

Republic of South Africa



(REGULATION GAZETTE No. 495)

Government Gazette

Buitengewone Extraordinary Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

Price 10c Prys

Overseas 15c Oorsee
POST FREE — POSVRY

(REGULASIEKOERANT No. 495)

VOL. 16.]

PRETORIA, 28 MAY 1965.
28 MEI 1965.

[No. 1124.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 771.] [28 May 1965.

INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.

AGREEMENT.

On behalf of the Minister of Labour, I, MARIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding from the 30th May, 1965, and for the period ending the 29th May, 1968, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (4) (e), 16, 26 (1) (c), 30 and 33, shall be binding from the 30th May, 1965, and for the period ending the 29th May, 1968, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industries in the area within a radius of 15 miles from the General Post Office, Bloemfontein; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the area within a radius of 15 miles from the General Post Office, Bloemfontein, and from the 30th May, 1965, and for the period ending the 29th May, 1968, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 5 (4) (e), 16, 23, 24, 26 (1) (c), 30 and 33, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries 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.

M. VILJOEN,
Deputy-Minister of Labour.

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Republiek van Suid-Afrika

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[No. 1124.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 771.] [28 Mei 1965.

WET OP NYWERHEIDSVERSOENING, 1956.

BOU- EN MONUMENTKLIPMESSELNYWERHEID, BLOEMFONTEIN.

OOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, vanaf 30 Mei 1965 en vir die tydperk wat op 29 Mei 1968 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of verenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd die vervat in klousules 1 (1), 2, 5 (4) (e), 16, 26 (1) (c), 30 en 33, vanaf 30 Mei 1965 en vir die tydperk wat op 29 Mei 1968 eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerhede in die gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein, af; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (4) (e), 16, 23, 24, 26 (1) (c), 30 en 33, vanaf 30 Mei 1965 en vir die tydperk wat op 29 Mei 1968 eindig, in die gebied binne 'n straal van 15 myl van die Hoofposkantoor, Bloemfontein af, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daarde werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

1—1124

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(BLOEMFONTEIN).

AGREEMENT

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

Master Builders' and Allied Trades' Association, Bloemfontein,

Electrical Contractors Association of South Africa (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Amalgamated Society of Woodworkers of South Africa, Amalgamated Union of Building Trade Workers of South Africa,

Die Blanke Bouwerkervakbond,

South African Electrical Workers Association (hereinafter referred to as the "employees" or the "trade unions"), of the other part, being the parties to the Industrial Council for the Building Industry, Bloemfontein.

CLAUSE 1.—SCOPE OF APPLICATION.

(1) The terms of this Agreement shall be observed in the Bloemfontein area as defined in clause 3 of this Agreement by all employers and employees in the Building Industry and the Monumental Masonry Industry, who are members of the employers' organisations and the trade unions, respectively.

(2) Notwithstanding the provisions of sub-clause (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 conditions prescribed thereunder;
- (b) apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, No. 38 of 1951, or any conditions prescribed thereunder;
- (c) not apply to persons engaged in the erection, maintenance, repair or alteration on farms of—
 - (i) dwelling-houses at a cost of less than R2,000;
 - (ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

(3) The provisions of clauses 7 (1) to 7 (4), 12 and 23 shall not apply to employees for whom wages are prescribed in clauses 4 (1) (a), 4 (1) (b), 4 (1) (c), 4 (1) (d), 4 (1) (e) and 4 (1) (f).

CLAUSE 2.—PERIOD OF OPERATION.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section forty-eight of the Act and shall remain in force for a period of three years from the date of publication hereof, or for such period as the Minister may determine.

CLAUSE 3.—DEFINITIONS.

