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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 37 12 Januarie 1973

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, ALBANY

Ek, Cornelius Petrus Mulder, Waarnemende Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 26 en 38, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Albany; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 26, 31 en 38, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig in die landdrosdistrik Albany *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.

C. P. MULDER, Waarnemende Minister van Arbeid.

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 37 12 January 1973

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, ALBANY

I, Cornelius Petrus Mulder, Acting Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(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), 2, 26 and 38, shall be binding with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of Albany; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of Albany and with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 26, 31 and 38, 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.

C. P. MULDER, Acting Minister of Labour.

BYLAE

NYWERHEIDSRaad VIR DIE BOUNYWERHEID,
GRAHAMSTAD

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, Wet 28 van 1956, gesluit deur die

Grahamstown Master Builders and Allied Trades Association (hierna die "werkgewers" of die "werkgewerorganisasie" genoem), aan die een kant, en die

Amalgamated Union of Building Trade Workers of South Africa (hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Grahamstad.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrosdistrik Albany nagekom word deur alle werkgewers en werknemers in die Bounywerheid wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

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

(a) van toepassing op vakleerlinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of enige kontrak daarkragtens aangegaan of voorwaardes ingevolge daarvan gestel;

(b) van toepassing op kwekelinge slegs vir sover dit nie onbestaanbaar is nie met die Wet op Opleiding van Ambagsmanne, 1951, of enige voorwaardes ingevolge daarvan gestel;

(c) nie op administratiewe of klerklike werknemers van toepassing nie.

(3) Klousule 14 is nie van toepassing nie op werknemers vir wie lone in paragrawe (1), (ii) en (x) van klousule 4 (1) (a) van hierdie Ooreenkoms voorgeskryf word.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid ingevolge artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van drie jaar of vir sodanige tydperk as wat die Minister bepaal.

3. WOORDOMSKRYWINGS

Enige uitdrukking 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 melding gemaak word, omvat dit alle wysigings van sodanige wet; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat 'n skriftelike leerkontrak uitdien wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Vakleerlinge, 1944, en omvat dit 'n minderjarige wat kragtens daardie Wet op proef in diens is;

"asfaltwerker" 'n werknemer wat asfaltwerk verrig en wat 'n leertyd van drie jaar ingevolge hierdie Ooreenkoms in hierdie werksaamheid deurgemaak het;

"blok" 'n eenheid van 290 mm x 90 mm x 65 mm of 'n eenheid van enige ander afmetings wat dieselfde of groter omvang gee;

"Bounywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewer en 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 om artikels te maak vir gebruik van die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat uitgevoer of verrig word deur persone daarin wat by ondergenoemde ambagte of onderverdelings daarvan betrokke is:

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere en dakke met asfalt, die aanbring van malthoid- of rubbervloerbedekking en die waterdigting van kelderverdiepings of fondamente;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, die betoëling van mure en vloere, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip met marmer en met komposiemateriaal, rioolaanleg, uitgesonderd kalfaatwerk aan lasse, leiklipwerk en pandekking;

elektrotegniese installasie, wat die aanbring van elektriese toebehore en die bedradingswerksaamhede wat daarmee in verband staan, insluit;

lakpolitoerwerk, wat politoerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof insluit;

skrynwerk, wat die vervaardiging van alle skrynwerkartikels insluit, 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;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
GRAHAMSTOWN

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956 made and entered into between the—

Grahamstown Master Builders and Allied Trades Association (hereinafter referred to as "the employers" or "the employers' organisation") of the one part, and the

Amalgamated Union of Building Trade Workers of South Africa (hereinafter referred to as "the employees or "the Trade Union") of the other part,

being parties to the Industrial Council for the Building Industry Grahamstown.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial District of Albany by all employers and employees in the Building Industry who are members of the employers' organisation and the trade union respectively.

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

(a) 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 fixed thereunder;

(b) apply to trainees only to the extent of which they are not inconsistent with the provisions of the Training of Artisans Act, 1951, or any conditions fixed thereunder;

(c) not apply to administrative or clerical employees.

(3) Clause 14 shall not apply to employees for whom wages are prescribed in paragraphs (i), (ii) and (x) of clause 4 (1) (a) of this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, and any reference to an Act shall include any amendments 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 or deemed to have been registered under the provisions of the Apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

"asphalter" means an employee who is employed on asphaltting and has served a three-year period of learnership in terms of this Agreement in this operation;

"block" means a unit of 290 mm x 90 mm x 65 mm or a unit in any other dimensions giving the same or bigger volume;

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades, or subdivisions thereof:

Asphaltting, which includes asphaltting floors and roofing, laying malthoid or rubber flooring, and water-proofing basements of foundations;

bricklaying, which includes concreting and the fixing of concrete blocks, tiling walls and floors, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drain-laying, excluding caulking of joints, slating and roof tiling;

electrical installation, which includes electrical fitting and wiring operations, incidental thereto;

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

hyserinstallering, wat die oprigting en/of onderhoud van hysers insluit;

ruitwerk, in lood- en ander metaalwerk, wat die vervaardiging en/of aanbring van ruite, reklametekens en glaswerk wat daarmee in verband staan, insluit;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiëte of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerbeteëling, die bediening van klipwerkmassinerie en die skerpmaak van klipwerkersgereedskap, 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, siemetaalwerk, metaalrame, metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- 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;

skilderwerk, wat die volgende insluit: Versierwerk, muurplakwerk, glaswerk, distemperwerk, wit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk, marmering en spuitverfwerk, letterskilderwerk en muurversiering; die gebruik van teer en teerprodukte;

pleisterwerk, wat die volgende insluit: Boetseerwerk, granolitiese en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of berei het, in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk loodkalfaatwerk, 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 vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstakaste, toonbanke, skerms en binnenshuise los en vaste toebehoere insluit;

staalwapening in situ;

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

houtwerk, wat die volgende insluit: Timmerwerk, houtbewerking, masjienwerk, draaiwerk, houtsneewerk, die aanbring van gegolfde sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtlatwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout en kurk, en die afskuur daarvan, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit gemaak of bereik het, in die gebou of bouwerk aangebring word of nie;

“bootmanstoel” ’n hangende platformstoel wat bedoel is om een persoon op ’n hoë plek te dra by bou- of uitgrawingswerk;

“vrydraer- of kraanarmsteier” ’n werkplatform wat op vrydraer- of verspande kraanbalke rus;

“bydrackaart” die amptelike kaart wat die Raad elke jaar aan elke werknemer in die Nywerheid uitreik, en

“Vakansiefondskaart” het, vir die toepassing van hierdie Ooreenkoms dieselfde betekenis;

“Raad” die Nywerheidsraad vir die Bounywerheid, Grahamstad, soos ingevolge artikel 19 van die Wet geregistreer;

“bestuurder” ’n werknemer wat ’n meganiese voertuig bestuur en by die toepassing van hierdie omskrywing omvat die uitdrukking “’n meganiese voertuig bestuur” alle bestuurtye en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die laai daarvan en alle tydperke waarin hy op sy pos moet bly, gereed om te bestuur;

“noodwerk” sonder om die gewone betekenis van die term enigins te beperk, ook alle werk wat nie binne die gewone werkure in klausule 10 voorgeskryf, verrig kan word nie, wat noodsaaklik is om die gesondheid en veiligheid van die publiek of die beoefening van ’n ander nywerheid, besigheid of onderneming te verseker, of enige werk wat weens ’n oorsaak soos ’n brand, storm, oorstroming, ongeluk of gewelddaad sonder versuim verrig moet word;

“noodsaaklike dienste” beteken werk wat noodsaaklikerwyse verrig moet word om te verseker dat ’n ander nywerheid, besigheid of onderneming aan die gang bly of iets dringends wat nie gedurende die gewone werkure in klausule 10 hiervan voorgeskryf, verrig kan word nie;

lift installation, which includes the erection and/or maintenance of lifts;

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

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stonework), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of stoneworking 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, builder's smithwork, metal frames and 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 decorating, paperhanging, glazing, distemper, lime and colour washing, staining, varnishing, graining, marbling, spraying, sign writing and wall decorating; the use of tar and its products;

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, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

steel reinforcing in situ;

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

woodworking, which includes carpentry, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic materials, cork and asbestos insulation, wood lathing, composition, ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood and cork, and sandpapering of same, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

“cantilever of jib scaffold” means a working platform supported on cantilevered or braced outrigger beams;

“contribution card” means the official card issued by the Council to each employee in the Industry in each year; and “Holiday Fund Card” shall have the same meaning for the purpose of this Agreement;

“Council” means the Industrial Council for the Building Industry (Grahamstown) as registered in terms of section 19 of the Act;

“driver” means an employee who is engaged in driving a mechanical vehicle and for the purpose of this definition the expression “driving a mechanical vehicle” includes all periods of driving and any time spent by the driver on work connected with the vehicle or the loading and all periods during which he is obliged to remain at his post 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 10 and which is necessary to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking or any work, which owing to causes such as fire, storm, flood, accident or act of violence, must be performed without delay;

“essential services” means any work which must necessarily be performed in order to ensure the carrying on of any other industry, business or undertaking, or any matter of urgency which cannot be done during the ordinary hours of work prescribed in clause 10 hereof;

"voorman" 'n werknemer wat aan die hoof staan van 'n werkplek of werkplekke of 'n besondere afdeling van 'n werkplek of werkplekke, wat werk aan werknemers onder sy beheer gee en toesig hou oor die vordering daarvan totdat dit voltooi is, dissipline handhaaf en in die algemeen aan die werkgever verantwoordelik is vir doeltreffendheid in die werkplek of werkplekke en wat daarbenewens, hetsy aanhoudend of met tussenpose, die werk van 'n ambagsman verrig;

"algemene voorman" 'n werknemer wat slegs in 'n suiwer toesighoudende hoedanigheid werksaam is en wat aan die hoof van 'n werkplek of werkplekke staan, wat werk aan werknemers onder sy beheer en toesig gee, dissipline handhaaf en in die algemeen aan die werkgever verantwoordelik is vir doeltreffendheid in die werkplek of werkplekke en wat nie die werk van 'n ambagsman hoef te doen nie, uitgesonderd met tussenpose of in sy hoedanigheid van instrukteur;

"ruitwerker" 'n werknemer wat alle soorte glas of dergelike produkte sny en/of in spinnings sit wat in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore gevorm word, en alle werksaamhede wat daarmee gepaard gaan;

"swaar hangsteier" 'n werkplatform wat aan oorhoofse vrydraerstutte hang deur middel van meer as een afsonderlike hangstuk van elke vrydraerstut af;

"uurloon" die werknemer se uurloon in hierdie Ooreenkoms voorgeskryf: Met dien verstande dat waar 'n weekloon vir 'n werknemer voorgeskryf word, sy uurloon bereken moet word deur sy weekloon te deel deur die getal gewone ure per week wat vir sodanige werknemer voorgeskryf is;

"loswerk" werk wat hoogstens drie werkdag duur;

"ambagsman" 'n werknemer, uitgesonderd 'n vakleerling, kwekeling, leerling, leerlingasvalwerker of leerlingruitwerker wat ander werk verrig as dié van 'n ambagsmansassistent, halfgeskoolde arbeider, ongeskoolde arbeider of drywer van 'n meganiese voertuig en wat in die Boynwyerheid in diens is;

"ambagsmansassistent" 'n werknemer wat as sodanige ingevolge klousule 24 hiervan by die Raad geregistreer is, wat onder toesig enigeen van of al die volgende klasse werk verrig:

In messel- en pleisterwerk—

mure met blokke bou;
mangate bou, uitgesonderd bankwerk;
waterriole lê;
voegstryking van baksteenwerk;
lei- of baksteenplaveisel lê, met ingebrip van bedwerk en voegstryking;
metaallatte aan timmerhout heg;
akoestiek materiaal aan mure en plafonne spuit.

In skilder- en ruitwerk—

droë distemper aanbring;
met olie aangemaakte distemper aanbring;
eerste laag P.V.A. aanbring;
stryksellae aanbring;
eerste lae op oppervlakke wat in die werkwinkel van 'n grondlaag voorsien is of wat nie gevef is nie, aanbring in skilder-, beits- en verniswerk, maar uitgesonderd daardie werksaamhede wat deur 'n ambagsman verrig word;
grondlae aan vensters en spinnings aanbring voordat ruite ingesit word;
grondlae op alle oppervlakke aanbring.

In skrynwerk, houtmasjienerwerk, uitrus van winkels, kantore en banke—

deure, rame, vensterrame en dergelike skrynwerk van standaardpatrone aanmeekaarsit;
planke en blaaië vasklamp of las;
rame, deure en blaaië klamp;
wie met die hand saag en afwerk;
gate met 'n masjiën boor;
dwarssaagmasjiëne voer;
ruitkraallyste en -plaatstukke aanbring;
randstukke aan rakke en platbordstukke wat in massa in werkwinkels geproduseer is, lym en vassit;
rugstukke aan toebehore vasspyker;
laaie en bakke (met inbegrip van bome) in werkwinkel vasspyker;

bord aan voorkante van raamwerk aanbring in werkwinkel;
'n outomatiese pers bedien;
deur- of vensterraamklampe bedien;
rol- en bandskuurmasjiëne bedien;
randafwerkmasjiëne bedien;
entafwerkmasjiëne bedien;
blaaië van toonbanke en dergelike oppervlakke skuur;
rame met kartelkramme aanmeekaarsit;
tagate in deure maak of gate daarin boor vir slotte;
handskuurwerk verrig of meganiese handskuurmasjiëne bedien;

massaproduksie van kaswerk—

- volgens standaardsetmate aanmeekaarsit;
- drabalke en plinte volgens setmate in kaste aanbring;
- kaste volgens setmate aanmeekaarsit;
- skarniere volgens setmate aan kasdeure aanbring;

"foreman" means an employee placed in charge of a job or jobs, or a particular section of a job or jobs, who gives out 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, in addition, performs the work of a journeyman either constantly or intermittently;

"general foreman" means an employee employed in a purely supervisory capacity only and who is placed in charge of a job or jobs, who gives out work to employees under his control and supervision, who maintains discipline and is generally responsible to the employer for the efficiency on the job or jobs and who is not required to do the work of a journeyman except intermittently or in an instructional capacity;

"glazier" means an employee engaged on the cutting and/or fixing of all kinds of glass or other like products into rebates formed in wood or metal doors, windows, frames or like fixtures, and all operations incidental thereto;

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

"hourly rate" means the employee's hourly wage prescribed in this Agreement; provided that where a weekly wage is prescribed for an employee his hourly rate shall be calculated by dividing his weekly wage by the number of ordinary hours per week prescribed for such an employee;

"jobbing" means a job of not more than three working days' duration;

"journeyman" means an employee other than an apprentice, trainee, learner, learner asphaltier or learner glazier and who carries out work other than that of a journeyman's assistant, semi-skilled labourer, unskilled labourer, or driver of a mechanical vehicle and who is employed in the Building Industry;

"journeyman's assistant" means an employee registered with the Council as such in terms of clause 24 hereof, engaged under supervision on any or all of the following classes of work, viz.:

In bricklaying and plastering—

building walls of blocks;
building of manholes, excluding benching;
laying stormwater drains;
jointing of brickwork;
laying of slate or brickpaving including bedding and jointing;
fixing metal lathing to timber;
spraying acoustic materials on walls and ceilings.

In painting and glazing—

applying dry distemper;
applying oil bound distemper;
applying first coat of P.V.A.;
applying filler coats;
applying first coats to shop primed or unpainted surfaces in painting, stains and varnishing but excluding those functions performed by a journeyman;
priming windows and rebates before glazing;
priming to all surfaces.

In joinery, woodmachinery, shop, office and bank fittings—

assembling of standard pattern doors, frames, sashes and similar joinery;
clamping up or joining of boards and tops;
cramping frames, doors and tops;
cutting and trimming of wedges by hand;
drilling holes by machine;
feeding cross-cut machines;
fixing of glazing beads and flats;
glueing and fixing edging to shelves and flat board mass produced in workshop;
nailing backs to fittings;
nailing up drawers and trays (including bottoms) in workshop;

facing framing with boards in workshop;
operating automatic press;
operating door or sash clamps;
operating drum and belt sanders;
operating edge trimming machines;
operating end trimming machines;
sandpapering of counter tops and similar surfaces;
framing with corrugated fasteners;
morticing or drilling of doors for locks;
hand sanding or operating mechanical hand sanders;
mass production of cupboard work—

- assembling in standard jigs;
- fitting bearers and plinths to cupboards in jigs;
- assembling cupboards in jigs;
- fitting hinges to cupboard doors in jigs;

(e) handvatsels en knippe volgens setmate aan kaste aanbring;
 alle tipes werk waar die getal artikels so groot is dat sodanige artikels aanmekaargesit kan word volgens setmate wat deur 'n ambagsman gemaak en opgestel moet word;
 houtmosaïekvloere lê;
 muurbedekkings of dergelike materiaal aanbring aan rakke, toonbankblaaie, panele, ens.

In loodgieterswerk—

lasse in gietysterpype kalfater, uitgesonder met loodkalfater; plaatmetaalwerk aanbring;
 buig- en/of fatsoeneermasjiene bedien;
 klinkwerk op terrein verrig;
 voegstrykwerk, uitgesonderd bitumenvoegstrykwerk aan spoel-latrenepanne, verrig;
 lood-, koper-, plastiek- of ander soorte pype aanmekaarsit en aanbring vir afval, nagvuil, water (warm of koud), sentrale verwarming, verkoeling, brandbestryding, gas of dergelike installasies wanneer in massaproduksieeenhede vir behuising in werkwinkels aanmekaargesit en aangebring;
 geute en geutpype van asbes, gegalvaniseerde yster, plastiek of ander materiaal, uitgesonderd geutpype in pilare, aanmekaarsit en vasheg.

In timmerwerk—

alle betonvormwerk;
 daksparre, kapplatte, drabalkke, planke, dakvilt, latwerk, plafon-planke, muurplate, balke en vloerplanke vassit, saag en gate daarin boor;
 met kraggereedskap tapgate vir slotte en skarniere maak volgens setmate of patrone.

In timmerwerk (dakwerk)—

plate, nl. "Big Six", van Kanadese patroon, veselglas, pvc., plastiek en aluminium of plate van enige ander materiaal en toebehore in posisie vassit;
 geute, geutpype en toebehore van asbes, metaal of ander materiaal in posisie vassit;
 stroke vir asbesleie, -plate en -dakpanne in vooraf gemerkte posisies vassit;
 waterdigtingsplate vassit;
 klink van syoorlslae aan metaalplate en voegskorte;
 voegstrykwerk aan asbes- en metaalgeute verrig;
 pan- en leidekwerk aan dakke verrig.

"leerling" 'n werknemer wat 21 jaar of ouer is en wat diens doen ooreenkomstig 'n skriftelike leerlingskontrak wat die Raad goedgekeur en geregistreer het ingevolge klousule 23;

"leerlingasfaltwerker" 'n leerling met minder as drie jaar ondervinding van die werksaamhede wat die werk van 'n asfaltwerker, soos omskryf, uitmaak, en wat as asfaltwerker opgelei word en 'n skriftelike leerlingskontrak uitdien wat die Raad kragtens klousule 23 goedgekeur en geregistreer het;

"leerlingruitwerker" 'n leerling met minder as drie jaar ondervinding van die werksaamhede wat die werk van 'n ruitwerker, soos omskryf, uitmaak, en wat as ruitwerker opgelei word en 'n skriftelike leerkontrak uitdien wat die Raad kragtens klousule 23 goedgekeur en geregistreer het;

"ligte hangsteier" 'n werkplatform wat aan oorhoofse vrydraerstutte hang deur middel van 'n enkele hangstuk van elke vrydraerstut af;

"meganiese voertuig" 'n voertuig selfaangedryf deur meganiese krag wat vir die vervoer of sleep van goedere en materiaal van enige aard gebruik word;

"minderjarige" 'n werknemer in diens gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word;

"gewone werkure" die werkure in klousule 10 voorgeskryf;
 "oortyd" daardie gedeelte van 'n tydperk waarin 'n werknemer vir sy werkgegewe werk gedurende 'n enkele week of op 'n enkele dag, na gelang van die geval, wat die gewone werkure te bowe gaan of daarbuite val;

"stukwerk" 'n werkstelsel waarvolgens 'n werknemer se dienste uitsluitlik of gedeeltelik gebaseer word op die hoeveelheid werk verrig of produksie gelewer;

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

"steier" enige struktuur of raamwerk wat gebruik word vir die ondersteuning van persone, uitrusting en materiaal in verheve posisies in verband met bou- of uitgrawingswerk;

"Sekretaris" die Sekretaris van die Raad en ook enige beamppte wat deur die Raad benoem is om namens die Sekretaris op te tree;

"halfgeskoolde arbeider" 'n werknemer wat enigen van of al die volgende klasse werk verrig, nl.:

Verf aan dakke (bo- en onderkant) aanbring onder toesig van 'n ambagsman;
 boustaalwerk verf;

witkalk en sementstryksel aanbring, uitgesonderd in die mate waarvoor daar in die omskrywing van "ongeskoolde arbeider" voorsiening gemaak word;

(e) fitting handles and catches to cupboards in jigs;
 all types of work where the quantity of any article is so large that it can be assembled in jigs which must be made and set up by a journeyman;
 the laying of wood mosaic floors;
 fixing of wall coverings or similar materials to shelves, count tops, panels, etc.
 In plumbing—

caulking of joints to cast iron pipes excluding lead caulking;
 fitting of sheet metal work;
 operating bending and/or body forming machines;
 rivetting on site;
 jointing, other than bitumen jointing to w.c. pans;
 assembling and fitting of lead, copper, plastic or other type piping for waste, soil, water (hot or cold), central heating, cooling, fire, gas or similar installations when assembled and fitted in workshop in mass produced units for housing;
 assembling and fixing of asbestos, galvanised iron, plastic or other material gutters and downpipes, excluding downpipes in columns.

In carpentry—

all concrete formwork;
 the fixing, cutting and drilling of rafters, purlins, bearers, boarding, roofing felt, branderling, ceiling boards, wall plates, joists and floor boards;
 morticing for locks and hinges, using jug or template, with power tools.

