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**GOVERNMENT NOTICES**

**DEPARTMENT OF LABOUR**

No. R. 2245

28 October 1977

INDUSTRIAL CONCILIATION ACT, 1956  
BUILDING INDUSTRY, WESTERN PROVINCE.—  
AGREEMENT FOR THE BOLAND

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 1 November 1977 and for the period ending 31 October 1981, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2), 17 (4) (b), 27, 29 (4) (c), 31, 32, 33 and 36, shall be binding, with effect from 1 November 1977 and for the period ending 31 October 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 1 November 1977 and for the period ending 31 October 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (2), 17 (4) (b), 27, 29 (4) (c) and (d), 31, 32, 33 and 36, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

65793—A

**GOEWERMENSKENNISGEWINGS**

**DEPARTEMENT VAN ARBEID**

No. R. 2245

28 Oktober 1977

WET OP NYWERHEIDSVERSOENING, 1956  
BOUNYWERHEID, WESTELIKE PROVINSIE.—  
OOREENKOMS VIR DIE BOLAND

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 1 November 1977 en vir die tydperk wat op 31 Oktober 1981 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2), 17 (4) (b), 27, 29 (4) (c), 31, 32, 33 en 36, met ingang van 1 November 1977 en vir die tydperk wat op 31 Oktober 1981 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 Nywerheid in die gebiede gespesifieer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (2), 17 (4) (b), 27, 29 (4) (c) en (d), 31, 32, 33 en 36, met ingang van 1 November 1977 en vir die tydperk wat op 31 Oktober 1981 eindig, in die gebiede gespesifieer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

5792—1

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

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Boland Master Builders' Association

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

Amalgamated Society of Woodworkers;

Amalgamated Union of Building Trade Workers of South Africa;

Building Workers' Union;

South African Operative Masons' Society;

South African Woodworkers' Union;

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

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

**1. SCOPE OF APPLICATION**

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

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

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

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

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

(b) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions prescribed thereunder;

(c) apply to trainees under the Training of Artisans Act (Act 38 of 1951) only in so far as they are not inconsistent with any regulations made or any conditions fixed under that Act.

(3) The provisions of clauses 20, 21, 22 and 26 shall not apply to employees engaged on unskilled work.

**2. PERIOD OF OPERATION OF AGREEMENT**

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

**3. DEFINITIONS**

Any term or expression used in this Agreement which is defined in the Industrial Conciliation 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 Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered under the Apprenticeship Act, 1944, and shall include an employee employed during the probationary period allowed under that Act;

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

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

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

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

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Boland Master Builders' Association

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

Amalgamated Society of Woodworkers;

Amalgamated Union of Building Trade Workers of South Africa;

Building Workers' Union;

South African Operative Masons' Society;

South African Woodworkers' Union;

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

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

**1. TOEPASSINGSBESTEK**

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

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

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

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

(a) van toepassing slegs op dié klasse werkneemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en op voormanne;

(b) van toepassing op vakleerlinge slegs in dié mate wat dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of 'n kontrak aangegaan of voorwaardes daarkragtens voorgeskryf nie;

(c) van toepassing op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951 (Wet 38 van 1951), slegs in dié mate wat dit nie onbestaanbaar is met regulasies gemaak of voorwaardes ingevolge daardie Wet voorgeskryf nie.

(3) Klousules 20, 21, 22 en 26 is nie van toepassing op werkneemers wat ongeskoolde werk verrig nie.

**2. GELDIGHEIDSDUUR VAN OOREENKOMS**

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vassel en bly van krag vir vier jaar vanaf die datum van publikasie van hierdie Ooreenkoms.

**3. WOORDOMSKRYWINGS**

Alle terme en uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en waar daar van 'n Wet melding gemaak word, sluit dit alle wysigings van sodanige Wet in; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werkneemter wat diens doen ooreenkommstig 'n skriftelike leerlingkontrak wat geregistreer is ingevolge die Wet op Vakleerlinge, 1944, en sluit dit in 'n werkneemter wat in diens is gedurende die proeftydperk in dié Wet toegelaat;

"bootsmansstoel" 'n hangende platformsitplek wat bedoel is om een persoon in 'n verhewe posisie te hou in verband met bou- of uitgrawingswerk;

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

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

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following activities or subdivisions thereof, including excavations and the preparation of sites for buildings as well as the demolition of buildings unless it can be shown by the employer concerned that such demolition was not carried out for the purpose of preparing the sites for building operations:

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

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

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

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

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

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

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

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

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

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

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

*woodworking*, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, asbestos tiles, shingling and other roof coverings, sound and acoustic material, cork and asbestos insulation, wood lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with

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

*Messelwerk*, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -platblokke of -plate en glastene, die beteeling van mure en vloere, voegwerk, plaveiwerk, mosaiekwerk, voorwerk met leiklip, marmer en komposisiemateriaal, rioolaanlegwerk, lei- en teelwerk op dakke, bitumen- asfalt- en plaatwerk;

*skrynwerk*, wat die volgende insluit: Politoyerwerk met 'n kussinkie en bespuiting met 'n komposiestof;

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

*klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk, ook die kap van klippe vir en die bou van sier- en monumentklipwerk, betonwerk en die aanbring of bou van voorafgegroeide kunsklip of marmer, plaveiwerk, mosaiekwerk, voegwerk, muur- en vloerbeteeling, die bediening van klipwerk-masinerie, uitgesonder klippoleermasinerie, en die skerpmaak van klipmessaalaarsgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

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

*verfwerk*, wat die volgende insluit: Die prosesse van versierwerk, emaljeerwerk, vlamskilderwerk, marmering, beitswerk, verniswerk, verguldwerk, belegwerk, sjabloonwerk, planeerwerk, muurplakwerk, sputterverfwerk, glasuurwerk, oiewerk, waspoelerwerk, distemperwerk, wit- en kleurkalkwerk, houtverduursaming, en wat ook insluit die verwijdering van verf, skraap, was en skoonmaak van geverfde of gedistemperde mure en was en skoonmaak van houtwerk wanneer sodanige verwijdering, skraap, was en skoonmaak enigeen van die genoemde prosesse voorafgaan;

*pleisterwerk*, wat die volgende insluit: Modelleerwerk, granolietiese en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daarvan, voorafgegroeide of kunsklipwerk, muur- en vloerbeteeling, plavei- en mosaiekwerk, met inbegrip van die aanbring van asfaltmasti of bitumineuse mastik vir doeleindes van waterdigting op horizontale of vertikalevlakte, afgesien daarvan of die artikel wat bebruik word, deur die persoon wat dit gemaak of berei het in die gebou of bouwerk aangebring word of nie;

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

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

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

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

*houtwerk*, wat die volgende insluit: Timmerwerk, houtwerk, masinerwerk, draaiwerk, houtsneewerk, die aanbring van gegolfde sinkplate, asbestsels, dakspanbedekking en ander dakbedekkingswerk, klank- en akoestiekmaterial, kurk- en asbesisolasië, houtbelatting, komposieplafonne en muurbedekking, die aanbring van

metal, block and other flooring, including wood, cork and rubber, and sandpapering of same, cork carpeting and any class or kind of linoleum when fixed in any building or structure, the application of asphaltic saturated felt or fabrics to floors and/or walls and/or roofs, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

"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 Department of National Education of the Republic of South Africa as equivalent to such first-mentioned degree;

"consumer price index" means the consumer price index figure relating to Cape Town as assessed by the Secretary for Statistics and published in the *Government Gazette* from time to time;

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

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

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

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

"foreman" means an employee who is in receipt of a wage which exceeds that prescribed in clause 16 (1) (1) by 10 per cent or more and is placed in charge of a job or jobs or a particular section of a job or jobs in a purely supervisory capacity and who allot work to employees under his control and supervises its progress towards completion and maintains discipline and generally is responsible to the employer for efficiency on the job or jobs and who is not required to do the work of an artisan except intermittently or in an instructional capacity;

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

"learner" means an employee of the age of 21 years and over serving under a written contract of learnership approved and registered by the Council in terms of clause 8;

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

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

"operative" means an employee over the age of 21 years who, with the prior written approval of the Council, is employed on any or all of the following activities:

(1) Operating swing saws and compressors for stone work except for setting up and operating diamond or carborundum saws under supervision;

(2) punching in masonry where such work consists purely of the removal and reduction of excess rough on surface under supervision of an artisan;

(3) operating a dunter, excluding a hand dunter;

(4) operating a stone turning-lathe under supervision, excluding setting up;

(5) flame treatment of stone under supervision;

(6) operating a sand blasting machine under supervision;

(7) placing blocks into position for swing saws, excluding levelling and lining up;

(8) operating pneumatic tool on precast stone;

(9) grouting of stone, excluding pointing;

(10) operating a jib hoist without a platform carrying a load of not more than 0,056 m<sup>3</sup> of material;

(11) building walls of blocks except setting out or building corners and laying of decorative blocks;

(12) building of manholes under supervision of an artisan;

(13) drainlaying under supervision of an artisan;

proppe in mure, die bedekking van houtwerk met metaal, blokies, en ander vloerwerk, met inbegrip van hout, kurk en rubber, en die skuur daarvan met skuurpapier, kurktapytwerk en enige klas of soort linoleum wanneer dit in 'n gebou of bouwerk aangebring word, die aanbring van versadigde asfaltvilt of materiaal aan vloere en/of mure en/of dakke, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie; "vrydraer- of kraanarmsteier" 'n werkplatform wat op vrydraende of verspande kraanbalke steun;

"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 Departement van Nasionale Opvoeding van die Republiek van Suid-Afrika erken word as gelykstaande met sodanige eersgenoemde graad;

"verbruikersprysindeks" die verbruikersprysindeksyfer met betrekking tot Kaapstad soos bepaal deur die Sekretaris van Statistiek en soos van tyd tot tyd in die *Staatskoerant* gepubliseer;

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

"Raad" die Nywerheidsraad vir die Bouwywerheid (Westelike Provincie) wat ooreenkomsdig die bepalings van artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ooreenkomsdig artikel 19 van die Wet;

"drywer" 'n werknemer wat 'n motorvoertuig dryf en vir die toepassing van hierdie woordomskrywing 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, te verseker;

"voorman" 'n werknemer wat in ontvang is van 'n loon wat 10 persent of meer groter is as die loon voorgeskryf in klousule 16 (1) (1) en in beheer geplaas is van 'n stuk werk of stukke werk of 'n bepaalde seksie van 'n stuk werk of stukke werk, uitsluitend in 'n toesighoudende hoedanigheid, en wat werk uitdeel aan die werknemers onder sy beheer en toesig hou oor die vordering wat gemaak word met die voltooiing van die werk, wat dissipline handhaaf en in die algemeen aan die werkgever verantwoordelik is vir die doeltreffendheid waarmee die stuk werk of stukke werk verrig word, en van wie daar nie verwag word om die werk van 'n ambagsman te verrig nie, tensy dit met tuissenpose of in 'n opleidingshoedanigheid gedoen word;

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

"leerling" 'n werknemer van 21 jaar en ouer wat diens doen ingevolge 'n skriftelike leerkontrak wat deur die Raad ooreenkomsdig klousule 8 goedgekeur en geregistreer is;

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

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

"werksman" 'n werknemer wat ouer is as 21 jaar en wat met die vooraf verkreeg goedkeuring van die Raad vir enige van of al die volgende werkzaamhede gebruik word:

(1) Hangsae en kompressors vir klipmesselwerk onder toesig bedien, uitgesonderd die opstel en bediening van diamant- of karborundumsae;

(2) ponswerk in klipmesselwerk waar sodanige werk uitsluitlik die verwijdering en vermindering van oortollige oneffenheid op oppervlakte onder toesig van 'n ambagsman behels;

(3) 'n duntermasjen, uitgesonderd 'n handduntermasjen, bedien;

(4) 'n klipdraaibank onder toesig bedien, uitgesonderd die opstel daarvan;

(5) hittebehandeling van klip onder toesig;

(6) 'n sandstraalmasjen onder toesig bedien;

(7) blokke vir hangsae in posisie plaas, uitgesonderd gelykmaking en haaks maak;

(8) lugdrukgereedskap op vooraf gegiete klip bedien;

(9) klip met voegbry invul, uitgesonderd voegvulling;

(10) 'n kraanarmystoestel bedien wat sonder platform is en wat 'n vrag materiaal van hoogstens 0,056 m<sup>3</sup> dra;

(11) mure bou van blokke behalwe die uitle of bou van hoeke en die lê van sierblokke;

(12) bou van mangate onder toesig van 'n ambagsman;

(13) lê van riale onder toesig van 'n ambagsman;

- (14) laying of precast surface channels;
- (15) laying of precast concrete slabs or brick on flat paving in stretcher bond, including bedding and jointing but excluding setting out;
- (16) pointing and jointing except pointing of face brick work;
- (17) random stone walling other than part of a building or structure;
- (18) rough brickwork except for setting out and building of corners;
- (19) fixing of metal lathing;
- (20) floating of concrete;
- (21) laying on and spreading of mortar on walls by hand or machine;
- (22) operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and other machinery;
- (23) laying to jigs or guides of blocks bedded in mortar or mastic where no artisans' tools are used, under supervision;
- (24) operating portable grinding and similar machines;
- (25) spraying of acoustic material;
- (26) stopping of joints in moulds for precasting;
- (27) stripping and setting up of moulds for casting;
- (28) use of tyrolean and similar machines;
- (29) floating up of concrete panels and walls in moulds at the factory, for prefabricated building units;
- (30) cramping frames, doors and tops under supervision;
- (31) cutting of wedges;
- (32) repetitive drilling of holes by machine;
- (33) feeding of cross-cut machines, excluding mitres and bevels;
- (34) assembling of pre-cut components for remaking, repairing and renovating of formwork panels;
- (35) assembling of stock standard pattern doors, such as flush panelled doors, frame braced and ledged batten doors and single light panel doors;
- (36) operating end trimming saws, only if article is cradle mounted or jigged;
- (37) in charge of stripping of shuttering;
- (38) feeding materials to manually fed woodworking machines in workshops excluding spindle and surfacer;
- (39) feeding materials to mechanically fed woodworking machines;
- (40) fixing of glazing beads and flats;
- (41) gluing and fixing edging to shelves and flat board mass produced in workshop;
- (42) nailing backs to fittings;
- (43) nailing up drawers and trays (including bottoms) by nailing machine in workshop;
- (44) facing framing with boards in workshop;
- (45) operating automatic press;
- (46) operating door or sash clamps;
- (47) operating drum or belt sanders;
- (48) operating edge trimming machines;
- (49) sandpapering counter tops and similar surfaces;
- (50) framing with corrugated fasteners;
- (51) fixing of cork or other insulating materials;
- (52) laying of floors, excluding strip floors and wood block floors, but including wood mosaic floors;
- (53) placing joists, excluding setting levels;
- (54) morticing or drilling of doors for locks in the workshop;
- (55) fixing of wall covering or similar materials to shelves, counter tops, panels, etc.;
- (56) nailing stiffening battens to ceiling boards in predetermined positions in a jig or guide, under supervision;
- (57) fixing waterproof sheeting;
- (58) fixing of steel spring clips to aluminium cover strips;
- (59) operating a power-driven grinding machine on metal or filing metal by hand;
- (60) assembling metal windows;
- (61) using glazing sprigg guns in workshop;
- (62) drilling or punching metal by hand or power machine, under supervision;
- (63) brazing or welding in workshop where jig or welding machine is used;
- (64) bending or body forming of metal by machine;
- (65) assembling and fitting of lead, copper and plastic piping for waste, soil, water (hot and cold), central heating, cooling, fire, gas and similar installations, when assembled and fitted in workshop in mass-produced units;
- (66) assembling on site and fixing of asbestos, galvanised iron and plastic gutters and down-pipes, excluding down-pipes in columns, under supervision;
- (67) bending and/or body forming by machine;
- (68) jointing to asbestos and metal gutters, under supervision;
- (69) rivetting of side laps to metal sheeting and flashings, under supervision;
- (70) composition wall covering by machine;
- (71) frosting;
- (72) knotting or priming;
- (14) lê van vooraf gegiete grondgeute;
- (15) lê van vooraf gegiete betonblaie of stene op plat plaveisel in strykverband, met inbegrip van bedding en voegstryking maar nie uitlê nie;
- (16) voegvulling en voegstryking, maar nie voegvulling van siersteenwerk nie;
- (17) klipmure wat nie deel van 'n gebou of bouwerk uitmaak nie met ongelaaide ruklip oprit;
- (18) ru-steenwerk, uitgesonderd die uitlê en bou van hoeke;
- (19) aanbring van plaatgaaswerk;
- (20) afstryking van beton;
- (21) dagha met die hand of masjien aan mure aanbring en versprei;
- (22) bediening van 'n Mall en Biax of 'n soortgelyke tipe vervoerbare skuurmasjien, buigsame sny-, afwerk- en ander masjiene;
- (23) die lê volgens setmaat of leirame van blokke in dagha of mastiklaag waarby die gereedskap van 'n ambagsman nie gebruik word, nie onder toesig;
- (24) bediening van vervoerbare slypmasjiene en soortgelyke masjiene;
- (25) akoestiekmateriaal spuit;
- (26) opvul van voëe in vorms vir voorafgieting;
- (27) uitmekhaarhal en oprigting van vorms vir gieting;
- (28) gebruik van Tiroolse en soortgelyke masjiene;
- (29) afstryking van betonpanele en -mure in vorms by die fabriek, vir vooraf vervaardigde bou-eenhede;
- (30) kosyne, deure en blaiae onder toesig klamp;
- (31) wie saag;
- (32) gate by herhaling met 'n masjien boor;
- (33) deursneemasjiene voer, behalwe versteek en sweie;
- (34) inmekarsit van vooraf gesnyde komponente vir die hervuwing, herstel en opknapping van panele vir bekisting;
- (35) inmekarsit van tipedeure van standaardpatrone, soos vlakpaneeldeur, plankdeur, met verspande en geklampte raamwerk (Z-plankdeure) en enkelligpaneeldeure;
- (36) entafwerksaag bedien, slegs indien die artikel in 'n raamwerk of setmaat gemonteer is;
- (37) belas wees met die uitmekhaarhal van bekisting;
- (38) materiaal voer in handgevoerde houtwerkmasjiene in werk-winkels, uitgesonderd houtfrees- en vlakskaaftmasjiene;
- (39) materiaal in meganies gevoerde houtwerkmasjiene voer;
- (40) aanbring van ruitkraallyste en plat lyste;
- (41) vaslym en aanbring van omranding aan rakke en platbord wat in groot maat in werkinkels geproduseer word;
- (42) agtervlakte van toebehore vasspyker;
- (43) laaiie en bakke (met inbegrip van bome) aanmekaar spyker met spykermasjiene in werkinkel;
- (44) plankvlakte op rame in werkinkel aanbring;
- (45) automatiese pers bedien;
- (46) deur- of vensterraamklampe bedien;
- (47) rol- of bandskuunders bedien;
- (48) randafwerkmasjiene bedien;
- (49) toonbankblaiae en soortgelyke vlakke met skuurpapier skuur;
- (50) raamwerk met kartelramme;
- (51) aanbring van kurk of ander isoleermateriaal;
- (52) lê van vloere, met uitsondering van strook- en blokkies-vloere, maar met inbegrip van houtmosaïekvloere;
- (53) balke plaas maar nie vlakte bepaal nie;
- (54) deure in die werkinkel vir slotte tap of boor;
- (55) aanbring van muurbedekking of soortgelyke materiale aan rakke, toonbankblaiae, panele, ens.;
- (56) versterkstroke in vooraf bepaalde posisies in 'n setmaat of leirame onder toesig aan plafonplanke vasspyker;
- (57) aanbring van waterdige beplating;
- (58) aanbring van staalveerknippe aan aluminiumdekstroke;
- (59) metaal met 'n kragaangedrewe slypmasjiene slyp of met die hand vyl;
- (60) metaalvensters inmekarsit;
- (61) glasuurruitspykersuite in werkinkel gebruik;
- (62) metaal met die hand of kragmasjiën onder toesig boor of pons;
- (63) sveissoldeer- of sveiswerk in werkinkel waar setmaat of sveismasjiën gebruik word;
- (64) buig of fatsoenering van metaal met 'n masjien;
- (65) inmekarsit en pas van lood-, koper- en plastiekyppe vir afval-, vuil-, water- (warm en koud), sentraleverwarming-, koel-, brand-, gas- en soortgelyke installasies—wanneer dit in die werkinkel in massaproduksie-eenhede inmekarsit en gepas word;
- (66) inmekarsit op die terrein en aanbring, onder toesig, van asbes-, gegalvaniseerde yster- en plastiekgeute en -geutyppe maar nie geutyppe in suile nie;
- (67) buig en/of fatsoenering met 'n masjien;
- (68) voegstryking van asbes- en metaalgeute, onder toesig;
- (69) vasklink van oorslae aan die kante van metaalbeplating en oorslaglasse, onder toesig;
- (70) komposisiemuurbedekking met 'n masjien;
- (71) mattering;
- (72) kwaslakwerk of verf van grondlaag;