Any term used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any reference to an Act shall include any amendment thereof, further, unless inconsistent with the context—

- (i) "Act" means the Industrial Conciliation Act, No. 28 of 1956;
- (ii) "agent" means a person appointed by the Council in terms of the provisions of section sixty-two (7) of the Act;
- (iii) "apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, or deemed to have been registered under the said Act;
- (iv) "artisan" means any person engaged in the Industry and/or any one or more of the trades or subdivisions thereof enumerated under the definitions of "Building Industry" and "Monumental Masonry Industry", who is not a trainee; an apprentice, a minor, a skilled labourer, an unskilled labourer, a casual labourer, a watchman, an operator of a power crane or a driver of a mechanical vehicle;
- (v) "artisan's work" means employment in any one or more of the trades or subdivisions thereof enumerated under the definition of "Building Industry" and "Monumental Masonry Industry";
- (vi) "Benefit Fund" means the fund established in terms of clause 23;
- (vii) "Bloemfontein area" means the area within a fifteen-mile radius from the General Post Office, Bloemfontein;
- (viii) "builder's hoist" means any appliance used in connection with building work for raising or lowering materials by means of a platform, skip, cage or other receptacle on fixed guides;

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(BLOEMFONTEIN).

OOREENKOMS

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

Master Builders' and Allied Trades' Association, Bloemfontein, Electrical Contractors Association of S.A.

(hieronder die "werkgewers" of die "werkgewers organisasies" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers of South Africa, Amalgamated Union of Building Trade Workers of South Africa,

Die Blanke Bouwerkervakbond,

South African Electrical Workers Association (hieronder die "werkneemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bounywerheid, Bloemfontein.

KLOUSULE 1.—TOEPASSINGSBESTEK.

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die Bloemfonteingebied, soos omskryf in klosule 3 van hierdie Ooreenkoms, deur alle werkgewers en werkneemers in die Bounywerheid en die Monumentklipmesselnywerheid, wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

(2) Ondanks die bepalings van subklosule (1), is die bepalings van hierdie Ooreenkoms—

- (a) op vakleerlinge van toepassing slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, of enige voorwaardes daarvolgens vasgestel, onbestaanbaar is nie;
- (b) op kwekelinge van toepassing slegs vir sover dit nie met die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951, of enige voorwaardes wat daarvolgens vasgestel is, onbestaanbaar is nie;
- (c) nie op diegene van toepassing wat die volgende op plese oprig, in stand hou, herstel of verbou nie—
 - (i) woonhuise teen 'n koste van minder as R2,000;
 - (ii) alle ander geboue, ongeag die koste, wat uitsluitlik vir boerderydoeleindes gebruik word of daarvoor bedoel is.

(3) Die bepalings van klosules 7 (1) tot 7 (4), 12 en 23 is nie van toepassing nie op werkneemers vir wie lone in klosules 4 (1) (a), 4 (1) (b), 4 (1) (c), 4 (1) (d), 4 (1) (e) en 4 (1) (f) voorgeskryf word.

KLOUSULE 2.—GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag vassel en bly van krag vir 'n tydperk van drie jaar vanaf die publikasiedatum hiervan, of vir dié tydperk wat die Minister mag bepaal.

KLOUSULE 3.—WOORDOMSKRYWING.

Alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in dié Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings daarvan bedoel, voorts, tensy onbestaanbaar met die samehang beteken—

- (i) "Wet" die Wet op Nywerheidsversoening, No. 28 van 1956;
- (ii) "agent" iemand wat die Raad ingevolge artikel twee-en-sesig (7) van die Wet aangestel het;
- (iii) "vakleerling" 'n werkneemter wat in diens is ingevolge 'n skriftelike leerkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is, of geag word daarvolgens geregistreer te wees;
- (iv) "ambagsman" enigiemand wat in die nywerheid in diens is en/of in enige of meer van die bedrywe of onderafdelings daarvan wat in die omskrywings van "Bounywerheid" en "Monumentklipmesselnywerheid" genoem word, en wat nie 'n kwekeling, vakleerling, jeugdige, geskoolde arbeider, ongeskoolde arbeider, los arbeider wag, bediener van 'n kragkraan of 'n drywer van 'n meganiese voertuig is nie;
- (v) "werk van 'n ambagsman" diens in enige of meer van die bedrywe of onderafdelings daarvan wat in die omskrywing van "Bounywerheid", en "Monumentklipmesselnywerheid" genoem word;
- (vi) "Voorsorgsfonds" die fonds wat ingevolge klosule 23 ingestel is;
- (vii) "Bloemfonteingebied" die gebied binne 'n straal van vyftien myl vanaf die Hoofposkantoor, Bloemfontein;
- (viii) "bouershyster" 'n toestel wat by bouwerk gebruik word om materiale met behulp van 'n platform, mynhyser, hok of ander houer op vaste leibalke te lig of te laat sak;