In carpentry (roofing)—

fixing in position Big Six, Canadian pattern, fibreglass, P.V.C. plastic and aluminium sheets or sheets of any other material and accessories;

fixing in position asbestos, metal or other material, gutters, downpipes and accessories;

fixing battens for asbestos slates, sheets and tiles in pre-marked positions;

fixing waterproof sheeting;
 rivetting of side laps to metal sheeting and flashings;
 jointing to asbestos and metal gutters;
 roof tiling and slating;

"learner" means an employee of the age of 21 years or over serving under a written contract of learnership approved and registered by the Council in terms of clause 23;

"learner asphalter" means a learner who has had less than three years' experience in the operations constituting the work of an asphalter, as defined, and who is being trained as an asphalter and who is serving under a written contract of learnership approved and registered by the Council in terms of clause 23;

"learner glazier" means a learner who has had less than three years' experience in the operations constituting the work of a glazier, as defined, and who is being trained as a glazier and who is serving under a written contract of learnership approved and registered by the Council in terms of clause 23;

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

"mechanical vehicle" means any vehicle self-propelled by mechanical power used for the conveyance or haulage of goods and materials of any description;

"minor" means an employee employed during the probationary period allowed under the Apprenticeship Act, 1944;

"ordinary working hours" or "ordinary hours of work" means the hours of work prescribed in clause 10;

"overtime" means that portion of any period during which an employee works for his employer during any one week or on any one day, as the case may be, which is in excess of or outside the ordinary working hours;

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

"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;

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

"semi-skilled labourer" means an employee engaged in any or all of the following classes of work, viz.:

Applying paint to roofs (topside and underside) under supervision of a journeyman;

painting of structural steel work;

limewashing and cement dressing, other than to the extent

lymwerk verrig;
 alle oppervlakke olie;
 vloerlak en afwerk materiaal aanbring;
 die binnekant van geute verf;
 meganiese voertuie dryf, krane en/of hysers bedien;
 uitsluitlik oor ongeskoolde arbeiders toesig hou;
 metaalvensters monter;
 vloerskuurmasjiene bedien;
 ruitspykerslaghamers alleenlik in werkwinkels gebruik;
 krag-sae, bandnasaagmasjiene, raamsae en dwarssae op ruwe
 timmerhout bedien, met inbegrip van die beweging van die skerm
 soos vereis mag word, onder toesig van 'n ambagsman, maar
 uitgesonderd die verwydering, vervanging, skerpmaak, hamer-
 bewerking en set van saaglemme;
 die werk van 'n ketelbediener verrig;
 klipwerk in tuine verrig;
 voorafgegiete oppervlakkanele lê;
 voorafgegiete betonplaatblokke lê;
 beton onder toesig met 'n masjien meng;
 ongelaaide klipmuurwerk verrig, uitgesonderd dié wat deel van
 'n gebou of bouwerk uitmaak;
 'n maal en biax- of dergelike tipe verplaasbare toller, buigsame
 snymasjien, afwerk- of ander masjinerie bedien;
 klippoleermasjinerie bedien;
 Trioolse of dergelike masjien bedien;
 dakkappe saag, monteer en vasspyker deur gebruik te maak
 van 'n setmaat of patroon;
 voorafgesaagde dakspare, kaplatte, drabalke, latte, planke, lat-
 werk, draers of klampe in voorafgemerkte posisies vassit en vas-
 spyker;
 kurk of ander isoleermateriaal aanbring;
 voorafgemaakte vormwerk van staal of hout in voorafgemerkte
 posisies oprig;
 saag- en boorwerk volgens setmate verrig;
 elektriese of ander tipe verplaasbare saag gebruik;
 betonvormwerkpanele, uitgesonderd kolombekisting, in massa
 volgens setmate vervaardig;
 "spesiale spaarseël" die amptelike seël in klousule 35 (10) ver-
 meld, wat deur die Raad uitgereik word;
 "seël" of "vakansiefondsseël" die amptelike seël in klousule
 29 vermeld, wat deur die Raad uitgereik word;
 "bouwerk" ook mure, grensmure van steen of beton, keermure
 en monumente, uitgesonderd grafstene en begrafplaasgeden-
 tekens;
 "geskikte slaapplek" 'n waterdigte skuiling wat deeglik gesluit
 kan word en oor 'n geskikte vloer, slaapbank, wasfasiliteite en
 afsonderlike toiletgeriewe beskik;
 "toesighouding" om so ver van die werk waaroor toesig gehou
 moet word, te bly dat alle besonderhede van die werk maklik
 gesien kan word;
 "kwekeling" 'n werknemer wat 'n leertyd uitdien ingevolge die
 Wet op Opleiding van Ambagsmanne, Wet 38 van 1951;
 "boksteier" 'n werkplatform wat gestut word deur bokke, trap-
 lere, drievote en dergelike stutte;
 "ongeskoolde arbeider" 'n werknemer wat enigteen van of al die
 volgende werksaamhede verrig, nl:
 Gate boor;
 kleefstof aan beton aanbring voordat dit gepleister word;
 seël oplossings aanbring;
 beton- en klipriole kalfater;
 lasse van bekisting met plaatmetaal of ander materiaal bedek;
 geute en pype van asbes, gietyster, gegalvaniseerde yster en
 plastiek saag en boor;
 materiaal wat op die messel- en pleisterambag betrekking het,
 volgens bepaalde grootte met die hand of 'n masjien sny, uit-
 gesonderd meetwerk;
 slypwerk as voorbereiding vir sweiswerk;
 snywerk met guillotine;
 bekleding;
 'n krag-slypmasjien op metaal bedien en vylwerk met die hand
 verrig;
 staalbekisting in posisie plaas en monteer, uitgesonderd lood-
 gieterswerk;
 draers in posisie plaas sonder om vlakke te bepaal;
 mure en plafonne flodder;
 betonvloerverhardingsmiddels aanbring;
 olie en ander verduursamingsmiddels aan sierstene aanbring;
 hardhout skoonmaak;
 opvulwerk;
 skuurwerk;
 vorms met voorwerk en beton vul, met inbegrip van vasstamp-
 werk;
 teer en die neweprodukte daarvan op geboue en ruwe timmer-
 hout gebruik;

provided for in the definition of "unskilled labourer";

sizing;
 oiling all surfaces;
 applying floor lacquers and dressings;
 painting inside of gutters;
 driving mechanical vehicles, operating cranes and/or hoists;
 supervising solely unskilled labourers;
 assembling metal windows;
 operating floor sanding machines;
 using glazing sprigg guns in workshops only;
 operating on rough timber, power-driven saws, band resaws,
 frame saws and cross-cut saws including the moving of the fence
 as required, under the supervision of a journeyman, but exclud-
 ing the removal, changing, sharpening, hammering and/or set-
 ting of saw blades;
 performing the work of a boiler attendant;
 performing stone work in gardens;
 laying of precast surface channels;
 laying of precast concrete slabs;
 mixing concrete by machine under supervision;
 random stone walling other than part of a building or structure;
 operating a mall and biax or similar type of portable spinner,
 flexible cutting, finishing or other machinery;
 operating stone polishing machinery;
 use of tyrolean or similar machine;
 cutting, assembling and nailing roof trusses using jig or tem-
 plate;
 the fixing and nailing of pre-cut rafters, purlins, bearers, bat-
 tens, boarding, brandering, runners or cleats in premarked posi-
 tions;
 fixing cork or other insulating materials;
 erecting steel or wood premade form work in premarked
 positions;
 cutting and drilling to template;
 using electric or other type portable saw;
 mass fabrication of concrete form work panels in jigs, exclud-
 ing column boxes;
 "special savings stamp" means the official stamp referred to
 in clause 35 (10) and which is issued by the Council;
 "Stamp" or "Holiday Fund Stamp" means the official stamp
 referred to in clause 29 and which is issued by the Council;
 "structure" includes walls, brick or concrete boundary walls,
 retaining walls and monuments other than tombstones and burial
 monuments;
 "suitable sleeping accommodation" means a waterproof shel-
 ter, capable of being securely locked, with a suitable floor, bunk,
 washing facilities and separate lavatory accommodation;
 "supervision" means remaining within such a distance of the
 work to be supervised that all details of the work can reason-
 able be observed;
 "trainee" means an employee serving a period of training in
 terms of the provisions of the Training of Artisans Act, No.
 38 of 1951;
 "trestle scaffold" means a working platform supported on
 trestles, stepladders, tripods and the like;
 "unskilled labourer" means an employee engaged in any or
 all of the following classes of work, viz.:
 Drilling holes;
 applying adhesive materials to concrete prior to plastering;
 applying sealing solutions;
 caulking of concrete and stone drains;
 covering joints of shuttering with sheet metal or other materials;
 cutting and drilling asbestos, cast iron, galvanised iron and
 plastic gutters and pipes;
 cutting of materials, applicable to the bricklaying and plas-
 tering trades, to set size by hand or machine, excluding measur-
 ing;
 grinding preparatory to welding;
 guillotine cutting;
 lagging;
 operating a power-driven grinding machine on metal and
 filing by hand;
 placing and assembling of steel shuttering, excluding plumbing;
 placing bearers, excluding setting levels;
 slushing walls and ceilings;
 applying concrete floor hardener;
 applying oil or other preservatives to face bricks;
 cleaning down of hardwoods;

kwasslak aanbring;
vloere en ander oppervlakke met was poleer;
stopverfbeddings aanbring (glaswerk) onder toesig van 'n ambagsman;
ambagsmanne help deur die draad van hout te vul voordat die houtoppervlakke met doek gepoleer word;
ambagsmanne help met die aanbring van lym aan tappe of houtoppervlakke voordat dit geklamp of gepeers word;
ambagsmanne help om staatstutte in posisie te plaas, aan draers vas te maak en dit op die regte hoogte te stel;
hangsae onder toesig bedien, help om klip reg te sit en saag-lemme 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 aanmekeer- of vasbind en sodanige materiaal onder toesig saag, buig en monteer, oprig en aanbring;
dagha, stene, klippe, beton of ander materiaal dra;
rioolpype onder toesig kalfater, uitgesonderd die kalfater van lasse in gietstierpype en loodkalfaterwerk;
tapgate skoonmaak;
ruite skoonmaak nadat dit ingesit is;
voltooide rame skoonmaak voordat stopverf aangebring word;
vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;
klaat of ander hardehout skoonmaak deur oplosmiddels en staalwol te gebruik;
staalvensters en deurkosyne onder toesig koppel;
pype en staalstawe onder toesig met die hand saag, vasskroef, skroefdraad daarin sny en buig, maar nie koper nie;
steierpale of -stutte saag;
voglae sny en in posisie plaas;
vertandings en intandings vir verbandwerk in baksteenwerk sny;
hoepelyster 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 handsnymasjien sny;
klippe of grond vir fondamente, slote, riole en kanale uitgrawe en uitneem;
materiaal van alle houtwerkmasjiene afneem;
metaal met krag- of handmasjiene onder toesig boor of pons;
hysers onder toesig oprig;
uitgrawingswerk in grond, sagte en harde rots verrig en 'n klopboor 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;
lasse tussen bakstene en betonbalke onder toesig opvul;
lasse tussen muurteëls opvul en alle muurteëls skoonmaak, uitgesonderd voegstryking en -vulling;
hoepelyster, staal- of draadverstywers aanbring om bekisting te versterk;
inhaakbetonblokke sonder dagha vassit onder die toesig van 'n ambagsman;
asfaltplate aan kante van staal- en houtrame aanbring;
kloue aan staalvensters en deurkosyne onder toesig aanbring;
sand, klip en sement afmeet;
groottes van muur- en vloerteëls meet;
lasse met bry vul en die agterkant van klipwerk vul nadat die klip vasgesit is;
lasse in stene en vloerteëls met bry vul en dit skoonmaak;
timmerhout en skrynwerk van timmerhoutskure of timmerhoutwerke wat in verband staan met die produksie van artikels wat in die Bounywerheid gebruik word, hanteer en/of dra;
bekisting ophys en in posisie plaas maar nie vassit nie;
staal ophys en in posisie plaas onder toesig;
stopverf brei totdat dit die regte konsistensie het;
beton lê en gelykmaak, 'n betontriller bedien en onder toesig help met afvlakwerk;
los teëls op oppervlakke lê sonder om dit in te laat;
geboue wat deur Bantoes geokkupeer en latrines wat deur Bantoes gebruik word en ruwe timmerhout soos balke en die onderkante van vloere afwit en teer of dergelike produkte in verband daarmee te gebruik: Met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae ná die voltooiing van 'n gebou van hierdie omskrywing uitgesluit word;
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 verrig;

filling;
sandpapering;
filling in moulds with facing and concrete including tamping;
use of tar and its by-products on buildings and rough timber;
knotting;
wax polishing to floors and other surfaces;
applying back putty (glazing) under supervision of a journeyman;
assisting journeymen by grain filling preparatory to polishing of wood surfaces with fabric;
assisting journeymen in the application of glue to tenons or wood surfaces prior to cramping or pressing;
assisting journeymen in placing of steel props and fixing to bearers and adjusting to heights;
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, excluding caulking of joints to cast iron pipes and lead caulking;
cleaning mortices;
cleaning of glass after glazing;
cleaning completed frames in preparation for puttying;
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;
cutting dampcourse and placing in position;
cutting of toothings and indents for bonding 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 Rand-cutting machine;
digging or taking out stone or soil for foundations, trenches, drains and channels;
drawing off materials from all woodworking 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 off all wall tiles excluding jointing and pointing;
fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
fixing interlocking concrete blocks without mortar under the supervision of a journeyman;
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;
laying loose tiles on surfaces without bedding;
lime washing and the use of tar or similar products on building occupied and latrines used by Bantu and rough timber such as joists and underside of floors, provided, however, that lime washing in connection with building and/or latrines during their erection or within 60 days of the completion of any building shall be excluded from this definition;

asfaltmacadam meng, materiaal by die lêterrein stort en plaas, rolwerk met handrollers verrig;
 masjinerie olie en smeer wanneer dit nie aan die werk is nie;
 asfaltiese en/of ander komposisieplate en dakke met bitumineuse aluminiumverf onder toesig verf of bespuit;
 onderlae van bitumastik of waterdigtingsoplossings op oppervlakke aanbring;

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

lasse en agterkante van klip met waterdigtingsmengsel verf;
 alle bouersuiterusting met preserveermiddels verf;
 roes en skilfers van yster- of staaloppervlakke verwyder mits geen chemikalieë gebruik word nie;

los en geskilferde verf van geute, dreineerpype of ander oppervlakke verwyder: Met dien verstande dat wanneer 'n blaaslamp of verpopsmiddel gebruik word, die werk onder toesig verrig word;

pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit geverf word;

steiers onder toesig oprig;

oppervlakke wat voorheen afgewit is of ander oppervlakke afskrap of afvryf maar nie sodanige oppervlakke herstel nie;

mure of enige oppervlak afskraap of afwas vir verfwerk mits geen gereedskap gebruik word nie wat gewoonlik deur skilders gebruik word of geen ambagsmanswerk deur 'n ongeskoolde arbeider verrig word nie;

nuwe gegalvaniseerde oppervlakke afwas voordat dit geverf word, en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verpopsmiddel gebruik word;

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

lasse tussen stene uitkrap en oppervlakke vir pleisterwerk voorberei;

vlekke en sement van klip-, kunsklip-, lei-, terracotta- of dergelyke oppervlakke verwyder met karborundumblokke of vryfmasjiene;

afgewerkte voorkante van produkte met die hand afskraap deur gebruik te maak van 'n draadstaalborsel en skropborsel;

materiaal met skopgrawe ingooi in of verwyder uit dagha- of betonmengmasjiene, sand sif en dagha of beton met skopgrawe meng, en wel met die hand;

voë in vorms onder toesig toestop;

bekisting onder toesig afbreek;

vorms opstel en voerings en gietstukke afstroop;

timmerhout onder toesig met preserveermiddels behandel;

dakpanne met draad vasbind;

timmerhout, skrynwerk, muurborde en soortgelyke artikels wat in die Bounywerheid gebruik word, maar uitgesonderd sodanige goedere in daardie timmerhoutwerwe wat nie regstreks met die Bounywerheid in verband staan nie, vasbind en/of verpak;

stene en beton met skropborsels skuur en gebruikte stene skoonmaak;

wie onder toesig onder houtstutte aanbring;

klopbore bedien of 'n hamer en pons gebruik om klip te splits of tapgate te boor;

ambagsmanne of werknemers van 'n hoër klas waar nodig, maar nie sodanige werk van 'n hoër graad verrig nie;

"loon" daardie gedeelte van die besoldiging wat ingevolge klousule 4 in die vorm van geld aan 'n werknemer betaalbaar is vir die gewone ure in klousule 10 voorgeskryf: Met dien verstande dat as 'n werkgewer 'n werknemer gereeld vir sodanige gewone werkure 'n groter bedrag betaal as dié in klousule 4 voorgeskryf, dit sodanige groter bedrag beteken;

"week" beteken die tydperk van Maandag tot en met Vrydag;

"natweerskuiling" 'n skuiling wat van waterdigte materiale gebou is;

"werkdag" enige dag, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Gelofte- en die jaarlikse verlofftydperk kragtens klousule 35 van hierdie Ooreenkoms, ten opsigte van die gewone werkure in klousule 10 van hierdie Ooreenkoms voorgeskryf;

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

4. LONE

(1) (a) Geen lone wat laer is as die volgende, mag, gelees met die res van hierdie klousule, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

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;

oiling and greasing machinery when not in operation;

painting or spraying 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 joints 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 journeyman'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 sand paper 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;

racking 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;

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

shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;

stopping of joints of moulds, under supervision;

stripping shuttering under supervision;

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

treating timber with preservative under supervision;

tying of roof tiles with wire;

tying up and/or packing timber, joinery, wallboard and other similar articles used in the Building Industry, excluding those timber yards which have no direct connection with the Building Industry;

cleaning down brick and concrete with scrubbing brushes and cleaning used bricks;

wedging up wood props under supervision;

working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;

assisting journeymen or higher graded workers wherever necessary, but not to perform such higher graded work.

"wage" means that portion of the remuneration payable in money to an employee in terms of clause 4, in respect of the ordinary hours laid down in clause 10, provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4, it means such higher amount;

"week" means from Monday to Friday inclusive;

"wet weather shelter" means a shelter constructed of weather-proof materials;

"working day" means any day, other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant and the annual leave period in terms of clause 35 of this Agreement, in respect of the ordinary hours of work prescribed in clause 10 of this Agreement;

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

4. WAGES

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

Per uur
Sent

- (i) Ongeskoolde arbeiders..... 22
- (ii) Halfgeskoolde arbeiders..... 34
- (iii) Ambagsmanne in skilder- en ruitwerk..... 90
- (iv) Ambagsmanne in alle ander ambagte en beroepe.. 95
- (v) Vakleerlinge: Lone ooreenkomstig die Wet op Vakleerlinge voorgeskryf vir vakleerlinge in die Bounywerheid.
- (vi) Minderjariges in alle ambagte: Lone vir vakleerlinge in die Bounywerheid voorgeskryf.
- (vii) Voormanne: Minstens die lone wat vir ambagsmanne in subklousule (1) (a) (iv) voorgeskryf word.
- (viii) Algemene voormanne: Minstens die lone wat vir ambagsmanne in subklousule (1) (a) (iv) voorgeskryf word.
- (ix) Leerlinge, leerlingasfaltwerkers en leerlingruitwerkers—
vir die eerste jaar diens: R10,80 per week;
vir die tweede jaar diens: R14,40 per week;
vir die derde jaar diens: R18,00 per week.
By voltooiing van 'n leertyd van drie jaar, is werknemers geregtig op 'n ambagsman se loon soos in subklousule (1) (a) (iii) en (iv) voorgeskryf.
- (x) Ambagsmansassistentie in alle ambagte en beroepe: 42c per uur.

(b) *Differensiele lone.*—(1) 'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op enige dag, hetsy benewens sy eie werk of in die plek daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) (a) voorgeskryf word, moet aan sodanige werknemer die hoër loon vir al die gewone werke op daardie dag betaal. Met dien verstande dat in die geval van 'n werknemer wat 'n hystoestel bedien, sodanige werknemer slegs die hoër loon betaal moet word vir die werklike getal ure wat hy aldus gewerk het.

(ii) Waar 'n werknemer in diens is as ambagsman vir wie lone in subklousule (1) (a) (iii) en (iv) van hierdie klousule voorgeskryf word en hy vir enige tydperk 'n loon betaal is wat nie laer as die voorgeskrewe loon is nie, en daar van so 'n werknemer vereis of hy toegelaat word om werk te doen waarvoor 'n laer loon voorgeskryf word, moet 'n werkgewer aan so 'n werknemer die hoër loon betaal soos voorgeskryf vir ambagsmanne of die loon wat hy op die tydstip ontvang het, gedurende enige tydperk wat sodanige werknemer werk verrig waarvoor 'n laer loon voorgeskryf word.

(2) *Gevaarlike werk.*—(a) Aan werknemers wat gevaarlike werk doen, moet 'n toelae van 5c per uur betaal word, benewens die gewone besoldiging van die betrokke werknemer. Geskille oor die vraag of die betrokke werk gevaarlik is, of oor die bedrag wat betaal moet word, moet deur die Raad of 'n subkomitee deur die Raad aangestel, beslis word.

(b) Vir die toepassing van hierdie subklousule beteken gevaarlike werk enige werk wat as gevaarlik geklassifiseer is in enige wet, ordonnansie of verordening of regulasie betreffende die Bounywerheid wat in enige dorp of plek waar sodanige werk verrig word, geldig is.

(3) Die lone in subklousule (1) (a) (iii), (iv), (vii) en (viii) hiervan voorgeskryf, is onderworpe aan die volgende jaarlikse aanpassings op en met ingang van die tweede betaaldag na publikasie van die *Staatskoerant* in Januarie elke jaar wat die verandering in die indekssyfer toon. "Indekssyfer" beteken die beswaarde gemiddelde verbruikersprysindekssyfer ten opsigte van alle items vir die 11 vernaamste gebiede van die Republiek van Suid-Afrika soos deur die Departement van Statistiek in die *Staatskoerant* gepubliseer vir genoemde gebiede, vergeleke met die toestand in dieselfde gebiede in April 1970:

Die indekssyfer vermenigvuldig met 81c en gedeel deur 100 in die geval van werknemers vir wie lone in subklousule (1) (a) (iv), (vii) en (viii) voorgeskryf word, en die indekssyfer vermenigvuldig met 78c en gedeel deur 100 in die geval van werknemers vir wie lone voorgeskryf word in subklousule (1) (a) (iii): Met dien verstande dat die resultaat aldus verkry, altyd afgerond word tot die naaste hele sent en dat dit dan die nuwe loon verteenwoordig.