- (73) applying powder distemper, excluding first and final coats;
- (74) cement and lime washing;
- (75) applying first coats to shop primed work;
- (76) priming to all surfaces;
- (77) application of anti-corrosive paints to structural steel work and tanking;
- (78) sizing;
- (79) oiling and staining in workshop;
- (80) floor tiling under supervision of an artisan, except for setting out;

"operatives' work" means employment in any one or more of the operations or subdivisions thereof enumerated under the definition of "operative";

"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;

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

"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;

"stamp" means the official stamp voucher sold by the Council to employers;

"structure" includes walls, boundary, garden and retaining walls and monuments;

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

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

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

"unskilled labourer" means an employee engaged on any or all of the following:

Applying back putty (glazing) under supervision of an artisan; assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;

assisting artisans in placing steel props and fixing to bearers and adjusting to heights;

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

attending swing saws under supervision, 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;

applying of floor polish;

bagging down walls and ceilings;

baling waste or scrap metal by hand or machine;

binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;

carrying mortar, bricks, stone, concrete or other materials; caulking drain pipes under supervision;

cleaning mortices;

cleaning of glass after glazing;

cleaning completed frames in preparation for putting;

cleaning of moulds, work benches, yard premises, tools, etc; cleaning down of teak or other hard wood by using solvents and steel wools;

coupling steel windows and doorframes under supervision; cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;

cutting scaffold poles or props by two-handed saws;

cutting dampcourse and placing in position under supervision;

cutting of toothings and indents for bounding brickwork;

cutting hoop iron, bending and holing;

cutting up scrap metal by hand;

cutting, drilling, chasing and plugging in brick and concrete; cutting of roofing tiles with tile handcutting machine;

digging or taking out stone or soil for foundations, trenches, drains and channels;

(73) aanwending van poeierdistemper, uitgesonderd eerste en finale lae;

(74) aanwending van sementstryksel en afwitting;

(75) aanwending van eerste lae aan werk wat in werkinkel 'n grondlaag toegediens is;

(76) grondlae op alle oppervlakte verf;

(77) aanwending van korrosiebestande verf aan boustaalwerk en waterdigmaking;

(78) planeerwerk;

(79) olie- enbeitswerk in werkinkel;

(80) vloerbeteeling onder toesig van 'n ambagsman, maar nie uitlike nie;

"werksman se werk" werk in enigeen of meer van die werkzaamhede of onderafdelings daarvan wat onder die omskrywing van "werksman" genoem is;

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

"loonvrag" die maksimum massa wat 'n motorvoertuig mag dra ooreenkomsdig die bepalings van 'n motortransportsertifikaat of sertifikaat van vrystelling van die verpligting om sodanige motortransportsertifikaat uit te neem, wat ooreenkomsdig die Motortransportwet en die regulasies daarkragtens afgekondig deur die plaaslike Padvervoerraad (Kaapstad) uitgereik is;

"stukwerk" enige werkstelsel waarvolgens die minimum loon waaraop '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;

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

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

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

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

"geskikte slaapplek" 'n waterdigte skuiling wat stewig toegehou kan word, wat 'n vogdige vloer het en gemeubileer is met beddens of kampbeddens en wat die nodige was- en latrinegeriewe het;

"taalwerk" '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 voorgeskryf in klosule 16;

"boksteier" 'n werkplatform wat gestut word deur bokke, traplere, drievoete en dergelike stutte;

"ongeskoolde arbeider" 'n werknemer wat enigeen van of al die volgende werkzaamhede verrig:

Stopverfbeddings aanbring (glaswerk) onder toesig van 'n ambagsman;

ambagsmanne help deur die draad van hout te vul voordat die houtoppervlakte met doek gepoleer word;

ambagsmanne help om staalstutte in posisie te plaas, aan draers vas te maak en dit op die regte hoogte te stel;

ambagsmanne help met die aanbring van lym aan tappe of houtoppervlakte voordat dit geklamp of geper word;

hangsae onder toesig bedien, help om klip reg te sit en saaglemme aanbring vir die bediening van hangsae en poleermasjinerie en/of slypsteenmasjinerie bedien;

vloerpolitoer aanbring;

mure en plafonne saksmeer;

afval- of oorskietmetaal met die hand of 'n masjien baal; staalwapeningsmateriaal met draad aanmekaar- of vasbind en sodanige materiaal onder toesig saag, buig en monter, oprig en aanbring;

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

rioolpype onder toesig kalfater;

tapgate skoonmaak;

glas skoonmaak nadat dit ingesit is;

voltooide rame skoonmaak voordat stopverf aangebring word; vorms, werkbanke, werkpersele, gereedskap, ens., skoonmaak; kiaat of ander hardehout skoonmaak deur oplosmiddels en staalwol te gebruik;

staalvensters en deurkosyne onder toesig koppel;

pype en staalstawe, maar nie dié van koper nie, onder toesig met die hand saag, vasskroef, buig en skroefdraad daarin sny; steerpale of -stutte met 'n treksaag saag;

voglae sny en in posisie plaas—onder toesig;

vertandings in intandings vir verbandwerk in baksteenwerk sny;

hoepeyster sny, buig en gate daarin boor;

afvalmetaal met die hand sny;

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

dakpanne met 'n handteëlsnymasjien sny;

klippe of grond vir fondamente, slotte, riele en kanale uitgrawe of uitneem;

drawing off material from all wood-working machines; drilling or punching metal by power or hand machines under supervision;

erecting hoists under supervision;

excavating in ground, soft and hard rock and using a jack hammer and removing excavated stone and soil;

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

filling in joints between joint of brick and concrete beam under supervision;

filling in joints and cleaning of all wall tiles, excluding jointing and pointing;

filling of moulds with a facing mixture and concrete mixture;

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

fixing interlocking concrete blocks without mortar under the supervision of an artisan;

fixing asphalt sheeting to sides of steel and wood frames;

fixing lugs to steel windows and door frames under supervision;

gauging sand, stone and cement;

gauging sizes of wall and floor tiles;

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

grouting of joints in bricks and tile floors and cleaning off;

handling and/or carrying timber and joinery from timber sheds or timber yards connected with the production of articles to be used in the Building Industry;

hoisting shuttering and placing in position but not fixing;

hoisting of steel and laying into position under supervision;

kneading of putty to correct consistency;

laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding under supervision of a competent person;

laying loose tiles on surfaces without bedding, provided no tools are used;

limewashing and the use of tar or similar products on temporary sheds, hoardings, latrines and buildings occupied and used by employees, the application of tar or similar products on rough timber such as joists or the underside of floors, also on concrete and brick surfaces, provided that this is not an exposed surface;

loading and unloading materials and goods;

mixing mastic asphalt in pots, carrying mixed material to site of laying and rubbing up laid mastic until cold under supervision; attending to fires and cleaning up;

mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;

mixing concrete by hand or machine under supervision;

oiling and greasing machinery when not in operation;

operating stone polishing machinery;

applying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paints under supervision;

priming of surfaces with bitumastic or water-proofing solutions;

preparing roofs, including scraping and wire-brushing prior to painting;

painting of joists and backs of stone with water-proofing compound;

preservative painting of all builders' plant;

removing rust and scale from iron or steel surfaces, provided no chemicals are used;

removing loose and flaking paint from gutters, drainpipes or other surfaces: Provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;

removing plaster from steel or wood surfaces in new buildings prior to painting;

scaffold-erecting under supervision;

scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;

scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used or artisan's work is done by an unskilled labourer;

washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used;

use of abrasives of all kinds by hand, including rubbing compounds, on preparatory work in painting and spraying, including the use of sandpaper of a grade not finer than Oakey's No. 2 strong or equivalent for any of these cleaning processes but excluding the use of brushes other than scrubbing brushes or wire brushes;

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

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

scrapping down finished faces of products by hand, using a wire steel brush and scrubbing brush;

materiaal van alle houtwerkmasjiene afneem;

metaal met krag, of handmasjiene onder toesig boor of pons; hysers onder toesig oprig;

uitgravingswerk in grond, sagte en harde rots verryig en 'n klopbuur daarvoor gebruik, en die uitgegraafde klip en grond verwyder;

duike in die oppervlak van afgewerkte artikels opvul met 'n sementmengsel en die oppervlak met 'n stuk sak vryf;

voëe tussen baksteenwerk en betonbalke onder toesig opvul;

voëe tussen muurteëls opvul en alle muurteëls skoonmaak, uitgesonderd voegstryking en -vulling;

vorm met 'n voorwerk mengsel en 'n betonmengsel vul;

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

inhaakbetonblokke sonder dagha vassit onder die toesig van 'n ambagsman;

asfaltplate aan die kante van staal- en houtrame aanbring; kloue aan staalvensters en deurklosyne onder toesig aanbring; sand, klip en sement afmeet;

groottes van muur, en vloerteëls meet;

voëe in klipwerk met bry vul en die agterkant opvul nadat die klip vasgesit is;

voëe tussen stene en vloerteëls met bry vul en dit skoonmaak; timmerhout en skrynwerek van timmerhoutsukure of timmerhoutwerke wat in verband staan met die produksie van artikels wat in die Bouwywerheid gebruik word, hanteer en/of dra;

bekisting ophys en in posisie plaas maar nie vassit nie;

staal ophys en onder toesig in posisie plaas;

stopverf brei totdat dit die regte konsistensie het;

beton uitsprei en gelykmaak, 'n betontriller bedien en onder toesig van 'n bevoegde persoon help met afvlakwerk;

los teëls op oppervlakte lê sonder om dit in te laat, mits geen gereedskap gebruik word nie;

tydelike afdakke, beskuttings, latrines en geboue wat deur werknemers geokkupeer en gebruik word, afwit en teer of dergelike produkte in verband daarmee gebruik; teer of dergelike produkte op ruwe timmerhout soos balke of die onderkant van vloere aawend, asook op beton- en steenoppervlakte mits dit nie 'n blootgestelde oppervlak is nie;

materiaal en goedere op- en aflaai;

mastikasfalt in potte meng, die gemengde materiaal dra na die terrein waar dit gelê moet word en die mastik wat gelê is, onder toesig vryf totdat dit koud is; vure aan die gang hou en skoonmaakwerk verryig;

asfaltmacadam meng, materiaal by die lêterrein stort en plaas, rolwerk met handrollers verryig;

beton met die hand of 'n masjien onder toesig meng;

masjinerie olie en smeer wanneer dit nie aan die werk is nie;

klippoleermasjinerie bedien;

bitumineuse aluminiumverf onder toesig op asfaltiese en/of ander komposisieplate en dakke aawend;

onderlae van bitumastik of waterdigtingsoplossings op oppervlakte aanbring;

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

balke en agterkante van klip met waterdigtingmengsel verf;

alle bouersuitrusting met presvereermiddels verf;

roes en skilfers van yster- of staaloppervlakte verwijder mits geen chemikalië gebruik word nie;

los en afgeskilferde verf van geute, dreineerpype of ander oppervlakte verwijder: Met dien verstande dat wanneer 'n blaaslamp of verfoplosmiddel gebruik word, die werk onder toesig verryig word;

pleister van staal- of houtoppervlakte in nuwe geboue verwijder voordat dit geverf word;

steiers onder toesig oprig;

oppervlakte wat voorheen afgewit is of ander oppervlakte afskraap of afvryf maar nie sodanige oppervlakte herstel nie;

mure of ander oppervlakte afskraap of awas vir verfwerk mits geen gereedskap gebruik word wat gewoonlik deur skilders gebruik word of geen ambagsmanswerk deur 'n ongeskoold arbeider verryig word nie;

nuwe gegalvaniseerde oppervlakte awas voordat dit geverf word, en nuwe gegalvaniseerde oppervlakte onder toesig behandel wanneer 'n blaaslamp of verfoplosmiddel gebruik word;

skuurmiddels van alle soorte, met inbegrip van vryfmengsels, met die hand aawend as voorbereidingswerk vir verf- en spuitwerk, insluitende die gebruik van skuurpapier van 'n graad wat nie fyner is nie as Oakey se No. 2 sterke of die ekwivalent daarvan vir enige van hierdie skoonmaakprosesse maar uitgesonderd die gebruik van borsels behalwe skropborsels of draadborsels;

voëe tussen stene uitkrap en oppervlakte vir pleisterwerk voorberei;

vlekke en sement van klip-, kunsklip-, leiklip-, terra-cotta- of dergelike oppervlakte verwijder met karborundumblokke of vryfmasjiene;

afgewerkte voorkante van produkte met 'n draadstaalborsel en 'n skropborsel met die hand afskuur;

assisting higher grade employees in performing any other work requiring skills similar to that required in the performance of those operations listed above;

"unskilled work" means employment in any one or more of the operations enumerated under the definition of "unskilled labourer";

"watchman" means an employee engaged in guarding premises, buildings, gates, vehicles, building materials or other property;

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

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

#### 4. REGISTRATION OF EMPLOYERS

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

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

(b) Every employer in the Industry who enters the Industry on or after the date on which this Agreement comes into operation shall, within 21 days of becoming an employer forward to the Secretary of the Council on a form prescribed by the Council the following particulars:

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

(2) Where the employer is a partnership or company, information in accordance with 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, details of the certificate of incorporation issued by the Registrar of Companies.

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

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

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

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

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

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

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

(7) (a) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall within 21 days of such date or of the date upon which such employer commences operations, as the case may be, lodge with the Council in respect of every employee a guarantee acceptable to the Council and equal to the aggregate of—

werknelmers van 'n hoër graad help óm enige ander werk te verrig waarvoor vaardighede soortgelyk aan dié wat vir bostaande werksaamhede nodig is, vereis word;

"ongeskoolde werk" werk in enige of meer van die werksaamhede in die omskrywing van "ongeskoolde arbeider" genoem;

"wag" 'n werknelmer wat persele, geboue, hekke, voertuie, boumateriaal of ander eiendom bewaak;

"werkende werkewer" of "vennoot" 'n werkewer of vennoot wat 'n werkewer is en wat self werk verrig wat in die beskrywing van "Bounwyerheid" ingesluit word;

"loon" dié deel van die besoldiging wat in geld aan 'n werknelmer betaalbaar is ingevolge klosule 16 ten opsigte van die gewone werkure voorgeskryf in klosule 13 (1): Met dien verstaande dat indien 'n werkewer 'n werknelmer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié voorgeskryf in klosule 16, dit sodanige hoër bedrag beteken.

#### 4. REGISTRASIE VAN WERKGEWERS

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

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

(b) Elke werknelmer in die Nywerheid wat op of na die datum waarop hierdie Ooreenkoms in werkking tree tot die Nywerheid toetree, moet binne 21 dae vanaf die datum waarop hy 'n werknelmer geword het die volgende besonderhede aan die Sekretaris van die Raad stuur op 'n vorm wat deur die Raad voorgeskryf word:

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

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

(3) (a) Benewens die inligting in subklosule (2) hiervan bedoel, moet die werkewer in die geval van 'n vennootskap, 'n kopie van die vennootskapsoordeekoms by die Raad indien.

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

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

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

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

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

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

(7) (a) Elke werkewer in die Nywerheid op die datum waarop hierdie Ooreenkoms in werkking tree en elke werkewer wat na daardie datum tot die Nywerheid toetree, moet binne 21 dae vanaf sodanige datum of vanaf die datum waarop sodanige werkewer met werksaamhede begin, na gelang van die geval, ten opsigte van elke werknelmer aan die Raad 'n waarborg, wat vir die Raad aanneemlik is, verskaf en wat altesaam gelyk is aan—

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

- (ii) twee weke se heffings kragtens klosule 28;

- (iii) twee weke se bydraes en toelaes aan werknelmers kragtens klosules 21, 29 en 30; en

- (iv) twee weke se bydraes aan die Mediese Hulpfonds kragtens klosule 9 (1) en (2) van Goewermentskennisgewing 1920 van 27 Oktober 1972 of enige daaropvolgende mediese hulpfondsooreenkoms.

(b) Notwithstanding anything to the contrary herein contained the guarantee shall not be less than R300 irrespective of the number of employees in the employment of the employer.

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

(d) The Council shall, without prejudice to any other rights which it may have against the employer, apply the guarantee (at such times, in such amounts and apportioned to such obligations as the Council in its discretion may decide) to the discharge of the employer's obligations in terms of clauses 16, 21, 28, 29 and 30 and the contributions referred to in paragraph (a) (iv) when it is satisfied that the employer has failed to fulfil such obligation(s).

(e) 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 total number of employees employed in the various categories for which wages are prescribed in this Agreement.

(f) Where the guarantee [after deducting any disbursements by the Council pursuant to paragraph (d) above], is insufficient to cover the payment of wages, levies, contributions and allowances referred to in paragraph (a) above, the employer shall upon demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment. The Council shall likewise permit any employer to reduce the amount of such guarantee where a reduction in the number of employees employed warrants such a reduction: Provided that the amount of such deposit shall at no times be less than R300.

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

## 5. NOTICE-BOARD

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out, display in a conspicuous place, accessible to the public, a notice-board of a size not less than 60 cm by 45 cm or a notice-board approved by the Council showing clearly the name and address of such employer or partnership in letters not less than 75 mm high: Provided that subcontractors may use letters not less than 50 mm high.

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

## 6. EXHIBITION OF AGREEMENT

A copy of this Agreement in both official languages together with the notices required by section 58 of the Act, shall be exhibited by every employer in every workshop, yard and job where he carries on business, in a conspicuous position accessible to all employees.