(ix) "Building 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 or structures and/or the making of articles for use in the erection, completion or alteration of buildings and/or 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, but shall not include clerical employees and administrative staffs, nor the installation, maintenance or repair of lifts in buildings:—

- (a) "Asphalting", which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;
- (b) "bricklaying", which includes concreting and the fixing of concrete blocks, slabs or plates, tiling of walls and floors, jointing of brick work, pointing, paving, mosaic work, facing work in slate, in marble, and in composition, drainlaying, slating, roof tiling and cement caulking of earthenware drains;
- (c) "concrete work", which includes the supervision of concrete being placed *in situ* and levelling the surfaces thereof;
- (d) "electrical installation", which includes electrical fitting and wiring and operations incidental thereto;
- (e) "french polishing", which includes polishing with a brush or pad, and spraying with any composition;
- (f) "glazing", which includes 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;
- (g) "joinery", which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings, whether or not the fixing in the building or structure is done by the person making or preparing the article used, and shall include cupboards, kitchen dressers and/or other kitchen fixtures which accrue to the building as a permanent portion thereof;
- (h) "light making", which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;
- (i) "masonry", which includes stone cutting and/or building (also the cutting and building of ornaments and monumental stonework), concreting and the fixing and/or building of precast and/or artificial stone and/or marble, paving, mosaic work, pointing, wall and floor tiling, operating of a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery (other than stone polishing machinery), and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;
- (j) "metal work", which includes the fixing of steel ceilings, metal windows, metal doors, builders' smith work, 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 the building or structure is done by the person making or preparing the article used;
- (k) "painting", which includes decorating, paper hanging, glazing, distempering, lime and colour washing, staining, varnishing, graining, marbling and spraying, spray painting, signwriting and wall decoration;
- (l) "plastering", which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceilings and fibrous

(ix) "Bouwverheid" sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkewer en werkneemers met mekaar geassosieer is om geboue of strukture op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of artikels vervaardig vir gebruik by die oprigting, voltooiing of verbouing van geboue en/of strukture, afgesien daarvan of die werk verrig, of die materiaal voorberei of die nodige artikels vervaardig word op die terreine van die geboue of strukture of elders, en omvat dit alle werk wat daarin deur persone verrig word wat in die volgende bedrywe of onderafdelings daarvan werkzaam is, maar omvat dit nie klerke en administratiewe personele nie, en ook nie die installering, instandhouding, of herstel van hysbakke in geboue nie:—

