging wat 'n party by die Raad is en alle persone wat lede van sodanige werkgewersorganisasie of vakvereniging is, moet die agent alle fasiliteite verleen om hom in staat te stel om die bevoegdhede uit te oefen wat by subklousules (2) en (3) aan hom verleen word.

33. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

(1) (a) *Betonwerk*: Alle betonwerk moet uitgevoer word onder die deeltydse toesig van 'n geskoolde werknemer aan wie die loon betaal moet word wat in klousule 17 (1) (g), (h), (i), (j), (k) en (l) voorgeskryf word.

(b) *Kalkfaatwerk*: Kalkfaatwerk mag, ondanks andersluidende bepalinge, deur ongeskoolde werknemers uitgeoefen word onder die toesig van 'n geskoolde werknemer wat minstens die loon moet ontvang wat in klousule 17 (1) (g), (h), (i), (j), (k) en (l) voorgeskryf word.

(2) *Skrynwerk*: Geen doelgemaakte skrynwerk, winkeluitrusting of winkelfronte wat vervaardig is in 'n distrik in die Republiek van Suid-Afrika waar die lone wat betaal word aan vakmanne wat vir sodanige vervaardiging in diens geneem is, laer is as dié in klousule 17 (1) (g), (h), (i), (j), (k) en (l) voorgeskryf, mag in die Bounywerheid gebruik word nie.

34. STEIERWERK EN INSTALLASIES

Die bepalinge van die Wet op Masjinerie en Beroepsveiligheid, 1983 (Wet 6 van 1983), is van toepassing op alle werkgewers ten opsigte van algemene veiligheidsmaatreëls en die gebruik van steierwerk en installasies by die uitvoer van Bouwerk, Sloopwerk en Uitgrawings.

35. VRYSTELLINGS

(1) Die Raad mag om 'n afdoende rede vrystellings van enigen van die bepalinge van hierdie Ooreenkoms verleen: Met dien verstande dat vrystelling van enigen van die bepalinge van klousule 34 nie verleen mag word nie, tensy die skriftelike goedkeuring van die Departement van Mannekrag vooraf verkry is.

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

(3) A certificate of exemption under the signature of the Chairman and Secretary of the Council shall be issued to every employer or employee exempted.

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

36. EXHIBITION OF AGREEMENT

Every employer shall keep a legible copy of this Agreement in both official languages together with the notices required by section 58 of the Act, exhibited in his establishment in a place readily accessible to his employees.

37. 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.

38. GENERAL

(1) No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit of the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any employee of any treatment, or the granting to him of any benefits, less favourable to him than the treatment or benefits prescribed in this or any other Agreement nor shall it effect any waiver by any employee of the application to him of any provision of this or any other Agreement. Any such Agreement shall be void.

(2) Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way effect the remainder of the Agreement, which shall in that event constitute the Agreement.

39. PROCEDURE FOR SETTLING DISPUTES

(1) All disputes, grievances and proposed alterations regarding employment in the Industry may be submitted to the Council for investigation.

(2) The Council may, in connection with a matter arising out of a dispute or a deadlock on the Council, consider whether it 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.

Signed on behalf of the parties this 6th day of September 1994.

P. J. DE WET,
Chairman.

H. K. VAN WEST,
Vice-Chairman.

N. J. KRUGER,
Secretary.

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

(3) 'n Vrystellingsertifikaat, onderteken deur die Voorsitter en die Sekretaris van die Raad, moet uitgereik word aan elke werkgewer of werknemer aan wie vrystelling verleen word.

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

36. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in beide amptelike tale tesame met die kennisgewings wat by artikel 58 van die Wet vereis word, in sy bedryfsinrigting vertoon hou op 'n plek wat vir sy werknemers maklik toeganklik is.

37. ADMINISTRASIE VAN OOREENKOMS

Die raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en kan menings vir die leiding van werkgewers en werknemers uitreik wat nie onbestaanbaar met die bepalings daarvan is nie.

38. ALGEMEEN

(1) Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan is voordat of nadat hierdie Ooreenkoms in werking getree het, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as die wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van enige behandeling of die toekenning aan hom van enige voordele wat vir hom minder gunstig is as die behandeling of voordele voorgeskryf in hierdie Ooreenkoms of enige ander ooreenkoms veroorloof nie, en ook mag dit nie 'n afstand deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie Ooreenkoms of enige ander ooreenkoms bewerkstellig nie. Enige sodanige ooreenkoms is ongeldig.

(2) Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is oafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

39. PROSEDURE TER BESLEGTING VAN GESKILLE

(1) Alle geskille, griewe en voorgestelde wysigings betreffende diens in die Nywerheid kan aan die Raad vir ondersoek voorgelê word.

(2) Die Raad kan in verband met 'n saak wat voortspruit uit 'n geskil of 'n dooie punt in die Raad oorweeg of hy by die Minister van Mannekrag aansoek moet doen om die aanstelling van 'n bemiddelaar. Indien die geskil ná bespreking op drie agtereenvolgende Raadsvergaderings (waarvan hoogstens twee of 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 voorgelê moet word.

(3) Gedurende die tyd dat die geskil onder oorweging is, moet die heersende praktyk in die betrokke bedryfsinrigting onmiddellik voor dié geskil voortgesit word totdat dié geskil besleg is.

Geteken namens die partye hede 6de dag van September 1994.

P. J. DE WET,
Voorsitter.

H. K. VAN WEST,
Ondervoorsitter.

N. J. KRUGER,
Sekretaris.

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