(4) *Wagtyd.*—Wanneer dit weens gebrek aan werk of onvermydelike vertraging in die aflewering van materiaal of om ander redes buite die werkgewer se beheer onmoontlik is om op enige dag aan te hou werk, hoef die werkgewers hul werknemers slegs die volle lone en toelae te betaal soos in hierdie Ooreenkomste voorgeskryf vir alle tyd bestee aan die werk totdat hulle beveel word om op te hou werk.

As 'n werknemer op die gewone begintyd op 'n werkdag homself op die gewone wyse vir diens aanmeld en daar is geen werk vir hom nie, moet hy twee uur se loon betaal word asof hy wel gewerk het, tensy sy werkgewer hom op die vorige werkdag in kennis gestel het dat sy diens nie op die betrokke dag nodig sou wees nie. Alle werknemers moet twee uur lank op die kontrakterrein wag as die werkgewer, algemene voorman of voorman hulle versoek om dit te doen.

Per hour
Cents

- (i) Unskilled labourer..... 22
- (ii) Semi-skilled labourers..... 34
- (iii) Journeymen in painting and glazing trades..... 90
- (iv) Journeymen in all other trades and occupations.. 95
- (v) Apprentices: Wages as prescribed under the Apprenticeship Act for apprentices in the Building Industry.
- (vi) Minors in all trades: Wages as prescribed for apprentices in the Building Industry.
- (vii) Foremen: Rates not less than those prescribed for journeymen in subclause (1) (a) (iv).
- (viii) General foremen: Rates not less than those prescribed for journeymen in subclause (1) (a) (iv).
- (ix) Learners, learner asphalters, learner glaziers—
for the first year of employment: R10,80 per week;
for the second year of employment: R14,40 per week;
for the third year of employment: R18,00 per week.
On the completion of a three-year learnership employees qualify for a journeyman's wage as prescribed in subclause (1) (a) (iii) and (iv).
- (x) Journeyman's assistant in all trades and occupations: 42 cents per hour.

(b) *Differential Rates.*—(i) An employer who requires or permits a member of one class of his employees to perform on any day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclause (1) (a), shall pay to such employee the higher rate of wages for all the ordinary hours of work on that day; provided that in the case of an employee engaged on operating a hoist, such an employee shall be paid at the higher rate for the actual number of hours so employed only.

(ii) Where an employee is employed as a journeyman for whom wages are prescribed in subclause (1) (a) (iii) and (iv) of this clause and has been paid for any period at a rate not lower than that prescribed, and such an employee is required or permitted to do work for which a lower rate of wage is prescribed, an employer shall pay such an employee at the higher rate as prescribed for journeymen or at the rate he is receiving at the time during any period that such employee is carrying out work for which a lower rate is prescribed.

(2) *Dangerous Work.*—(a) On all jobs of a dangerous nature, an allowance at the rate of 5 cents per hour shall be paid in addition to the normal remuneration of the employee concerned. Any dispute as to whether the work involved is of a dangerous nature or as to the amount to be paid shall be determined by the Council, or a subcommittee appointed by the Council.

(b) For the purpose of this subclause, dangerous work means any work classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry, and operative in any town or place in or at which such work is performed.

(3) The wages prescribed in subclause (1) (a) (iii), (iv), (vii) and (viii) hereof shall be subject to the following annual adjustments on and as from the second pay-day after publication of the *Government Gazette* in January each year, reflecting the change in the index figure; the "index figure" means the weighted average consumer price index figure relating to all items for the eleven principle areas of the Republic of South Africa, as published by the Department of Statistics in the *Government Gazette* in respect of the said areas compared with themselves in April, 1970:

The index figure multiplied by 81c and divided by 100 in the case of employees for whom wages are prescribed in subclause (1) (a) (iv), (vii) and (viii), and the index figure multiplied by 78c and divided by 100 in the case of employees for whom wages are prescribed in subclause (1) (a) (iii): Provided always that the results so reached be rounded off to the nearest whole cent, which shall then constitute the new wage.

(4) *Waiting time.*—Whenever, due to slackness of work or unavoidable delays in securing delivery of materials, or other causes beyond the control of employers, it is found to be impossible to continue working on any day, employers shall be liable only to pay their employees full wages and allowances as prescribed in this Agreement for all time spent on the job up to the time of being instructed to stop work.

Whenever an employee reports for duty in the usual way on any working day at the normal starting time and there is no work for him, he shall be paid an amount equal to two hours' wages as if he had in fact worked, unless he had been notified by his employer on the previous working day that his services would not be required on the day in question. All employees must wait on the contract site for two hours if requested to do so by the employer, general foreman or foreman.

(5) *Vermindering van loon.*—Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die besoldiging verminder wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree nie, en 'n werknemer wat op genoemde datum hoër besoldiging ontvang as dié wat vir sy klas werk in die Ooreenkoms voorgeskryf word, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgever vir dieselfde klas werk in diens is.

5. STUKWERK

(1) Die uitbesteding deur werkgevers, of die verrigting deur werknemers, van werk op 'n stukwerkgrondslag of volgens enige arbeidsbetaalstelsel waarvolgens die verdienste van 'n werknemer gedeeltelik of uitsluitlik gebaseer word op of bereken word volgens die hoeveelheid of maat van die werk verrig, is verbode. Hierdie klousule is van toepassing, ondanks die feit dat die werknemer 'n klein hoeveelheid van die nodige materiaal of uitrusting verskaf.

(2) Ondanks subklousule (1), en behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens klousules 4, 8, 9, 10, 11, 15 en 35 of 'n ander ooreenkoms tussen die partye geregtig is, kan 'n werkgever 'n werknemer se besoldiging baseer op die hoeveelheid werk verrig of produksie gelever: Met dien verstande dat geen sodanige stelsel van besoldiging toelaatbaar is nie, behalwe in die vorm van 'n aansporingskema, waarvan die voorwaardes vasgestel is soos hierna in subklousules (3) en (4) uiteengesit: Voorts met dien verstande dat vakleerlinge, minderjariges, kweklinge, leerlinge, leerling-asfaltwerkers en leerling-ruitwerkers nie aan aansporingskemas mag deelneem nie.

(3) 'n Werkgever wat 'n aansporingskema in die lewe wil roep, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers stig wat op die voorwaardes van so 'n skema kan besluit.

(4) Die voorwaardes van so 'n aansporingskema of enige daaropvolgende wysiging daarvan waarvoor die Komitee ooreenkoms, moet op skrif gestel en deur die lede van die komitee onderteken word en mag nie deur die Komitee gewysig of deur enigeen van die partye beëindig word nie, tensy die party wat die ooreenkoms wil wysig of beëindig, die ander party kennis gegee het soos die partye ooreengekom het toe hulle sodanige ooreenkoms aangegaan het.

6. KONTRAK SLEGS VIR ARBEID

(1) Geen werkgever mag werk op 'n kontrakbasis van "slegs vir arbeid" uitbestede en/of verrig nie.

(2) Geen werknemer mag werk op 'n kontrakbasis van "slegs arbeid" onderneem en/of verrig nie.

Vir die toepassing van hierdie klousule beteken "kontrak slegs vir arbeid" enige kontrak waarvoor die aannemer of werkgever nie die nodige materiaal vir die voltooiing van die kontrak of die verrigting van die werk verskaf nie.

7. BETALING VAN BESOLDIGING

(1) Behoudens klousules 13 en 35 van hierdie Ooreenkoms, moet besoldiging wat aan werknemers verskuldig is, weekliks in kontant betaal word op die terrein waar hulle werk en wel tussen 2 nm. en uitskeityd, of binne 10 minute vóór ophoutyd, op Vrydae, of hy diensbeëindiging as dié voor die gewone betaaldag plaasvind: Voorts met dien verstande dat—

(a) waar Vrydag 'n vakansiedag in die Bounywerheid is, betaling op die Donderdag voor sodanige vakansiedag moet plaasvind;

(b) betaling, waar dit vooraf deur die Raad goedgekeur is, op ander tye as bogenoemde of op ander dae as Vrydae kan plaasvind; en

(c) besoldiging wat aan werknemers verskuldig is vir werk op die platteland, betaal kan word op 'n tyd waarop die werkgever en die betrokke werknemers onderling kan besluit.

(2) Besoldiging, met inbegrip van vakansiefondsseëls, moet aan werknemers oorhandig word in verskeide koerte in die vorm in Aanhangsel A van hierdie Ooreenkoms voorgeskryf.

(3) 'n Werkgever mag sy werknemers geen boetes opleë nie en, behoudens klousules 21, 31 en 35 of enige ander ooreenkoms wat die partye aangaan, mag geen bedrae van enige aard afgetrek word nie van bedrae wat aan 'n werknemer verskuldig is vir lone, verdienste vir oortyd en/of enige ander vorm van besoldiging, uitgesonderd 'n bedrag wat 'n werkgever regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek.

(4) Geen bedrag mag regstreeks of onregstreeks aan 'n werkgever betaal word of deur hom aanvaar word vir die indiensneming of opleiding van 'n werknemer nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op opleidingskemas waartoe die werkgever regtens moet bydra nie.

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

5. PIECE WORK

(1) The giving out by employers, or the performance by employees, of work on a piece-work basis is prohibited, or any system of payment of labour by which the earnings of an employee are based or calculated partly or wholly upon quantity or measurement of the work performed. The provisions of this clause shall apply, notwithstanding the fact that the employee may supply a small quantity of the material or plant required.

(2) Notwithstanding the provisions or subclause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 8, 9, 10, 11, 15 and 35 or other agreement entered into between the parties, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive scheme; the terms of which have been agreed upon as set out in subclauses (3) and (4) hereunder: Provided further that apprentices, minors, trainees, learners, learner asphalters and learner glazier shall not be allowed to participate in incentive schemes.

(3) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees which may agree upon the terms of any such scheme.

(4) The terms of any such incentive scheme, and any subsequent alteration thereto which may have been agreed upon by the Committee, shall be reduced to writing and be signed by the members of the Committee, and shall not be varied by the Committee or terminated by either party unless the party wishing to vary or terminate the agreement has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such agreement.

6. LABOUR-ONLY CONTRACT

(1) No employer shall give out and/or perform work on a "labour-only" contract basis.

(2) No employee shall undertake and/or perform work on a "labour-only" contract basis.

For the purpose of this clause the terms "labour-only contract" shall include any contract for which the contractor or employer does not supply the required material for the completion of the contract or the performance of the work.

7. PAYMENT OF REMUNERATION

(1) Subject to the provisions of clauses 13 and 35 of this Agreement, remuneration due to employees shall be paid in cash, weekly, on the site where they are employed, between 2 p.m. and finishing time, or within 10 minutes of finishing time, on Fridays, or on termination of employment if this takes place before the ordinary pay-day: Provided that—

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

(b) payment may be made, with the prior consent of the Council, at times other than the above or on days other than Friday; and

(c) the remuneration due to employees for country jobs may be made at such time as may be mutually agreed upon by the employer and the employees concerned.

(2) Remuneration, including holiday fund stamps, shall be handed to employees in sealed envelopes in the form prescribed in Annexure A to this Agreement.

(3) An employer shall not levy fines against his employees and, subject to the provisions of clauses 21, 31 and 35 or any other agreement entered into between the parties, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than any amount which an employer, is legally or by any order of any competent court, required or permitted to make.

(4) No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee; provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

8. STAPTYD EN VERVOER

(1) Wanneer 'n werk verder as drie kilometer van Kerkplein, Grahamstad, af geleë is maar nie verder nie as agt kilometer, moet die werkgewer vervoer in albei rigtings ten opsigte van genoemde afstand verskaf of daarvoor betaal. Waar die werkgewer vervoer verskaf, moet die vervoermiddel nie later nie as 10 minute na die uitskeityd van die werkplek af vertrek, anders moet die werknemer vir die tyd wat daar van hom vereis word om te wag, betaal word teen die loon wat in klousule 4 vir 'n werknemer van sy klas voorgeskryf word.

(2) Alle tyd wat 'n werknemer bestee om na en van sy werk te gaan, is tyd buite die gewone werkure voorgeskryf in klousule 10.

9 PLATTELANDSE WERK

Ondergenoemde vervoertoelae en/of slaapplektoelae moet deur 'n werkgewer betaal word aan 'n werknemer wat hy gestuur het om by 'n plattelandse werk te gaan werk:

(a) Waar die werknemer daartoe in staat is om elke dag na sy tuiste terug te keer en dit wel doen, die passasiersgeld (tweede klas), vir die heen- en terugreis per trein elke dag. Slegs vir tyd gewerk aan die stuk werk, word daar betaal.

(b) Waar die werknemer nie daartoe in staat is om daaglik na sy tuiste terug te keer nie—

(i) die spoorwegpassasiersgeld (tweede klas), van en na sy werk, aan die begin en beëindiging van sodanige werk; vir tyd bestee aan reise gedurende slegs die gewone werkure, moet daar teen die uurloon van die betrokke werknemer betaal word soos voorgeskryf in klousule 4;

(ii) geskikte slaapplek naby die werkplek, of 'n toelae van R2 per werkdag in plaas daarvan;

(iii) 'n werknemer wat gedurende die naweek na sy tuiste kan gaan en teen die gewone begintyd op Maandag (of Dinsdag ná Paasmaandag, of die volgende Dinsdag as Geloftedag op 'n Sondag of 'n Maandag val) kan terugkeer, is gedurende naweke geregtig op spoorwegpassasiersgeld, tweede klas, maar geen betaling in plaas van sodanige passasiersgeld word toegeelaat as die reis nie onderneem word nie. 'n Werkgewer is nie daarvoor verantwoordelik om lone ten opsigte van tyd wat aan reise gedurende sodanige naweke bestee word, te betaal nie.

10. WERKURE

(1) Behoudens klousules 11 en 35 mag die gewone werkure hoogstens soos volg wees:

(a) In die geval van alle boubedryfwerknemers, met inbegrip van dié in diens in verband met elektriese installering en loodgieterswerk, 40 uur in 'n week, of agt uur op 'n dag van Maandag tot Vrydag;

(b) behoudens klousule 11 mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat en mag geen werknemer buite die ure hieronder gemeld, werk nie:

8 vm. en 5 nm. op enige dag van Maandag tot en met Vrydag; met 'n rustyd van een uur vir middagete van 1 nm. tot 2 nm.;

Met dien verstande dat van werknemers van werkgewers wat elektriese installering en loodgieterswerk onderneem, ondanks andersluidende bepalings in hierdie Ooreenkoms, vereis of hulle toegelaat kan word om op Saterdag te werk sonder om vooraf die toestemming van die Raad te verkry: Voorts met dien verstande dat sodanige werknemers die oortydloon betaal moet word wat in klousule 11 vir hulle voorgeskryf word: Voorts met dien verstande dat werknemers skofwerk mag verrig.

(2) (a) Behoudens klousule 11, mag 'n werknemer nie as één skof in enige tydperk van 24 uur werk nie.

(b) Waar daar drie skofte gewerk word, moet een van die skofte gewerk word binne die ure soos voorgeskryf in subklousule (1). Waar slegs twee skofte gewerk word, mag 'n werknemer nie toegelaat word of mag daar nie van hom vereis word om vir die eerste skof vroeër as 6 vm. te begin of later as 3 nm. te werk nie.

(c) 'n Werknemer wat enige ander skof werk as dié wat binne die ure val soos voorgeskryf in subklousule (1), moet, benewens die loon vir elke uur aldus gewerk, 'n toelae van 10 persent van die loon voorgeskryf in klousule 4 (1), betaal word.

(d) 'n Werkgewer wat voornemens is om werknemers vir skofwerk te gebruik, moet eers die Raad skriftelik van sodanige voorneme in kennis stel en moet die ure meld waarin elke skof gewerk sal word.

(3) Geen werknemer mag aangesê of toegelaat word om vir 'n aaneenlopende tydperk van langer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie. Vir die toepassing van hierdie klousule word werktidperke wat deur pouses van minder as één uur onderbreek word, geag aaneenlopend te wees.

8. WALKING TIME AND TRANSPORT

(1) Whenever a job is situate more than three km and not more than eight km from Church Square, Grahamstown, the employer shall provide or pay for transport both ways in respect of the said distance. Where transport is provided by the employer the means of conveyance shall leave the job not later than ten minutes after closing time, otherwise the employee shall be paid for the time he is required to wait at the rate of wages prescribed in clause 4 for an employee of his class.

(2) Any time occupied by an employee in proceeding to or from work shall be outside the ordinary working hours prescribed in clause 10.

9. COUNTRY JOBS

The following transport allowance and/or allowance for sleeping accommodation shall be paid by an employer to an employee sent by him to work on a country job:

(a) Where the employee is able to and does return to his home every day, return second class railway fare daily. Only time worked on the job shall be paid for.

(b) Where the employee is unable to return to his home daily—

(i) second class railway fare to and from the place of work at the beginning and termination of such work, respectively; time occupied in travelling during the ordinary working hours only shall be paid for at the hourly rate of wages of the employee concerned as prescribed in clause 4;

(ii) suitable sleeping accommodation in proximity to the place of work, or an allowance of R2 per working day in place thereof;

(iii) an employee who is able to proceed to his home at the weekend and return by the ordinary starting time on Monday (or Tuesday after Easter Monday or the following Tuesday if the Day of the Covenant falls on a Sunday or Monday) shall be entitled to a second class rail fare at weekends but no payment in lieu of such fare shall be made if the journey is not undertaken. An employer shall not be liable to pay wages in respect of any time spent on travelling during such weekends.

10. HOURS OF WORK

(1) Subject to the provisions of clauses 11 and 35, the ordinary hours of work shall not exceed—

(a) in the case of all building trade employees including those engaged on electrical installation and plumbing work, 40 hours in any week, or eight hours on any day from Monday to Friday;

(b) subject to the provisions of clause 11, an employer shall not require or permit an employee and an employee shall not work outside the hours set out hereunder:

8 a.m. and 5 p.m. on any day from Monday to Friday (inclusive); with a rest period of one hour for lunch from 1 p.m. to 2 p.m.;

Provided that employees of employers engaged on electrical installation and plumbing work may, notwithstanding anything to the contrary in this Agreement, be required or permitted to work on Saturdays without the prior consent of the Council: Provided further that such employee shall be paid the overtime rate prescribed in clause 11 for such an employee: Provided further that employees may be employed on shift work.

(2) (a) Subject to clause 11, no employee shall work more than one shift in any period of 24 hours.

(b) Where three shifts are being worked, one of the shifts shall be worked within the hours prescribed in subclause (1). Where two shifts only are worked, an employee shall not be required or permitted to commence work earlier than 6 a.m. or finish work later than 3 p.m. for the first shift.

(c) An employee employed on any shift other than the shift falling within the hours laid down in subclause (1) shall be paid an allowance of 10 per cent of the wage prescribed in clause 4 (1) in addition to such wage for each hour employed.

(d) An employer intending to engage employees to work on shift work shall first notify the Council in writing of such intention and shall state the hours during which each shift shall be worked.

(3) No employee shall be required or permitted to work for a continuous period of longer than five hours without an uninterrupted interval of not less than one hour. For the purpose of this clause periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(4) Geen werknemer mag enige werk aanvra, onderneem of verrig of sy ambag of enige ambag of onderafdeling daarvan wat in die omskrywing van "Bounywerheid" genoem word, hetsy vir besoldiging al dan nie, vir of ten behoeve van enige persoon, buite die ure voorgeskryf in of soos neergeleë mag word ooreenkomstig hierdie Ooreenkoms, uitoefen nie, en ook nie op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Geloftedag of gedurende die jaarlikse verloftydperk nie, tensy die goedkeuring van die Raad vooraf skriftelik verkry is; behalwe dat so 'n werknemer werk net vir homself mag verrig.

(5) Geen werk, uitgesonderd dié in klousule 11 (1) gespesifiseer, mag deur 'n werkgewer of 'n werknemer op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Geloftedag, Saterdag, Sondag of gedurende die jaarlikse verloftydperk verrig word nie, tensy die goedkeuring van die Raad vooraf verkry is.

(6) Alle werkende werkgewers en vennote moet subklousules (1), (4) en (5) nakom.

11. OORTYD, BESOLDIGING VIR OORTYD EN WERK OP SEKERE DAE

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe op noodsaaklike dienste of in noodgevalle. Vir die toepassing van hierdie Ooreenkoms word alle tyd gewerk wat langer duur as die getal gewone werkure in klousule 10, voorgeskryf, geag oortyd te wees.

(2) *Besoldiging vir oortyd.*—Enige werknemer van wie vereis word om enige tyd buite die werkure in klousule 10 van hierdie Ooreenkoms voorgeskryf, te werk, moet besoldig word—

(a) vir oortyd tot en met twee uur daaglik gewerk van Maandag tot en met Vrydag—

(i) vakleerlinge, minderjariges en kwekelinge kragtens die Wet op Opleiding van Ambagsmanne, 1951:

Een en 'n tiende maal sy uurloon;

(ii) ongeskoolde arbeiders en halfgeskoolde arbeiders: Een en 'n tiende maal sy uurloon plus die vakansiefonds-betaling voorgeskryf vir die klas werknemer gemeld in klousule 35 (3) van hierdie Ooreenkoms;

(iii) leerlinge, leerling-asfaltwerkers en leerling-ruitwerkers: Een en 'n tiende maal sy uurloon.

"Uurloon" beteken die weekloon gedeel deur 40;

(iv) ander werknemers: Die uurloon plus die vakansiefonds-betaling voorgeskryf vir die klas werknemer gemeld in klousule 35 (3) van hierdie Ooreenkoms;

(b) ten opsigte van elke uur of deel van 'n uur gewerk—

(i) wat meer as twee uur oortyd daaglik uitmaak van Maandag tot en met Vrydag; en

(ii) op Saterdag vóór middag:

Een en 'n kwart maal sy uurloon;

(c) ten opsigte van elke uur of deel van 'n uur gewerk—

(i) ná middag op Saterdag;

(ii) op Sondag tot 8 vm. op Maandag;

(iii) op die openbare vakansiedae voorgeskryf in klousule 35 (2) (a);

(iv) gedurende die jaarlikse vakansietyd voorgeskryf in klousule 35 (1) (a): Een en 'n derde maal die uurloon van die betrokke werknemer.

(3) As 'n werknemer nie werk op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Geloftedag of Republiekdag nie, moet sy werkgewer hom ten opsigte van sodanige dag besoldig teen minstens sy gewone loonskaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(4) Die besoldiging betaalbaar kragtens subklousule (3) ten opsigte van Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Setlaarsdag, Geloftedag en Republiekdag, moet bo en behalwe die besoldiging wees wat verskuldig is aan 'n werknemer ten opsigte van sodanige dae kragtens subklousule (2) (c) (iii).