- (a) "asvaltwerk" waarby inbegrepe is die bedekking van vloer, plat- en/of skuinsdakke, die waterdigting of vogdingting van kelders of fondamente, afgesien daarvan of dit met voorbereide rolle dakbedekking of asfaltplate met geglasuurde of ongeglasuurde oppervlakte gedoen word of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander soort soliede of halfsoliede asfalt, mastiek of emulsieasfalt of bitumen gebruik word of nie en afgesien daarvan of dit warm of koud op sodanige dakke, vloere of kelders of fondamente aangewend word of nie;
- (b) "messelwerk" waarby inbegrepe is betonwerk en die aanbring van betonblokke, -platblokke of -plate, muur- of vloerbeteëling, voegvulling, bestrating, mosaïekwerk, voorwerk met leiklip, marmer en komposiemateriaal, riuolaanleg, leiwerk, pandekking en sementkalfaatwerk of erderooilwerk;
- (c) "betonwerk" waarby inbegrepe is die toesig oor die *in situ* plassing van beton en die gelykmaking van die oppervlakte daarvan;
- (d) "elektriese installasie" waarby inbegrepe is elektromonneerwerk en -bedrading en werkzaamhede wat daarmee in verband staan;
- (e) "lakverniswerk" waarby inbegrepe is verniswerk wat met 'n borsel of kussinkie gedoen word, en bespuiting met 'n komposisie;
- (f) "insit van ruite" waarby inbegrepe is die snywerk aan alle soorte glas of ander dergelike produkte en/of die aanbring daarvan in spinnings wat in hout- of metaaldeure, vensters, rame of dergelike vaste toebehore aangebring is, en alle werkzaamhede wat daarmee in verband staan;
- (g) "skrynwerk" waarby inbegrepe is die insit van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore gepaard gaan, afgesien daarvan of dit in die gebou of struktuur aangebring word deur die persoon wat die artikel wat gebruik word, vervaardig of voorberei, of nie, en ook rakkaste, kombuiskaste en/of ander vaste toebehore vir die kombuis wat 'n permanente deel van die gebou uitmaak;
- (h) "ruitwerk" waarby inbegrepe is die vervaardiging en/of insit van ruite-in-lood en/of ruite wat in ander metale gemonteer word en reklameborde (uitgesondert die elektromonneerwerk wat daarmee gepaard gaan) en die insit van ruite wat daarmee in verband staan;
- (i) "klipmesselwerk" waarby inbegrepe is klipsnywerk en/of -bouwerk (ook die sny en bou van ornamente en monumentklipwerk), betonwerk en die aanbring van en/of bouwerk met voorafgegiette en/of kunsmatige klip en/of marmer, bestrating, mosaïekwerk, voegvulling, muur- en vloerbeteëling, bediening van 'n Mall en Biax of soortgelyke draagbare toller, buigsame snywerk-, afwerkings- en ander klipwerkmasjienerie (uitgesondert klippoleermasjienerie), en die skepmakaak van klipmesselaarsgereedskap, afgesien daarvan of die artikel wat gebruik word in die gebou of struktuur aangebring word deur die persoon wat dit vervaardig of voorberei of nie;
- (j) "metaalwerk" waarby inbegrepe is die aanbring van staalplafonine, metaalvensters, metaaldeure, bou-smidswerk, metaalraam- en metaaltrap- en boukundige metaalwerk, die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, afgesien daarvan of die artikel wat gebruik word in die gebou of struktuur aangebring word deur die persoon wat dit vervaardig of voorberei of nie;
- (k) "verfwerk" waarby inbegrepe is versiering, muurplakwerk, glasuring, distemperwerk, aflatting en kleurkalking, beitswerk, verniswerk, vlamskildering, marmering en bespuiting, spuitskilderwerk, letterskilderwerk en muurversiering;
- (l) "pleisterwerk" waarby inbegrepe is boetseer-, modelleerwerk, vormmakery, die aanbring van voorwerk in vorms vir gietsels, die maak en aanbring

plaster or other compositions, granolithic, terrazzo and composition floorlaying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine, precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

(m) "plumbing", which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, 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;

(n) "saw-doctoring", which includes machines and tools used in the trade, hammering, gulleting, sharpening and setting all classes of circular and frame saws, brazing, retoothing, sharpening (by hand or machine) spring setting, tensioning of band saws, setting up and repairing inserted tooth saws, truing up buckled or twisted band saws, and circular saws;

(o) "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;

(p) "sign-writing", which includes colour mixing and matching, laying out signs, painting backgrounds, lettering, gilding, heraldry, use of gold leaf, glass engraving, spray painting, sand blasting designs;

(q) "steel reinforcing", which includes supervising the bending, placing and fixing in position of steel;

(r) "steel construction", which includes the fixing of all classes of steel or other metal columns, girders, steel joist or metal in any other form which form part of a building or structure;

(s) "woodworking", which includes carpentry, veneer paneling, and polishing and sandpapering of same, woodworking machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, drilling and plugging of walls, covering of woodwork with metal, block and other flooring including wood, linoleum, rubber composition, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used; provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