## 7. EMPLOYMENT OF MINORS

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

## 8. LEARNERS

(1) No employer shall employ any person as a learner unless the written consent of the Council has first been obtained: Provided that such consent shall not be given in the case of a minor.

(2) Application for permission to employ a learner shall be made to the Council by the employer 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 person concerned;

(b) the nature of the work he is required to learn;

(c) the number of registered and approved learners already employed on such work; and

(d) the total number of employees, other than learners who are employed on such work.

(3) The Council shall have the power to fix the conditions of employment and period of learnership in each case and shall require the employer and the learner concerned to enter into a written contract in respect of such conditions and period, which conditions and/or period shall not be varied without the prior written consent of the Council.

(4) Notwithstanding any written contract which may have been entered into in terms of subclause (3), the Council may at any time by notice, in writing, withdraw its consent to the employment

(b) Ondanks andersluidende bepalings vervat in hierdie Ooreenkoms moet die waarborg minstens R300 wees, ongeag die aantal werknemers in diens van die werkewer.

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

(d) Die Raad moet, sonder benadeling van enige ander regte wat hy teen die werkewer mag hê, die waarborg (op sodanige tye, in sodanige bedrae en toebiedel aan sodanige verpligting(e) as waartoe die Raad na goedgunstig besluit gebruik ter nakoming van die werkewer se verpligting(e) ooreenkomsdig kloousules 16, 21, 28, 29 en 30 en die bydraes bedoel in paragraaf (a) (iv), wanneer die Raad daarvan oortuig is dat die werkewer versuim het om sodanige verpligting(e) na te kom.

(e) Die Raad is daartoe geregtig om 'n werkewer te eniger tyd te versoek om 'n opgawe in te dien, in die vorm en op die wyse deur die Raad voorgeskryf, waarin die totale getal werknemers in diens in die verskillende kategorieë waarvoor lone in hierdie Ooreenkoms voorgeskryf word, aangetoon word.

(f) Wanneer die waarborg, na aftrekking van enige uitbetalings wat die Raad in ooreenstemming met paragraaf (d) hierbo gedoen het, ontoereikend is om die betaling van lone, heffings, bydraes en toelaes bedoel in paragraaf (a) hierbo, te dek, moet die werkewer, 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 werkewer toelaat om die bedrag van sodanige waarborg te verminder wanneer 'n vermindering van die getal werknemers wat in diens van die werkewer in sodanige vermindering regverdig: Met dien verstande dat die bedrag van sodanige waarborg nie minder as R300 mag wees nie.

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

## 5. KENNISGEWINGBORD

(1) Elke werkewer en alle werkewers in vennootskap moet, wanneer bouwerk verrig word, 'n kennisgewingbord van minstens 60 cm by 45 cm of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek waartoe die publiek toegang het, en daarop moet in letters wat minstens 75 mm hoog is die naam en adres van sodanige werkewer van vennootskap duidelik voorkom: Met dien verstande dat subkontrakteurs letters wat minstens 50 mm hoog is, kan gebruik.

(2) Elke werkewer wat lid is van die Boland Master Builders' Association moet, benewens bogenoemde, 'n teken wat deur die Raad goedgekeur is, vertoon wat aandui dat sodanige werkewer lid van genoemde Vereniging is.

## 6. VERTONING VAN OOREENKOMS

'n Kopie van hierdie Ooreenkoms in beide amptelike tale, tesame met die kennisgewings wat by artikel 58 van die Wet vereis word, moet deur elke werkewer in elke werkinkel, werk en werkplek waar werk deur hom verrig word, in 'n opvallende plek wat vir alle werknemers toeganklik is, opgeplak word.

## 7. INDIENSNEMING VAN MINDERJARIGES

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

## 8. LEERLINGE

(1) Geen werkewer mag enigeen as 'n leerling in diens neem nie, tensy die skriftelike toestemming van die Raad vooraf verkry is: Met dien verstande dat sodanige toestemming nie in die geval van 'n minderjarige gegee mag word nie.

(2) Aansoek om toestemming om 'n leerling in diens te neem, moet by die Raad gedoen word deur die werkewer in die vorm en op 'n wyse soos voorgeskryf waarin onder andere vir die verskaffing van die volgende besonderhede voorsiening gemaak moet word:

(a) Die volle naam en geboortedatum of ouerdom van die betrokke persoon;

(b) die aard van die werk wat die leerling moet leer;

(c) die getal geregistreerde en goedgekeurde leerlinge wat reeds in diens is om sodanige werk te verrig; en

(d) die totale aantal werknemers, uitgesonderd leerlinge, wat in diens geneem is om sodanige werk te verrig.

(3) Die Raad is bevoegd om die diensvooraardes en leertyd in elke geval vas te stel en moet van die werkewer en die betrokke leerling vereis om 'n skriftelike kontrak aan te gaan ten opsigte van sodanige voorwaardes en tydperk en sodanige voorwaardes en/of leertyd mag nie gewysig word nie tensy die toestemming van die Raad vooraf skriftelik verkry is.

(4) Ondanks enige skriftelike kontrak wat ingevolge subklou-sule (3) aangegaan mag geword het, kan die Raad te eniger tyd by wyse van skriftelike kennisgewing sy toestemming vir die

of any learner if it considers there is a good reason to do so and, on receipt of such notification from the Council, the employer shall within seven days dispense with the services of the learner to whom the notification refers.

(5) When permission is withdrawn in terms of subclause (4), the employer shall within seven days of the notification return the contract referred to in subclause (3) to the Council for cancellation.

(6) No employer shall employ in any capacity any person who is employed under a registered contract of learnership with another employer unless prior permission is obtained from the Council and no employee who is employed under a registered contract of learnership shall offer himself for or accept employment with another employer unless he has obtained the prior permission of the Council.

#### 9. ILLEGAL EMPLOYMENT OF PERSONS

(1) No employer shall employ any person other than an artisan, apprentice, learner or trainee under the Training of Artisans Act, 1951, on artisans' work or permit or instruct any such person to do artisans' work.

(2) No employee shall instruct or permit any other employee (whether working under his supervision or not) other than an artisan, apprentice, learner or trainee under the Training of Artisans Act, 1951, to do artisans' work.

(3) For the purposes of this clause—

(a) "artisan" means any person employed in the Industry and/or in any one or more of the trades or subdivisions thereof enumerated under the definition of "Building Industry," who is not a trainee under the Training of Artisans Act, 1951, an apprentice, a learner, an operator of a hoist or power-driven crane, an operator of a floor sandpapering machine, an employee engaged in the polishing of stone and terazzo, a driver, an employee engaged on unskilled work, a watchman or an operative;

(b) "artisans' work" means employment in any one or more of the trades or subdivisions thereof enumerated under the definition of "Building Industry" but excluding operatives' work or unskilled work as defined in this Agreement.

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

#### 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 scheme. Any dispute arising out of the operation of this subclause may be submitted by either party to the Council for decision.

(3) *Labour only contracts.*—No employer shall give out and/or perform work on a "labour only contract" basis.

(4) No employee shall perform work on such a basis.

For the purposes of this clause, "labour only contract" shall include any contract in respect of which the contractor does not supply the required materials for the completion of the contract or the performance of the work.

#### 11. OPERATIVES

(1) (a) No employee other than an artisan, apprentice or trainee shall undertake operatives' work and no employer shall require or permit any employee other than an artisan to perform such work unless the employee concerned has been registered as an operative with the Council and issued by the Council with a certificate to that effect.

(b) No employer shall employ any person as an operative unless the written consent of the Council has first been obtained.

indienstneming van 'n leerling terugtrek indien hy beskou dat daar grondige redes bestaan om dit te doen, en by ontvangs van sodanige kennisgewing van die Raad moet die werkewer binne sewe dae afsien van die dienste van die leerling op wie die kennisgewing betrekking het.

(5) Wanneer toestemming ooreenkomsig subklousule (4) teruggetrek word, moet die werkewer binne sewe dae vanaf die kennisgewing die kontrak in subklousule (3) vermeld, vir kanslering aan die Raad terugstuur.

(6) Geen werkewer mag 'n persoon wat ooreenkomsig 'n geregistreerde leerkontrak by 'n ander werkewer in diens is in enige hoedanigheid in diens neem nie tensy die toestemming van die Raad vooraf verkry is, en geen werkemmer wat ooreenkomsig 'n geregistreerde leerkontrak in diens is, mag homself vir diens by 'n ander werkewer aanbied of sodanige diens aanvaar nie tensy hy vooraf die toestemming van die Raad verkry het.

#### 9. ONWETTIGE INDIENSNEMING VAN PERSONE

(1) Geen werkewer mag 'n ander persoon as 'n ambagsman, vakleerling, leerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, vir ambagswerk in diens neem nie of sodanige persoon toelaat of opdrag gee om ambagswerk te doen nie.

(2) Geen werkemmer mag 'n ander werkemmer (hetsoo 'n werkemmer onder sy toesig werk of nie) uitgesonderd 'n ambagsman, vakleerling, leerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, opdrag gee of toelaat om ambagswerk te verrig nie.

(3) Vir die toepassing van hierdie klousule beteken—

(a) "ambagsman" 'n persoon wat in diens is in die Nywerheid en/of in een of meer van die ambagte of onderafdelings daarvan wat in die omskrywing van "Bounywerheid" genoem word, wat nie 'n kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, 'n vakleerling, 'n leerling, 'n bediener van 'n hystoestel of kragaangedrewe hyskraan, 'n bediener van 'n vloerskuurmasjien, 'n werkemmer wat klip en terrassopleer, 'n drywer, 'n werkemmer wat ongeskoole werk verrig, 'n wag of 'n werksman is nie;

(b) "ambagswerk" werk in een of meer van die ambagte of onderafdelings daarvan wat in die omskrywing van "Bounywerheid" genoem word, maar sluit nie werksmanne se werk of ongeskoole werk in soos in hierdie Ooreenkoms omskryf nie.

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

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

(1) Die uitbesteding deur 'n werkewer, of die verrigting deur 'n werkemmer, van werk op 'n stukwerk en/of taakwerkgrondslag word verbied. Hierdie klousule is van toepassing ondanks die feit dat die werkemmer '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 werkewer en sy werkemmers, uitgesonderd vakleerlinge, 'n stelsel van aansporingsbetalings in te voer en te handhaaf: Met dien verstande dat die besoldiging en ander geldelike voordele wat die werkemmers toekom, as gevolg van die invoering en handhawing van sodanige stelsel nie minder mag wees nie as dié voorgeskryf in hierdie Ooreenkoms: 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, mag deur enige van die partye aan die Raad voorgelê word vir 'n beslissing.

(3) *Kontrakte vir slegs arbeid.*—Geen werkewer mag werk op 'n kontrakgrondslag van "slegs arbeid" uitbestee en/of verrig nie.

(4) Geen werkemmer mag werk op so 'n grondslag verrig nie.

By die toepassing van hierdie klousule sluit 'n kontrak van "slegs arbeid" ook in 'n kontrak ten opsigte waarvan die kontrakteur nie die benodigde materiaal vir die voltooiing van die kontrak of die verrigting van die werk verskaf nie.

#### 11. WERKSMANNE

(1) (a) Geen werkemmer, uitgesonderd 'n ambagsman, vakleerling of kwekeling, mag werksmanne se werk verrig nie en geen werkewer mag van 'n werkemmer, uitgesonderd 'n ambagsman, vereis of hom toelaat om sodanige werk te verrig nie, tensy die betrokke werkemmer by die Raad as 'n werksman geregistreer is en 'n sertifikaat met dié strekking deur die Raad aan hom uitgereik is.

(b) Geen werkewer mag 'n persoon as 'n werksman in diens neem nie tensy die skriftelike toestemming van die Raad vooraf verkry is.

(2) An operative shall on demand by any duly authorised official of the Council or when requested to do so by an employer, produce the registration card issued to him by the Council.

(3) No employer shall dismiss an artisan or artisans in his employ for the purpose of replacing them with an operative or operatives.

(4) No person under the age of 21 shall qualify for registration as operative.

(5) Registration as operative shall be obtained by applying through the medium of the employer concerned to the Council on the form prescribed by the Council.

(6) Subject to the provisions of this clause, no employer shall employ an operative unless he has at least one artisan in his employ continuously and thereafter he may employ one additional operative for every one artisan in excess of one in his employ.

(7) For the purposes of this clause "artisan" shall have the same meaning as in clause 9 (3) of this agreement.

(8) An employer shall inform the Council in writing of the dismissal of any operative.

(9) The Council may at any time by notice in writing, withdraw its consent to employ any operative, if in the opinion of the Council good reason exists to do so.

## 12. TRANSPORT AND LODGING ALLOWANCE

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

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

(2) suitable sleeping accommodation in proximity to the place of work or an allowance of—

(a) R1, in the case of employees referred to in clause 16 (1) (a), (b), (c), (d), (m) and (n); and

(b) R2, in the case of all other employees; in lieu thereof in respect of every night such employee spends away from his ordinary place of residence.

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

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

(a) on a Saturday or on a Sunday;

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

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

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

the other provisions of this clause—

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

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

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

(ac) for more than four hours on Saturday;

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

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

(ab) for more than nine hours and 25 minutes daily from Monday to Thursday inclusive; and eight hours 20 minutes on Fridays;

(ac) before 06h30 or after 18h00 except on Fridays when finishing time shall not be later than 16h30;

(iii) in the case of all other employees—

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

(ab) for more than nine hours daily from Monday to Thursday and eight hours on Fridays;

(ac) before 06h30 or after 18h30 except on Fridays when the finishing time shall be not later than 16h30.

(2) Op aanvraag van 'n behoorlik gemagtigde beampte van die Raad of wanneer hy daarom deur 'n werkewer versoek word, moet 'n werksman die registrasiekaart voorlê wat deur die Raad aan hom uitgereik is.

(3) Geen werkewer mag 'n ambagsman of ambagsmanne in sy diens ontslaan met die doel om hulle deur 'n werksman of werksmanne te vervang nie.

(4) Niemand onder die leeftyd van 21 mag in aanmerking kom vir registrasie as 'n werksman nie.

(5) Om registrasie as 'n werksman te verkry, moet deur bemiddeling van die betrokke werkewer daarom aansoek gedoen word by die Raad op die vorm deur die Raad voorgeskryf.

(6) Behoudens hierdie klousule, mag geen werkewer 'n werksman in diens neem nie tensy hy minstens een ambagsman voortdurend in sy diens het en daarna mag hy een bykomende werksman in diens neem vir elke een ambagsman in sy diens wat een te boe gaan.

(7) By die toepassing van hierdie klousule het "ambagsman" dieselfde betekenis as in klousule 9 (3) van hierdie Ooreenkoms.

(8) 'n Werkewer moet die Raad skriftelik verwittig van die ontslag van enige werksman.

(9) Die Raad kan te eniger tyd, by wyse van skriftelike kennis, sy toestemming vir die indiensneming van 'n werksman terugtrek indien daar na die Raad se mening grondige redes bestaan om dit te doen.

## 12. VERVOER- EN LOSIESTOELAE

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

(1) Waar sy werkewer nie vervoer verskaf nie: 'n Eersteklasspoorwegkaartjie en in die geval van werknemers wat ongeskoolde werk verrig, 'n derdeklasspoorwegkaartjie na en van die werkplek by die aanvang en beëindiging van sodanige werk;

(2) geskikte slaapplek in die nabyheid van die werkplek of 'n toelae van—

(a) R1 in die geval van werknemers bedoel in klousule 16 (1) (a), (b), (c), (d), (m) en (n); en

(b) R2 in die geval van alle ander werknemers;

in plaas daarvan ten opsigte van elke nag wat so 'n werknemer weg van sy gewone woonplek af deurbring.

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

(1) *Gewone werkure.*—Behoudens andersluidende bepalings in hierdie klousule, mag 'n werkewer nie vereis of toelaat dat 'n werknemer, uitgesonderd 'n wag, werk nie, en geen werkende werkewer of sy venoot 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 werkewer is, bouwerk wat normaalweg deur die Bouwywerheid 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 vakansiedae in klousule 15 (1) (b) voorgeskryf;

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

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

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

(aa) vir meer as 46 uur in enige week;

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

(ac) vir meer as vier uur op Saterdag;

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

(aa) vir meer as 46 uur in enige week;

(ab) vir meer as nege uur en 25 minute daagliks van Maandag tot en met Donderdag, en agt uur 20 minute op Vrydae;

(ac) voor 06h30 of na 18h00 behalwe op Vrydae wanneer uitskeityd nie later as 16h30 mag wees nie;

(iii) in die geval van alle ander werknemers—

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

(ab) vir meer as nege uur daagliks van Maandag tot en met Donderdag, en agt uur op Vrydae;

(ac) voor 06h30 of na 18h30, behalwe op Vrydae, wanneer uitskeityd nie later as 16h30 mag wees nie.

(2) *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—

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

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

(3) *Rest intervals.*—An employer shall grant to each of his employees for whom wages are prescribed in clause 16 (1) (j), (k) and (l) 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.

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

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

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

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

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

(ii) 15 hours in any one week.

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

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

(ii) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12h00 on the last working day prior to the day on which such overtime is to be worked. Such application shall give—

(aa) the name and address of the employer;

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

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

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

(ae) the number of employees in each category.

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

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

(b) in respect of overtime worked—

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

(ii) on Fridays;

(iii) on Saturdays prior to 17h00;

(iv) during the holiday periods prescribed in clause 15 (1) (a): one and one third times his basic hourly wage in respect of each hour or part of an hour so worked in any week;

(2) *Etenspouses.*—'n Werkewer mag nie van 'n werknemer vereis of hom toelaat om meer as vyf uur aan een 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—

(a) werktydperke wat onderbreek word deur pouses van minder as 30 minute, behoudens subklousule (3), geag word aan eenenlopend te wees;

(b) '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) *Rusposes.*—'n Werkewer moet aan elkeen van sy werknemers vir wie lone in klosule 16 (1) (j), (k) en (l) voorgeskryf word, so na as doenlik aan die middel van elke werktydperk in die voormiddag 'n ruspose van minstens 15 minute en so na as doenlik aan die middel van elke werktydperk in die namiddag 'n ruspose van minstens 10 minute toestaan, en gedurende sodanige rusposes mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om werk te verrig nie: Met dien verstande dat 'n werkewer en sy werknemers onderling kan ooreenkomaan om die oggendpouse tot 25 minute te verleng en daar dan geen middagpouse is nie.

(4) *Skofwerk.*—'n Werkewer 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 voorwaarde in subklousules (6), (7) en (8) voorgeskryf. Een van hierdie skofte moet gewerk word gedurende die gewone werkure in subklousule (1) (e) voorgeskryf. 'n Werknemer wat enige ander skof werk as die skof gedurende die gewone werkure moet die loon ontvang wat ingevolge klosule 16 betaalbaar is, plus 15 persent: Met dien verstande dat hierdie subklousule nie op 'n wag van toepassing is nie.

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

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

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

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

(ii) meer 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 12h00 op die laaste werkdag voor die dag waarop sodanige oortydwerk verrig moet word. Sodanige aansoek moet die volgende besonderhede bevat:

(aa) Die naam en adres van die werkewer;

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

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

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

(ae) die getal werknemers in elke klas.