(5) Geen werkgewer mag sy werknemer toelaat om meer as 10 uur oortyd in 'n week te werk en geen werknemer mag aldus werk nie.

12. WERKENDE WERKGEWERS

Alle werkende werkgewers moet die bepalings van klousules 10 en 11 van hierdie Ooreenkoms nakom.

13. DIENSBEEÏNDIGING

(1) 'n Werknemer wat sy diens by sy werkgewer wil beëindig, en 'n werkgewer wat die dienste van 'n werknemer wil beëindig, moet—

(a) in die geval van timmermanne, skrynwerkers, loodgieters en werknemers wat plafonne aanbring, minstens twee uur kennis van sodanige voorneme gee, en in die geval van elektrisiëns, minstens vyf werkdade kennis van sodanige beëindiging; en

(4) No employee shall solicit, undertake or perform any work or ply his trade or any trade or subdivision thereof mentioned in the definition of "Building Industry", whether for remuneration or not, for or on behalf of any person, outside the hours prescribed in or as may be laid down in accordance with this Agreement, nor on a Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant, or during the annual leave period, except where the prior consent of the Council had first been obtained in writing; save that such employee may perform work for himself only.

(5) No work other than that specified in clause 11 (1) shall be performed by an employer or an employee on Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Day of the Covenant, Saturday, Sunday or during the annual leave period, without the prior consent of the Council.

(6) All working employers and partners shall observe the provisions of subclauses (1), (4) and (5).

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

(1) An employer shall not require or allow an employee to work overtime except on essential services or in cases of emergency work. For the purpose of this Agreement all time worked in excess of the number or ordinary hours of work prescribed in clause 10 shall be deemed to be overtime.

(2) *Payment for overtime.*—Any employee who is required to work any time outside the hours of work prescribed in clause 10 of this Agreement shall be paid—

(a) in respect of overtime up to two hours worked daily between Monday and Friday inclusive—

(i) apprentices, minors and trainees in terms of the Training of Artisans Act, 1951:

One and one-tenth times his hourly wage;

(ii) unskilled labourers and semi-skilled labourers:

One and one-tenth times his hourly wage plus the holiday fund payment prescribed for the class of employee concerned in clause 35 (3) of this Agreement;

(iii) learners, learner asphalters and learner glaziers:

One and one-tenth times his hourly wage.

"Hourly wage" means the weekly wage divided by 40;

(iv) other employees—

the hourly wage plus the holiday fund payment prescribed for the class of employee concerned in clause 35 (3) of this Agreement;

(b) in respect of each hour or part of an hour worked—

(i) in excess of two hours' overtime daily between Monday and Friday, inclusive; and

(ii) on Saturday prior to noon:

One and one-quarter times his hourly wage;

(c) in respect of each hour or part of an hour worked—

(i) after noon on Saturdays;

(ii) on Sunday until 8 a.m., on Monday;

(iii) on the public holidays prescribed in clause 35 (2) (a);

(iv) during the annual holiday period in clause 35 (1) (a): One and one-third times the hourly wage of the employee concerned.

(3) If an employee does not work on Good Friday, Easter Monday, Ascension Day, Settlers' Day, the Day of the Covenant or Republic Day, his employer shall pay him in respect of such day at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(4) The remuneration payable in terms of subclause (3) in respect of Good Friday, Easter Monday, Ascension Day, Settlers' Day, the Day of the Covenant and Republic Day, shall be in addition to the payment due to an employee in respect of such days in terms of subclause 2 (c) (iii).

(5) No employer shall permit his employee to work and no employee shall work more than 10 hours overtime in any one week.

12. WORKING EMPLOYERS

All working employers shall observe the provisions of clauses 10 and 11 of this Agreement.

13. TERMINATION OF EMPLOYMENT

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall—

(a) in the case of carpenters, joiners, plumbers and employees employed on ceiling erecting, give not less than two hours' notice of such termination, and in the case of electricians give not less than five working days' notice of such termination, and

(b) in die geval van alle ander werknemers, minstens een uur kennis van sodanige beëindiging:

Met dien verstande dat dit nie die reg van 'n werkgewer of 'n werknemer om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig, of die inwerkingtreding van verbodings of boetes wat van toepassing is op werknemers wat dros, mag raak nie.

(2) Enige ambagsman, wat versoek dat die loon wat aan hom verskuldig is, op die datum van beëindiging betaal word, moet voor 8.30 v.m. op die dag van diensbeëindiging kennis gee, anders kan betaling van lone as gevolg daarvan op die volgende werkdag geskied.

(3) Die kennisgewingtydperk in die geval van werknemers, uitgesonderd elektrisiëns, in subklousule (1) (a) van hierdie klousule genoem, tree in werking aan die begin van die laaste twee ure van die werkdag, en werknemers moet gedurende die kennisgewingtydperk van twee uur toegelaat word om hulle gereedskap in werkende orde te kry en daarna moet hulle hul werk hervat en voortsit tot die gewone ophoutyd, en in die geval van werknemers in subklousule 1 (b) van hierdie klousule gemeld, tree die kennisgewingtydperk in werking aan die begin van die laaste uur van die werkdag.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag die diens van 'n ambagsman nooit beëindig word voor die gewone ophoutyd op die dag wat gemeld is toe kennis van diensbeëindiging gegee is nie, behalwe in die geval van summiere ontslag.

(5) Die betaling van lone vir die kennisgewingtydperk moet, wat betref werknemers wat stukwerk verrig, bereken word volgens die minimum besoldiging in klousule 4 van hierdie Ooreenkoms voorgeskryf.

(6) Indien 'n werkgewer 'n werknemer ooreenkomstig subklousule (1) kennis van diensbeëindiging gegee het, moet die werkgewer die besoldiging wat aan die werknemer verskuldig is voor of op die uitskeityd op die betrokke dag aan sodanige werknemer betaal.

14. BEWARING EN VERSKAFFING VAN GEREEDSKAP, ENS.

(1) Die werkgewer moet 'n geskikte plek, wat vir die toepassing van hierdie klousule 'n bouwerk wat behoorlik gesluit kan word, beteken, by alle werkplekke verskaf sodat gereedskap daarin toegesluit kan word. Dit is nie op los werk van toepassing nie. Die werkgewer moet alle werknemersgereedskap in werkwinkels en by werkplekke, uitgesonderd los werk, teen verlies deur brand en/of diefstal verseker, met 'n maksimum aanspreeklikheid van R40 ten opsigte van elke werknemer.

(2) Die werkgewers moet slypstene of amarijskwywe vir die skerpmak van gereedskap by die werkplek verskaf. Hierdie subklousule is nie op loswerk van toepassing nie.

(3) Werkgewers moet die volgende verskaf in die geval van:

(a) *Asfaltwerkers*.—Rollers, borsels en reihoute.

(b) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en snystukke langer as 30 cm en alle hamers swaarder as 1360 gm, ystersaaglemme en sae om asbes mee te saag.

(c) *Klipmesselaars en -kappers*.—Gereedskap om graniet of sandsteen mee te bewerk, kloue en skermbrille. Geskikte afadke vir klipkappers, waarvan die dak minstens 3 m hoog moet wees. Hierdie reël geld nie by klein werkies op bouversele nie.

(d) *Skilders, ruitwerkers en plakkers*.—Alle gereedskap, uitgesonderd stopverfmesse, glassnyers, stoffers en plakkwaste en skêre.

(e) *Pleistersaars*.—Daghaplanke en staanders ongeveer 0,75 m hoog, rollers, reihoute en spesiale gereedskap vir granoliet.

(f) *Loodgieters en gasaanleërs*.—Masjiene wat in 'n werkwinkel of by 'n werk gebruik word:

Afsteekpenne en klinkstawe en bore van alle groottes.

Draadnygereedskap soos stokke en snymoere, snytappe en sperratte.

Pypnygereedskap en skroewe.

Spesiale en swaar kalfaatysters en vuurkonkas.

Metaalpotte en groot gietlepels.

Beitels, ponse en muurpenne langer as 22½ cm.

Soldeerboute.

Vyle en ystersaaglemme.

Dreuels meer as 5 cm in deursnee.

Klinknaelstelle van grootte No. 12 en groter, en groefkap-gereedskap.

Plaatmetaalwerkhammers en swaar klophammers.

Ponse, hol of solied, meer as 6 mm in deursnee.

Moersleutels en tange langer as 30 cm.

Buigvere, 5 cm lank of langer, indien daarom gevra word.

(g) *Elektrisiëns*.—Groot vyle, alle skroewe, groot beitels, saaglemme, gatsnygereedskap vir intrekkaste en draadnygereedskap, alle hamers swaarder as 900 gm en sneldraabore, metaalpotte en gietlepels.

(b) in the case of all other employees not less than one hour's notice of such termination:

Provided that this shall not affect the right of an employer or an employee to terminate employment without notice for any cause recognised by law as sufficient, or the operation of any forfeitures or penalties which may be applicable in respect of an employee who deserts.

(2) Any journeyman requiring payment of wages due to be made on the day of termination shall give his notice to the employer before 8.30 a.m. on the day of termination of his employment, otherwise payment of wages due may, in consequence, take place the next working day.

(3) The notice period in the case of employees, except electricians, mentioned in paragraph (a) of subclause (1) of this clause shall become operative at the beginning of the last two hours of the working day, and employees shall be permitted during the two hours' notice period to put their tools in working order and thereafter they shall resume and continue their work until the normal finishing time, and in the case of employees mentioned in subclause (1) (b) of this clause the notice period shall become operative at the beginning of the last hour of the working day.

(4) Notwithstanding anything to the contrary contained in this Agreement, termination of employment of a journeyman, shall not, in any case, take place before the normal finishing time on the day stated when giving notice of termination of employment, except in the case of summary dismissal.

(5) The payment of wages in respect of the notice period shall, in respect of employees employed on piece-work, be calculated on the minimum remuneration prescribed in clause 4 of this Agreement.

(6) In the event of an employer having given notice to an employee in accordance with subclause (1), the remuneration due to an employee shall be paid to him by the employer not later than finishing time on the day concerned.

14. STORAGE AND PROVISIONS OF TOOLS, ETC.

(1) A suitable place, which for the purpose of this clause means a structure capable of being securely locked, shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops and on jobs other than jobbing work shall be insured by the employer against loss by fire and/or theft, the maximum liability to be R40 in respect of each employee.

(2) Employers shall supply grindstones or emery wheels for sharpening tools on the job. This subclause shall not apply to jobbing work.

(3) Employers shall provide in the case of:

(a) *Asphalters*.—Rollers, brushes and straight-edges.

(b) *Carpenters*.—All cramps, hand screws, glue brushes, wrenches, crowbars, augers and bits over 30 cm long and all hammers over 1360 gm, hacksaw and saws for cutting asbestos.

(c) *Masons and stonecutters*.—Tools for working granite or sandstone claws and safety goggles. Suitable sheds for stone-cutters, the roof of which must be not less than 3 m high. This rule shall not apply to small jobs on building sites.

(d) *Painters, glaziers and paperhangers*.—All tools except putty knives, glass cutters and paperhangers brushes and scissors.

(e) *Plasterers*.—Mortar boards and stands of approximately 0,75 m in height, rollers, straight-edges and special granolithic tools.

(f) *Plumbers and gasfitters*.—Machines used in shop or on job:

Stake and riveting bars and drills of all sizes.

Screwing tackle, such as stock, dies, taps and brackets.

Pipe-cutting tools and vices.

Special and heavy caulking irons and fire-pots.

Metal pots and large ladles.

Chisels, punches and wall pins over 22½ cm in length.

Soldering irons.

Files and hacksaw blades.

Mandrills over 5 cm in diameter.

Rivet sets from No. 12 rivet and over, and grooving tools.

Sheet metal workers' mallets and heavy dressers.

Punches over 6 mm in diameter, hollow or solid.

Wrenches and tongs over 30 cm in length.

Bending springs 5 cm or over if asked for.

(g) *Electricians*.—Large files, all vices, large chisels, saw blades, whole cutting tools for draw in boxes and screw cutting tools for draw in boxes and screw cutting tools, all hammers over 900 gm and high-speed drills, metal pots and ladles.

15. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Werkgewers en werknemers moet onderstaande reëls nakom: Met dien verstande dat vir sover die regulasies in verband met bou-, slopings- en uitgrawingswerk wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer is, bepalinge bevat wat onbestaanbaar is met die bepalinge van hierdie klousule of bepalinge bevat wat nie in hierdie klousule voorkom nie, die bepalinge van genoemde regulasies van toepassing is.

(1) *Boetseerwerkinkels van pleisteraars.*—Vorms moet deur ongeskoolde arbeiders gevul word onder die toesig van 'n werknemer wat minstens die loon betaal word wat in klousule 4 (1) (a) (iv) van hierdie Ooreenkoms vir ambagsmanne voorgeskryf word, en 'n werknemer wat aldus werk, mag nie laer lone aanneem nie.

(2) *Betonwerk.*—(a) 'n Werknemer wat in enigen van onderstaande werksaamhede werksaam is:

Bekisting maak of oprig;

oppervlakke afwerk;

toesig hou oor die oprigting en aanbring van wapening;

toesig hou oor gelykmaak en ander betonwerk;

moet minstens die loon betaal word wat in klousule 4 (1) (a) (iv) van hierdie Ooreenkoms vir ambagsmanne voorgeskryf word, en 'n werknemer wat aldus werk, mag nie laer lone aanneem nie.

(b) Elke werkgever moet 'n werknemer in diens neem teen minstens die loon wat in klousule 4 (1) (a) (iv) van hierdie Ooreenkoms vir ambagsmanne voorgeskryf word, wat sonder onderbreking werksaam moet wees terwyl beton *in situ* gegooi word, en die enigste plig van hierdie werknemer is om toesig te hou oor andere wat hierdie klas werk verrig.

(3) *Klipwerk.*—(a) (i) 'n Werkgever mag niemand anders as 'n klippesselaar in diens neem om 'n klipdraai- en klipskaafmasjien en/of 'n diamant- en karborundumsaagmasjien te bedien nie, tensy sodanige persoon minstens die loon ontvang wat in klousule 4 (1) (a) (iv) van hierdie Ooreenkoms vir ambagsmanne voorgeskryf word, en geen werknemer wat aldus werk, mag laer lone aanneem nie;

(ii) 'n werkgever mag niemand anders as 'n gekwalifiseerde klippesselaar in diens neem vir werk wat gewoonlik deur 'n klippesselaar gedoen word nie, uitgesonderd vir die werk wat in die omskrywing van 'n halfgeskoolde arbeider omskryf word.

(b) 'n Werkgever moet werknemers wat saaglemme insit, klip regsit vir saagwerk en/of klip vas- en gelyksit vir poleermasjiene, minstens die loon betaal wat in klousule 4 (1) (a) (iv) van hierdie Ooreenkoms vir ambagsmanne voorgeskryf word, en geen werknemer wat aldus werk, mag laer lone aanneem nie.

(c) 'n Werkgever mag nie toelaat dat klipwerkbanke minder as 1,8 m van mekaar af is of dat stof gedurende werkure met uitlaat- of druklug afgeblaas word nie.

(d) Alle haakse klip moet in die werkgever se werkplaas of op die werkplek bewerk word, maar kan by die steengroef kleiner gekap word deur slegs 'n splinterhamer te gebruik. Wanneer die werkgever se werkplaas by die steengroef geleë is, moet dit op 'n veilige afstand van die werkfront van die steengroef af wees.

(4) *Steiers en uitrusting.*—'n Werkgever moet toesien dat steiers aan werkmans verskaf word vir alle werk wat nie veilig van 'n leer af of op 'n ander manier verrig kan word nie, en dat alle steiers behoorlik opgerig word van geskikte en onbeskadigde materiaal en dat dit onder behoorlike toesig opgerig word, en—

(A) 'n werkgever moet toesien dat—

(a) steirpale stewig gestut en teen verskuiwing bevestig is en dat hulle vertikaal bly, uitgesonderd in die geval van kortelingssteiers, wat effens in die rigting van die bouwerk moet oorhel;

(b) (i) staanders hoogstens 6 voet, 8 voet en 10 voet van mekaar af is in die geval van onderskeidelik swaar, medium en ligte vrage, indien hulle van staal vervaardig is, en hoogstens 10 voet van mekaar af indien dit van hout vervaardig is;

(ii) steierbalke hoogstens 7 voet vertikaal van mekaar af is;

(iii) kortelings of kalwers hoogstens 5 voet, 6 voet en 8 voet van mekaar af is in die geval van onderskeidelik swaar, medium en ligte vrage.

Vir die toepassing van hierdie klousule beteken ligte, medium en swaar vrage onderskeidelik vrage van hoogstens 25, 50 en 75 pond per vt^2 ;

(c) elke deel van 'n steierraamwerk wat van hout gemaak is, 'n diameter van minstens 3 duim of 'n profiel van gelyke sterkte het.

(B) Geen werkgever mag 'n steier gebruik of laat gebruik nie, tensy dit—

(a) stewig en doeltreffend gestut is om stabiliteit in alle rigtings te verseker;

(b) op geskikte vertikale en horisontale afstande vasgemaak is aan die bouwerk waaraan gewerk word, tensy dit ontwerp is om volkome vry te staan;

15. SPECIAL PROVISIONS COVERING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

Employers and employees shall observe the following rules, provided that to the extent to which the regulations in respect of building, demolition and excavation work published under the Factories, Machinery and Building Work Act, 1941, contain provisions which are inconsistent with the provisions of this clause or contain provisions not appearing in this clause the provisions of the said Regulations shall apply.

(1) *Plasterers' modelling shops.*—The filling of moulds shall be carried out by unskilled labourers under the supervision of an employee who shall be paid not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate.

(2) *Concrete work.*—(a) An employee employed to perform any of the following operations:

Making or erecting shuttering;

finishing surfaces;

supervising erection and fixing of reinforcing;

supervising levelling and other concrete work;

shall be paid not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate;

(b) Every employer shall employ an employee at a rate of pay not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of this Agreement, who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of this employee to supervise other persons doing this class of work.

(3) *Stone work.*—(a) (i) An employer shall not employ any person other than a mason as an operator of a stone turning and planing machine and/or of a diamond and carborundum sawing machine unless such person is in receipt of wages not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate;

(ii) an employer shall not employ any person other than a qualified mason on work usually performed by masons, other than the work defined under the definition of semi-skilled labourer.

(b) An employer shall pay an employee employed in fixing saw blades, setting stones ready for sawing and/or fixing or levelling all stones for polishing machines, wages at not less than the rates prescribed for journeymen in clause 4 (1) (a) (iv) of this Agreement, and no employee so employed shall accept wages at a lower rate;

(c) an employer shall not permit masons' bankers to be less than 1,8 m apart or dust to be blown off with exhaust or compressed air during working hours;

(d) all squared stone must be worked in the employers' 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 a safe distance from the working face of the quarry

(4) *Scaffolding and plant.*—An employer shall ensure that a scaffold shall be provided for workmen for all work that cannot safely be done from a ladder or by other means, and that all scaffolding is properly constructed of suitable and sound material, that it is erected under competent supervision, and—

(A) 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 six feet, eight feet and ten feet apart in the case of heavy, medium and light loads, respectively, if constructed of steel and not more than ten feet apart if constructed of timber;

(ii) ledgers to be spaced not more than seven feet apart vertically;

(iii) putlogs or transoms to be spaced not more than five feet, six feet and eight feet apart in the case of heavy, medium and light loads, respectively.

For the purpose of this clause light, medium and heavy loads shall mean loads of not more than 25, 50 and 75 pounds per square foot, respectively;

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

(B) 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 gebou is dat die veiligheidsfaktor daarvan minstens 4 is;

(d) minstens een keer per week en na gure weer deur 'n bevoegde persoon nagegaan word.

(C) Geen werkgewer mag vereis of toelaat dat—

(a) steierwerk waarvan die stutraam uit hout bestaan, hoër as 80 voet is nie;

(b) steierwerk opgerig, verander of afgetakel word nie, behalwe deur of onder die persoonlike toesig van 'n bevoegde persoon.

(6) Platforms.

(A) 'n Werkgewer moet toesien dat—

(a) elke steierplatform wat van hout gemaak is, uit planke van minstens 9 duim breed by $1\frac{1}{2}$ duim dik bestaan;

(b) elke plank wat deel van 'n steierplatform uitmaak, op minstens drie stutte rus, uitgesonderd in die geval van boksteiers, en dat dit minstens 6 duim by tussenstutte en minstens 9 duim by eindstutte verbystee;

(c) elke plank van 'n steierplatform stewig vasgesit is om te voorkom dat dit verskuif;

(d) elke platform op so 'n wyse met planke beklee is dat dit sal verhoed dat materiaal en gereedskap deurval.

(B) 'n Werkgewer moet toesien dat elke werkplatform van 'n steier—

(a) minstens 3 voet breed is, en 'n onbelemmerde en onversperde gang van minstens 18 duim insluit: Met dien verstande dat waar 'n platform slegs as deurgang gebruik word, 'n totale platformwydte van 18 duim toereikend is;

(b) wat meer as 6 voet 6 duim bokant die vloer of grond is, voorsien is van—

(i) sterk skutrelings minstens 3 voet en hoogstens 3 voet 6 duim hoog aan alle kante van die platform, behalwe aan die kant teenoor die bouwerk;

(ii) stootstukke aan alle kante van die platform, uitgesonderd die kant teenoor die bouwerk, wat minstens 6 duim hoog bokant die vlak van die platform moet wees en in die geval van hout minstens 1 duim dik moet wees en só aangebring moet word dat daar geen oop ruimte tussen die stootstuk en die platform bestaan nie;

(c) só ingerig is dat die opening tussen die platform en bouwerk hoogstens 3 duim is: Met dien verstande dat waar werkmense moet sit terwyl hulle werk, hierdie afstand tot hoogstens 12 duim vergroot kan word;

(d) vry gehou moet word van afval, uitstaande spykers of ander hindernisse en dat dit in 'n glyvaste toestand gehou word.

(C) Geen werkgewer mag vereis of toelaat dat 'n werkplatform wat hoër as twee voet is, op 'n steierplatform gestut word nie.

(D) 'n Werkgewer moet 'n bykomende skutreling laat aanbring op 'n hoogte van 3 voet bokant elke werkplatform wat op 'n steierplatform gestut word.