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

(xi) "casual labourer" means an unskilled labourer who is employed by the same employer on not more than three days in any week;

(xii) "chargehand" 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 may in addition perform the work of an artisan either constant or intermittently;

(xiii) "child" means, in respect of any person who contributes to the Fund referred to in clause 23, a member's unmarried legitimate child or legally adopted child under the age of eighteen years, dependent wholly upon him or in receipt of an income of not more than R40 a month living with the member except for temporary absence at boarding school, on holiday or for any other reason acceptable to the Management Committee.

van pleisterbordplafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terrasso- en komposievloerwerk, komposiemuurbedekking en die poleerwerk daarvan, die bediening van 'n Mall- en Biax- of dergelyke tipe draagbare toller, buigsame sny- en afwerkmasjiën, voorafgegiette of kunsklipwerk, muuren vloerteelwerk, bestrating- en mosaïkwerk, metaalatwerk, akoestiekspreiwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die artikels wat gebruik word in die gebou of struktuur aangebring word deur die persoon wat dit vervaardig of voorberei of nie;

(m) "loodgieterswerk" waarby inbegrepe is swiesoldeerwerk en swieswerk, loodlaaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandweerinstallasie en die vervaardiging en aanbring van plaatmetaalwerk, afgesien daarvan of die artikels wat gebruik word in die gebou of struktuur aangebring word deur die persoon wat dit vervaardig of voorberei of nie;

(n) "saagherstelwerk" waarby inbegrepe is masjiene en gereedskap wat in die bedryf gebruik word, hamerwerk, uitholwerk, skerpmaak- en stelwerk aan alle klasse sirkelsae en raamsae, sveissoldering, vertanding, slyp (met die hand of masjiën), veerstelwerk en spanningstelwerk aan bandsae, montering en herstel van insteektandsae, en die haaksmaking van verbuigde of warrige bandsae en sirkelsae;

(o) "winkel-, kantoor- en bankuitrusting" waarby inbegrepe is die vervaardiging en/of aanbring van kinkelfronte, vensterafskortings, uitstallaste, toonbanke, skerms en binnenshuise los- en vas toebehore;

(p) "letterskilderwerk" waarby inbegrepe is kleurevermenging en -passing, ontwerp van reclameborde, inskildering van die agtergrond, belettering, vergulding, heraldiek, gebruik van bladgoud, glasgravering, sputerverfwerk en sandstraling van ontwerpe;

(q) "staalwapening" waarby inbegrepe is die toesighouding oor die buig, plasing en vassit van staal in die regte posisie;

(r) "staalkonstruksie" waarby inbegrepe is die aanbring van alle soorte staal- of ander metaalkolomme, leers, staalbalke of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk;

(s) "houtwerk" waarby inbegrepe is timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerkmasjiënwerk, draaiwerk, houtsneewerk, die aanbring van golfyster, klank- en akoestiekmateriaal, kurk- en asbesisolasie, houtdraaiwerk, komposisieplafonne en muurbedekking, boorwerk en insit van muurproppie in mure, die bedekking van houtwerk met metaal, blok- en ander vloerwerk met inbegrip van hout, linoleum, rubberkompositie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelyke tipe draagbare toller, buigsame sny of afwerk- en poleermasjiën, bekisting en/of bereiding van vorms vir beton, afgesien daarvan of die artikel wat gebruik word in die gebou of bouwerk aangebring word deur die persoon wat dit vervaardig of voorberei of nie; met dien verstande egter dat as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van die omskrywing wanneer sodanige lewerk iets bykomstigs is by die verkoop van sodanige linoleum en geen deel uitmaak van die regstreeks koste aan die klant nie;

(x) "balkkraan of swaaiarmkraan" 'n werkplatform wat op vrydraende of verspande kraanbalke steun;

(xi) "los arbeider" 'n ongeskoolde arbeider wat vir hoogstens drie dae in 'n week by dieselfde werkgever werkzaam is;