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

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

(b) vir oortydwerk verrig—

(i) vir meer as een uur daagliks op Maandae tot en met Donderdae;

(ii) op Vrydae;

(iii) op Saterdae voor 17h00;

(iv) gedurende die vakansietydperke voorgeskryf in klosule 15 (1) (a):

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

<p>(c) in respect of overtime worked—</p> <p>(i) after 17h00 on Saturdays;</p> <p>(ii) on Sundays and up to the normal starting time on Mondays;</p> <p>(iii) on the public holidays referred to in clause 15 (1) (b): one and two thirds times his basic hourly wage in respect of each hour or part of an hour so worked in any week.</p>	<p>(c) vir oortydwerk verrig—</p> <p>(i) na 17h00 op Saterdae;</p> <p>(ii) op Sondaes en tot by die normale aanvangstyd op Maandae;</p> <p>(iii) op die openbare vakansiedae in klousule 15 (1) (b) vermeld;</p> <p>een en twee-derde maal sy uurloon vir elke uur of gedeelte van 'n uur wat hy aldus in enige week gewerk het.</p>
<p>(8) (a) Notwithstanding the provisions of subclause (5), where, in any working week, an employee absents himself from work during any or all of the ordinary hours of work which are observed by his employer's establishment, such ordinary hours not worked by such employee may be deducted from the hours of overtime worked by such employee and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—</p>	<p>(8) (a) Ondanks subklousule (5), wanneer 'n werknemer in enige werkweek van sy werk af wegblê gedurende enige van of al die gewone werkure wat vir sy werkgever se inrigting geld, kan sodanige gewone werkure wat die werknemer nie gewerk het nie, afgetrek word van die aantal ure wat die werknemer oortydwerk verrig het, en vir die ure wat aldus afgetrek word, moet die werknemer betaal word teen sy gewone loonskaal: Met dien verstande dat—</p>
<p>(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;</p> <p>(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;</p>	<p>(i) as die aantal gewone werkure wat die werknemer in enige week nie gewerk het nie meer is as die aantal ure waarin hy oortydwerk verrig het, daar vir al sodanige ure van oortydwerk betaal moet word teen die werknemer se gewone loonskaal;</p> <p>(ii) oortydwerk wat vir hoogstens een uur daagliks van Maandag tot en met Donderdag verrig word vir die toepassing van hierdie subklousule nie as oortydwerk beskou moet word nie;</p>
<p>(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.</p>	<p>(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 oortydariewe 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.</p>
<p>(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.</p>	<p>(b) 'n Werknemer wat veronreg voel omdat enige van die bepalings van subklousule (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 bekratig of sodanige ander uitspraak gee as wat na sy mening in so 'n geval gegee moes gewees het.</p>
<p>(9) <i>Watchmen.</i>—The provisions of this clause shall not apply to a watchman whose employer grants him a day off of 24 consecutive hours in respect of every week of employment: Provided that—</p>	<p>(9) <i>Wagte.</i>—Hierdie klousule is nie van toepassing nie op 'n wag wie se werkgever hom 'n diensvrye dag van 24 agtereenvolgende ure ten opsigte van elke week diens toestaan: Met dien verstande dat—</p>
<p>(a) he makes no deduction from his watchman's wages in respect thereof;</p> <p>(b) an employer may, in lieu of granting his watchman any such day off, pay such watchman the wage which he would have received if he had not worked on such day; plus an amount of not less than double his daily wage in respect of such day not granted.</p>	<p>(a) hy geen bedrag van sy wag se loon ten opsigte daarvan aftrek nie;</p> <p>(b) 'n werkgever, in plaas daarvan dat hy sodanige diensvrye dag aan sy wag toestaan, sodanige wag die loon kan betaal wat hy sou ontvang het indien hy nie op sodanige diensvrye dag gewerk het nie, plus 'n bedrag van minstens dubbel sy dagloon ten opsigte van sodanige diensvrye dag wat nie toegestaan is nie.</p>
<p>For the purposes of this subclause, "daily wage" means the weekly wage divided by six.</p>	<p>Vir die toepassing van hierdie subklousule beteken "dagloon" die weekloon gedeel deur ses.</p>
<p><b>14. RECORDS TO BE KEPT BY EMPLOYERS</b></p>	<p><b>14. REKORDS WAT DEUR WERKGEWERS GEHOU MOET WORD</b></p>
<p>(1) The provisions of section 57 (1) of the Industrial Conciliation Act, 1956, prescribing that every employer shall at all times keep, in respect of all persons employed by him, records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation, and the provisions of any regulations made in pursuance of subsection (2) of the said section, shall be deemed to be incorporated in this Agreement.</p>	<p>(1) Daar word geag dat artikel 57 (1) van die Wet op Nywerheidsoesoening, 1956, waarin voorgeskryf word dat elke werkgever te alle tye ten opsigte van alle persone in sy diens 'n rekord moet hou van besoldiging aan hulle betaal, van tyd wat hulle gewerk het en van sodanige ander besonderhede as wat by regulasie voorgeskryf is, en die bepalings van enige regulasies wat ingevolge subartikel (2) van genoemde artikel gemaak is, in hierdie Ooreenkoms ingelyf is.</p>
<p>(2) In addition to the particulars referred to in subclause (1), every employer shall keep a record, readily available for inspection at any time, of the Industrial Council number (otherwise known as the Holiday Fund or Pension Fund number) of every employee employed by him. In the case of Bantu employees the National identity number, as reflected in the employee's pass or reference book, shall be deemed to be his Industrial Council number for the purposes of this clause. In the case of all other employees the Industrial Council number is the number in the Council's records against which Holiday Fund, Medical Aid Fund or Pension Fund contributions are credited to such employee and is the number reflected in the employee's contribution book.</p>	<p>(2) Benewens die besonderhede in subklousule (1) vermeld, moet elke werkgever 'n rekord hou, wat geredelik beskikbaar is vir inspeksie te eniger tyd, van die Nywerheidsoosaadnommer (anders bekend as die Vakansiefonds- of Pensioenfondsnommer) van elke werknemer in sy diens. In die geval van Bantoe-werknemers moet die Nasionale persoonsnommer, soos in die werknemer se pas- of bewyseboek aangeteken, vir die toepassing van hierdie klousule as sy Nywerheidsoosaadnommer geag word. In die geval van alle ander werknemers is die Nywerheidsoosaadnommer die nommer in die Raad se rekords 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.</p>
<p>(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.</p>	<p>(3) Die rekords in hierdie klousule vermeld, moet op materiaal van duursame aard in duidelik leesbare letters met ink ingeskryf of ingetik word.</p>

## 15. ANNUAL AND PUBLIC HOLIDAYS

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

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

(i) commencing at 17h00 on 15 December 1977 and ending at 06h30 on 9 January 1978;

(ii) commencing at 17h00 on 15 December 1978 and ending at 06h30 on 8 January 1979;

(iii) commencing 17h00 on 14 December 1979 and ending at 06h30 on 7 January 1980;

(iv) commencing at 17h00 on 19 December 1980 and ending at 06h30 on 12 January 1981;

(b) on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, Boxing Day, New Year's Day, Republic Day, Kruger Day or on Settlers' Day, unless the written consent of the Council has first been obtained.

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

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

## 16. WAGES

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

	Per hour R
(a) Employees engaged on unskilled work.....	0,54
(b) Operator of a hoist.....	0,59
(c) Operator of a power-driven crane.....	0,62
(d) Operator of a floor sandpapering machine.....	0,62
Employees engaged in the polishing of stones and terrazzo	0,62
(e) Employees engaged on bituminous work and/or on the laying of asphalt and sheeting:	
Learners, during first year of learnership.....	0,60
Learners, during second year of learnership.....	0,66
Thereafter.....	0,78
(f) Employees engaged on putty glazing:	
Learners, during first year of learnership.....	0,61
Learners, during second year of learnership.....	0,66
Thereafter.....	0,84
(g) Employees engaged on roof tiling and roof slating:	
Learners, during first year of learnership.....	0,65
Learners, during second year of learnership.....	0,77
Thereafter.....	0,88
(h) Employees engaged on ceiling fixing:	
Learners, during first year of learnership.....	0,84
Learners, during second year of learnership.....	1,00
(i) Employees engaged in the fixing of corrugated asbestos sheets on all types of buildings or constructions, whether of steel or wood:	1,00
Provided that for every five or less employees engaged on the said work, at least one shall be paid not less than the wages prescribed in paragraph (l) of this subclause.	
(j) Operatives.....	0,82
(k) Employees engaged in the painting trade.....	1,51
(l) Employees engaged in all other trades (excluding apprentices and trainees)	1,67

Per week  
R

(m) Drivers of motor vehicles of a pay-load of six metric tons and over	35,29
Drivers of motor vehicles of a pay-load of three to six metric tons	29,84
Drivers of all other motor vehicles.....	26,03
(n) Watchmen.....	23,36

(2) The wages prescribed in subclause (1) shall be subject to adjustments, according to the following formula, with effect from the commencement of the second pay-week of any employee following publication in the *Government Gazette* by the Department of Statistics of the consumer price index figure, all items, for Cape Town for the months of May and November each year:

The wages prescribed in subclause (1) multiplied by the Consumer Price Index figure and divided by 188,8, the result to be rounded off to the nearest cent.

## 15. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

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

(i) wat om 17h00 op 15 Desember 1977 begin en om 06h30 op 9 Januarie 1978 eindig;

(ii) wat om 17h00 op 15 Desember 1978 begin en om 06h30 op 8 Januarie 1979 eindig;

(iii) wat om 17h00 op 14 Desember 1979 begin en om 06h30 op 7 Januarie 1980 eindig;

(iv) wat om 17h00 op 19 Desember 1980 begin en om 06h30 op 12 Januarie 1981 eindig;

(b) op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Gesinsdag, Nuwejaarsdag, Republiekdag, Krugerdag of op Setlaarsdag,

tensy die skriftelike toestemming van die Raad vooraf verkry is.

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

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

## 16. LONE

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

Per uur  
R

(a) Werknemers wat ongeskoole werk verrig.....	0,54
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(b) Bediener van 'n hystoestel.....	0,59
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(c) Bediener van 'n kragaangedrewe hyskraan.....	0,62
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(d) Bediener van 'n vloerskuurmajesien.....	0,62
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Werknemers wat klippe en terrazzo poleer.....	0,62
---	------

(e) Werknemers wat bitumineuse werk doen en of asfalt en beplating lê:	
--	--

Leerlinge, gedurende eerste jaar as leerling.....	0,60
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Leerlinge, gedurende tweede jaar as leerling.....	0,66
---	------

Daarna.....	0,78
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(f) Werknemers wat ruite met stopverf insit:	
--	--

Leerlinge, gedurende eerste jaar as leerling.....	0,61
---	------

Leerlinge, gedurende tweede jaar as leerling.....	0,66
---	------

Daarna.....	0,84
-------------	------

(g) Werknemers wat pan- en leidekking doen:	
---	--

Leerlinge, gedurende eerste jaar as leerling.....	0,65
---	------

Leerlinge, gedurende tweede jaar as leerling.....	0,77
---	------

Daarna.....	0,88
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(h) Werknemers wat plafonne aanbring:	
---------------------------------------	--

Leerlinge, gedurende eerste jaar as leerling.....	0,84
---	------

Leerlinge, gedurende tweede jaar as leerling.....	1,00
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Daarna, teen die tarief voorgeskryf in paragraaf (1) van hierdie subklousule.	
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(i) Werknemers wat geriffelde asbesplate aan alle tipies geboue of konstruksies, hetsy van hout of staal, aanbring	1,00
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Met dien verstaande dat vir elke vyf of minder werkneemers wat genoemde werk verrig, aan ten minste een minstens die lone voorgeskryf in paragraaf (1) van hierdie subklousule betaal moet word.

(j) Werksmanne.....	0,82
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(k) Werknemers in die verfambag.....	1,51
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(l) Werknemers in alle ander ambagte (uitgesonderd vakleerlinge en kwekelinge)	1,67
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Per week  
R

(m) Drywers van motorvoertuie met 'n loonvrag van ses metriekie ton en meer	35,29
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Drywers van motorvoertuie met 'n loonvrag van drie tot ses metriekie ton	29,84
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Drywers van alle ander motorvoertuie.....	26,03
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(n) Wagte.....	23,36
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(2) Die lone in subklousule (1) voorgeskryf, is onderworpe aan aanpassings, ooreenkomsdig die formule hieronder aangegee, met ingang van die tweede betaalweek van enige werkneemers wat volg op die publikasie in die *Staatskoerant* deur die Departement van Statistiek van die verbruikersprysindeksyfer, alle items, vir Kaapstad vir die maande Mei en November in elke jaar:

Die lone voorgeskryf in subklousule (1) vermenigvuldig met die verbruikersprysindeksyfer en gedeel deur 188,8, waarvan die resultaat tot die naaste sent afgerond moet word.

For the purposes of this clause, the term "Consumer Price Index figure" shall mean the price index figures for the months of May and November immediately preceding the adjustment as the case may be.

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

(4) An employee employed with the consent of the Registrar of Apprenticeship and in terms of the provisions of the Apprenticeship Act for a period without a contract of apprenticeship shall be paid wages not less than those laid down by the National Apprenticeship Committee for the Building Industry during such period.

(5) 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.

(6) *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.

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

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

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

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

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

## 17. PAYMENT OF WAGES AND OVERTIME

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

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

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

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

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

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

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

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

(a) Deductions provided for in clauses 18, 28, 29 and 30;

(b) deductions provided for in clauses 31 and 32;

Vir die toepassing van hierdie klousule beteken die uitdrukking "Verbruikersprysindekssyfer" die prysindekssyfers vir die maande Mei en November wat die aanpassing onmiddellik voorafgaan, na gelang van die gevall.

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

(4) 'n Werknemer wat met die toestemming van die Registrateur van Vakleerlinge en ingevolge die Wet op Vakleerlinge vir 'n tydperk sonder 'n leerkontrak in diens geneem word of in diens geneem is, moet gedurende sodanige tydperk 'nloon ontvang van minstens dié wat die Nasionale Komitee vir Vakleerlinge in die Bouwverwerheid voorgeskryf het.

(5) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder van 'n werknaem 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 werknaem van sy klas voorgeskryf word, en so 'n werknaem moet, so lank 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 werknaem van sy klas voorgeskryf word.

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

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 Bouwverwerheid 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 (uitgesonder in die oprigting van 'n nuwe gebou), op of van 'n hangsteier, bootsmanstoel, of 'n dak of skuifleer verrig word in verband met die opknapping, verbouing of herstel van sodanige gebou of die aanbring van verligting of die ophang van feestooisels;

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

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

## 17. BETALING VAN LONE EN OORTYDBESOLDIGING

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

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

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

(2) Betaling van alle besoldiging waarop 'n werknaem geregtig is, moet op die terrein waar so 'n werknaem werk of by die kantoor of werkinkel van die werkgever geskied.

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

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

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

(4) 'n Werkgever mag sy werknaem geen boetes ople of enige bedrae van sy werknaem se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) Afrekings waarvoor in klousules 18, 28, 29 en 30 voorseening gemaak is;

(b) afrekings waarvoor in klousules 31 en 32 voorseening gemaak is;

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

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

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

#### 18. TERMINATION OF EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

#### 19. PROHIBITED EMPLOYMENT

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.

#### 20. STORAGE AND PROVISION OF TOOLS

(1) Suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. All employees'

(c) enige bedrag wat 'n werkewer regtens of kragtens van ingevolge 'n bevel van 'n bevoegde hof mag afstrek;

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

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

#### 18. DIENSBEËINDIGING

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

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

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

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

Vir die toepassing van hierdie klousule, beteken "werkdag" enige dag wat voorgeskryf is in of wat bepaal mag word ooreenkomsdig klousule 13.

(2) Indien 'n werkewer ophou werk sonder dat hy sy werkewer kennis gegee het soos voorgeskryf in subklousule (1), mag die werkewer van die loon wat aan so 'n werkewer verskuldig is, 'n bedrag afstrek wat gelyk is aan die loon wat ingevolge klousule 16 aantalbaar is vir 'n tydperk gelyk aan sodanige kennisgewingtydperk.

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

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

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

(c) 'n Werkewer mag 'n werkewer nie as 'n dissiplinêre maatreël vir enige tydperk uit sy werk skors nie.

#### 19. VERBODE INDIENSNEMING

Behoudens artikel 83 van die Wet, en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepalings waarby die aanwerwing of indiensneming van 'n werkewer vir enige klas werk of op enige voorwaarde verbied word, geag die werkewer 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 aanwerwing of indiensneming nie verbied was nie; en die werkewer moet aanhou om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige aanwerwing of indiensneming nie verbied was nie.

#### 20. BERE EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkewer moet op elke werkplek geskikte toesluitplekke vir gereedskap verskaf, en die werkewer moet 'n verantwoordelik persoon op elke werkplek aanstel wat moet sorg dat sodanige plekke toegesluit word. Hierdie bepaling is nie op stukwerk van toepassing nie. Al die gereedskap van werkewers

tools in workshops and in lock-up places provided in terms of this subclause, shall be insured by the employer against loss by fire: Provided that this provision shall apply only when an employee's tools are marked with his name and such employee has provided the employer with an inventory of such tools and has furnished the employer a reasonable opportunity of checking such inventory. If any such tools are not insured the employer shall in any case be liable for any such loss.

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

(3) 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.

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

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

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

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

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

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

(ii) stake and riveting bars and drills of all sizes;  
 (iii) screwing tackle, such as stock, dies, taps and ratchets;  
 (iv) pipe-cutting tools and vices;  
 (v) special and heavy caulking irons and firepots;  
 (vi) metal pots and large ladles;  
 (vii) soldering-irons and blow lamps;  
 (viii) chisels, punches and wall-pins over 22½ cm in length;  
 (ix) files and hack-saw blades;  
 (x) mandrels over 5 cm in diameter;  
 (xi) rivet sets from No. 12 rivet and over, and grooving tools;

(xii) sheet metal worker's mallet and heavy dressers;  
 (xiii) punches over 6 mm in diameter;  
 (xiv) wrenches and tongs over 30 cm in length:

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

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

## 21. TOOL INSURANCE FUND

(1) (a) Each employer shall, in respect of each of his employees for whom wages are prescribed in clause 16 (1) (h), (k) and (l), excluding learners, pay an amount of one cent per week to the Council which amount shall be paid by the Council into the "Tool Insurance Fund for the Building Industry (Western Province)" (hereinafter referred to as the "Tool Fund").

(b) No payment in terms of paragraph (a) shall be made by an employer in respect of an employee who works less than 18 hours for him in any week.

(c) Where an employee is employed by two or more employers during the same week, the payment in terms of paragraph (a) for that week shall be made by the employer by whom such employee was first employed during that week for not less than 18 hours.

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

(2) The employees referred to in subclause (1) (a) shall be entitled to the benefits provided for under clause 21 of the Council's Agreement for the Cape Peninsula published under Government Notice R. 1780 of 8 October 1976 or any succeeding

in werkinkwinkels en in toesluitplekke wat ooreenkomsdig die bepalings van hierdie subklousule verskaf is, moet deur die werkewer verseker word teen verliese deur brand: Met dien verstande dat hierdie bepaling van toepassing is slegs wanneer 'n werknemer se gereedskap gemerk is met sy naam en so 'n werknemer die werkewer vir 'n inventaris van sodanige gereedskap voorsien en die werkewer 'n redelike geleenthed gegee het om sodanige inventaris na te gaan. Indien sodanige gereedskap nie verseker is nie, is die werkewer in elk geval aanspreeklik vir sodanige verlies.