(E) 'n Werkgewer moet toesien dat daar gerieflike en veilige toegang tot elke steierplatform verskaf word. Waar sodanige toegang deur lere verleen word, moet die lere aan die onderkant stewig gestut wees, minstens 3 voet bokant die platform aan die bopunt uitsteek en stewig vasgesit word.

(F) Die bepalinge van hierdie subklousule is ook van toepassing op werkplatforms waarvandaan bou-, slopings- of uitgrawingswerk verrig word.

(7) Oploep.

(A) Geen werkgewer mag vereis of toelaat dat 'n oploep aangebring of gebruik word waarvan die helling meer as 1 vertikaal tot $1\frac{1}{2}$ horisontaal is nie.

(B) 'n Werkgewer moet toesien dat elke oploep—

(a) waarvan die helling bykomende vastrapplek nodig maak, en in elke geval waar die helling meer as een vertikaal tot vier horisontaal is, voorsien word van behoorlike keerlatte wat—

(i) op geskikte afstande van mekaar geplaas moet word; en

(ii) oor die volle breedte van die oploep moet strek, uitgesonderd dat dit oor 'n breedte van hoogstens nege duim onderbreek kan word om die beweging van kruiswaens te vergemaklik;

(b) wat meer as 6 voet 6 duim hoog is, aan albei kante voorsien word van handrelings en stootstukke wat in alle opsigte aan die bepalinge van subklousule (5) (B) (b) (i) en (ii) hiervan voldoen.

(8) Hangsteiers.—Geen werkgewer mag vereis of toelaat dat 'n hangsteier gebruik word nie, tensy—

(A) die kraanbalke—

(a) van staal is, met 'n veiligheidsfaktor van minstens vier;

(b) behoorlik gestut, goed gespaseer en aan die binneste ent stewig veranker is, maar nie met 'n gewig nie;

(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.

(C) No employer shall require or permit—

(a) scaffolding, the supporting frame of which is constructed of timber to exceed a height of 80 ft;

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

(6) Platforms.

(A) An employer shall cause—

(a) every scaffold platform which is constructed of timber to be of planks at least nine inches wide by one and one-half inches 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 six inches at intermediate supports and not more than nine inches 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.

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

(a) to be not less than three feet wide, which shall include a clear and unobstructed passage-way of not less than 18 inches, provided that where a platform is used only as a gangway, a total platform width of 18 inches shall be sufficient;

(b) which is more than six feet six inches above the floor or ground to be provided with—

(i) substantial guard rails at least three feet and not more than three feet six inches 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 six inches high from the level of the platform and in the case of wood not less than one inch 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 the structure does not exceed three inches, provided that where workmen are required to sit whilst working, this distance may be increased to not more than 12 inches;

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

(C) No employer shall require or permit a working platform which is higher than two feet to be supported on a scaffold platform.

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

(E) 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 three feet beyond the platform at the top and shall be firmly secured.

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

(7) Ramps.

(A) No employer shall require or permit a ramp to be installed or used, the slope of which exceeds one vertical to one and one-half horizontal.

(B) 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 stopping lathe 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 nine inches to facilitate the movement of barrows;

(b) which is more than six feet six inches high to be provided on both sides with hand rails and toe-boards to comply in all respects with the provisions of subclause (5) (B) (b) (i) and (ii) hereof.

(8) Suspended scaffolds.—No employer shall require or permit a suspended scaffold to be used unless—

(A) out-riggers 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;

(c) aan die buitenste ent van 'n trappie of 'n ander middel voorsien is om verskuiwing van die tou te voorkom;

(B) die werkplatform hang aan minstens twee afsonderlike staal-kabels met 'n veiligheidsfaktor van minstens 10, gebaseer op die maksimum vraag wat elke kabel moet dra;

(C) die hysmasjiene of -toestelle so opgerig en in stand gehou word dat die werkplatform nie per ongeluk beweeg kan word nie en so geleë is dat dit maklik vir inspeksie toeganklik is en dat die kabelverbinding met die kraanbalk vertikaal bokant die werkplatformaanhegpunt is;

(D) die werkplatform—

(a) vir ligte hangsteiers minstens 18 duim en hoogstens 36 duim breed is en vir swaar hangsteiers minstens 36 duim breed is;

(b) so hang dat dit so na as moontlik is aan die bouwerk waaraan gewerk word en by elke werkposisie vasgesit is om relatiewe horisontale beweging tussen die platform en die bouwerk te voorkom;

(c) voorsien is van sterk skutrelings minstens 3 voet en hoogstens 3 voet 6 duim bokant en aan alle kante van die platform, behalwe aan die kant teenoor die bouwerk: Met dien verstande dat in die geval van ligte hangsteiers, skutrelings wat minstens 2 voet 6 duim hoog is: aan alle kante van die platform aangebring moet word;

(d) aan alle kante voorsien is van stootstukke wat minstens 6 duim hoog vanaf die vlak van die platform moet wees, en in die geval van hout, minstens een duim dik moet wees, en wat so aangebring moet word dat daar geen oop ruimte tussen die stootstuk en die platform bestaan nie: Met dien verstande dat in die geval van swaar hangsteiers, die stootstukke teenoor die bouwerk minstens 2 duim hoog vanaf die vlak van die platform kan wees.

(9) *Bootsmanstoel*.—'n Werkgewer moet toesien dat elke bootsmanstoel of dergelike toestel stewig hang en so gemaak is dat 'n insittende nie daarvan kan afval nie.

(10) *Vrydraer- en kraanarmsteiers*.—Geen werkgewer mag vereis of toelaat dat 'n vrydraer- of kraanarmsteier gebruik word nie tensy—

(a) die kraanbalke van staal is, met 'n veiligheidsfaktor van minstens 4;

(b) dit aan die bepalings van subklousule (6) hiervan voldoen

(11) *Boksteiers*.—Geen werkgewer mag vereis of toelaat dat 'n boksteier gebruik word wat meer as 10 voet hoog is of wat uit meer as twee rye bestaan nie.

(12) *Dakwerk*.—'n Werkgewer moet geskikte daklere 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 enige dak wat bedek is of bedek gaan word met materiaal waardeur iemand moontlik kan val: Met dien verstande dat geskikte veiligheids gordels wat aan die bouwerk vasgemaak is met 'n tou wat lank genoeg is, in plaas van daklere, plankmatte of kruipplanke gebruik kan word op staandakke wat met 'n nie-breekbare materiaal bedek is.

(13) *Slopingswerk*.—(1) Geen werkgewer mag vereis of toelaat dat slopingswerk of werk wat daarmee gepaard gaan, uitgevoer word nie, tensy sodanige werk gedoen word deur of onder die gedurige persoonlike toesig is van 'n verantwoordelike persoon met minstens 2 jaar praktiese ondervinding van die sloping van bouwerke wat uitsluitlik vir daardie doel aangestel is. In geen omstandighede mag twee of meer persone gesamentlik oor slopingswerk toesig hou nie.

(2) Die verantwoordelike persoon moet toesien dat—

(a) alle elektriese, water-, gas- of ander toevoerleidings op doeltreffende wyse afgesluit is voordat die slopingswerk begin;

(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 word om die gevaar te voorkom dat die bouwerk intuïmel wanner 'n deel van die raamwerk van 'n skeletgebou of 'n gebou wat gedeeltelik 'n skeletgebou is, verwyder word of wanneer gewapende beton gesny word;

(d) voorsorgmaatreëls getref word deur middel van toereikende skoring of ander metodes wat nodig is ten einde te voorkom dat 'n deel van die bouwerk of 'n aangrensende bouwerk per ongeluk intuïmel.

(14) *Samewerking met die werkgewer deur werkers en ander persone vir wie hierdie Ooreenkoms bindend is—*

(i) elkeen vir wie hierdie Ooreenkoms bindend is, moet met die werkgewer saamwerk om hierdie regulasies uit te voer;

(ii) elkeen vir wie hierdie Ooreenkoms bindend is, moet onmiddellik alle defekte wat hy in die uitrusting of toestelle ontdek, herstel of aan die werkgewer, algemene voorman of voorman rapporteer en moet die optrede van enigeen wat moontlik 'n ongeluk kan veroorsaak, aan die werkgewer, voorman of algemene voorman rapporteer;

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

(B) 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;

(C) 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 out-riggers are vertically above the working platform attachments;

(D) the working platform is—

(a) not less than 18 inches and not more than 36 inches wide for light suspended scaffolds and not less than 36 inches 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 three feet and not more than three feet six inches 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 two feet six inches high, shall be provided on all sides of the platform;

(d) provided on all sides with toe-boards which shall be not less than six inches high from the level of the platform and in the case of wood not less than one inch 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 two inches high from the level of the platform.

(9) *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.

(10) *Cantilever and jib scaffolds*.—No employer shall require or permit a cantilever or jib scaffold to be used unless—

(a) the out-riggers are of steel and have a factor of safety of not less than four;

(b) it complies with the provisions of subclause (6) hereof.

(11) *Trestle scaffolds*.—No employer shall require or permit a trestle scaffold to be used which is more than 10 feet high or which is constructed in more than two tiers.

(12) *Roof work*.—The 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.

(13) *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 of by such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure.

(14) *Co-operation of workers and other persons upon whom this Agreement is binding with the employer*—

(i) Every person upon whom this Agreement is binding shall co-operate with the employer in carrying out these regulations.

(ii) Every person upon whom this Agreement is binding shall forthwith remedy or report to the employer, general foreman or foreman any defect that he may discover in the plant or appliances, or any action by any person liable to cause an accident.

(iii) niemand vir wie hierdie Ooreenkoms bindend is, mag enige uitrusting of veiligheidstoestelle wat ingevolge bostaande regulasies vereis word, sonder die magtiging van die werkgewer of sy verantwoordelike voorman belemmer, verskuif, wegneem, beskadig of vernietig nie;

(iv) elkeen vir wie hierdie Ooreenkoms bindend is, moet behoorlik gebruik maak van al die beskermingsmaatreëls, veiligheidstoestelle of ander toestelle wat vir sy beskerming verskaf word en moet al die veiligheidsopdragte gehoorsaam wat op sy werk betrekking het;

(v) elke werker vir wie hierdie Ooreenkoms bindend is, moet die nodige voorsorg tref vir sy eie veiligheid en die veiligheid van enige ander persoon op die terrein en hom weerhou van enige handeling wat hom of ander persone in gevaar kan stel;

(vi) geen persoon in diens mag van of na sy werkplek gaan nie, uitgesonderd langs die veilige toegangs- of uitgangsweg wat verskaf word.

(15) *Eerstehulpuitrusting.*—(i) Daar moet op elke plek waar bouwerk verrig word, eerstehulp kisties of -kaste wat bevredigend uitgerus, maklik toeganklik en duidelik gemerk is, verskaf word vir die onmiddellike behandeling van alle beserings wat in die loop van die werk opgedoen word.

(ii) Sodanige eerstehulpkisties of -kaste moet onder toesig van 'n verantwoordelike persoon geplaas word.

16. NATWEERSKUILING

Werkgewers moet oral waar bouwerkzaamhede verrig word, 'n geskikte skuiling verskaf waarin werknemers gedurende nat weer kan skuil.

17. LATRINES

Werkgewers moet op alle kontrakterreine en werkpersele behoorlike en toereikende sanitêre geriewe afsonderlik aan Blankes en Nie-Blankes verskaf wat buite op die deur gemerk moet word om aan te dui vir welke ras die gebruik daarvan bedoel is.

18. TEEPOUSES

Elke werkgewer moet 'n persoon en 'n geskikte houer vir kookwater verskaf vir die bereiding van tee vir sy werknemers in die oggend en gedurende etenspouse. Geen werknemer mag die onmiddellike omgewing waar hy werk, in die oggend vir tee verlaat nie. Die teepouse moet toegestaan word van 10 vm. tot 10.15 vm. en word geag deel van die gewone werkure uit te maak.

19. ADMINISTRASIE VAN OOREENKOMS

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie, en alle aangeleenthede waarvoor 'n subkomitee moet of mag beslis, kan deur enigeen wat deur so 'n beslissing benadeel word, by wyse van appel na die Raad verwys word.

20. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede, skriftelike vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan enige persoon of persone verleen.

(2) Die Raad moet, ten opsigte van enigeen aan wie vrystelling kragtens hierdie klousule verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word, asook die tydperk waarvoor sodanige vrystelling geldig is: Met dien verstande dat die Raad, as hy dit goed dink, na skriftelike kennis aan die betrokke persoon of persone gegee is, enige vrystellingsertifikaat kan intrek of wysig, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingsertifikaat deur die Sekretaris onderteken, moet uitgereik word aan elkeen aan wie vrystelling verleen is. 'n Sertifikaat is nie geldig in 'n ander gebied as dié waarvoor dit uitgereik is nie.

(4) Die Raad kan te eniger tyd gedurende die tydperk waarvoor 'n vrystellingsertifikaat toegestaan is, dit wysig of intrek sonder om 'n rede aan te voer.

(5) 'n Werkgewer moet die gewysigde voorwaardes nakom van 'n vrystellingsertifikaat wat in ooreenstemming met hierdie klousule uitgereik is.

21. UITGAWES VAN DIE RAAD

(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer elke week aan die Sekretaris van die Raad die volgende betaal:

(i) 25c vir elke werknemer wat by hom in diens is en vir wie 'n loon in paragrawe (iii), (iv), (vii), (viii) en (x) van subklousule (1) (a) van klousule 4 van hierdie Ooreenkoms voorgeskryf word. 'n Werkgewer kan 15c van die loon van so 'n werknemer vir sodanige week aftrek;

(iii) No person upon whom this Agreement is binding shall interfere with, displace, take away, damage or destroy any of the plant or safeguards required by the foregoing regulations without the authority of the employer or his responsible foreman.

(iv) Every person upon whom this Agreement is binding shall make proper use of all safeguards, safety devices or other appliances furnished, for his protection and shall obey all safety instructions pertaining to his work.

(v) Every worker upon whom this Agreement is binding shall take the necessary precautions for his own safety and for the safety of any person on the site and abstain from any action which might endanger him or other persons.

(vi) No employed person shall go to or from his work-place otherwise than by the safe means of access and egress provided.

(15) *First-aid equipment.*—(i) At every place where building work is carried on, satisfactory equipped first-aid boxes or cupboards, readily accessible and clearly marked shall be provided for the prompt treatment of all injuries sustained in the course of work.

(ii) Such first-aid boxes or cupboards shall be placed under the charge of a responsible person.

16. WET WEATHER SHELTER

At any site where building operations are being conducted, employers shall provide suitable shelter in which employees may take cover during wet weather.

17. LATRINES

Proper and adequate sanitary accommodation shall be provided by employers on all contract sites and working premises for Whites and Non-Whites separately, marked on the outside of the door to indicate the race for the use of which they are intended.

18. TEA BREAKS

Every employer shall provide a person and a suitable receptacle for boiling water for the preparation of tea for his employees in the morning and at the lunch interval. No employee may leave the immediate vicinity where he is working for tea in the morning. The tea interval shall be allowed from 10 a.m. to 10.15 a.m. and shall be deemed to be part of the ordinary hours of work.

19. ADMINISTRATION OF AGREEMENT

The Council shall be responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees, and all matters on which a subcommittee is required or permitted to reach a decision shall be capable of being referred by any person aggrieved by a decision, to the Council by way of appeal.

20. EXEMPTIONS

(1) The Council may, in writing, grant an exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw or amend any certificate of exemption whether or not the period for which exemption was granted has expired.

(3) A certificate of exemption under the signature of the Secretary shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

21. COUNCIL EXPENSES

(1) (a) For the purpose of meeting the expenses of the Council every employer shall, each week, pay to the Secretary of the Council the following:

(i) An amount of 25c in respect of each employee employed by him and for whom wages are prescribed in paragraphs (iii), (iv), (vii), (viii) and (x) of subclause (1) (a) of clause 4 of this Agreement. An employer may deduct from the wages of such employee an amount of 15c for such week;

(ii) 2c vir elke werknemer wat by hom in diens is en vir wie 'n loon in paragrawe (i) en (ii) van subklousule (1) (a) van klousule 4 van hierdie Ooreenkoms voorgeskryf word. 'n Werk-gewer kan 'n bedrag van 1c vir so 'n week van sodanige werknemer se loon aftrek.

(b) Geen bedrag moet betaal word nie vir 'n werknemer wat minder as agt uur in 'n enkele week van Maandag tot en met Vrydag vir 'n werkgewer gewerk het, en waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die betaling vir daardie week gedoen word deur die werkgewer by wie hy die eerste gedurende daardie week vir minstens agt uur in diens was.

(2) Vir elke bedrag wat 'n werkgewer ingevolge subklousule (1) hiervan aan die Sekretaris van die Raad betaal, moet die Sekretaris van die Raad 'n seël aan sodanige werkgewer uitreik.

(3) Die werkgewer moet op elke betaaldag aan elke betrokke werknemer 'n seël uitreik waarvan die waarde gelyk is aan die bedrag wat ingevolge subklousule (1) hiervan betaal is, en elke werknemer moet sodanige seël plak in die bydraeboek in klousule 35 van die Ooreenkoms vermeld. Sodanige bydraeboek moet deur die werknemer bewaar word.

(4) Die Raad kan na sy goedvinde die seël wat in hierdie klousule vermeld word, kombineer met ander seëls wat die Raad uitreik vir ander fondse wat deur hom geadminestreer word.

(5) Waar 'n werkgewer nie werknemers in subklousule (1) (a) (i) gespesifiseer, gedurende 'n week in sy diens gehad het nie, moet sodanige werkgewer, benewens die bedrag betaalbaar ingevolge subklousule (1) (a) (ii), R1 elke week aan die Sekretaris van die Raad betaal, en sodanige betaling moet vergesel gaan van 'n vorm wat die Raad voorskryf en wat van die Sekretaris van die Raad verkrygbaar is.

(6) Die minimum bedrag wat elke week ingevolge subklousule (1) (a) (i) hiervan deur 'n werkgewer betaalbaar is, is R1. Indien 'n werkgewer gedurende 'n week minder as R1 ten opsigte van die totale getal werknemers in subklousule (1) (a) (i) hiervan vermeld, betaal het, moet sodanige werkgewer die verskil tussen die bedrag wat ingevolge subklousule (1) (a) (i) betaal is en R1 betaal.

(7) 'n Werkgewer wat versuim om die werklike bedrag wat elke week ingevolge hierdie subklousule verskuldig is, te betaal, moet, benewens die bedrag wat te min betaal is, 'n bedrag betaal wat gelyk is aan 10 persent van die verskil tussen die bedrag wat verskuldig is en die bedrag wat werklik betaal is.

22. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer in die Nywerheid wat nie alreeds ingevolge 'n vorige ooreenkoms by die Raad geregistreer is nie, moet binne drie dae nadat hy 'n werkgewer word of hierdie Ooreenkoms van krag word, naamlik die jongste datum, die volgende besonderhede aan die Sekretaris van die Raad stuur op 'n vorm wat deur die Raad voorgeskryf word:

- (i) Sy volle naam en woonadres;
- (ii) sy besigheidsadres, maar nie 'n posbusnommer nie;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen;
- (iv) die volle titel of benaming waaronder sy besigheid gedryf gaan word.

(b) Elke individuele werkgewer, vennootskap of maatskappy moet hoogstens 14 dae na die datum waarop hy 'n werkgewer geword het, 'n staat invul op die wyse wat deur die Raad voorgeskryf word, waarin hy verklaar dat hy sy verpligtinge ingevolge hierdie Ooreenkoms ten volle begryp, en waarin hy onderneem om gemelde verpligtinge na te kom en hom daaraan te hou; voorts moet hy verklaar dat hy die vereistes van artikel 96 (1) van die Ongevallewet (Wet 30 van 1941) nagekom het. Sodanige verklaring moet voor 'n kommissaris van ede of 'n vrederegtër ingevul en beëdig word. Die koste verbonde aan skryfbehoeftes en inkomsteseëls moet deur die aansoeker gedra word.

(c) (i) Wanneer die werkgewer 'n vennootskap of maatskappy is, moet inligting ooreenkomstig subklousule (1) (a) (i) van hierdie klousule oor elke vennoot, direkteur, bestuurder of sekretaris aan die Raad verskaf word.

(ii) Elke individuele werkgewer, vennootskap of maatskappy moet—

(aa) die Raad binne 14 dae skriftelik in kennis stel van enige verandering in die titel, benaming, bestuur, vennote of adres van sodanige besigheid;

(bb) die Raad binne 14 dae skriftelik in kennis stel van enige permanente verandering in die aard van die besigheidswerk-saamhede of enige addisionele werksaamhede wat onder die bestaande geregistreerde naam, titel of benaming verrig word;

(cc) die Raad binne 14 dae skriftelik in kennis stel dat werksaamhede in die Bounywerheid gestaak is.

(2) Elke werkgewer in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms, en elke werkgewer wat ná daardie datum tot die Nywerheid toetree, moet binne sewe dae na sodanige datum, of die datum waarop sodanige werkgewer met sy werksaamhede begin, na gelang van die geval, 'n

(ii) an amount of 2c in respect of each employee employed by him and for whom wages are prescribed in paragraphs (i) and (ii) of subclause (1) (a) of clause 4 of this Agreement. An employer may deduct from the wages of such employee an amount of on 1c for such week.

(b) No payment shall be made in respect of an employee who has worked less than eight hours in any one week from Mondays to Fridays (inclusive) for an employer, and 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 eight hours.

(2) For each amount paid to the Secretary of the Council by an employer in terms of subclause (1) hereof, the Secretary of the Council shall issue a stamp to such employer.

(3) The employer shall on each pay-day issue to each employee concerned a stamp to the value of the amount paid in terms of subclause (1) hereof, and each employee shall affix such stamp in the contribution book referred to in clause 35 of the Agreement, such contribution book shall be retained by the employee.

(4) The Council may, at its discretion combine the stamp referred to in this clause, with any other stamps issued by the Council in respect of any other funds administered by it.

(5) Where an employer did not employ any employees as specified in subclause (1) (a) (i) hereof during any week, such employer shall in addition to the amount payable in terms of subclause (1) (a) (ii) pay an amount of R1 each week to the Secretary of the Council, such payment to be supported by a form prescribed by the Council and obtainable from the Secretary of the Council.

(6) The minimum amount payable each week by an employer in terms of subclause (1) (a) (i) hereof, shall not be less than R1. If during any week an employer has paid less than R1 in respect of the total number of employees referred to in subclause (1) (a) (i) hereof, such employer shall pay the difference between the amount paid in terms of subclause (1) (a) (i) and the amount of R1.