(xii) "onderbaas" 'n werknemer wat in beheer geplaas is van 'n taak of take of 'n besondere afdeling van 'n taak of take, wat werk uitdeel aan werknemers oor wie hy beheer voer, wat toesig hou oor werk wat tot voltooiing lei, wat dissipline handhaaf en oor die algemeen teenoor die werkgever verantwoordelik is vir die doeltreffendheid waarmee die taak of take verrig word en wat daarbenewens onafgebroke of met tussenposes die werk van 'n ambagsman mag verrig;

(xiii) "kind" ten opsigte van iemand wat tot die Fonds genoem in klousule 23 bydra, 'n lid se ongetrouwe kind of sy wettig-aangename kind, wat jonger is as agtien jaar, wat geheel en al van hom afhanglik is of hoogsens R40 per maand aan inkomste ontvang, wat by die lid bly, buiten wanneer hy tydelik 'n kosskool bywoon, of met vakansie is of om enige ander rede wat vir die Bestuurskomitee aanvaarbaar is, afwesig is;

- (xiv) "competent person" means a person who has had at least five years' practical experience in building work or a person who has obtained a degree in civil engineering of a South African University or a degree recognised by the Department of Education, Arts and Science of the Republic of South Africa as equivalent to such first mentioned degree;
- (xv) "contribution book" means the official book issued by the Council to each employee in the Industry in each year, and, "contribution book" and "holiday fund book" shall have the same meaning for the purpose of this Agreement;
- (xvi) "conveyance" means transport by licensed ambulance, and in the absence of or inability to obtain a licensed ambulance, transport by private motor vehicle, aircraft, taxi or any other means of transport whilst being used as a conveyance during illness or injury;
- (xvii) "Council" means the Industrial Council of the Building Industry, Bloemfontein, deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1956;
- (xviii) "dangerous work" means any work—
 (a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Industry and operative within a fifteen-mile radius from the General Post Office, Bloemfontein;
 (b) performed in old sewers;
 (c) performed in connection with underpinning and shoring;
 (d) performed on the outside of a building (other than in the course of erection of a new building) on or from a swinging scaffold, boatswain's chair or a roof at the height of more than 30 feet from the ground level, in connection with the renovation, alteration or repair of such building;
- (xix) "dependant" means—
 (a) the wife of a member;
 (b) the child of a member;
- (xx) "driver of mechanical vehicle" means an employee who is engaged in driving a mechanical vehicle and for the purpose of this definition "driving a mechanical vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or load and all periods during which he is obliged to remain at his post in readiness to drive;
- (xxi) "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 6 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 cause such as fire, storm, flood, accident or act of violence, must be performed without delay;
- (xxii) "essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking;
- (xxiii) "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 efficiency on the job or jobs, and who is not required to do work of an artisan except intermittently or in an instructional capacity;
- (xxiv) "general practitioner" means any qualified person registered with the South African Medical and Dental Council in terms of Act No. 13 of 1928;
- (xxv) "heavy suspended scaffold" means a working platform suspended from overhead cantilevered supports by means of more than one separate suspension from each cantilever support;
- (xxvi) "industry" means the Building Industry and Monumental Masonry Industry;
- (xxvii) "light suspended scaffold" means a working platform suspended from overhead cantilevered supports by means of a single suspension from each cantilever support;
- (xxviii) "lock up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked, the whole to be constructed to provide a place for the safe keeping of employees' tools and clothes at any time;
- (xxix) "management committee" or "committee" means a committee appointed as such by the Council in terms of clause 23 of this Agreement to administer the Benefit Fund on behalf of the Council;