(2) Van alle werknemer vir wie lone in klosule 16 (1) (h), (k) en (l) voorgeskryf word, uitgesonderd leerlinge, word vereis om hul eie gereedskapkiste te verskaf wat behoorlik toegesluit kan word en waarin hulle al hul gereedskap moet bêre wanneer sodanige gereedskap nie gebruik word nie, behalwe gereedskap wat vanwee hul lengte, fatsoen of grootte normalerwys nie in sodanige gereedskapkiste gebêre word nie.

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

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

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

(b) *Klipmesselaars en klipkappers*.—(i) Skerpgegemaakte gereedskap vir die bewerking van graniët of ander klip, vooraf gegiette klip of kungraniët;

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

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

(d) *Loodgieters en gasaanleërs*.—(i) Masjene wat in 'n werkinkel en in 'n werkplek gebruik word;

(ii) afsteekpenne en klinkstawe en bore van alle groottes;  
 (iii) draadsnygereedskap soos stokke en snymoere, snytappe en ratels;

(iv) pypsnygereedskap en skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepels;

(vii) soldeerboute en blaaslampe;

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

(ix) vyle en ystersaaglemme;

(x) drewels wat meer as 5 cm in deursnee is;

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

(xii) plaatmetaalwerkshamer en swaar klophamers;

(xiii) ponie wat meer as 6 mm in deursnee is;

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

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

(a) Verfkwasse van 2½ cm to 15 cm;

(b) blokborsels;

(c) stoffers; en

(d) stopverfmesse.

## 21. GEREEDSKAPVERSEKERINGSFONDS

(1) (a) Elke werkewer moet ten opsigte van elk van sy werkewers vir wie 'n loon in klosule 16 (1) (h), (k) en (l) uitgesonderd leerlinge, voorgeskryf word, 'n bedrag van een sent per week aan die Raad betaal en dié bedrag moet in die "Gereedskapversekeringsfonds vir die Bouwverheid (Westelike Provinsie)" (hierna die "Gereedskapfonds" bedoel), deur die Raad inbetaal word.

(b) 'n Werkewer moet geen bydrae ingevolge paragraaf (a) maak ten opsigte van 'n werknemer wat minder as 18 uur in 'n bepaalde week vir hom werk nie.

(c) Waar 'n werknemer deur twee of meer werkewers gedurende dieselfde week in diens geneem is, moet die bydrae ingevolge paragraaf (a) vir daardie week betaal word deur die werkewer by wie so 'n werknemer eerste gedurende dié week vir minstens 18 uur in diens was.

(d) Die bydrae voorgeskryf in paragraaf (a) moet deur 'n werkewer aan die Raad betaal word, *mutatis mutandis* op die wyse en in ooreenstemming met die prosedure en voorwaarde voorgeskryf in klosule 28: Met dien verstande dat die waarde van die seël wat op elke betaaldag aan elkeen van die betrokke werkewers uitgereik word ten opsigte van die Gereedskapfonds, een sent moet wees.

(2) Die werkewers in subklousule (1) (a) bedoel, is geregtig op die voordele bepaal in klosule 21 van die Raad se Ooreenkoms vir die Kaapse Skiereiland, gepubliseer by Goewernementskennisgewing R. 1780 van 8 Oktober 1976, of enige daaropvolgende

agreement for the Cape Peninsula, and the provisions of that clause shall *mutatis mutandis* apply to such employees and their employers.

## 22. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

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

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

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

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

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

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

## 23. SCAFFOLDING AND PLANT

An employer shall ensure that all plant and all machinery and every part thereof is of good construction, of suitable and sound material and of adequate strength for the purpose for which it is used.

### A. Supervision

(1) An employer shall cause all building work to be performed under the general supervision of a responsible person who shall be a competent person and who shall be appointed by him in writing.

(2) The person appointed in terms of this clause shall exercise supervision over the building work for which he is responsible and shall ensure that—

- (a) the provisions of this clause are complied with;
- (b) all plant and machinery is maintained in good condition and properly used; and
- (c) that all work is carried out in a safe manner and in accordance with the designs and specifications as approved by the appropriate authority.

### B. General safety measures

(1) An employer shall cause—

(a) all stairways, passageways, gangways, basements and other places where danger may exist through lack of natural light, to be adequately lighted;

(b) all stairways, passageways and gangways where practicable to be kept free from materials, waste or any other obstructions;

(c) all openings in floors, hatchways and stairways and any open sides of floors or buildings through or from which persons are liable to fall, to be adequately boarded over or to be fenced or enclosed with suitable rails or guards to a height of not less than 900 mm and not more than 1 100 mm from the ground or floor: Provided that such boarding or guarding may be omitted or removed for the time and to the extent necessary for the access of persons or the movement of materials;

(d) a suitable catch platform or net to be erected above an entrance or passageway or above a place where persons regularly work or pass, or the danger area to be adequately fenced off, if work is being performed above such entrance, passageway or place and there is a danger of persons being struck by falling material.

(2) No employer shall require or permit any person to, and no person shall, dispose of debris and material from an elevated position except by hoist or chute unless effective arrangements have been made to secure the safety of persons.

### C. Work in elevated positions

No employer shall require or permit any person employed on building work to perform any work in an elevated position unless such work can be performed safely from a ladder or a scaffold or from a position which is as safe as on a scaffold.

oorenkoms vir die Kaapse Skiereiland, en daardie klosule is *mutatis mutandis* van toepassing op sodanige werkgewers en hul werkneemers.

## 22. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

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

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

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

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

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

(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 ambagsmanne wat vir sodanige vervaardiging in diens geneem is, laer is as dié in klosule 16 (1) (I), voorgeskryf, mag in die Bou-nywerheid gebruik word nie.

## 23. STEIERWERK EN INSTALLASIES

'n Werkewer moet verseker dat alle installasies en alle masjinerie en elke deel daarvan goed gebou of opgerig is, dat dit sterk genoeg is vir die doel waarvoor dit gebruik word en dat dit gemaak is van materiaal wat geskik en sonder defekte is.

### A. Toesig

(1) 'n Werkewer moet toesien dat alle bouwerk verrig word onder die algemene toesig van 'n verantwoordelike persoon wat 'n bevoegde persoon moet wees en wat skriftelik deur hom aangestel moet word.

(2) Die persoon wat ingevolge hierdie klosule aangestel is, moet toesig uitoefen oor die bouwerk waarvoor hy verantwoordelik is en moet verseker dat—

- (a) die bepalings van hierdie klosule nagekom word;
- (b) al die uitrusting en masjinerie in 'n goeie toestand gehou en behoorlik gebruik word; en

(c) die werk op 'n veilige wyse verrig word en ooreenkloegend die ontwerpe en spesifikasies wat deur die toepaslike owerheid goedgekeur is.

### B. Algemene veiligheidsmaatreels

(1) 'n Werkewer moet sorg dat—

(a) alle trappe, gange, deurgange, kelderverdiepings en ander plekke waar daar weens gebrek aan natuurlike lig gevare mag bestaan op 'n toereikende wyse verlig is;

(b) alle trappe, gange en deurgange, waar doenlik, vry gehou word van materiaal, afval of ander hindernisse;

(c) alle openings in vloere, luikgate en trappe en enige oop kante van vloere of geboue waardeur of waarvandaan persone waarskynlik kan val, op 'n doeltreffende wyse toegemaak is met beskote of omhein of omsluit is met geskikte relings of skutte op 'n hoogte van minstens 900 mm en uiters 1 100 mm van die grond of vloer af: Met dien verstande dat sodanige beskot of skut van tyd tot tyd weggeelaat of verwanner kan word en wel in dié mate wat nodig is om persone toegang te verleen of materiaal te vervoer;

(d) 'n geskikte yangplatform of net opgerig word bokant 'n ingang of deurgang of bokant 'n plek waar persone gereeld werk of verby gaan, of dat die gevarelike plek behoorlik afgekamp word as werk bokant sodanige ingang, deurgang of vloer verrig word en daar gevare bestaan dat persone deur vallende voorwerpe getref kan word.

(2) Geen werkneemers mag van enigiemand vereis of hom toelaat om op 'n ander manier as per hystoestel of stortgeut puin en materiaal van 'n punt bokant die grond af weg te doen nie, tensy doeltreffende maatreels getref is om die veiligheid van persone te verseker, en niemand mag so iets doen nie.

### C. Werk in posisies bokant die grond

Geen werkewer mag van enigiemand wat vir bouwerk in diens geneem is, vereis of hom toelaat om werk in 'n posisie bokant die grond te doen nie tensy sodanige werk veilig verrig kan word vanaf 'n leer of 'n steier of van 'n posisie af wat net so veilig as op 'n steier is.

*D. Scaffold framework*

(1) An employer shall cause—

(a) scaffold standards to be firmly supported and secured against displacement and to be kept vertical except in the case of putlog scaffolds which shall incline slightly towards the structure;

(b) (i) standards to be spaced not more than 1,8 m, 2,4 m and 3 m apart in the case of high, medium and low mass loads respectively if constructed of steel and not more than 3 m apart if constructed of timber;

(ii) ledgers to be spaced not more than 2,1 m apart vertically;

(iii) put logs or transoms to be spaced not more than 1,5 m, 1,8 m and 2,4 m apart in the case of high, medium and low mass loads, respectively.

For the purposes of this subclause high, medium and low mass loads shall mean mass loads of not more than 375, 250 and 125 kg/m<sup>2</sup>, respectively;

(c) every member of a scaffold frame which is constructed of timber to have a diameter of not less than 75 mm or to have a section of equivalent strength.

(2) No employer shall use, or cause to be used, any scaffold unless it is—

(a) securely and effectively braced to ensure stability in all directions;

(b) secured at suitable vertical and horizontal distances to the structure on which work is being performed unless it is designed to be completely self-supporting;

(c) so constructed as to have a factor of safety of not less than four;

(d) inspected by a competent person at least once a week and after inclement weather.

(3) No employer shall require or permit—

(a) scaffolding, the supporting frame of which is constructed of timber, to exceed a height of 25 m;

(b) scaffolding to be erected, altered or taken down other than by or under the personal supervision of a competent person.

*E. Scaffold platforms*

(1) An employer shall cause—

(a) every scaffold platform which is constructed of timber to be of planks at least 228 mm wide by 38 mm thick;

(b) every plank which forms part of a scaffold platform to rest on at least three supports, except in the case of trestle scaffolds, and to project at least 150 mm at intermediate supports and not more than 230 mm at the end supports;

(c) every board of a scaffold platform to be securely fastened to prevent its displacement;

(d) every platform to be so boarded as to prevent materials and tools from falling through.

(2) An employer shall cause every working platform of a scaffold—

(a) to be not less than 912 mm wide, which shall include a clear and unobstructed passageway of not less than 456 mm: Provided that where a platform is used only as a gangway or where low mass loads as defined in subclause D (1) (b) are supported, a total platform width of 456 mm shall be sufficient;

(b) which is more than 2 m above the floor or ground to be provided with—

(i) substantial guard rails at least 900 mm and not more than 1 100 mm high on all sides of the platform except the side facing the structure;

(ii) toe-boards on all sides of the platform, except the side facing the structure, which shall be not less than 150 mm high from the level of the platform and in the case of wood not less than 25 mm thick so affixed that no open space exists between the toe-board and the platform;

(c) to be so arranged that the gap between the platform and structure does not exceed 75 mm: Provided that where workmen are required to sit whilst working, this distance may be increased to not more than 300 mm;

(d) to be kept free of waste, projecting nails or any other obstruction and to be maintained in a non-slippery state.

(3) No employer shall require or permit a working platform which is higher than 600 mm to be supported on a scaffold platform.

(4) An employer shall cause an additional guard rail to be provided at a height of 900 mm above every working platform which is supported on a scaffold platform.

(5) An employer shall cause convenient and safe access to be provided to every scaffold platform. Where such access is by means of ladders, the ladders shall be firmly supported at the base, shall extend to at least 900 mm beyond the platform at the top and shall be firmly secured.

*D. Steierraamwerk*

(1) 'n Werkewer moet sorg—

(a) dat steierstaanders stewig gestut en vasgemaak word sodat hulle nie kan verskuif nie en dat hulle regop gehou word, behalwe in die geval van kertelingsteiers, wat effens na die kant van die bouwerk moet oorhel;

(b) (i) dat staanders wat van staal gemaak is, hoogstens 1,8 m, 2,4 m en 3 m in die geval van onderskeidelik hoë-, medium- en laemassalaste van mekaar af gespasieer word en, indien hulle van hout gemaak is, hoogstens 3 m;

(ii) dat steierbalke hoogstens 2,1 m vertikaal van mekaar af gespasieer word;

(iii) dat kertelings of dwarsbalke hoogstens 1,5 m, 1,8 m en 2,4 m in die geval van onderskeidelik hoë-, medium- en laemassalaste van mekaar af gespasieer word.

Vir die doel van hierdie subklousule, beteken hoë-, medium- en laemassalaste, massalaste van onderskeidelik hoogstens 375, 250 en 125 kg/m<sup>2</sup>.

(c) dat elke deel van 'n steieraam wat van hout gemaak is 'n diameter van minstens 75 mm of 'n deursnee van gelyke sterkte het.

(2) Geen werkewer mag 'n steier gebruik of laat gebruik nie tensy—

(a) dit stewig en op 'n doeltreffende wyse verspan is ten einde te verseker dat dit in alle rigtings stabiel is;

(b) dit op geskikte vertikale en horisontale afstande vasgemaak is aan die bouwerk waaraan die werk verrig word, tensy dit so ontwerp is dat dit heeltemal vrystaande is;

(c) dit so opgerig is dat dit 'n veiligheidsfaktor van minstens vier het;

(d) dit minstens een maal per week en ná gure weer deur 'n bevoegde persoon geïnspekteer is.

(3) Geen werkewer mag vereis of toelaat—

(a) dat steierwerk waarvan die stutraam van hout gemaak is, meer as 25 m hoog is nie;

(b) dat steierwerk deur of onder die persoonlike toesig van enigiemand anders as 'n bevoegde persoon opgerig, verander of afgebreek word nie.

*E. Steierplatforms*

(1) 'n Werkewer moet sorg—

(a) dat elke steierplatform wat van hout gemaak is, bestaan uit planke wat minstens 228 mm breed en 38 mm dik is;

(b) dat elke plank wat deel van 'n platform uitmaak, op minstens drie stutte rus, behalwe in die geval van boksteiers, en dat sodanige plank minstens 150 mm by die tussenstutte en hoogstens 230 mm by die eindstutte verbysteek;

(c) dat elke plank van 'n steierplatform stewig vasgemaak is sodat dit nie kan verskuif nie;

(d) dat die planke van elke platform so aangebring word dat materiaal en gereedskap nie kan deurval nie.

(2) 'n Werkewer moet sorg dat elke werkplatform van 'n steier—

(a) minstens 912 mm wyd is, met 'n vry en onbelemmerde deurgang van minstens 456 mm: Met dien verstande dat, waar 'n platform alleenlik as 'n deurgang gebruik word of waar laemassalaste soos in subklousule D (1) (b) omskryf, ondersteun word, 'n totale platformwydte van 456 mm voldoen is;

(b) wat meer as 2 m bokant die vloer of grond is, voorsien is van—

(i) sterk skutrelings wat aan al die kante van die platform, uitgesonder die kant van die bouwerk, minstens 900 mm en uiters 1 100 mm hoog is;

(ii) stootstukke aan al die kante van die platform, uitgesonder die kant van die bouwerk, wat minstens 150 mm hoog van die vlak van die platform af moet wees en in die geval van hout minstens 25 mm dik moet wees, en sodanige stootstuk moet so aangebring word dat daar geen oop ruimte tussen die stootstuk en die platform is nie;

(c) so aangebring word dat die opening tussen die platform en die bouwerk hoogstens 75 mm wyd is: Met dien verstande dat, waar daar van werkslui vereis word om te sit terwyl hulle werk, hierdie opening hoogstens 300 mm mag wees;

(d) vry gehou word van afvalmateriaal, spykers wat uitsteek of enige ander belemmering en in so 'n toestand gehou word dat dit nie glibberig is nie.

(3) Geen werkewer mag vereis of toelaat dat 'n werkplatform wat hoër as 600 mm is, op 'n steierplatform gestut word nie.

(4) 'n Werkewer moet 'n addisionele skutreling laat aanbring op 'n hoogte van 900 mm bokant elke werkplatform wat deur 'n steierplatform gestut word.

(5) 'n Werkewer moet sorg dat daar gerieflike en veilige toegange tot elke steierplatform verskaf word. Waar sodanige toegang deur middel van lere verskaf word, moet die lere stewig by die voetstuk gestut word, minstens 900 mm bokant die platform verbysteek en stewig vasgemaak word.

(6) The provisions of this subclause shall also apply to any working platform from which building, demolition or excavation work is being performed.

#### F. Ramps

(1) No employer shall require or permit a ramp to be installed or used, the slope of which exceeds one vertical to  $1\frac{1}{2}$  horizontal.

(2) An employer shall cause every ramp—

(a) the slope of which renders additional foothold necessary and in every case where the slope is more than one vertical to four horizontal, to be provided with proper stepping laths which shall—

(i) be placed at suitable intervals; and

(ii) extend the full width of the ramp, except that they may be interrupted over a width of not more than 230 mm to facilitate the movement of barrows;

(b) which is more than 2 m high to be provided on both sides with hand rails and toe-boards to comply in all respects with the provisions of subclause E (2) (b) (i) and (ii).

#### G. Suspended scaffolds

No employer shall require or permit a suspended scaffold to be used unless—

(1) outriggers are—

(a) of steel, and have a factor of safety of not less than four;

(b) properly supported, suitably spaced and securely anchored other than by weight, at the inner end: Provided that in the case of outriggers anchored by means of weights, the arrangement thereof shall be approved by an inspector;

(c) provided with a stop at the outer end, or other means, to prevent displacement of the rope;

(2) the working platform is suspended by at least two independent steel wire ropes the factor of safety of which is not less than 10 based on the maximum load which each rope is required to support;

(3) lifting machines or lifting tackle are so constructed and maintained as to prevent accidental movement of the working platform and so situated that they are readily accessible for inspection and that the rope connections to the outriggers are vertically above the working platform attachments;

(4) the working platform is—

(a) not less than 456 mm and not more than 912 mm wide for light suspended scaffolds and not less than 912 mm wide for heavy suspended scaffolds;

(b) so suspended as to be as close as practicable to the structure on which work is being performed and secured at every working position to prevent relative horizontal movement between the platform and the structure;

(c) provided with substantial guard rails at least 900 mm and not more than 1 100 mm above and on all sides of the platform except the side facing the structure: Provided that in the case of a light suspended scaffold, guard rails, which may be not less than 750 mm high, shall be provided on all sides of the platform;

(d) provided on all sides, with toe-boards which shall be not less than 150 mm high from the level of the platform and in the case of wood not less than 25 mm thick and which shall be so installed that no open space exists between the toe-board and the platform: Provided that in the case of heavy suspended scaffolds the toe-boards facing the structure may be not less than 50 mm high from the level of the platform.