(7) An employer who fails to pay the actual amount due each week in terms of this clause, shall pay an amount of 10 per cent of the difference between the amount due and the amount actually paid, in addition to the amount underpaid.

22. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry who is not already registered with the Council in pursuance of a previous agreement, shall, within three days of the date of becoming an employer, or of this Agreement coming into force, whichever is the later, forward to the Secretary of the Council on a form prescribed by the Council the following particulars:

- (i) His full name and residential address.
- (ii) His business address other than a post office box number.
- (iii) The trade or trades which he is carrying on in the Industry.
- (iv) The full title or style under which his business is to be conducted.

(b) Every individual employer, partnership or company shall, not later than 14 days of the date of becoming an employer, complete a statement in the manner prescribed by the Council attesting to his/their full understanding of his/their obligations in terms of this Agreement, and undertake to observe and abide by the said terms; furthermore he/they shall state that he/they has/have complied with the requirements of section 96 (1) of the Workmen's Compensation Act (Act 30 of 1941), such statement to be completed and sworn to before a Commissioner of Oaths or Justice of the Peace. The costs of stationery and revenue stamps shall be borne by the applicant.

(c) (i) Where the employer is a partnership or company information in accordance with subclause (1) (a) (i) of this clause shall be furnished to the Council in respect of each partner, director, manager or secretary.

(ii) Every individual employer, partnership or company shall—

(aa) notify the Council, in writing, within 14 days, of any change in the title, style, management, partners or address of such business;

(bb) give notice, in writing, to the Council, within 14 days, of any permanent change in the nature of the business operations or any additional operations conducted under the existing registered name, title or style;

(cc) give notice, in writing, to the Council, within 14 days, of ceasing operations in the Building Industry.

(2) 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 seven days of such date, or of the date on which such employer commences ope-

waarborg by die Raad indien wat vir Raad aanvaarbaar is, om vir twee weke die betaling ten opsigte van sy werknemers te dek van—

- (a) lone soos in hierdie Ooreenkoms voorgeskryf;
- (b) ander geldelike verpligtinge waarvoor die werkgever in gevolge hierdie of enige ander Ooreenkoms van die Raad aanspreeklik is;

Met dien verstande dat die Sekretaris van die Raad sodanige waarborg aan die betrokke werkgever moet teruggee nadat hy in kennis gestel is van die beëindiging van die besigheid ooreenkomstig subklousule (1) (c) (ii) (cc) hiervan.

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

23. INDIENSNEMING VAN LEERLINGE, LEERLING-ASFALTWERKERS EN LEERLING-RUITWERKERS

(1) Geen werkgever mag, enigiemand as leerling, leerling-asfaltwerker of leerling-ruitwerker kragtens hierdie Ooreenkoms in diens neem nie, tensy hy eers die skriftelike toestemming van die Raad verkry het: Met dien verstande dat sodanige toestemming nie gegee mag word nie in die geval van 'n leerling wat minderjarig is.

(2) Aansoek om toestemming om 'n leerling, leerling-asfaltwerker of leerling-ruitwerker in diens te neem, moet deur die werkgever by die Raad gedoen word, en die werkgever moet onder andere die volgende besonderhede verstrek:

- (a) Die volle naam en ouderdom van die betrokke persoon;
- (b) die aard van die werk wat die persoon moet leer;
- (c) die getal leerlinge in sy diens wat reeds besig is om die werk te leer; en
- (d) die getal werknemers, uitgesonderd leerlinge in sy diens, wat sodanige werk verrig.

(3) Die Raad het die bevoegdheid om die diensvoorwaardes en die leertyd in elk geval vas te stel en moet van die werkgever en leerling vereis om 'n skriftelike kontrak aan te gaan ten opsigte van sodanige tydperk en voorwaardes, en sodanige tydperk en/of voorwaardes mag nie verander word sonder dat die Raad se toestemming vooraf verkry is nie.

(4) Ondanks enige skriftelike kontrak wat kragtens subklousule (3) van hierdie klousule aangegaan is, kan die Raad te eniger tyd deur middel van skriftelike kennisgewing sy toestemming vir die indiensneming van enige leerling, leerling-asfaltwerker of leerling-ruitwerker intrek indien hy reken dat daar goeie rede bestaan om dit te doen, en die werkgever moet binne sewe dae na hy sodanige kennisgewing van die Raad ontvang, die leerling, leerling-asfaltwerker of leerling-ruitwerker op wie die kennisgewing van toepassing is, se dienste beëindig.

(5) Waar toestemming kragtens subklousule (4) ingetrek word, moet die werkgever die kontrak in subklousule (3) vermeld, binne sewe dae na die Raad vir kansellasië terugstuur.

(6) Geen werkgever mag enigeen in enige hoedanigheid in diens neem wat voorheen 'n leerlingskontrak met 'n ander werkgever aangegaan het wat voortspruit uit toestemming wat kragtens hierdie klousule toegestaan is, sonder dat die kontraktydperk wat deur die Raad vasgestel is, voltooi is nie, tensy die Raad se toestemming vooraf verkry is, en geen werknemer wat voorheen 'n leerlingskontrak aangegaan het, mag vóór die voltooiing van die kontrak by 'n ander werkgever aansoek om werk in enige hoedanigheid doen nie, tensy hy die toestemming van die Raad daarvoor verkry het.

24. INDIENSNEMING VAN AMBAGSMANSASSISTENTE

(1) Behoudens subklousule (5), mag geen werknemer, uitgesonderd 'n ambagsman, voorman, algemene voorman, leerling, leerling-asfaltwerker, leerling-ruitwerker, vakleerling en kwekeling die werk van 'n ambagsmansassistent onderneem nie en mag geen werkgever van 'n werknemer, uitgesonderd 'n werknemer hierbo vermeld, vereis en/of hom toelaat om die werk van 'n ambagsmansassistent te verrig nie, tensy die werknemer as 'n ambagsmansassistent by die Raad geregistreer is en die Raad 'n registrasiekaart met dié strekking aan hom uitgereik het.

(2) Ambagsmansassistent moet die registrasiekaart wat deur die Raad aan hom uitgereik is, toon wanneer 'n behoorlik gemagtigde beampte van die Raad of 'n werkgever hom daarom vra.

(3) Geen werkgever mag 'n ambagsman ontslaan ten einde hom deur 'n ambagsmansassistent te vervang nie.

(4) Niemand onder die ouderdom van 21 jaar kwalifiseer vir registrasie as ambagsmansassistent nie.

(5) Aansoek om registrasie van 'n ambagsmansassistent moet deur die betrokke werkgever gedoen word op 'n vorm deur die Raad voorgeskryf, en wel binne 21 dae ná die inwerkingtreding van hierdie Ooreenkoms of die begin van die ambagsmansassistent se diens, indien hy nie alreeds by die Raad geregistreer is nie.

as the case may be, lodge with the Council a guarantee acceptable to the Council to cover the payment in respect of his employees of two weeks—

(a) wages as prescribed in this Agreement;

(b) other financial obligations for which an employer is liable in terms of this or any other Agreement of the Council

Provided that the Secretary of the Council shall return such guarantee to the employer concerned, after being notified of the termination of business in terms of subparagraph (cc) of paragraph (ii) of subclause (1) (c) hereof.

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

23. EMPLOYMENT OF LEARNERS, LEARNER ASPHALTERS AND LEARNER GLAZIERS

(1) No employer shall employ any person as a learner, learner asphaltter or learner glazier under this Agreement unless the written consent of the Council has first been obtained; provide that such consent shall not be given in the case of a learner who is a minor.

(2) Application for permission to employ a learner, learner asphaltter or learner glazier shall be made to the Council by the employer who shall furnish *inter alia*:

- (a) The full name and age of the person concerned;
- (b) the nature of the work he is required to learn;
- (c) the number of learners in his employ who are already learning the work; and
- (d) the number of employees, other than learners in his employ, who are engaged 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 learner concerned to enter into written contract in respect of such period and conditions, which period and/or conditions shall not be varied without the prior consent of the Council.

(4) Notwithstanding any written contract which may have been entered into in terms of subclause (3) of this clause, the Council may at any time by notice, in writing, withdraw its consent to the employment of any learner, learner asphaltter or learner glazier if it considers there is good reason to do so, and on receipt of such notification from the Council the employer shall within seven days discontinue the services of the learner learner asphaltter or learner glazier to whom the notification refers.

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

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

24. EMPLOYMENT OF JOURNEYMAN'S ASSISTANTS

(1) Subject to the provisions of subclause (5), no employer other than a journeyman, foreman, general foreman, learner, learner asphaltter, learner glazier, apprentice and trainee shall undertake journeyman's assistant's work and no employer shall require and/or permit an employee other than an employee mentioned above to perform journeyman's assistant's work unless the employee has been registered as a journeyman's assistant with the Council and issued by the Council with a registration card to that effect.

(2) A journeyman's assistant 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 a journeyman for the purpose of replacing him with a journeyman's assistant.

(4) No person under the age of 21 years shall qualify for registration as journeyman's assistant.

(5) An application for the registration of a journeyman's assistant shall be made by the employer concerned on a form prescribed by the Council within 21 days of the coming into operation of this Agreement or commencement of the journeyman's assistant's employment if he is not already registered with the Council.

25. KENNISGEWINGBORDE

(1) Elke werkgever en alle werkgevers wat in vennootskap is, moet, waar hy of hulle ook al bouwerkzaamhede verrig, 'n kennisgewingbord wat minstens 90 cm by 60 cm groot is, of 'n kennisgewingbord wat deur die Raad goedgekeur is; en wat e naam en besigheidsadres van sodanige werkgever of vennootskap aantoon, op 'n opvallende plek vertoon wat vir die publiek toeganklik is.

(2) Hierdie klousule is slegs van toepassing op werk wat sewe streekevolgende dae of langer duur.

26. AGENTE

(1) Die Raad moet een of meer persone ingevolge artikel 7 (7) van die Wet as agente aanstel en moet 'n sertifikaat aan hulle uitreik om te help met die uitvoering van die bepalings van hierdie Ooreenkoms. 'n Agent het die volgende pligte:

(a) enige perseel of plek waarin die Nywerheid uitgeoefen word, te eniger tyd te betree wanneer hy redelike grond het om te vermoed dat enigiemand daar werksaam is;

(b) enigiemand wat hy in of in die omgewing van die perseel of plek aantref, mondelings te ondervra, alleen of in die teenwoordigheid van ander persone, soos hy goeddink, in verband met sake betreffende hierdie Ooreenkoms, en om van so 'n persoon te vereis om na die beste van sy vermoë alle ter sake vrae te beantwoord;

(c) te vereis dat boeke, tydstate, registers en dokumente wat nodig is om seker te maak of die bepalings van hierdie Ooreenkoms nagekom word, getoon word, en om dit te inspekteer, te ondersoek of afskrifte daarvan te maak.

(2) Die agent kan 'n tolk met hom saamneem wanneer hy gaan, inspekteer of ondersoek.

(3) Elke een vir wie hierdie Ooreenkoms bindend is, moet alle inligting in hierdie klousule vermeld, aan die agent verleen.

27. TYD- EN LOON REGISTERS

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

(2) Elke werkgever moet die registers wat hy byhou, ingevolge subklousule (1) bewaar vir 'n tydperk van drie jaar na die datum van die aantekeninge daarin en as 'n agent van die Raad te eniger tyd gedurende genoemde tydperk van drie jaar na 'n register vra, moet hy dit vir inspeksie toon.

(3) Die registers in subklousule (1) vermeld, moet in leesbare letters en op duursame materiaal met ink geskryf of getik word.

28. INDIENSNEMING VAN JEUGDIGES

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

29. GEKOMBINEERDE SEËLS

Die Raad kan na goedvinde die seëls en bydraekaarte in hierdie Ooreenkoms vermeld, kombineer met enige ander seëls en bydraekaarte wat alreeds deur die Raad uitgereik is vir enige ander fondse wat deur die Raad geadminestreer word, en dit sodoende die vorm aan wat die Raad van tyd tot tyd vasstel.

30. PENSIENFONDS

(1) Hierby word die pensioenfonds bekend as die Grahamstadse Pensioenskema van die Bounywerheid (hierna die Pensioenfonds genoem), voortgesit:

(a) Die doelstellings met die Pensioenfonds is om pensioen- en lewensversekeringsbystand vir lede van die Pensioenfonds te verskaf.

(b) Ten einde die doelstellings van hierdie subklousule te implementeer, moet die Raad die pensioen- en lewensversekeringskema wat by die Federated Employers' Insurance Co. Ltd aangegaan is, voortsit.

(c) Kopieë van alle dokumente bevattende volledige besonderhede van die pensioen- en lewensversekeringskema, en enige wysiging daarvan, moet by die Sekretaris van Arbeid ingedien word.

(d) Geen lid wat die Nywerheid verlaat kan 'n terugbetaling van sy bydraes tot die Pensioenfonds eis binne 'n tydperk van vyf jaar vanaf die datum waarop hy die Nywerheid verlaat nie.

(2) Bydraes:

(a) Ingevolge die prosedure voorgeskryf in paragrafe (b) tot (g) van hierdie subklousule moet elke werknemer vir wie lidmaatskap van die Pensioenfonds kragtens subklousule (3) verpligend is, 40c per week tot die Pensioenfonds bydrae en dié bedrag moet deur sy werkgever van sy weekloon afgetrek word en elke werkgever moet by die werknemer se bydrae van R1,50 per week bydra, wat dus 'n totale weeklikse bydrae tot die Pensioenfonds van R1,90 oplewer.

25. NOTICE BOARDS

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board of a size not less than 90 cm. by 60 cm or a notice board approved by the Council, showing the name and business address of such employer or partnership.

(2) This clause shall only apply to jobs of seven consecutive days' duration or over.

26. AGENTS

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

(a) enter any premises or place in which the Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons as he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer to the best of his ability any relevant questions put;

(c) require the production of, and inspect, examine or copy such books, time-sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The Agent when entering, inspecting or examining may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the Agent all the facilities referred to in this clause.

27. TIME AND WAGE RECORDS

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

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

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

28. EMPLOYMENT OF JUVENILES

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

29. CONSOLIDATED STAMP

The Council may at its discretion combine the stamps and contribution cards referred to in this Agreement, with any other stamps and contributions cards already issued by the Council in respect of any other funds administered by it, and these shall be in such form as may be determined by the Council from time to time.

30. PENSION FUND

(1) There is hereby continued the pension fund known as the Grahamstown Building Industry Pension Scheme (hereinafter referred to as "the Pension Fund"):

(a) The objects of the Pension Fund is to provide Pension and Life Assurance benefits for members of the Pension Fund.

(b) For the purpose of implementing the objects of this subclause the Council shall continue the Pension and Life Assurance Scheme negotiated with the Federated Employers' Insurance Co. Ltd.

(c) Copies of all documents containing detailed information of the Pension and Life Assurance Scheme, and any amendments thereto, shall be lodged with the Secretary for Labour.

(d) No member who leaves the Industry may claim a refund of his contributions to the Pension Fund within a period of five years from the date on which he leaves the Industry.

(2) Contributions:

(a) In accordance with the procedure laid down in paragraphs (b) to (g) of this subclause, every employee for whom membership of the Pension Fund is compulsory in terms of subclause (3) shall contribute an amount of 40c per week to the Pension Fund, which amount shall be deducted by his employer from his weekly wage and every employer shall add to the employee's contribution an amount of R1,50 per week, thus making a total weekly contribution to the Pension Fund of R1,90.

(b) Geen betaling of aftrekking mag kragtens paragraaf (a) hiervan deur 'n werkgewer ten opsigte van 'n werknemer gemaak word wat minder as agt uur vir hom in 'n week werk nie.

(c) Wanneer 'n werknemer by twee of meer werkgewers gedurende dieselfde week werk, moet die aftrekking en bydrae kragtens paragraaf (a) hiervan vir daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week vir minstens agt uur gewerk het.

(d) Elke werkgewer moet ten opsigte van elke bedrag aldus deur hom kragtens paragraaf (a) van hierdie klousule betaal, op elke betaaldag aan eik van sy werknemers wat daarby betrokke is, 'n seël of ander bewys uitreik ter waarde van sodanige bedrag of wat sodanige bedrag insluit.

(e) Elke werknemer moet onmiddellik dié seëls of bewyse in sy bydraeboek plak wat deur hom bewaar moet word.

(f) Die Raad kan na goedvinde die seël of bewys en bydraeboek in hierdie klousule gemeld, met ander seëls, bewysstukke of bydraeboeke kombineer wat hy van tyd tot tyd besluit om in gebruik te neem.

(g) Klousule 35 van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op seëls en bydraeboeke wat in hierdie klousule gemeld word.

(h) Die bydraes wat deur die Raad kragtens hierdie klousule ingevorder word, moet aan die Federated Employers' Insurance Co. Ltd betaal word, met dien verstande dat die Raad een en 'n half persent van die ingevorderde bydraes as administratiewe uitgawes mag behou en dié bedrag moet in die algemene fonds van die Raad gestort word.

(3) Lidmaatskap:

(a) Behoudens paragraaf (c) van hierdie subklousule is lidmaatskap van die Pensioenfonds verpligtend vir alle werknemers vir wie lone in klousule 4 (1) (a) (iii), (iv), (vii) en (viii) voorgeskryf word.

(b) Ander persone as dié bedoel in paragraaf (a) hiervan, wat aktief betrokke is by of in diens is in die Nywerheid, kan na goedvinde van die Raad tot lidmaatskap van die Fonds toegelaat word en hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enige persoon wat aldus toegelaat word, met dien verstande egter dat van sodanige persoon vereis word om minstens die gekombineerde bydrae van lede en werkgewers, soos in subklousule (2) hiervan voorgeskryf, by te dra.

(c) Elke werknemer vir wie lidmaatskap van die Pensioenfonds kragtens paragraaf (a) hiervan verpligtend is en wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet 'n vorm wat deur die Raad voorgeskryf word, invul en die voltooide vorm by die Sekretaris van die Raad indien binne een maand vanaf die datum waarop—

(i) hierdie Ooreenkoms in werking tree as hy op daardie datum in die Bounywerheid werksaam is;

(ii) hy in die Bounywerheid in diens geneem of weereens in diens geneem word.

(4) Administrasie:

(a) Die Fonds moet geadministreer word deur die Raad of 'n bestuurskomitee aangestel deur die Raad, ooreenkomstig die reëls deur die Raad goedgekeur. Die Bestuurskomitee moet aangestel word uit verteenwoordigers van werkgewers en werknemers in die Raad en hul plaasvervangers en moet bestaan uit 'n gelyke getal verteenwoordigers van werkgewers en werknemers. Die reëls van die Fonds mag nie onbestaanbaar met hierdie Ooreenkoms of met die Wet op Nywerheidsversoenings, 1956, of enige ander wet wees nie en 'n eksemplaar van die reëls en van enige wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(b) Die Raad kan te eniger tyd nuwe reëls maak en enige bestaande reëls wysig of intrek; kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(c) Ingeval die Raad ontbind word of ingeval hy ophou om gedurende die looptyd van hierdie Ooreenkoms te funksioneer, kan die Registrateur 'n trustee of trustees aanstel om die werksaamhede van die Raad ten opsigte van hierdie klousule te verrig en die trustees aldus aangestel, het al die bevoegdhede wat vir die toepassing van hierdie klousule by die Raad berus.

(5) *Vrywaring*.—Lede van die Raad en sy werknemers is nie verantwoordelik vir enige skulde en verpligtinge van die Fonds en word hulle hierby deur die Fonds gevrywaar teen alle verliese gelyk en uitgawes deur hulle in of aangaande die bona fide-nakoming van hul pligte aangegaan.

31. VAKVERENIGINGLEDIGELD

(1) By ontvangs van 'n skriftelike versoek van 'n werknemer wat lid van die vakvereniging is, moet elke werkgewer elke maand van die loon van die werknemer die voorgeskrewe lededgeld aftrek wat deur die werknemer aan die vakvereniging betaalbaar is.

(b) No payment or deduction shall be made in terms of paragraph (a) hereof by an employer in respect of an employee who works less than 8 hours for him in any week.

(c) Where an employee is employed by two or more employers during the same week the deduction and contribution in terms of paragraph (a) hereof for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.

(d) Every employer shall in respect of each amount so paid by him in terms of paragraph (a) of this clause, issue on each pay-day to each of his employees concerned, a stamp or other voucher to the value of such amount or which includes such amount.

(e) Every employee shall immediately affix such stamps or voucher in his contribution book which shall be retained by him.

(f) The Council may in its discretion combine the stamp or voucher and contribution book referred to in this clause with any other stamps, vouchers or contribution books which it may from time to time decide to introduce.

(g) The provisions of clause 35 of this Agreement shall *mutatis mutandis* apply to stamps and contribution books referred to in this clause.

(h) The contributions collected by the Council in terms of this clause shall be paid to the Federated Employers' Insurance Co. Ltd, provided that the Council may retain 1½ per cent of the contributions collected as administrative expenses, which amount shall be paid into the general funds of the Council.

(3) Membership:

(a) Subject to the provisions of paragraph (c) of this subclause membership of the Pension Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (a) (iii), (iv), (vii) and (viii).

(b) Persons other than those referred to in paragraph (a) hereof who are actively engaged or employed in the Industry may in the discretion of the Council be admitted to membership of the Fund and the provisions of this Agreement shall *mutatis mutandis* apply to any person so admitted providing, however, that such person shall be required to contribute not less than the combined contribution of members and employers as prescribed in subclause (2) hereof.

(c) Every employee for whom membership of the Pension Fund is compulsory in terms of paragraph (a) hereof and who has not already done so in terms of a previous Agreement, shall complete a form prescribed by the Council and lodge such completed form with the Secretary of the Council within one month of the date on which—

(i) this Agreement comes into operation if employed in the Building Industry at such date;

(ii) he enters or re-enters or becomes employed in the Building Industry.

(4) Administration:

(a) The Fund shall be administered by the Council or a Management Committee appointed by the Council, in accordance with rules approved by the Council. The Management Committee shall be appointed from amongst the representatives of employers and employees on the Council and their alternates and shall consist of an equal number of representatives of employers and employees. The rules of the Fund shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act, 1956, or any other Act and a copy of the rules and of any amendments thereto shall be lodged with the Secretary for Labour.

(b) The Council may at any time make new rules and alter or repeal any existing rules; copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Labour.

(c) In the event of the dissolution of the Council or in the event of it 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 purpose of this clause.

(5) *Indemnity*.—The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

31. TRADE UNION SUBSCRIPTIONS

(1) Every employer shall upon receipt of a written request from an employee who is a member of the trade union, deduct each month from the wages of the employee the prescribed membership fee payable by the employee to the trade union.