- (xv) "bekwame persoon" iemand wat minstens vyf jaar praktiese ondervinding in bouwerk gehad het, of iemand wat 'n graad in siviele ingenieurswese aan 'n Suid-Afrikaanse Universiteit, of 'n graad wat deur die Departement van Onderwys, Kuns en Wetenskap van die Republiek van Suid-Afrika erken word as gelykstaande aan eersgenoemde graad, verwerf het;
- (xvi) "bydraeboek" die ampelike boek wat die Raad elke jaar aan elke werkneem vir die nywerheid uitrek, en "bydraeboek" en "vakansiefondsboek" het vir die toe-passing van hierdie Ooreenkoms dieselfde betekenis;
- (xvii) "vervoer" vervoer deur middel van 'n gelisensieerde ambulans, en indien 'n gelisensieerde ambulans nie beskikbaar is of nie verkry kan word nie, vervoer deur middel van 'n privaat motorvoertuig, vliegtuig, taxi of enige ander vervoermiddel terwyl dit gebruik word as 'n vervoermiddel gedurende siekte of by 'n besering;
- (xviii) "Raad" die Nywerheidsraad vir die Bouwverheid, Bloemfontein, wat geag word geregistreer te wees ooreenkomsartikel negentien van die Wet op Nywerheidsversoening, 1956;
- (xix) "gevaarlike werk" werk—
 (a) wat as gevaelik geklassifiseer is in 'n statutêre, provinsiale of munisipale wet of regulasie wat op die Nywerheid betrekking het en binne 'n straal van vyftien myl vanaf die Hoofposkantoor, Bloemfontein van krag is;
 (b) wat in ou vuilriele gedoen word;
 (c) wat in verband met onderstutting en skoring gedoen word;
 (d) wat verrig word in verband met die opknapping, verandering of herstel van 'n gebou aan die buitekant van sodanige gebou (uitgesonderd 'n nuwe gebou wat in aanbou is) op of vanaf 'n hangsteer, bootsmanstoel of 'n dak wat hoër as 30 voet bokant die grond is;
- (xx) "afhanglike"—
 (a) die vrou van 'n lid;
 (b) die kind van 'n lid;
- (xxi) "bestuurder van 'n meganiese voertuig" 'n werkneem wat 'n meganiese voertuig bestuur en vir die toe-passing van hierdie woordomskrywing omvat "'n meganiese voertuig bestuur" alle tydperke wat daar bestuur word en alle tyd wat 'n bestuurder aan werk in verband met die voertuig of vrag bestee en alle tydperke wat daar van hom vereis word om op sy pos te bly gereed om te bestuur;
- (xxii) "noodwerk" sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werkure soos voorgeskryf in klousule 6 verrig kan word nie en wat nodig is ten einde die gesondheid of veiligheid van die publiek of die beoefening van enige ander nywerheid, saak of onderneming te verseker of enige werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of gewelddaad, sonder versuim verrig moet word;
- (xxiii) "noedsaaklike dienste" werk wat noedsaaklikerwyse verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, saak of onderneming te verseker;
- (xxiv) "algemene voorman" 'n werkneem wat in 'n suiwer toesighoudende hoedanigheid werkzaam is en wat in beheer geplaas word van 'n taak of take, wat werk aan werkneemers oor wie hy beheer voer, en oor wie hy toesig hou, uitdeel, wat disipline handhaaf en oor die algemeen aan die werkewer verantwoordelik is vir die doeltreffendheid waarmee die taak of take verrig word, en van wie daar nie verwag word om die werk van 'n ambagsman te verrig nie, tensy dit met tussenposes of in 'n opleidingshoedanigheid gedoen word;
- (xxv) "algemene praktisyen" 'n gekwalifiseerde persoon wat ingevolge Wet No. 13 van 1928 by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad geregistreer is;
- (xxvi) "swaar hangsteer" 'n werkplatform wat aan vrydraende bobaanstutte hang deur middel van meer as een afsonderlike hanger aan elke vrydraende stut;
- (xxvii) "Nywerheid" die Bouwverheid en Monumentklip-messelnywerheid;
- (xxviii) "ligte hangsteer" 'n werkplatform wat aan vrydraende bobaanstutte hang deur middel van 'n enkele hanger aan elke vrydraende stut;
- (xxix) "toesluitplek" 'n skuur, kamer, werkinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, wat uit beton, stene, hout, yster of enige kombinasie daarvan gekonstrueer is, en wat stevig toegesluit kan word ten einde die gereedskap en klere van werkneemers te eniger tyd veilig te bewaar;
- (xxix) "bestuurskomitee" of "komitee" 'n komitee wat die Raad as sodanig ingevolge klousule 23 van hierdie Ooreenkoms aangestel het om die Voorsorgsfonds namens die Raad te administreer;