#### H. Boatswain's chair

An employer shall cause every boatswain's chair or similar appliance to be securely suspended and to be of such construction as to prevent any occupant from falling therefrom.

#### I. Cantilever and jib scaffolds

No employer shall require or permit a cantilever or jib scaffold to be used unless—

(i) the outriggers are of steel and have a factor of safety of not less than four;

(ii) it complies with the provisions of subclause E of this clause.

#### J. Trestle scaffolds

No employer shall require or permit a trestle scaffold to be used which is more than 3 m high or which is constructed in more than two tiers.

(6) Hierdie subklousule is ook van toepassing op werkplatforms waarvandaan bou-, slopende- of uitgrawingswerk verrig word.

#### F. Oploope

(1) Geen werkewer mag vereis of toelaat dat 'n oploope geïnstalleer of gebruik word waarvan die helling meer as een vertikaal tot  $1\frac{1}{2}$  horisontaal is nie.

(2) 'n Werkewer moet sorg dat elke oploope—

(a) waarvan die helling addisionele vastrapplek nodig maak, en ook in gevallen waar die helling meer as een vertikaal tot vier horisontaal is, voorsien word van behoorlike vastrapplatte wat—

(i) met gesikte tussenruimtes aangebring word; en

(ii) oor die hele breedte van die oploope strek, met dié uitsondering dat hulle oor 'n breedte van hoogstens 230 mm onderbreek mag word ten einde die beweging van kruwaens te vergemaklik;

(b) wat hoër as 2 m is, aan albei kante voorsien word van handrelings en stootstukke wat in alle opsigte aan die vereistes van subklousule E (2) (b) (i) en (ii) voldoen.

#### G. Hangsteiers

Geen werkewer mag vereis of toelaat dat 'n hangsteier gebruik word nie tensy—

(1) die kraanbalke—

(a) van staal is en 'n veiligheidsfaktor van minstens vier het;

(b) by die binnepunt behoorlik gestut, op 'n gesikte wyse gespasieer en stewig geanker is op 'n ander manier as deur middel van gewigte: Met dien verstande dat in die geval van kraanbalke wat deur gewigte geanker is, die inrigting daarvan deur 'n inspekteur goedgekeur moet word;

(c) by die buitepunt, of op 'n ander manier, van 'n stuiter voorsien is ten einde te voorkom dat die toue verskuif;

(2) die werkplatform aan ten minste twee onafhanglike staaldraadhoue hang waarvan die veiligheidsfaktor, gebaseer op die maksimum vrag wat elke tou vereis word om te dra, minstens 10 is;

(3) hystoestelle of hystakel so gebou en onderhou word dat die werkplatform nie per ongeluk kan verskuif nie, op sulke plekke aangebring word dat hulle geredelik toeganklik vir inspeksie is en die touverbinding met die kraanbalke vertikaal bokant die werkplatformaanhegtings is;

(4) die werkplatform—

(a) minstens 456 mm en uiter 912 mm in die geval van ligte hangsteiers en minstens 912 mm in die geval van swaar hangsteiers breed is;

(b) so hang dat dit so na as doenlik is aan die bouwerk waaraan daar gewerk word en in elke werkposisie so vasgebaar is dat relatiewe horisontale beweging tussen die platform en die bouwerk voorkom word;

(c) voorsien is van stewige skutrelings wat minstens 900 mm en uiter 1 100 mm bokant en aan alle kante van die platform, uitgesonderd die kant van die bouwerk, is: Met dien verstande dat, in die geval van 'n ligte hangsteier, skutrelings wat minstens 750 mm hoog is, aan al die kante van die platform aangebring moet word;

(d) aan al die kante voorsien is van stootstukke wat minstens 150 mm hoog van die vlak van die platform af moet wees en in die geval van hout minstens 25 mm dik moet wees en so aangebring moet word dat daar geen oop ruimte tussen die stootstuk en die platform is nie: Met dien verstande dat, in die geval van swaar hangsteiers, die stootstukke aan die kant van die bouwerk minstens 50 mm hoog van die vlak van die platform af moet wees.

#### H. Bootsmanstoel

'n Werkewer moet sorg dat elke bootsmanstoel of soortgelyke toestel stewig hang en so gebou is dat die persoon wat daarin is, nie daaruit kan val nie.

#### I. Vrydraer- en kraanarmsteiers

Geen werkewer mag vereis of toelaat dat 'n vrydraer- of kraanarmsteier gebruik word nie tensy—

(i) die kraanbalke van staal is en 'n veiligheidsfaktor van minstens vier het;

(ii) dit aan die bepalings van subklousule E van hierdie klousule voldoen.

#### J. Boksteiers

Geen werkewer mag vereis of toelaat dat 'n boksteier wat hoër as 3 m is of wat so gebou is dat dit uit meer as twee rye bestaan, gebruik word nie.

**K. Roof work**

An employer shall provide, and cause to be used, suitable roof ladders or duck or crawling boards for persons required to work on any roof having a pitch of more than 34 degrees or on any roof which is covered or is to be covered with material through which a person is liable to fall: Provided that suitable safety belts with an adequate length of rope attached to the structure may be used in place of roof ladders, duck or crawling boards on pitched roofs covered with non-fragile material.

**L. Demolition work**

(1) No employer shall require or permit demolition work or work incidental thereto to be carried out unless such work is done by or under the constant personal supervision of a responsible person who has had at least two years' practical experience in the demolition of structures and who has been appointed specifically for that purpose. Joint general charge of demolition work shall in no case be exercised by two or more persons.

(2) The responsible person shall ensure that—

(a) all electric, water, gas or other supply lines have been effectively disconnected from the source of supply before demolition work is commenced;

(b) no floor, roof or other part of the structure is so overloaded with debris or material as to render it unsafe;

(c) all practicable precautions are taken to avoid danger from collapse of the structure when any part of the framing of a framed or partly framed building is removed or when cutting reinforced concrete;

(d) precautions are taken by adequate shoring or by such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure.

**M. Builder's hoists**

(1) An employer shall cause the tower of every builder's hoist—

(a) to be secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for over-travel;

(b) to be enclosed on all sides at the bottom, and at all floors where persons are liable to be struck by moving parts of the hoist, except on the side or sides giving access to the conveyance, with walls or other effective means, to a height of at least 2 100 mm from the ground or floor level;

(c) to be provided with a door or gate at least 1 800 mm high at each landing, and such door or gate shall be kept closed except when the conveyance is at rest at that landing.

(2) An employer shall ensure that—

(a) the conveyance and counterweight, if any, of every builder's hoist is guided throughout its travel by rigid guides;

(b) no suspension rope is used unless it is constructed of steel wire of good quality and manufacture and has a factor of safety of not less than six based on the maximum load it is required to support;

(c) each suspension rope is free of joints and secured to the conveyance by splicing or suitable rope clamps or other means approved by an inspector;

(d) the suspension rope is securely attached to the drum and that at least two turns of rope remain on the drum at all times;

(e) the winding drum is provided with flanges to prevent the rope from slipping off and that the diameter of such drum, as well as any deflector pulley or sheave, is not less than 350 times the diameter of the largest outer wire in the rope;

(f) the hoist is provided with—

(i) an efficient brake by means of which the load can be effectively controlled;

(ii) an effective device on the operating lever so arranged as to prevent accidental movement of the lever;

(g) effective arrangements are made for clear signals for the operation of the hoist to be given from each landing at which the hoist is being used;

(h) the conveyance is so constructed as to prevent material from falling out.

(3) No employer shall require or permit and no person shall cause trucks, barrows or material to be conveyed on or in the conveyance unless such trucks, barrows or material are so secured or contained that displacement cannot take place during conveyance.

**K. Dakwerk**

'n Werkewer moet geskikte dagklere of plankmatte of kruipplanke verskaf en sorg dat dit gebruik word in die geval van persone wat werk moet verrig op 'n dak met 'n helling van meer as 34 grade of op 'n dak wat bedek is of bedek moet word met materiaal waardeur 'n persoon waarskynlik sal kan val: Met dien verstande dat geskikte veiligheidsgordels wat aan die bouwerk vasgemaak is met 'n tou wat lank genoeg is, gebruik kan word in plaas van daklere, plankmatte of kruipplanke op staandakke wat met 'n nie-breekbare materiaal bedek is.

**L. Sloopwerk**

(1) Geen werkewer mag vereis of toelaat dat slopingswerk of werk wat daarmee in verband staan, uitgevoer word nie tensy sodanige werk gedoen word deur, of onder die voortdurende persoonlike toesig van 'n verantwoordelike persoon wat minstens twee jaar praktiese ondervinding van die sloping van bouwerke het en wat uitdruklik vir daardie doel aangestel is. Gesamentlike verantwoordelikheid vir slopingswerk moet hoegegaamd nie deur twee of meer persone uitgeoefen word nie.

(2) Die verantwoordelike persoon moet verseker dat—

(a) alle elektrisiteits-, water-, gas of ander toevoerleidings op doeltreffende wyse van die toevoerbron afgesluit is voordat daar met die slopingswerk begin word;

(b) geen vloer, dak of ander deel van die bouwerk so met puin of materiaal oorlaai word dat dit onveilig is nie;

(c) alle praktiese voorsorgmaatreëls getref is ten einde die gevare te voorkom dat die bouwerk intuimel wanneer 'n deel van die raamwerk van 'n skeletgebou of 'n gebou wat gedeeltelik uit raamwerk bestaan; verwyder word of wanneer gewapende beton gesny word;

(d) voorsorgmaatreëls getref word deur middel van doeltreffende skoring of dié ander metodes wat nodig mag wees ten einde te voorkom dat 'n deel van die bouwerk of 'n aangrensende bouwerk per ongeluk intuimel.

**M. Bouhyzers**

(1) 'n Werkewer moet sorg dat die toring van elke bouhyzer—

(a) aan die bouwerk vasgemaak of verspan is met staalankertoue en dat dit soveel hoër as die hoogste uittreeplek is dat daar 'n onversperde en onbelemmerde ruimte van minstens 900 mm is vir 'n bak wat te hoog opgeheys word;

(b) aan die onderpunt en op elke verdieping waar persone deur bewegende dele van die hyser getref kan word, behalwe aan die kant of kante wat toegang tot die hyser verleen, deur mure of op 'n ander doeltreffende wyse omhein is tot op 'n hoogte van minstens 2 100 mm van die grond of vloervlak af;

(c) van 'n deur of hek wat minstens 1 800 mm hoog is, voorsien is op elke uittreeplek, en sodanige deur of hek moet toegehou word tensy die hyser op daardie uittreeplek stilstaan.

(2) 'n Werkewer moet verseker dat—

(a) die bak en die teenewig, as daar 'n teenewig is, van elke bouhyzer oor die hele beweegafstand daarvan geleei word deur onbuigbare leiers;

(b) geen hangtou gebruik word nie tensy dit bestaan uit staaldraad van 'n goeie gehalte en fabrikaat en 'n veiligheidsfaktor van minstens ses het wat gebaseer is op die maksimum vrag wat dit sal moet dra;

(c) elke hangtou sonder lasse is en dat dit aan die bak vasgemaak is deur middel van 'n splitslas of geskikte klemme of op 'n ander manier wat deur 'n inspekteur goedgekeur is;

(d) die hangtou strewig aan die wentol vasgemaak is en dat daar aan alle tye minstens twee slae van die tou op die wentol agterby;

(e) die wentol voorsien is van flense wat sal voorkom dat die tou afgly en dat die diameter van sodanige wentol, asook dié van 'n afleikatrol of -katrolwiel, minstens 350 maal die diameter van die dikste buitedraad in die tou is;

(f) die hyser voorsien is van—

(i) 'n doeltreffende rem deur middel waarvan die vrag op 'n doeltreffende wyse beheer kan word;

(ii) 'n doeltreffende toestel wat aan die bedieningshefboom vas is en só geplaas is dat die hefboom nie per ongeluk beweeg kan word nie;

(g) doeltreffende reëlings getref word waarvolgens duidelike tekens vir die werking van die hyser gegee kan word van elke uittreeplek af waar die hyser gebruik word;

(h) die bak so gebou is dat materiaal nie daaruit kan val nie.

(3) Geen werkewer mag vereis of toelaat dat trokke, kruwaens of materiaal op of in die bak vervoer word nie—en niemand mag dit ook laat doen nie—tensy sodanige trokke, kruwaens of materiaal só vasgemaak of só ingepak is dat dit nie kan verskuif terwyl dit vervoer word nie.

(4) No employer shall require or permit any person to and no person shall ride on a builder's hoist.

(5) An employer shall cause every builder's hoist to be inspected at least once every week by a person who has had at least one year's experience in the erection and maintenance of builders' hoist or similar work and who shall examine the entire hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices and who shall enter and sign the result of each such inspection in a record book which shall be kept for that purpose and which shall be retained by the builder for inspection by an inspector at any time. If as a result of any examination any weakness or defect is found, such weakness or defect shall be reported immediately to the builder and the hoist shall not be used until such weakness or defect has been rectified.

#### N. Excavations

(1) An employer shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares or whereby the safety of persons may be endangered to be—

(a) adequately protected by a barrier or fence at least 600 mm high and as close to the excavation as practicable;

(b) provided with red warning lights at night.

(2) No employer shall, except for the purpose of erecting, shoring or bracing, require or permit any person to, and no person shall, work in an excavation under unsupported overhanging material or in an excavation which is more than 1,5 m deep and which has not been adequately shored and braced: Provided that shoring and bracing shall not be necessary where the sides of the excavation are sloped to at least the natural angle of repose of the earth measured relatively to the horizontal plane, or where such excavation is in solid rock.

For the purposes of this paragraph "solid rock" shall mean homogeneous rock, free from dividing planes or fractures which under any circumstances may promote overlying material forming the sides of the excavation to move into the excavation.

(3) An employer shall cause all shoring and bracing to be supported by cross-braced of adequate strength, cleated and wedged into position or secured by other suitable means. Where the width of the excavation is such that cross-bracing is not possible, supporting braces shall bear against footings so arranged as to prevent the braces from kicking out.

(4) An employer shall ensure that the shoring and bracing is of sufficient strength to support all excavated or other material, equipment or other loads.

(5) An employer shall ensure that all excavated or other material and equipment is prevented from falling into the excavation.

(6) An employer shall cause convenient and safe means of access to be provided to every excavation in which persons are required to work and which is more than 1,5 m deep: Provided that where an excavation is longer than 50 m a safe means of access shall be provided at intervals of not more than 50 m.

(7) An employer shall ascertain as far as practicable the location and nature of underground services likely to be affected by the excavation and take such steps as may be necessary to prevent danger to persons.

(8) Where the stability of a structure is likely to be affected by an excavation, adequate steps shall be taken to ensure the stability of the structure and every employer shall take such steps as are necessary to ensure the safety of persons.

(9) An employer shall cause every excavation which is more than 1,5 m deep, including all bracing and shoring, to be inspected by a person who is competent to do so, at least once in every shift and before the commencement of work after rain, to ensure the safety of persons.

(10) An employer shall cause excavation work to be performed under the supervision of a responsible person who shall be competent to exercise such supervision and who shall be appointed by him in writing.

#### O

Any employee on premises where building work is performed, shall carry out any order given to him or which has been issued as a standing instruction by the employer, or by a person authorised by the employer, in accordance with, or for the proper observance of the provisions of this clause or in the interests of safety.

(4) Geen werkewer mag vereis of toelaat dat iemand op 'n bouhyser ry nie—en niemand mag dit ook doen nie.

(5) 'n Werkewer moet elke bouhyser minstens een maal elke week laat inspekteur deur 'n persoon wat minstens een jaar ondervinding van die oprigting en onderhoud van bouhysers of soortgelyke werk het, en sodanige persoon moet die hele hyser, met inbegrip van die leiers, toue en die aansluitings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheids-toestelle, ondersoek en die uitslag van elke sodanige inspeksie inskryf en onderteken in 'n verslagboek wat vir hierdie doel gehou moet word en wat deur die bouer bewaar moet word ter insae, te eniger tyd, deur 'n inspekteur. Indien daar, as gevolg van 'n ondersoek, 'n swakheid of defek gevind word, moet sodanige swakheid of defek onmiddellik aan die bouer geraporteer word en mag die hyser nie gebruik word nie totdat sodanige swakheid of defek verhelp of herstel is.

#### N. Uitdrawings

(1) 'n Werkewer moet elke uitdrawing wat vir die publiek toeganklik is of wat aan openbare paaie of deurgange grens of wat die veiligheid van persone in gevaar kan stel—

(a) op 'n doeltreffende wyse laat beskut deur 'n versperring of heining wat minstens 600 mm hoog en so na aan die uitdrawing as doenlik is;

(b) snags laat voorsien van rooi waarskuwingsligte.

(2) Geen werkewer mag, behalwe vir die doel van oprigtings-, skorings- of verspanningswerk, van enigiemand vereis of hom toelaat—en niemand mag dit ook doen nie—om werk te verrig nie in 'n uitdrawing onder oorhangende materiaal wat nie ondersteun is nie of in 'n uitdrawing wat dieper as 1,5 m is en nie op 'n doeltreffende wyse geskoor of verspan is nie: Met dien verstande dat skoring en verspanning nie nodig is nie waar die kante van die uitdrawing 'n skuinstel het wat minstens gelyk is aan die natuurlike rushoek van die grond, relatief tot die horizontale vlak gemeet, of waar sodanige uitdrawing in soliede rots is.

Vir die doel van hierdie paragraaf, beteken "soliede rots", homogene rots, vry van skotvlakke of breuke wat onder enige omstandighede bevorderlik is vir die instorting in die uitdrawing van oorhangende materiaal wat die sykante van die uitdrawing vorm.

(3) 'n Werkewer moet sorg dat alle skorings en verspannings gestut word deur kruisverspanstukke wat sterk genoeg is en in die regte posisie vasgeklamp, gekeil of op 'n ander geskikte manier vasesigt is. Waar die uitdrawing so wyd is dat kruisverspanning nie moontlik is nie, moet steunverspanstukke die voetstukke vasdruk en so aangebring word dat die verspannings nie kan uitskiet nie.

(4) 'n Werkewer moet verseker dat die skoring en verspanning sterk genoeg is om al die uitgegraafde of ander materiaal, uitrusting of ander vragte te kan stut.

(5) 'n Werkewer moet verseker dat alle uitgegraafde of ander materiaal en uitrusting nie in die uitdrawing kan afval nie.

(6) 'n Werkewer moet sorg dat gerieflike en veilige ingange verskaf word tot elke uitdrawing waarin mense moet werk en wat dieper as 1,5 m is: Met dien verstande dat, waar 'n uitdrawing langer as 50 m is, veilige ingange wat nie meer as 50 m van mekaar af is nie, verskaf moet word.

(7) 'n Werkewer moet sover doenlik vasstel waar en wat die aard is van ondergrondse dienste wat waarskynlik deur die uitdrawing geraak sal word en moet dié stappe doen wat nodig is om te voorkom dat mense aan gevaar blootgestel word.

(8) Waar die stabiliteit van 'n bouwerk waarskynlik deur 'n uitdrawing geraak sal word, moet daar doeltreffende stappe gedoen word om die stabiliteit van die bouwerk te verseker en moet elke werkewer dié stappe doen wat nodig is om die veiligheid van persone te verseker.