(2) Die aftrekking in subklousule (1) gemeld, moet in die loonregister van die werkgewer en op die loonkoefert aangeteken word.

(3) Die werkgewer moet binne die eerste sewe dae van elke maand al die bedrae wat ingevolge subklousule (1) gedurende die vorige maand afgetrek is, aan die vakvereniging betaal.

32. DIENSOPGAWEVORMS

(1) Elke werkgewer op wie hierdie Ooreenkoms van toepassing is, moet 'n diensopgawevorm aan die Raad voorlê wat die volle name, bydraekaartnommer en die nommer van die onderskeie soorte seëls toon wat elke week uitgereik is aan elke werknemer in sy diens vir wie 'n loon in klousule 4 (1) (a) (iii), (iv), (vii) en (viii) van hierdie Ooreenkoms voorgeskryf word. Die werkgewer moet sodanige vorms by die Sekretaris van die Raad kry en moet dit behoorlik ingevul, aan die Sekretaris van die Raad terugbesorg voor of op die 7de dag van die maand wat volg op dié waarin die werknemers in diens was.

(2) Elke werkgewer op wie hierdie Ooreenkoms van toepassing is, moet die Sekretaris van die Raad binne sewe dae in kennis stel van die indiensneming of diensbeëindiging van 'n werknemer in subklousule (1) hiervan vermeld. Sodanige kennisgewing van indiensneming of diensbeëindiging moet gedoen word op 'n vorm deur die Raad voorgeskryf, wat van die Sekretaris van die Raad verkrygbaar is.

(3) Waar 'n werkgewer geen werknemers soos dié in subklousule (1) hiervan vermeld, gedurende enige bepaalde maand in diens gehad het nie, moet sodanige werkgewer nogtans 'n vorm voor die 7de van die volgende maand voorlê met die woorde "geen werknemers" oor die vorm geskryf. Die vorm moet die inligting verstrek wat ingevolge klousule 21 (5) van die Ooreenkoms vereis word.

33. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Federasie van Bounywerheid (S.A.)], hierna die Opleidingsfonds genoem, verleen hy hierby magtiging om bydraes in te vorder in ooreenstemming met die prosedure hierna verduidelik ten einde die doelstelling te verwesenlik wat in die konstitusie van genoemde Opleidingsfonds uiteengesit is.

(2) Behoudens subklousules (3) en (4) hiervan, moet elke werkgewer 20c per week tot die Opleidingsfonds bydra namens elk van sy werknemers vir wie 'n loon in klousule 4 (1) (a) (iii), (iv), (vii) en (viii) van hierdie Ooreenkoms voorgeskryf word.

(3) 'n Werkgewer betaal geen bedrag namens 'n werknemer wat minder as agt uur per week vir hom werk nie.

(4) Waar 'n werknemer gedurende dieselfde week by twee of meer werknemers in diens was, moet die werkgewer by wie hy die eerste gedurende daardie week vir minstens agt uur in diens was, die bedrag vir daardie week betaal.

(5) Die prosedure in klousule 21 voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die bedrag in subklousule (2) hiervan vermeld, maak deel uit van die gekombineerde seëls ingevolge klousule 29.

(7) Eksempelare van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet aan die Raad en die Sekretaris van Arbeid voorgelê word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "konstitusie" alle wysigings van die konstitusie in wat van tyd tot tyd aangeeem word.

(8) Die Raad moet elke maand die totaal van die bydraes wat hy ingevolge subklousule (2) hiervan ingevorder het, min invorderingskoste van 2½% (twee en 'n half persent), wat die algemene fondse van die Raad toeval, aan genoemde Opleidingsfonds betaal.

34. DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [ingestel deur die Federasie van Bounywerheide (S.A.)] hierna die "Nasionale Fonds" genoem, verleen hy hierby magtiging om bydraes in te vorder in ooreenstemming met die prosedure hierna verduidelik, ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Nasionale Fonds uiteengesit is.

(2) Behoudens subklousules (3) en (4) hiervan, moet elke werkgewer 8c per week tot die Nasionale Fonds bydra namens elk van sy werknemers vir wie 'n loon in klousule 4 (1) (a) (iii), (iv), (vii) en (viii) van hierdie Ooreenkoms voorgeskryf word.

(3) 'n Werkgewer betaal geen bedrag namens 'n werknemer wat minder as agt uur per week vir hom werk nie.

(2) The deduction referred to in subclause (1) shall be shown in the wage register of the employer and on the wage envelope.

(3) The employer shall within the first seven days of each month pay to the trade union all the amounts deducted in terms of subclause (1) during the preceding month.

32. EMPLOYMENT RETURN FORMS

(1) Every employer to whom the provisions of this Agreement apply, shall submit an employment return form to the Secretary of the Council showing the full names, contribution card number and the number of the various stamp denominations issued each week to each employee in his employ and for whom wages are prescribed in clause 4 (1) (a) (iii), (iv), (vii) and (viii) of this Agreement. Such forms shall be obtained by the employer from the Secretary of the Council and must be returned properly completed to the Secretary of the Council not later than the 7th day of the month following that in which the employees were employed.

(2) Every employer to whom this Agreement applies shall notify the Secretary of the Council within seven days of the engagement or termination of service of any employee referred to in subclause (1) hereof, such notice of engagement or termination, shall be made on a form prescribed by the Council and obtainable from the Secretary of the Council.

(3) Where an employer did not employ any employees as specified in subclause (1) hereof during any month, such employer shall nevertheless submit a form before the 7th of the following month with the words "No Employees" written across the form and reflecting the information required in terms of clause 21 (5) of the Agreement.

33. 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) Each employer shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the Training Fund an amount of 20c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) (iii), (iv), (vii) (viii) of this Agreement.

(3) No payment shall be made by an employer in respect of an employee who works less than eight hours for him in any week.

(4) 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 eight hours.

(5) The procedure prescribed in clause 21 shall *mutatis mutandis* apply to the payment of contributions in terms of this clause.

(6) The amount referred to in subclause (2) hereof shall form part of the consolidated stamp in terms of clause 29.

(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 purpose of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

(8) The Council shall each month pay to the said Training Fund the total amount of contributions collected by it in terms of subclause (2) hereof, less a collection fee of 2½ per cent (two and a half per cent) which amount shall accrue to the General Funds of the Council.

34. THE 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 (S.A.), hereinafter referred to as "the National Fund", hereby authorise, 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) Each employer shall, subject to the provisions of subclauses (3) and (4) hereof, contribute to the National Fund an amount of eight cents per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (a) (iii), (iv), (vii) and (viii) of this Agreement.

(3) No payment shall be made by an employer in respect of an employee who works less than eight hours for him in any week.

(4) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, moet die werkgever by wie hy die eerste gedurende daardie week vir minstens agt uur in diens was, die bedrag vir daardie week betaal.

(5) Die prosedure in klousule 21 van hierdie Ooreenkoms voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totaal van die bydraes wat hy ingevolge subklousule (2) hiervan ingevorder het, min invorderingskoste van 2½ persent (twee en 'n half persent), wat die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds betaal.

(7) Eksemplare van die konstitusie en van geouditeerde jaarlikse rekenings en balansstate van die Nasionale Fonds moet aan die Raad en die Sekretaris van Arbeid voorgelê word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "konstitusie" alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

36. JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE MET BESOLDIGING EN DIE GRAHAMSTADSE VAKANSIEFONDS VIR DIE BOUNYWERHEID

(1) (a) Geen werk mag in die Nywerheid deur werkgevers en werknemers gedoen word nie gedurende die tydperke hieronder vermeld:

Tussen 8 vm. op 18 Desember 1972 en 8 vm. op 8 Januarie 1973;

tussen 8 vm. op 18 Desember 1973 en 8 vm. op 7 Januarie 1974;

tussen 8 vm. op 17 Desember 1974 en 8 vm. op 6 Januarie 1975;

tussen 8 vm. op 22 Desember 1975 en 8 vm. op 12 Januarie 1976;

behalwe—

(i) in die geval van noodwerk waar die werkgever binne drie dae nadat daar met sodanige oortyd begin is, die Sekretaris van die Raad skriftelik daarvan in kennis moet stel, asook van die omstandighede wat sodanige oortyd noodsaaklik gemaak het;

(ii) waar die skriftelike vrystelling van die Raad eers vooraf verkry is.

(b) In die geval van 'n vrystelling kragtens paragraaf (a) (i) en (ii) hiervan, moet die betrokke werknemer 'n gelyke getal dae verlof (hoogstens 19 dae) in 'n ononderbroke tydperk neem wat voor of op die 15de dag van die volgende April eindig. Die Sekretaris van die Raad moet skriftelik van die datums van sodanige vervangende verlof in kennis gestel word voordat sodanige verlof begin. Met dien verstande dat as die verpligte openbare vakansiedae in subklousule (2) (a) hierna vermeld, binne enige tydperk van vervangende verlof val, 'n verdere volle dag verlof met volle besoldiging by sodanige verloftydperk gevoeg moet word vir elke verpligte openbare vakansiedag wat binne sodanige verloftydperk val.

(2) (a) Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Gelofte-dag is verpligte vakansiedae met besoldiging vir alle werknemers vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word. Betaling moet geskied op die wyse waarvoor daar voorsiening gemaak is en wel teen die loonskaal in klousule 11 (3) voorgeskryf.

(3) (a) Benewens die besoldiging wat ingevolge klousule 4 van hierdie Ooreenkoms betaalbaar is, moet elke werkgever—

(i) aan elkeen van ondergenoemde werknemers in sy diens, vir die gewone tyd wat elke sodanige werknemer in sy diens gewerk het, die volgende vakansiefondstoelae betaal:

	Per uur sent
(aa) Ongeskoolde arbeiders.....	3,00
(bb) Halfgeskoolde arbeiders.....	4,00
(cc) Ambagsmanne in alle ambagte, behalwe in dié van ambagsmanskilders en -ruitwerkers.....	10,00
(dd) Ambagsmanskilders en ruitwerkers.....	10,20
(ee) Voormanne.....	10,00
(ff) Algemene voormanne.....	10,00
(gg) Ambagsmanassistentes.....	4,00

(ii) aan vakleerlinge, minderjariges, leerlinge, leerling-asfaltwerkers en leerling-ruitwerkers in sy diens ten opsigte van die voorgeskrewe jaarlikse verloftydperk 'n bedrag betaal wat gelyk is aan die besoldiging wat sodanige werknemers sou ontvang het as hulle gedurende sodanige jaarlikse verloftydperk gewerk het. Met dien verstande dat, ingeval 'n vakleerling, minderjarige, leerling, leerling-asfaltwerker en leerling-ruitwerker wie se dienskontrak beëindig word voor die laaste betaaldag onmiddellik voor die begin van die vakansietydperk, die werkgever aan sodanige vakleerling, minderjarige, leerling, leerling-asfaltwerker en leerling-ruitwerker minstens een vyfde van die weekloon moet betaal vir elke voltooiende maand diens by hom gedurende die jaar wat sodanige vakansie voorafgaan;

(4) 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 eight hours.

(5) The procedure prescribed in clause 21 of this Agreement 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 National Fund the total amount of contributions collected by it in terms of subclause (2) hereof, less a collection fee of 2½% (two and a half per cent), which amount shall accrue to the general funds of the Council.

(7) Copies of the constitution and of audited annual accounts and balance sheets of the National Fund shall be lodged with the Council and with the Secretary for Labour. For the purpose of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

35. ANNUAL LEAVE, PAID PUBLIC HOLIDAYS AND GRAHAMSTOWN BUILDING INDUSTRY HOLIDAY FUND

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

Between 8 a.m. on 18 December 1972 and 8 a.m. on 8 January 1973;

between 8 a.m. on 18 December 1973 and 8 a.m. on 7 January 1974;

between 8 a.m. on 17 December 1974 and 8 a.m. on 6 January 1975;

between 8 a.m. on 22 December 1975 and 8 a.m. on 12 January 1976;

except—

(i) in the case of emergency work when the employer must notify the Secretary of the Council in writing within three days of having commenced such overtime and the circumstances necessitating such overtime;

(ii) in the case where the prior written exemption has first been obtained from the Council.

(b) In the case of exemption under paragraph (a) (i) and (ii) hereof the employee concerned shall take an equivalent number of days leave (not exceeding 19 days) in an unbroken period ending not later than the 15th day of April following. The dates of such substituted leave shall be notified to the Secretary of the Council in writing, before the commencement of such leave; provided that in the event of the compulsory public holidays referred to in subclause (2) (a) falling within any period of substituted leave, a further full day's leave on full pay shall be added to such period of leave in respect of each compulsory public holiday falling within such period of leave.

(2) (a) Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Day of the Covenant shall be compulsory paid holidays for all employees for whom wages are prescribed in clause 4 of this Agreement. Payment shall be made in the manner provided for and at the rates prescribed in clause 11 (3).

(3) (a) In addition to the remuneration payable in terms of clause 4 of this Agreement every employer shall pay to—

(i) each of the undermentioned employees in his employ in respect of the ordinary time worked by each such employee in his employ the following holiday fund allowance:

	Per hour Cents
(aa) Unskilled labourers.....	3,00
(bb) Semi-skilled labourers.....	4,00
(cc) Journeymen in all trades except journeymen painters and glaziers.....	10,00
(dd) Journeymen painters and glaziers.....	10,20
(ee) Foremen.....	10,00
(ff) General foremen.....	10,00
(gg) Journeyman's assistant.....	4,00

(ii) apprentices, minors, learners, learner asphalters and learner glaziers in his employ in respect of the prescribed annual leave period an amount equal to the remuneration which he would have received had he worked during such annual leave period: Provided that in the event of an apprentice, minor, learner, learner asphalters and learner glazier whose contract of employment is terminated prior to the last pay-day preceding the commencement of the holiday period the employer shall pay to such apprentice, minor, learner, learner asphalters and learner glazier an amount not less than one-fifth of the weekly remuneration in respect of each completed month of employment with him during the year preceding such holiday.

(b) 'n Werkgewer moet op elke betaaldag ondergenoemde bedrae aftrek van die besoldiging verskuldig aan dié werknemers van hom vir wie 'n vakansiefondstoelae in paragraaf (a) van hierdie subklousule voorgeskryf word:

	Waarde van seël per week R
(aa) Ongeskoolde arbeiders.....	1,20
(bb) Halfgeskoolde arbeiders.....	1,60
(cc) Ambagsmanne.....	6,00
(dd) Voormanne.....	6,00
(ee) Algemene voormanne.....	6,00
(ff) Ambagsmansassistenten.....	2,60

(c) In die geval van ambagsmanne, voormanne en algemene voormanne moet die bydrae van R6 per week, in paragraaf (b) gemeld, 'n bydrae van 5c per uur aan spaarseëls insluit, maar nie in die geval van ambagsmanne in die skilder- en ruitwerk-ambagte nie—hul bydrae moet 4,80c per uur wees. In die geval van ambagsmansassistenten moet die bydrae van R2,60 per week in paragraaf (b) gemeld, 'n bydrae van 2,50c per uur aan spaarseëls insluit. Dit geld vir gewone werkure.

(4) Die Albany-vakansiefonds vir die Bunywerheid (hierna die "Fonds" of die "Vakansiefonds" genoem), gestig by Goewermentskennissgewing 2585 van 7 November 1952, word hierby voortgesit.

(5) Die bedrae wat vir vakansiefondstoelae afgetrek word soos in subklousule 3 (b) voorgeskryf en die spesiale spaarseëlbedrae in subklousule (12) vermeld, moet aan die Sekretaris van die Raad betaal word, wat sodanige bedrae ooreenkomstig subklousule (13) (a) in die Fonds moet stort.

(6) (a) Vir elke bedrag wat 'n werkgewer aan die Sekretaris van die Raad ingevolge subklousule (5) hiervan betaal, moet die Sekretaris van die Raad 'n seël aan sodanige werkgewer uitreik.

(b) Elke werkgewer moet, ten opsigte van elke bedrag wat ingevolge subklousule (5) hiervan aan die Sekretaris van die Raad betaal word, op elke betaaldag aan elk van sy werknemers van die betrokke klasse seëls uitreik soos in subklousule (6) (a) hiervan vermeld, en elke seël moet op leesbare wyse gekanselleer word deur die werkgewer se naam sowel as die werknemer se naam en betaaldatum daarop aan te bring en sodanige werk-werknemer is verplig om ingevolge hierdie Ooreenkoms sodanige seël te aanvaar.

(c) Elke werkgewer moet te alle tye genoeg seëls soos in subklousule (6) (a) hiervan vermeld, in voorraad hou, en sodanige seëls moet van die Sekretaris van die Raad verkry word: Met dien verstande dat 'n werkgewer onmiddellik na die laaste dag in Oktober elke jaar of by verstryking van hierdie Ooreenkoms alle ongebruikte seëls aan die Sekretaris van die Raad moet terugbesorg, wat dan die waarde van alle ongebruikte seëls aan die betrokke werkgewer moet terugbetaal. Seëls wat gedurende 'n bepaalde jaar deur 'n werkgewer verkry is, mag nie na 31 Oktober van daardie jaar aan 'n werknemer uitgereik word nie, en vir die toepassing van hierdie klousule beteken "jaar" 1 November tot 31 Oktober elke jaar.

(d) 'n Werkgewer wat versuim of nalaat om die seëls in hierdie klousule voorgeskryf, te koop en uit te reik op die datum wat dit verskuldig is, moet rente teen 10 persent (tien persent) van die waarde van sodanige seëls betaal vanaf die datum waarop hulle moes gekoop gewees het tot die datum waarop hulle werklik gekoop is.

(e) Seëls wat in ooreenstemming met hierdie Ooreenkoms uitgereik is, is nie oordraagbaar nie en enige werkgewer en/of werknemer wat enige seëls afstaan, oordra, seeder, verpand, verhipotikeer, leen en/of uitleen is onmiddellik nie meer geregtig op die waarde van sodanige seëls nie. 'n Werkgewer mag nie seëls aan 'n werknemer uitreik nie, uitgesonderd in ooreenstemming met hierdie Ooreenkoms, en die waarde van die seëls wat deur of die werkgewer of die werknemer verkry word op enige wyse, uitgesonderd dié in hierdie Ooreenkoms voorgeskryf, word aan die algemene fondse van die Raad verbeur.

(f) Geen werkgewer mag meer as 49 (nege-en-veertig) seëls aan 'n werknemer uitreik nie vir enige jaar in subklousule (6) (c) hiervan vermeld.

(g) Geen werknemer is geregtig op betaling deur die Raad vir meer as 49 (nege-en-veertig) seëls vir 'n jaar in subklousule (6) (c) hiervan vermeld nie.

(7) (a) Subklousule (3) (b) van hierdie klousule is nie van toepassing nie op werknemers wat vir minder as agt uur per week vir 'n werkgewer werk.

(8) Bydraekaarte.—(a) Elke werknemer vir wie hierdie Ooreenkoms bindend is, moet binne 21 dae nadat hy diens in die Nywerheid aanvaar, om 'n bydraekaart aansoek doen, en elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet verseker dat sodanige werknemer in besit is van 'n bydraekaart binne 21 (een-en-twintig) dae vanaf die datum waarop sy diens begin.

(b) An employer shall, on each pay-day, deduct the following amounts from the remuneration due to his employees for whom a holiday fund allowance is prescribed in terms of paragraph (a) of this subclause:

	Value of stamp per week R
(aa) Unskilled labourers.....	1,20
(bb) Semi-skilled labourers.....	1,60
(cc) Journeymen.....	6,00
(dd) Foremen.....	6,00
(ee) General foremen.....	6,00
(ff) Journeyman's assistant.....	2,60

(c) In the case of journeymen, foremen and general foremen the contribution of R6 per week, referred to in paragraph (b) shall include a contribution of 5 cents per hour savings with the exception of journeymen employed in the painting and glazing trades where the contribution shall be 4,80 cents an hour. In the case of Journeyman's assistants the contribution of R2,60 per week referred to in paragraph (b) shall include a contribution of 2,50 cents per hour savings. This applies to the ordinary hours of work.

(4) The Albany Building Industry Holiday Fund, hereinafter referred to as "the Fund" or "the Holiday Fund", established under Government Notice 2585, dated 7 November 1952 is hereby continued.

(5) The amounts deducted in respect of holiday fund allowance as prescribed in paragraph (b) of subclause (3) and the amounts in respect of special savings referred to in subclause (12) shall be paid to the Secretary of the Council who shall pay such amounts into the fund in terms of the provisions laid down in subclause (13) (a).

(6) (a) For each amount paid to the Secretary of the Council by an employer in terms of subclause (5) hereof, the Secretary of the Council shall issue a stamp to such an employer.

(b) Every employer shall, in respect of each amount paid to the Secretary of the Council in terms of subclause (5) hereof, issue on every pay-day to each of the classes of his employees concerned, stamps referred to in subclause (6) (a) hereof and each stamp shall be legibly cancelled by placing the employer's name as well as the employee's name and pay-day date thereon and such employee shall be bound by the provisions of this Agreement to accept such stamp.

(c) Every employer shall, at all times, maintain an adequate supply of the stamps referred to in subclause (6) (a) hereof which shall be obtained from the Secretary of the Council; provided that an employer shall immediately after the last day in October each year, or on expiration of this Agreement, return any unused stamps to the Secretary of the Council who shall refund the value of any unused stamps to the employer concerned. Stamps obtained by an employer during any particular year shall not be issued to an employee after the 31st October of that year, and for the purposes of this clause "year" shall mean from the 1st November to the 31st October each year.

(d) An employer who fails or omits to purchase and issue the stamps prescribed in terms of the provisions of this clause on due date shall pay interest at the rate of 10% (ten per cent) on the value of such stamps from the date on which they should have been purchased to the date on which they were actually purchased.

(e) Stamps issued in accordance with the provisions of this Agreement are not transferable and any employer and/or employee who assigns, transfers, cedes, pledges, hypothecates, borrows and/or lends any stamps shall forthwith cease to be entitled to any value attached to such stamps. Stamps shall not be issued by an employer to an employee otherwise than in accordance with the provisions of this Agreement and the value of stamps obtained by either the employer or employee in any manner other than that prescribed in this Agreement shall be forfeited to the general funds of the Council.

(f) No employer shall issue more than 49 (forty-nine) stamps to an employee in respect of any year referred to in subclause (6) (c) hereof.

(g) No employee shall be entitled to payment from the Council of any amount in excess of 49 (forty-nine) stamps in respect of any year referred to in subclause (6) (c) hereof.