(9) 'n Werkewer moet elke uitdrawing wat dieper as 1,5 m is, met inbegrip van alle verspannings en skorings, minstens een maal gedurende elke skof en elke maal voordat daar met die werk begin word nadat dit gereën het, laat inspekteur deur iemand wat bevoeg is om dit te doen, ten einde die veiligheid van persone te verseker.

(10) 'n Werkewer moet toesien dat alle uitdrawingswerk verrig word onder die toesig van 'n verantwoordelike persoon wat bevoegd is om sodanige toesig uit te oefen en wat skriftelik deur hom aangestel moet word.

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'n Werknemér op persele waar bouwerk verrig word, moet enige bevel uitvoer wat aan hom gegee word of wat uitgereik is as 'n staande opdrag deur die werkewer of deur 'n persoon seur die werkewer daartoe gemagtig, in ooreenstemming met, of vir die behoorlike nakoming van, die bepalings van hierdie klousule of in belang van veiligheid.

*P*

No employee, other than an employee authorised by the employer or an employee entitled thereto by law, shall enter any premises where building work is performed. A notice to this effect shall be posted up by the employer in both official languages in a prominent place on or at the designated entrances to such premises.

*Q*

(1) No employee shall consume or offer to any other employee or have in his possession intoxicating liquor whilst performing building work.

(2) No employee under the influence of liquor shall enter or remain or shall be permitted by the employer to enter or remain on premises where building work is performed.

#### *R. Protective clothing and appliances*

An employer shall provide free of charge and maintain in good condition adequate protective clothing, appliances and material including, where necessary, safety belts, safety helmets, goggles, gloves or footwear, to any person who is exposed to the danger of falling, or to danger from falling or flying objects, or who is exposed to wet or dusty work which may be injurious to health, or to any person where required by an inspector.

For the purposes of this clause, "inspector" means an inspector appointed or deemed to have been appointed in terms of section 4 of the Factories, Machinery and Building Work Act, No. 22 of 1941.

#### 24. INCLEMENT WEATHER

(1) *Inclement weather allowance.*—In addition to any other remuneration payable in terms of this Agreement an employer shall pay to each of his employees for whom wages are prescribed in clause 16 (1) (a), (b), (c), (d), (e), (f), (g), (i) and (j), excluding learners, an allowance of 1c per hour in cash in respect of ordinary time worked, such allowance to be deemed to be an inclement weather allowance: Provided that such allowance shall be payable for not more than 40 hours in any one week.

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

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

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

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

#### 25. SANITARY ACCOMMODATION

(1) An employer shall provide proper and adequate sanitary accommodation on each job for Whites and Non-Whites separately: Provided that separate facilities shall also be provided for Bantu when the number of Bantu workers employed on any job exceeds five in number.

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

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

#### 26. REFRESHMENTS

(1) Every employer shall provide a person for the preparing of tea for his employees during the breaks provided for in clause 13 (2) and (3) and shall provide a proper hygienic utensil for boiling water.

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

#### 27. TRADE UNION OFFICIALS

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

*P*

Geen werknemer, uitgesondert 'n werknemer wat deur die werkewer daartoe gemagtig is of 'n werknemer wat by wet die reg daartoe het, mag 'n perseel waar bouwerk verrig word, binnegaan nie. 'n Kennisgewing met dié strekking moet deur die werkewer in albei amptelike tale op 'n opvallende plek op of by die aangewese toegange tot die perseel opgeplak word.

*Q*

(1) Geen werknemer mag bedwelmende drank gebruik of aan 'n ander werknemer aanbied of dit in sy besit hê terwyl hy bouwerk verrig nie.

(2) Geen werknemer wat onder die invloed van drank is, mag 'n perseel waar bouwerk verrig word, binnegaan of daarin vertoef of deur die werkewer toegelaat word om dit binne te gaan of daarin te vertoef nie.

#### *R. Beskermende klere en toestelle*

'n Werkewer moet toereikende beskermende klere, toestelle en materiaal, met inbegrip (waar nodig) van veiligheidsgordels, veiligheidshelms, stofbrille, handskoene of skoiesel, aan enigemand wat blootgestel word aan die gevaar dat hy mag val of aan die gevaar van voorwerpe wat mag val of uitskiet of wat blootgestel word aan nat of stowwige werk wat nadelig vir sy gesondheid mag wees of aan enigemand wat ten opsigte van wie 'n inspekteur dit mag vereis, gratis verskaf en dit in 'n goeie toestand hou.

Vir die toepassing van hierdie klousule, beteken "inspekteur" 'n inspekteur wat ingevolge artikel 4 van die Wet op Fabrieke, Majinerie en Bouwerk, No. 22 van 1941, aangestel is of geag word aangestel te wees.

#### 24. GURE WEER

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

(2) *Skuiling teen nat weer en kleedkamer.*—Op elke terrein waar bouwerssaamhede plaasvind, moet werkewers geskikte onderdak verskaf—

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

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

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

#### 25. SANITÈRE GERIEWE

(1) 'n Werkewer moet behoorlike en toereikende sanitêre geriewe op elke werkplek vir Blankes en Nie-Blankes afsonderlik verskaf: Met dien verstande dat afsonderlike geriewe ook verskaf moet word vir Bantoes wanneer die getal Bantoeewerkers wat by 'n werkplek in diens is, meer as vyf is.

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

(3) Sanitêre geriewe moet in alle gevalle voldoen aan die wetgewing van die plaaslike owerheid in wie se gebied die werkplek geleë is.

#### 26. VERVERSINGS

(1) Elke werkewer moet 'n persoon beskikbaar stel om tee vir sy werknemers te maak gedurende die posse voorgeskrif in klousule 13 (2) en (3) en moet 'n behoorlike en higiëniese houer vir kookwater verskaf.

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

#### 27. VAKVERENIGINGBEAMPTES

Beampstes van vakverenigings moet by die gewone uitvoering van hul pligte gedurende werkure toegang hê tot bouterreine en werkinkels, maar moet nie toegelaat word om in te meng met die werk van 'n werknemer nie of om 'n werknemer te nader sonder dat die toestemming van die werkewer of sy behoorlik gemagtigde verteenwoordiger op die bouterrein of in

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

## 28. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council every employer shall—

(a) deduct 5c per week from the wages of each of his employees for whom wages are prescribed in clause 16 (1) (b) (excluding learners), (k) and (l);

(b) deduct 1c per week from the wages of each of his employees for whom wages are prescribed in clause 16 (1) (a), (b), (c), (d), (e), (f), (g), (h) (learners only), (i), (j), (m) and (n);

and to the amounts so deducted the employer shall add an equal amount. The employer shall pay over the amounts so deducted to the Council in the manner prescribed in subclause (2): Provided that the provisions of this paragraph shall not apply in respect of an employee who has worked for less than 18 hours in any one week and where an employee has been employed by two or more employers in any one week, the deduction for that week shall be made by the employer by whom such employee was first employed during that week for not less than 18 hours.

(2) Every employer shall on each pay-day issue to each employee—

(a) referred to in subclause (1) (a) a stamp to the value of 10c;

(b) referred to in subclause (1) (b) a stamp to the value of 2c;

which stamps shall be legibly cancelled by the employer on issue with the employer's name and the date of issue.

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

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

(5) The Council may 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) Contribution books and stamps are not transferable nor can they be ceded or pledged.

## 29. HOLIDAY FUND, LEAVE PAY AND STABILISATION FUND

(1) (a) *Holiday Fund*.—In addition to any other remuneration payable in terms of this Agreement, an employer shall pay 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 15 (1) (a) as well as the public holidays referred to in clause 15 (1) (b):

Class of employee	Allocation Cents per hour
-------------------	---------------------------------

Employees for whom wages are prescribed in—

(i) clause 16 (1) (a), (b), (c), (d), (m) and (n).....	5
(ii) clause 16 (1) (j) and learners referred to in clause 16 (1) (e), (f), (g) and (h)	7
(iii) clause 16 (1) (e), (f), (g) and (i) (excluding learners)	9
(iv) clause 16 (1) (h), (k) and (l) (excluding learners).....	15

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

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

(3) *Contributions*.—(a) Every employer shall on each pay-day deduct from the remuneration due every week to each member of the

die werkinkel vooraf verkry is nie. Indien die beampete van die vakvereniging die werknemers wil toespeak of 'n onderhoud met meer as een werknemer wil voer, moet sodanige toespraak of onderhoud plaasvind gedurende die erkende possees soos in hierdie Ooreenkoms voorgeskryf.

## 28. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkewer—

(a) 5c per week aftrek van die loon van elkeen van sy werknemers vir wie lone voorgeskryf word in klousule 16 (1) (h) (uitgesonderd leerlinge), (k) en (l);

(b) 1c per week aftrek van die loon van elkeen van sy werknemers vir wie lone voorgeskryf word in klousule 16 (1) (a), (b), (c), (d), (e), (f), (g), (h) (slegs leerlinge), (i), (j), (m) en (n); en by die bedrag aldus afgetrek, moet die werkewer 'n bedrag voeg wat daarvan gelyk is. Die werkewer moet die bedrae aldus afgetrek aan die Raad oorbetaal op die wyse voorgeskryf in subklousule (2): Met dien verstande dat die bepalings van hierdie paragraaf nie van toepassing is ten opsigte van 'n werknemer wat minder as 18 uur in 'n bepaalde week gewerk het nie en waar 'n werknemer in die diens van twee of meer werkewers in 'n bepaalde week was, moet die aftrekking vir daardie week gemaak word deur die werkewer by wie hy eerste gedurende daardie week vir minstens 18 uur in diens was nie.

(2) Elke werkewer moet op elke betaaldag aan elke werknemer—

(a) in subklousule (1) (a) bedoel, 'n seël ter waarde van 10c;

(b) in subklousule (1) (b) bedoel, 'n seël ter waarde van 2c;

uitreik, wat die werkewer ten tyde van uitreiking op 'n leesbare wyse met sy naam en die datum van uitreiking moet rooier.

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

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

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

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

## 29. VAKANSIEFONDS, VERLOFBETALING EN STABILISASIEFONDS

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

Klas werknemer	Toelae Sent per uur
Werknemers vir wie lone voorgeskryf is in—	
(i) klousule 16 (1) (a), (b), (c), (d), (m) en (n).....	5
(ii) klousule 16 (1) (j) en leerlinge bedoel in klousule 16 (1) (e), (f), (g) en (h)	7
(iii) klousule 16 (1) (e), (f), (g) en (i) (uitgesonderd leerlinge)	9
(iv) klousule 16 (1) (h), (k) en (l) (uitgesonderd leerlinge)	15

(b) *Stabilisasiefonds*.—Benewens die Vakansiefondstoelae betaalbaar ingevolge paragraaf (a) en enige ander besoldiging, betaalbaar ingevolge hierdie ooreenkoms moet 'n werkewer aan elke lid van sy werknemers vir wie lone in klousule 16 (1) (h), (k) en (l) (uitgesonderd leerlinge) voorgeskryf is, ten opsigte van elke uur deur sodanige werknemer gewerk, 'n toelae van een sent betaal wat voorsiening maak vir sy bydrae tot die Stabilisasiefonds in subklousule (4) (a) bedoel.

(2) Die toelaes in subklousule (1) bedoel, is vir hoogsteens 40 uur in enige week betaalbaar, ongeag of sodanige tyd teen gewone of oorskakle gewerk was.

(3) *Bydrae*.—(a) Elke werkewer moet op elke betaaldag die bedrag hieronder vermeld van die besoldiging wat elke week aan elke lid

undermentioned classes of employees the contribution specified hereunder and pay such contribution to the Council each week:

Class of employee	Contribution Per week
Employees for whom wages are prescribed in—	R
(i) clause 16 (1) (a), (b), (c), (d), (m) and (n).....	2,00
(ii) clause 16 (1) (j) and learners referred to in clause 16 (1) (e), (f), (g) and (h)	2,80
(iii) clause 16 (1) (e), (f), (g) and (i) (excluding learners)	3,60
(iv) clause 16 (1) (h), (k) and (l) (excluding learners)	7,20

(b) The contribution referred to in paragraph (a) shall only be deducted from an employee's wage where such employee has worked for not less than 18 hours 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 not less than 18 hours.

(4) (a) Of the contribution referred to in subclause (3) (a) (iv) an amount of R1,20 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, any moneys standing to his credit in the Stabilisation Fund less amounts deducted, if any, in terms of paragraphs (c) and (d).

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

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

(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 for the value of any unused stamps. Application for such refund shall be made on or before 30 June in the year following that in which the stamps were issued.

(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) of this clause, unless such stamps are affixed in a contribution book obtained from the Council.

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

van ondergenoemde klasse werknemers verskuldig is, afstrek en sodanige bydrae elke week aan die Raad betaal:

Klas werknemer	Bydrae Per week
Werknemers vir wie lone voorgeskryf is in—	
(i) klosule 16 (1) (a), (b), (c), (d), (m) en (n).....	2,00
(ii) klosule 16 (1) (j) en leerlinge in klosule 16 (1) (e), (f), (g) en (h) bedoel	2,80
(iii) klosule 16 (1) (e), (f), (g) en (i) (uitgesondert leerlinge)	3,60
(iv) klosule 16 (1) (h), (k) en (l) (uitgesondert leerlinge)	7,20

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer vir minstens 18 uur in enige week vir dieselfde werkgewer gewerk het en wanneer 'n werknemer by twee of meer werkgewers gedurende dieselfde week in diens was, moet die afstrekking vir daardie week gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week vir minstens 18 uur in diens was.

(4) (a) Van die bydrae in subklosule (3) (a) (iv) bedoel, moet die werknemer met 'n bedrag van R1,20 gekrediteer word in 'n fonds (hierna die "Stabilisasiefonds" genoem).

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

(c) Die Raad is geregtig om enige uitstaande bedrae ten opsigte van vakverenigingledegeld wat deur 'n werknemer wat 'n lid is van enige van die vakverenigings wat partye by die Ooreenkoms is, van die bedrag tot sodanige werknemer se kredit in die Stabilisasiefonds af te trek en die bedrae aldus afgetrek, moet deur die Raad aan die betrokke vakvereniging oorbetaal word.

(d) Die Raad is geregtig om enige bedrag wat deur 'n werknemer aan die Mediese Hulpfonds van die Bounywerheid verskuldig is op die datum ingevolge paragraaf (b) deur die Raad bepaal, van die bedrag tot sodanige werknemer se kredit in die Stabilisasiefonds af te trek: Met dien verstande dat enige sodanige afstrekking beperk moet wees tot daardie gedeelte van enige eis waarvoor die werknemer ingevolge die reëls van die Mediese Hulpfonds aanspreeklik is.

(5) 'n Werkgewer moet op elke betaaldag aan elke werknemer van wie se loon 'n bydrae ingevolge subklosule (3) afgetrek is, een seël ter waarde van die aldus afgetrekte bedrag en op 'n leesbare wyse deur hom met sy naam en die datum van uitreiking gerojejer, uitrek.

(6) (a) Elke werknemer moet die seëls wat ooreenkommig subklosule (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 bydraeboekte wat deur die Raad uitgereik is, word erken en alle bydraeboekte 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 goedvind seëls en bydraeboekte in hierdie klosule bedoel, kombiner met ander seëls en bydraeboekte wat die Raad uitgereik het ten opsigte van ander fondse waarvoor daar in hierdie Ooreenkoms voorsiening gemaak word.

(7) Die seëls in subklosule (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 verky. Aansoek om sodanige terugbetaling moet gedoen word voor of op 30 Junie van die jaar wat volg op dié waarin die seëls uitgereik is.

(8) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet werknemers hul bydraeboekte 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 kredit staan, aan hulle betaal word.

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

(10) Indien 'n werknemer sou nalaat of versuim om binne 'n tydperk van ses kalendermaande vanaf die datum warop die vakansietydperk begin, die waarde van die seëls wat ingevolge subklosule (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

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

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

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

(sonder wetlike aanspreeklikheid) te eniger tyd magtiging verleen dat sodanige eise by die voorlegging van sodanige seëls betaal word uit geld wat ooreenkoms 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 goedvindende 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 doelendes 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) seëls uitgereik ingevolge subklousule (5) en wat by die Raad ingedien is, aan enigiemand anders behalwe die werknemer wie se naam deur die Raad ingeskryf is in die bydraeboek waarin dié seëls gehou word.

(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 "begunstige" genoem) betaal word.

Ingeval—

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

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

(c) die begunstigte 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 die kredit 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 depositonemende instelling wat deur die Registrateur 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, oordra, seder, verpand, verhipoteek en/of uitleen, verbeur onmiddellik alle reg op die waarde van sodanige seëls wat dan aan die algemene fondse van die Raad toeval.

(15) Geen seëls mag op 'n ander manier aan 'n werknemer uitgereik word nie as ooreenkoms hierdie klousule, en geen werknemer is geregtig nie 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.

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

(17) 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 gelikwiede 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.

(18) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement remains binding in terms of section 34 (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the Holiday 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 sub-clause (19) and, if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Holiday 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.

(19) Upon liquidation of the Holiday and Stabilisation Funds in terms of subclause (17) or (18) 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.

(20) *Apprentices.*—In addition to any other remuneration to which an apprentice is entitled, an employer shall pay to such apprentice the amount specified hereunder:

(a) *Annual leave period.*—The wages which the apprentice would have earned if he had worked for his employer during the prescribed annual leave period [inclusive of public holidays mentioned in clause 15 (1) (b) falling within such closed period], such amount to be paid on the last day prior to the commencement of the annual leave period: Provided that in the case of an apprentice whose contract of employment terminates prior to the last pay-day preceding the commencement of the annual leave period, the employer shall pay to such apprentice an amount of not less than one-quarter of the weekly wage in respect of each completed month of employment during the year preceding such leave.

(b) *Public holidays.*—The wages which the apprentice would have earned if he had worked for his employer on Good Friday, Easter Monday, Ascension Day, Kruger Day, Settlers Day, Day of the Covenant and Republic Day, such amount to be paid on the pay-day following the public holiday concerned.

### 30. 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:

<i>Class of employee</i>	<i>Allowance Cents per hour</i>
Employees for whom ages are prescribed in—	
(i) clause 16 (1) (a), (b), (c), (d), (j), (m) and (n)....	3
(ii) clause 16 (1) (e), (f), (g), (h), (i), (k) and (l) (excluding learners)	10

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

(2) *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.

<i>Class of employee</i>	<i>Contri- buti- on R</i>
Employees for whom wages are prescribed in—	
(i) clause 16 (1) (a), (b), (c), (d), (j), (m) and (n)....	1,60
(ii) clause 16 (1) (e), (f), (g), (h), (i), (k) and (l) (excluding learners)	5,20

(18) 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 Registrateur 'n komitee uit die geledere van die werkgewers en die werknemers in die Nywerheid aanstel op grondslag van gelyke verteenwoordiging van albei kante, en sodanige komitee moet voortgaan om die Vakansiefonds en die Stabilisasiefonds te administreer. 'n Vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of die werknemers, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersverteenvoerdigers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Registrateur, die administrasie van die Vakansiefonds 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, gelikwiede word op die manier uiteengesit in subklousule (19), en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwiede en sy bates verdeel is, moet die saldo van die Vakansiefonds en die Stabilisasiefonds ooreenkomsig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(19) By die likwidasie van die Vakansiefonds en die Stabilisasiefonds ooreenkomsig subklousule (17) of (18), moet die geld waarmee die Vakansiefonds en die Stabilisasiefonds gekrediteer is na betaling van alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, in die algemene fondse van de Raad gestort word.

(20) *Vakleerlinge.*—Benewens die besoldiging waarop 'n vakleerling geregtig is, moet 'n werknemer so 'n vakleerling die bedrag betaal wat hieronder gespesifieer word:

(a) *Jaarlikse verloftydperk.*—Die loon wat 'n vakleerling sou verdien het as hy gedurende die voorgeskrewe jaarlike verloftydperk [met inbegrip van openbare vakansiedae bedoel in klosule 15 (1) (b) wat binne sodanige geslote tydperk val] vir sy werkgewer gewerk het, en sodanige bedrag moet op die laaste dag voor die begin van die jaarlike verloftydperk betaal word: Met dien verstande dat, in die geval van 'n vakleerling wie se dienskontrak beëindig word voor die laaste betaaldag wat die begin van die jaarlike verloftydperk voorafgaan, die werkgewer aan so 'n vakleerling 'n bedrag moet betaal van minstens een kwart van die weekloon ten opsigte van elke voltooide maand diens gedurende die jaar wat sodanige verlof voorafgegaan het.

(b) *Openbare vakansiedae.*—Die loon wat die vakleerling of minderjarige sou verdien het as hy op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Krugerdag, Setlaarsdag, Geloftedag en Republiekdag vir sy werkgewer gewerk het, en sodanige bedrag moet betaal word op die betaaldag wat volg op die betrokke vakansiedag.

### 30. PENSIOEN- OF SOORTGELYKE FONDS

(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 toelaes hieronder gespesifieer, betaal.

<i>Klas werknemer</i>	<i>Toelae Sent per uur</i>
Werknemers vir wie lone voorgeskryf is in—	
(i) klosule 16 (1) (a), (b), (c), (d), (j), (m) en (n)....	3
(ii) klosule 16 (1) (e), (f), (g), (h), (i), (k) en (l) (uitgesonderd leerlinge)	10

(b) Die toelaes in paraagraaf (a) bedoel, sal vir hoogstens 40 uur in enige week betaalbaar wees ongeag of sodanige tyd teen gewone of oortydskale gewerk was.

(2) *Bydrae.*—(a) Elke werkgewer moet op elke betaaldag die bedrag hieronder vermeld van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, astrek en sodanige bydrae elke week aan die Raad betaal.

<i>Klas werknemer</i>	<i>Bydrae R</i>
Werknemers vir wie lone voorgeskryf is in—	
(i) klosule 16 (1) (a), (b), (c), (d), (j), (m) en (n)....	1,60
(ii) klosule 16 (1) (e), (f), (g), (h), (i), (k) en (l) (uitgesonderd leerlinge)	5,20

(b) The contribution referred to in paragraph (a) shall only be deducted from an employee's wage where such employee has worked for not less than 18 hours 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 during that week for not less than 18 hours.

(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 paragraph (a), the Council shall be entitled to—

(i) enter into an agreement or agreements or to continue an existing agreement or agreements with the Federated Employers' Insurance Company Limited for the establishment of a satisfactory pension or like fund or funds. Copies of all rules relating to such schemes shall be lodged with the Secretary for Labour with whom copies of all alterations or amendments thereto shall also from time to time be lodged;

(ii) establish such schemes as it may deem fit with the object of providing pension or like benefits for those employees for whom contributions are prescribed in subclause (2).

(4) An employer shall on each pay-day issue to each employee from whose wage a contribution has been deducted in terms of subclause (2), one stamp to the value of the amount so deducted, which stamp shall be legibly cancelled by the employer with his name and 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) With the exception of subclause (1), the provisions of this clause shall *mutatis mutandis* apply to foremen who are employed in factories and workshops.

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

(9) The Council shall cause full and true accounts of the pension or like fund to be kept and shall cause to be prepared an annual account for the period ending 31 December of each year. Every such account shall be certified by the auditor/s of the Council who shall be a public accountant/s and shall be countersigned by the Chairman of the Council, and shall, within six months after the close of the period covered by it, be transmitted to the Secretary for 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.

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

### 31. SICK BENEFIT DEDUCTION

(1) Every employer shall at the written request of an employee in his employment who is a member of any of the trade unions which are parties to the Agreement, and for whom wages are prescribed in clause 16 (1) (h), (k) and (l) (excluding learners), deduct from the wages of each such employee an amount of 80c per week for the purpose of a sick benefit fund.

(b) Die bydrae in paragraaf (a) bedoel, moet van 'n werknemer se loon afgetrek word slegs waar sodanige werknemer vir minstens 18 uur in enige week vir dieselfde werkgever gewerk het en wanneer 'n werknemer by twee of meer werkgewers 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 vir minstens 18 uur in diens was.

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

(b) Vir die doel om die oogmerke van paragraaf (a) te implementeer, is die Raad daartoe geregtig om—

(i) 'n ooreenkoms of ooreenkomste aan te gaan of 'n bestaande ooreenkoms of ooreenkomste voort te sit met die Federated Employers' Insurance Company Limited vir die instelling van 'n bevredigende pensioen- of soortgelyke fonds of fondse. Kopieë van alle reëls wat betrekking het op sodanige skemas moet by die Sekretaris van Arbeid ingedien word by wie kopieë van alle veranderinge of wysigings daarvan ook van tyd tot tyd ingedien moet word;

(ii) skemas wat hy paslik ag in te stel met die doel om pensioen- of soortgelyke voordele te verskaf aan dié werknemers vir wie bydraes in subklousule (2) voorgeskryf 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 die datum van uitreiking gerojejer wees.

(5) (a) Die seëls wat ooreenkomstig subklousule (4) aan elke werknemer uitgereik is, moet deur so 'n werknemer in 'n bydraeboek geplak word wat van die Sekretaris van die Raad verkry en deur die werknemer bewaar moet word.

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

(c) Die Raad kan na goedvindie die seëls en bydraeboeke in hierdie klousule bedoel, kombineer met ander seëls en bydraeboeke wat die Raad uitgereik het ten opsigte van enige ander fonds 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 reservervoorraad 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 maande na verstryking van die jaar waarin genoemde seëls uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(7) Met uitsondering van subklousule (1), is hierdie klousule *mutatis mutandis* van toepassing op voormanne wat in fabriekse en werkinkwells in diens is.

(8) 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 uitdiens-treding te sterwe sou kom.

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

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

### 31. AFTREKKING VIR SIEKTEBYSTAND

(1) Elke werkgever moet, op skriftelike versoek van 'n werknemer in sy diens wat 'n lid is van enigeen van die vakverenigings wat 'n party by die Ooreenkoms is en vir die lone in klousule 16 (1) (h), (k) en (l) voorgeskryf word (uitgesonderd leerlinge), 'n bedrag van 80c per week van die loon van elke sodanige werknemer aftrek vir die doel van 'n siektebystands-fonds.

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

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

(4) No payment or deduction shall be made in terms of subclause (1) by an employer in respect of an employee who works less than 18 hours for him in any week.

(5) Where an employee is employed by two or more employers during the same week, the deduction and contribution in terms of subclause (1), shall be made by the employer by whom he was first employed during that week for not less than 18 hours.

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

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

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

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

(10) The Council shall pay to the Western Province Building and Allied Trades Sick Fund all moneys collected in respect of stamps purchased by employers in terms of subclause (3) of this clause less a collection fee of one 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.

### 32. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall at the written request of an employee and subject to the production of a current contribution book containing proof of membership of a trade union deduct an amount of 33c for trade union subscriptions payable, from the remuneration due every week to each of his employees who is a member of the trade unions and for whom wages are prescribed in clause 16 (1) (h), (k) and (l) (excluding learners): Provided that the provisions of this subclause shall not apply in respect of any such employee who has worked for the same employer less than 18 hours in any one week: Provided further that where an employee is 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 during that week for not less than 18 hours.

(2) The employer shall in respect of the amounts deducted by him in terms of subclause (1) issue on each pay-day to each of the employees concerned one stamp to the value of 33c 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.

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

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

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

(4) 'n Werkgever mag nie 'n betaling of aftrekking ingevolge subklousule (1) doen nie ten opsigte van 'n werknemer wat minder as 18 uur vir hom in 'n week werk.

(5) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers werk, moet die aftrekking en bydrae ingevolge subklousule (1) gedoen word deur die werkgever by wie hy eerste gedurende daardie week vir minstens 18 uur in diens was.

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

(7) Die Raad kan na goedvindie 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.

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

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

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

### 32. LEDEGELD VIR VAKVERENIGINGS

(1) Elke werkgever moet op skriftelike versoek van 'n werknemer en mits hy 'n geldende bydraeboek voorlê wat bewys bevat dat hy lid van 'n vakvereniging is 'n bedrag van 33c as ledebedeling wat elke week verskuldig is aan elkeen van sy werknemers wat lid is van die vakverenigings en vir wie lone in klousule 16 (1) (h), (k) en (l) voorgeskryf word (uitgesonderd leerlinge): Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van enige sodanige werknemer wat in 'n bepaalde week minder as 18 uur vir dieselfde werkgever gewerk het: Voorts met dien verstande dat waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens was, die bedrag vir daardie week afgetrek moet word deur die werkgever by wie hy gedurende daardie week die eerste in diens was vir minstens 18 uur.

(2) Die werkgever moet ten opsigte van die bedrae wat hy ingevolge subklousule (1) afgetrek het, op elke betaaldag aan elkeen van die betrokke werknemers een seël ter waarde van 33c uitrek wat hy op 'n leesbare wyse met sy naam en die datum van uitreiking moet rooier.

(3) Die werkgever 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 werkgever '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 goedvindie die seëls en bydraeboeke wat in hierdie klousule bedoel word, kombineer met ander seëls en bydraeboeke wat die Raad uitrek ten opsigte van 'n ander fonds waarvoor daar voorsiening in hierdie Ooreenkoms gemaak word.

(6) Die Raad moet alle geld ingevorder ten opsigte van seëls wat werkgewers ingevolge subklousule (3) aangekoop het, elke maand aan die vakverenigings betaal na aftrekking van invorderingskoste van een persent op die bruto verkoop 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.

### 33. SPECIAL MEMBERSHIP LEVY — EMPLOYERS

(1) Every employer who is a member of the Boland Master Builders' Association shall pay to the Council an amount of 10c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than 18 hours with a member employer in any one week.

(3) Where an employee has worked for two or more members of the Boland Master Builders' Association during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for 18 hours or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary of the Council before the seventh day of each month following that in respect of which the payments are made together with a statement in such form as the Council may prescribe indicating the number of employees in respect of whom payment is made and certifying that the amount paid is in accordance with the provisions of this clause.

(5) The Council shall within one month following the month of collection forward to the Boland Master Builders' Association the total amount of contributions received in terms of this clause less a collection fee of one per cent, which amount shall accrue to the general funds of the Council.

### 34. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (South Africa)], hereinafter referred to as the "National Fund", hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall contribute to the National Fund an amount of 7c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement: Provided that—

(i) no payment shall be made by an employer in respect of an employee who works less than 18 hours for him in any week; and

(ii) where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 18 hours.

(3) The procedure prescribed in clause 28 relative to the manner in which payments shall be made to the Council, shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(4) The Council shall, within one month following the month of collection, pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of one per cent, which amount shall accrue to the general funds of the Council.

(5) Copies of the constitution and of the audited annual accounts and balance sheets of the National Fund for each financial year, shall be lodged with the Council and with the Secretary for Labour. For the purposes of this subclause the terms "constitution" shall include any amendments to the Constitution adopted from time to time.

### 35. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the "Training Fund", (hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Every employer shall, subject to the provisions of sub-clauses (3) and (4) hereof, contribute to the Training Fund an amount of 30c per week in respect of every employee employed by him for whom wages are prescribed in this Agreement.

(3) No payment shall be made by an employer in respect of an employee who works less than 18 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment in respect of that week shall be made by the employer by whom he was first employed during that week for not less than 18 hours.

(5) The procedure prescribed in clause 28 shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said Training Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of one per cent, which amount shall accrue to the general funds of the Council.

### 33. SPESIALE LIDMAATSKAPHEFFING—WERKGEWERS

(1) Elke werkgever wat lid is van die Boland Master Builders' Association moet ten opsigte van elke werknemer wat by hom in diens is en vir wie daar lone in hierdie Ooreenkoms voorgeskryf word 'n bedrag van 10c per week aan die Raad betaal.

(2) Geen bedrag moet ingevolge subklousule (1) betaal word ten opsigte van 'n werknemer wat minder as 18 uur in 'n bepaalde week vir 'n werkgeverlid gewerk het nie.

(3) Indien 'n werknemer gedurende 'n bepaalde week vir twee of meer lede van die Boland Master Builders' Association gewerk het, moet die werkgever by wie hy eerste gedurende daardie week vir minstens 18 uur in diens was, die bedrag bedoel in subklousule (1) betaal.

(4) Bedrae wat ingevolge hierdie klousule betaalbaar is, moet voor die sewende dag van elke maand wat volg op dié ten opsigte waarvan die bedrae betaal word, deur die werkgever aan die Sekretaris van die Raad aangestuur word, tesame met 'n staat in dié 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.

(5) Die Raad moet binne een maand wat volg op die maand van invordering, die totale bedrag aan bydraes ontvang ingevolge hierdie klousule, min invorderingskoste van een persent, wat aan die algemene fondse van die Raad toeval, aan die Boland Master Builders' Association stuur.

### 34. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat in die lewe geroep is deur die Federasie van Bounywerhede (Suid-Afrika)], hierna die "Nasionale Fonds" genoem, verleen hy hierby magtiging om bydraes in te vorder ooreenkommstig die prosedure hieronder uiteengesit ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Nasionale Fonds uiteengesit is.

(2) Elke werkgever moet 'n bedrag van 7c per week tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat—

(i) 'n werkgever geen bedrag betaal ten opsigte van 'n werknemer wat minder as 18 uur in 'n week vir hom werk nie; en

(ii) waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, die werkgever by wie hy die eerste gedurende daardie week vir minstens 18 uur in diens was, die bedrag vir daardie week moet betaal.

(3) Die prosedure voorgeskryf in klousule 28 met betrekking tot die wyse waarop bedrae aan die Raad betaal moet word, is *mutatis mutandis* van toepassing op die betaling van bydraes ooreenkommstig hierdie klousule.

(4) Die Raad moet binne een maand wat volg op die maand van invordering, die totale bedrag van die bydraes wat hy ooreenkommstig subklousule (2) ingevorder het, min invorderingskoste van een persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds betaal.

(5) Kopieë van die konstitusie en die geouditeerde jaarlike rekenings en balansstate van die Nasionale Fonds vir elke boekjaar, moet by die Raad en by die Sekretaris van Arbeid ingediend word. Vir die toepassing van hierdie subklousule beteken die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

### 35. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Federasie van Bounywerhede (S.A.)], hierna die "Opleidingsfonds" genoem, verleen hy hierby magtiging om bydraes in te vorder in ooreenstemming met die prosedure hieronder uiteengesit, ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Opleidingsfonds uiteengesit is.

(2) Behoudens subklousules (3) en (4) hiervan, moet elke werkgever 30c per week aan die Opleidingsfonds bydra vir elke werknemer in sy diens vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) 'n Werkgever moet geen bedrag betaal ten opsigte van 'n werknemer wat minder as 18 uur per week vir hom werk nie.

(4) Waar 'n werknemer gedurende dieselfde week by twee of meer werknemers in diens was, moet die werkgever by wie hy die eerste gedurende daardie week vir minstens 18 uur in diens was, die bedrag vir daardie week betaal.

(5) Die prosedure in klousule 28 voorgeskryf, moet *mutatis mutandis* toegepas word by die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingskoste van een persent, wat aan die algemene fondse van die Raad toeval, aan genoemde Opleidingsfonds betaal.

(7) Copies of the constitution and of audited accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Secretary for Labour. For the purposes of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

### 36. AGENTS

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

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

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

(b) to question, in the presence of or apart from others, as he deems fit, any employer or employee, regarding matters relating to this Agreement;

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

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

(4) Every employer who, or employers' organisation or trade union which is a party to the Council and all persons who are members of such employers' organisation or trade union shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclauses (2) and (3).

### 37. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason: Provided that exemption from any of the provisions of clause 23 shall not be granted unless prior approval of the Department of Labour has been obtained in writing.

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

(3) A certificate of exemption under the signature of the Chairman or Secretary of the Council shall be issued to every employer or employee exempted.

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

### 38. ADMINISTRATION OF AGREEMENT

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

### 39. GENERAL

Nothing in this Agreement contained shall be construed as absolving any employer or employee from the provisions of any other enactment or proclamations, or any by-laws, or regulations framed thereunder.

Signed at Cape Town this 4th day of July 1977, on behalf of all the parties to the Council.

D. F. D. ALLAN, Chairman.

G. DAVIDS, Vice-Chairman.

J. E. SIEBRITS, Acting Secretary.

No. R. 2246

28 October 1977

FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice R. 2245 of 28 October 1977, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Labour,

(7) Eksemplare van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en die Sekretaris van Arbeid ingediend word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "konstitusie" alle wysings van die konstitusie in wat van tyd tot tyd aangeneem word.

### 36. AGENTE

(1) Die Raad kan een of meer persone as 'n agent of agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms.

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

(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 enigeen daarin werkzaam is;

(b) om enige werkewer 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 om hierdie Ooreenkoms nagekom word, getoon moet word en om dit te inspekteer, te ondsoek of 'n afskrif daarvan te maak.

(3) Wanneer 'n agent die bevoegdhede uitoefen wat in subklousule (2) aan hom verleen word, kan hy 'n tolk met hom saamneem.

(4) Elke werkewer 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 faciliteite verleen om hom in staat te stel om die bevoegdhede uit te oefen wat in subklousules (2) en (3) aan hom verleen word.

### 37. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen: Met dien verstande dat vrystelling van enigeen van die bepalings van klosule 23 nie verleen mag word nie tensy die skriftelike goedkeuring van die Departement van Arbeid vooraf verkry is.

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

(3) 'n Vrystellingsertifikaat, onderteken deur die Voorsitter of die Sekretaris van die Raad, moet uitgereik word aan elke werkewer of werknemer aan wie vrystelling verleen word.

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

### 38. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is en kan menings vir die leiding van werkewers en werknemers uitrek wat nie onbestaanbaar met die bepalings daarvan is nie.

### 39. ALGEMEEN

Niks wat in hierdie Ooreenkoms vervat is, moet so uitgelê word dat dit 'n werkewer of werknemer onthef van die bepalings van enige ander wetsbepaling of proklamasies, of enige verordeninge of regulasies wat daarkragtens opgestel is nie.

Namens al die partye by die Raad op hede die 4de dag van Julie 1977 te Kaapstad onderteken.

D. F. D. ALLAN, Voorsitter.

G. DAVIDS, Ondervoorsitter.

J. E. SIEBRITS, Waarnemende Sekretaris.

No. R. 2246

28 Oktober 1977

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgeving in verband met die Bouwverheid, gepubliseer by Goewermentskennisgeving R. 2245 van 28 Oktober 1977, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

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