(7) (a) The provisions of subclause 3 (b) of this clause shall not apply in the case of employees who work for an employer for less than eight hours in any one week.

(8) Contribution cards.—(a) An application for a contribution card shall be made by every employee upon whom the provisions of this Agreement are binding, within 21 days of accepting employment in the Industry, and every employer upon whom the provisions of this Agreement are binding shall ensure that such employee is in possession of a contribution card within 21 (twenty-one) days of the date of commencement of his employment.

(b) Die Sekretaris van die Raad moet 'n numerieke register byhou van alle aansoeke om bydraekaarte en spesifieke nommers aan elke aansoeker toewys en die nommer op die bydraekaarte aanteken.

(c) Elke werknemer moet, wanneer sy werkgever 'n seël ingevolge subklousule (6) (b) aan hom uitreik, onmiddellik sodanige seël op sy bydraekaart plak. Sodanige kaart moet bewaar word deur die werknemer aan wie die Raad dit uitgereik het.

(d) Die Raad erken slegs bydraekaarte wat deur homself uitgereik is en alle sodanige kaarte bly die eiendom van die Raad.

(e) Die laaste seël wat op die bydraekaart geplak moet word, is die seël wat uitgereik word ten opsigte van die laaste Vrydag in Oktober.

(f) Elke werkgever vir wie hierdie Ooreenkoms bindend is, moet in sy registers die spesifieke nommer van die bydraekaart aanteken wat die Raad toewys aan elke werknemer vir wie hierdie Ooreenkoms bindend is.

(g) Elke werknemer vir wie hierdie Ooreenkoms bindend is, moet binne sewe dae sy bydraekaart toon wanneer die Sekretaris van die Raad, enige beampte van die Raad of sy werkgever daarom vra.

(h) Bydraekaarte wat in ooreenstemming met hierdie Ooreenkoms uitgereik is, is nie oordraagbaar nie, en 'n werknemer wat 'n bydraekaart afstaan, oordra, sedgeer, verpand, verhuur, leen en/of uitleen, is onmiddellik nie meer geregtig nie op die waarde van enige seëls wat daarop geplak is, wat aan die algemene fondse van die Raad verbeur word.

(9) Betalings uit die Fonds aan bepaalde werknemers vir jaarlikse verlof en sekere openbare vakansiedae:

(a) Die Raad is nie aanspreeklik vir die betaling van seëls wat nie op die bydraekaart geplak is en op die wyse in hierdie klousule voorgeskryf, aan die Sekretaris van die Raad oorhandig is nie.

(b) Die Fonds doen geen betaling vir seëls waarop uitgevee of wat vernietig, verloor of beskadig is nie: Met dien verstande dat die Raad die reg het om na sy goedvinde magtiging vir betaling te verleen.

(c) Die Fonds doen geen betaling vir seëls voor die jaarlikse verlof tydperk nie: Met dien verstande dat die Raad die Sekretaris van die Raad kan magtig om 'n betaling aan 'n werknemer te doen om 'n afdoende rede.

(d) Die Fonds doen geen betaling vir seëls uitgereik ooreenkomstig subklousule (6) (b) wat by die Raad ingedien word aan enige persoon, uitgesonderd die werknemer wie se naam deur die Raad ingevul is op die bydraekaart wat sodanige seëls bevat.

(e) As 'n lid tot sterwe kom, moet die bedrag wat deur die Fonds verskuldig is, per tjek, getrek ten gunste van sodanige boedel, in sy boedel inbetaal word na voorlegging van 'n gesertifiseerde afskrif van die doodsertifikaat, mits alle seëls ingevolge subklousule (6) (b) aan die afgestorwene uitgereik, by die Sekretaris van die Raad ingedien word.

(f) Elke werknemer moet binne sewe dae ná die laaste Vrydag in Oktober sy bydraekaart by die Sekretaris van die Raad ingee in ruil vir 'n kwitansie en nuwe bydraekaart. Die Sekretaris moet die waarde van die seëls in sy bydraekaart bereken en die totale vakansiefondswaarde van alle sodanige seëls aan die werknemer betaal voor of op die dag voor die begin van die jaarlikse verlof tydperk.

(g) Bydraekaarte wat ná die verstryking van die tydperk van sewe dae ingelewer word, moet deur die Sekretaris bewaar word tot na die jaarlikse verlof tydperk vir betaling: Met dien verstande dat die Raad die reg het om na sy goedvinde magtiging vir betaling te verleen op voorwaardes wat hy nodig ag.

(h) As 'n werknemer versuim om nalaat om die waarde van seëls wat ingevolge subklousule (6) (b) aan hom uitgereik is, binne ses maande vanaf die datum waarop die jaarlikse vakansie tydperk eindig, te eis, word die waarde daarvan verbeur verklaar en val dit die algemene fondse van die Raad toe. Die Raad moet egter oorweging skenk aan alle eise om betaling wat na ses maande ingedien word, by voorlegging van sodanige seëls.

(10) *Spesiale spaarseëls.*—Hierby word daar voorsiening gemaak vir die uitreiking van spesiale spaarseëls ter waarde van R1 en/of R2. Hierdie seëls kan by die Sekretaris van die Raad gekoop word deur werkgevers namens werknemers of deur werknemers self. Die aankoop en aflissing van sodanige seëls is *mutatis mutandis* aan die voorafgaande bepalings van hierdie klousule onderworpe.

(11) (a) Alle geld wat die Fonds toeval, moet gedeponeer word in 'n bankrekening wat vir daardie doel geopen moet word, en alle geld ontvang, moet binne drie dae ná die ontvangsdatum daarin gedeponeer word.

(b) Alle bedrae waarmee die Fonds by die Raad gekrediteer is, kan van tyd tot tyd deur die Fonds belê word in—

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

(ii) Nasionale Spaarsertifikate;

(b) The Secretary of the Council shall maintain a numerical register of all applications for contribution cards and allocate a specific number in respect of each applicant, which shall be recorded on the contribution card.

(c) Every employee, upon being issued by his employer with a stamp in terms of subclause (6) (b) shall immediately affix such stamp in his contribution card. Such card shall be retained by the employee to whom it has been issued by the Council.

(d) The Council shall only recognise contribution cards issued by it and all such cards shall remain the property of the Council.

(e) The last stamp to be affixed in the contribution card shall be the stamp issued in respect of the last Friday in October.

(f) Every employer upon whom the provisions of this Agreement are binding shall be required to note in his records the specific number of the contribution card allocated by the Council to every employee upon whom the provisions of this Agreement are binding.

(g) Every employee upon whom this Agreement is binding shall, within seven days, produce his contribution card upon being so requested by the Secretary of the Council, any official of the Council, or his employer.

(h) Contribution cards, issued in accordance with the provisions of this Agreement are not transferable and any employee who assigns, transfers, cedes, pledges, hypothecates, borrows, and/or lends a contribution card shall forthwith cease to be entitled to any value attached to any stamps affixed therein which shall be forfeited to the general funds of the Council.

(9) Payment from the Fund to specified employees in respect of Annual Leave and specified public holidays:

(a) The Council shall not be liable for payment of stamps not affixed in the contribution card and handed in to the Secretary of the Council in the manner prescribed in this clause.

(b) No payment shall be made from the Fund in respect of stamps which have erasures or have been destroyed, lost or mutilated; provided that the Council shall have the right to authorise payment in its discretion.

(c) No payment shall be made from the Fund in respect of stamps before the annual holiday period; provided that the Council may authorise the Secretary of the Council to make payment to any employee for any good reason.

(d) No payment shall be made from the Fund in respect of stamps issued in terms of subclause (6) (b) and lodged with the Council to any person other than the employee whose name has been inserted by the Council on the contribution card in which such stamps are contained.

(e) In the event of the death of an employee, the amount due from the Fund shall be paid to his Estate by a cheque drawn in favour of such estate upon production of a certified copy of the death certificate and provided all stamps issued in terms of subclause (6) (b) to the deceased being lodged with the Secretary of the Council.

(f) Within seven days after the last Friday in October, each employee shall deposit his contribution card with the Secretary of the Council in exchange for a receipt and new contribution card. The Secretary shall calculate the amount of the stamps affixed in his contribution card and pay to the employee the total holiday fund value of all such stamps on a date not later than the day prior to the commencement of the annual leave period.

(g) Contribution cards handed in after the expiration of the seven day period shall be retained by the Secretary until after the annual leave period for payment: Provided that the Council shall have the right to authorise payment, in its discretion, and upon such terms and conditions as it may deem necessary.

(h) If an employee should fail or omit to claim the value of stamps issued to him in terms of subclause (6) (b) within a period of six months from the date on which the annual leave period terminates, the value thereof shall become forfeit and accrue to the general funds of the Council. The Council, however, shall consider all claims for payment lodged after six months upon production of such stamps.

(10) *Special savings.*—Provision is hereby made for the issue of special savings stamps of a value of one rand and/or two rand. These stamps may be purchased from the Secretary of the Council by employers on behalf of employees or by employees themselves. The purchase and redemption of such stamps shall be subject, *mutatis mutandis*, to the foregoing provisions of this clause.

(11) (a) All moneys accruing to the fund shall be deposited in a banking account opened for that purpose, and all moneys received shall be deposited therein, within three days of the date of receipt.

(b) Any amounts held by the Council to the credit of the Fund may be invested by the Council from time to time in—

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

(ii) National Savings Certificates;

- (iii) Opspaarbankrekenings of -sertifikate;
- (iv) spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke;
- (v) op enige ander wyse wat die Registrateur goedkeur.

(c) Alle rente op beleggings kragtens paragraaf (b), val die algemene fondse van die Raad toe.

(d) Die uitgawes wat spruit uit die administrasie van die Fonds moet uit die algemene fondse van die Raad betaal word.

(e) Alle betalings uit die Fonds moet geskied per tjek, onderteken deur die voorsitter of, in sy afwesigheid, die ondervoorsitter of deur 'n lid of lede of deur 'n ander persoon of persone wat deur die Raad benoem is.

(12) (i) 'n Openbare rekenmeester of rekenmeesters wie se besoldiging deur die Raad vasgestel moet word, moet deur die Raad aangestel word en moet die rekenings van die Fonds minstens een keer per jaar ouditeer en voor of op die eerste Donderdag in Desember elke jaar 'n staat opstel wat die volgende toon:

(a) Alle geld kragtens hierdie klousule ontvang;

(b) uitgawes onder alle hoofde aangegaan;

(c) gedurende die 12 maande eindigende die voorafgaande 31ste Oktober, tesame met 'n balansstaat wat die bates en laste van die Fonds soos op daardie datum toon.

(ii) Die geouditeerde staat en die balansstaat van die Fonds moet daarna by die kantoor van die Raad ter insae lê en afskrifte daarvan wat behoorlik deur die ouditeure gesertifiseer en deur die Voorsitter van die Raad medeonderteken is, tesame met 'n verslag daaroor deur die ouditeur, moet binne drie maande na die einde van die tydperk wat deur sodanige staat en balansstaat gedek word, by die Sekretaris van Arbeid ingedien word.

(13) Die lede van die Raad en sy werknemers is nie aanspreeklik vir enige skulde en laste van die Fonds nie en word hiermee deur die Fonds gevrywaar teen alle verliese en onkoste wat hulle in of in verband met die bona fide-uitvoering van hulle pligte aangaan.

(14) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan met verloop van tyd verstryk of om enige ander rede ophou om te bestaan, moet die Raad voortgaan om die Fonds te administreer totdat dit of gelikwider word of deur die Raad oorgedra word na enige ander fonds wat gestig is vir dieselfde doel as dié waarvoor die oorspronklike Fonds ingestel is.

(15) Ingeval die Raad ontbind word of ophou funksioneer in enige tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, kan die Nywerheidsregistrateur 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid op 'n grondslag van gelyke verteenwoordiging aan albei kante aanstel en dié komitee moet voortgaan om die Fonds te administreer. Enige vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit die geledere van die werkgewers of werknemers, na gelang van die geval, om gelyke verteenwoordiging van werkgewer- en werknemerverteenwoordigers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom, of ingeval 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Registrateur onprakties of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer en vir dié doel het sodanige trustee al die bevoegdhede van die komitee. Indien daar by die verstryking van hierdie Ooreenkoms nie 'n raad bestaan nie, moet die Fonds gelikwider word deur die komitee wat ingevolge hierdie paragraaf funksioneer of deur die trustee of trustees, na gelang van die geval, en as die sake van die Raad by verstryking van die Ooreenkoms alreeds gelikwider, en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos in artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitmaak.

(16) By likwidasië van die Fonds ooreenkomstig subklousule (14) van hierdie klousule, moet die geld wat in die krediet van die Fonds oorbly ná betaling van alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, in die algemene fondse van die Raad inbetaal word.

36. VERTONING VAN OOREENKOMS

'n Werkgewer moet toesien dat 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale op 'n opvallende plek, wat maklik vir al sy werknemers toeganklik is, in elke werkwinkel of werf waar hy sake doen, beskikbaar is, benewens die kennisgewing wat hy ingevolge artikel 58 van die Wet moet vertoon.

37. VERBOD OP PRIVAATVERVOER

Geen werkgewer mag dit as diensvoorwaarde stel dat 'n werknemer sy motor of ander voertuig in verband met die werkgewer se besigheid moet gebruik nie.

- (iii) Post Office savings accounts or certificates;
- (iv) savings accounts, permanent shares or fixed deposits in registered building societies or banks;
- (v) in any other manner approved by the Registrar.

(c) Any interest accruing from investments made in terms of paragraph (b) shall accrue to the general funds of the Council.

(d) The expenses arising from the administration of the Fund shall be paid from the general funds of the Council.

(e) All payments from the Fund shall be made by cheque, signed by the Chairman, or, in his absence, the Vice-Chairman, or by any member of members or any other person or persons appointed by the Council.

(12) (i). A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed by the Council and shall audit the accounts of the Fund at least once annually and not later than the first Thursday in December of each year, prepare a statement showing—

(a) all moneys received in terms of the provisions of this clause;

(b) expenditure incurred under all headings;

(c) during the 12 months ending 31 October preceding, together with a balance sheet showing the assets and liabilities of the Fund as at that date.

(ii) The audited statement and the balance sheet of the Fund shall thereafter lie for inspection at the office of the Council and copies thereof, duly certified by the auditors and countersigned by the Chairman of the Council, together with any report made by the auditor thereon shall be lodged with the Secretary for Labour within three months of the close of the period covered by such statement and balance sheet.

(13) The members of the Council and its employees shall not be liable for any debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(14) In the event of the expiry of this Agreement or any extension or renewal thereof by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it is either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created.

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

(16) Upon liquidation of the Fund in terms of subclause (14) of this clause the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses shall be paid into the general funds of the Council.

36. EXHIBITION OF AGREEMENT

An employer shall cause a legible copy of this Agreement in both official languages to be available in every workshop or yard where he carries on business in a conspicuous position, easily accessible to all his employees, in addition to the notices he is required to exhibit by section 58 of the Act.

37. PROHIBITION OF PRIVATE TRANSPORT

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

38. VAKVERENIGINGORGANISEERDERS

Organiseerders van die vakverenigings het die reg om gedurende gewone werkure lede van hul onderskeie vakverenigings by die werkplek of in werkwinkels te spreek: Met dien verstande dat die werkgever deur die organiseerder in kennis gestel word van sy voorneme om sodanige werkplek of werkwinkel te besoek: Voorts met dien verstande dat die organiseerder nie die werkproduksie van 'n lid te veel vertraag nie.

39. ALGEMEEN

(1) Geen ooreenkoms, uitdruklik of stilswyend, hetsy dit aangegaan word voordat of nadat hierdie Ooreenkoms in werking tree, mag die uitwerking hê dat dit die betaling aan 'n werknemer van minder besoldiging as dié wat in hierdie Ooreenkoms voorgeskryf word of die toepassing op 'n werknemer van enige behandeling of die toekenning aan hom van enige bystand wat vir hom minder gunstig is as die behandeling of bystand in hierdie of enige ander ooreenkoms voorgeskryf, toelaat nie, en dit mag ook nie 'n afstanddoening bewerkstellig deur 'n werknemer van die toepassing op hom van enige bepaling van hierdie of enige ander ooreenkoms nie. Enige sodanige ooreenkoms is ongeldig.

(2) Elke bepaling, subklousule of klousule skêp 'n reg of verpligting, na gelang van die geval, en is onafhanklik van die bestaan van ander bepalinge. As 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig of *ultra vires* is vir sover dit die bevoegdheid van die partye of die Minister betref—hetsy vóór of ná die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Namens die partye op hede die 3de dag van Oktober 1972 in Grahamstad onderteken.

H. C. CHARLTON, Voorsitter van die Raad

W. H. HAUPT, Ondervoorsitter van die Raad

G. R. REED, Sekretaris van die Raad.

AANHANGSEL A
LOONKOEVERTERTE

Loonkoeverte moet onderstaande gegewens meld:

Naam van werknemer.....	
Vakansiefondsnummer.....	Week geëindig.....
Beroep.....	
Werkgever.....	
	Uurloon
	R c
Gewone tyd.....	
Oortyd.....	
Vakansiefondstoelae.....	
Totaal.....	
Min: Pensioenbydrae.....	
Belasbare totaal.....	
Aftekings:	
L.B.S.....	
W.V.F.....	
Heffings.....	
Vakansiefonds.....	
Ander aftekings.....	
Totale aftekings.....	
Netto totaal.....	

No. R. 38 12 Januarie 1973

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

BOUNYWERHEID, ALBANY

Ek, Cornelius Petrus Mulder, Waarnemende Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermentskennisgewing R. 37 van 12 Januarie 1973, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

C. P. MULDER, Waarnemende Minister van Arbeid.

38. TRADE UNION ORGANISERS

Organisers of the trade unions shall have the right to interview members of their respective unions on the jobs or in workshops during normal working hours: Provided that the employer is notified by the organiser of his intention to visit such job or workshop and provided further that the organiser does not unduly retard the production or output of work of any member.

39. GENERAL

(1) No agreement, express or implied, whether entered into before or after the coming into operation of this Agreement, shall operate to permit of the payment to any employee of remuneration less than that prescribed in this Agreement or of the application to any employee of any treatment, or the granting to him of any benefits, less favourable to him than the treatment or benefits prescribed in this or any other agreement nor shall it affect any waiver by any employee of the application to him of any provision of this or any other agreement. Any such agreement shall be void.

(2) Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed on behalf of the parties at Grahamstown on this 3rd day of October 1972.

H. C. CHARLTON, Chairman of the Council.

W. H. HAUPT, Vice-Chairman of the Council.

G. R. REED, Secretary of the Council.

ANNEXURE A
WAGE ENVELOPE

Shall include the following:

Name of employee.....	
Holiday Fund No.....	Week ending.....
Occupation.....	
Employer.....	
	Hours rate
	R c
Ordinary time.....	
Overtime.....	
Holiday fund allowance.....	
Total.....	
Less: Pension contribution.....	
Taxable total.....	
Deductions:	
P.A.Y.E.....	
U.I.F.....	
Levies.....	
Holiday Fund.....	
Other deductions.....	
Total deductions.....	
Net total.....	

No. R. 38

12 January 1973

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

BUILDING INDUSTRY, ALBANY

I, Cornelius Petrus Mulder, Acting 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. 37 of 12 January 1973, 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.

C. P. MULDER, Acting Minister of Labour.

No. R. 39

12 Januarie 1973

WERKRESERVERINGVASSTELLING 13

BOUNYWERHEID, KAAPPROVINSIE EN NATAL.—
VRYSTELLING TEN OPSIGTE VAN DIE LAND-
DROSDISTRIK ALBANY

Hierby word vir algemene inligting bekendgemaak dat die Waarnemende Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, aan alle werkgewers en hul werknemers vir wie die Ooreenkoms in verband met die Bounywerheid, Albany, gepubliseer by Goewermmentskennisgewing R. 37 van 12 Januarie 1973, bindend is, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend mag wees, vrystelling verleen het van die bepalings van Vasstelling 13 wat by Goewermmentskennisgewing R. 1861 van 9 November 1962 gepubliseer is, in dié mate dat—

(a) Gekleurdes toegelaat word om in genoemde Nywerheid—

(i) enige werk te verrig wat in die omskrywings van “ambagsmansassistent” en “half-geskoolde arbeider” in klousule 3 van genoemde Ooreenkoms gespesifiseer is; en

(ii) die werk van ’n “ambagsman” soos in genoemde Ooreenkoms omskryf, te verrig, mits sodanige Gekleurde ’n “leerling” is soos omskryf in klousule 3 van genoemde Ooreenkoms; en

(b) Bantoes toegelaat word om in genoemde Nywerheid enige werk te verrig wat in die omskrywing van “half-geskoolde arbeider” in klousule 3 van genoemde Ooreenkoms gespesifiseer is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer ’n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur ’n persoon wat nie ’n Blanke persoon is nie.

No. R. 40

12 Januarie 1973

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, ALBANY.—INTREKKING VAN
GOEWERMMENTSKENNISGEWING

Ek, Cornelius Petrus Mulder, Waarnemende Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermmentskennisgewing R. 2115 van 24 November 1972 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

C. P. MULDER, Waarnemende Minister van Arbeid.

No. R. 39

12 January 1973

WORK RESERVATION DETERMINATION 13

BUILDING INDUSTRY, CAPE PROVINCE AND
NATAL.—EXEMPTION IN RESPECT OF THE
MAGISTERIAL DISTRICT OF ALBANY

It is hereby notified for general information that the Acting Minister of Labour has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination 13, published under Government Notice R. 1861 of 9 November 1962, to all employers and their employees who are bound by the Agreement relating to the Building Industry, Albany, published under Government Notice R. 37 of 12 January 1973, with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the said Act, to the extent that—

(a) Coloureds may in the said Industry—

(i) perform any work specified in the definitions of “journeyman’s assistant” and “semi-skilled labourer” in clause 3 of the said Agreement; and

(ii) perform the work of a “journeyman” as defined in the said Agreement, provided such Coloured is a “learner” as defined in clause 3 of the said Agreement; and

(b) Bantu may in the said Industry perform any work specified in the definition of “semi-skilled labourer” in clause 3 of the said Agreement.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted, by a person who is not a White person.

No. R. 40

12 January 1973

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, ALBANY.—CANCEL-
LATION OF GOVERNMENT NOTICE

I, Cornelius Petrus Mulder, Acting Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 2115 of 24 November 1972 with effect from the second Monday after the date of publication of this notice.

C. P. MULDER, Acting Minister of Labour.

INHOUD

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