- (xxx) "married member" in respect of any member who contributes to the Fund referred to in clause 23, means a member with one or more dependants;
- (xxxi) "medical certificate" means a certificate issued by a general practitioner and/or specialist on the form prescribed by the Benefit Fund;
- (xxxii) "member" means any person who contributes to the Fund referred to in clause 23 in order to obtain any benefit referred to in such clause, either for himself or for any person who is his dependant in terms of this clause;
- (xxxiii) "Minister" means the Minister of Labour or his duly appointed representative;
- (xxxiv) "minor" means an employee employed in a trade designated under the Apprenticeship Act, 1944, during the probationary period prescribed in that Act;
- (xxxv) "Monumental Masonry Industry" means the industry in which employers and employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up of graves;
- (xxxvi) "overtime" means all time worked in excess of the number of ordinary hours of work prescribed in clause 6;
- (xxxvii) "piece-work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;
- (xxxviii) "putlog scaffold" means a scaffold supported by a single row of standards and the structure in connection with which it is being used;
- (xxxix) "rules" means the rules of the Fund established and continued in terms of clause 23 and shall include annexures and any other provisions relating to benefits which may be granted and payments which fall due in terms of a resolution adopted by the management committee;
- (xl) "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;
- (xli) "secretary" means the secretary of the Council and includes any official nominated by the Council to act for the secretary;
- (xlii) "short-time" means a temporary reduction in the number of ordinary hours of work, owing to slackness of trade, shortage of materials, and/or breakdown of plant or machinery;
- (xliii) "single member" means any person who contributes to the Fund referred to in clause 23, without dependants;
- (xlv) "skilled labourer" means an employee who is wholly or mainly engaged in one or more of the following operations:—
 (a) caulking of joints in drains under supervision;
 (b) operating a sandpapering or spinning machine on flooring;
 (c) operating a builder's hoist, but not operating a power crane;
 (d) operating a concrete mixer or mortar mill or similar machines;
 (e) scaffold erecting under supervision;
 (f) application of back putty and cleaning off excess tags thereto under supervision;
 (g) assembling steel column boxes and placing in position under supervision;
- (xlv) "specialist" means any qualified person registered with the South African Medical and Dental Council in terms of Act No. 13 of 1928 and registered as such with the South African Medical and Dental Council;
- (xlii) "structure" includes walls, boundary, garden and retaining walls and monuments;
- (xlii) "suitable sleeping accommodation" means a waterproof shelter capable of being securely locked, with a wooden floor and the necessary washing and lavatory accommodation;
- (xliii) "supervision" means remaining within such a distance of the work to be supervised that all details of such work can reasonably be observed at all times;
- (xlii) "tariff fees" means the scale of charges laid down from time to time by the Medical Association of South Africa as being the maximum chargeable by general practitioners (who are members of that Association) to members of approved Medical Aid Societies;
- (l) "task-work" means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition of the wage prescribed in clause 4;
- (xxx) "getroude lid" ten opsigte van 'n persoon wat bydra tot die Fonds bedoel in klousule 23, 'n lid met een of meer afhanklike;
- (xxxi) "mediese sertifikaat" 'n sertifikaat uitgereik deur 'n algemene praktisyn en/of spesialis op die vorm deur die Bystandsfonds voorgeskryf;
- (xxxii) "lid" 'n persoon wat tot die Fonds bedoel in klousule 23, bydra ten einde enige bystand wat in dié klousule bedoel word, of vir homself of vir enige ander persoon wat ingevolge hierdie klousule sy afhanklike is, te verkry;
- (xxxiii) "Minister" die Minister van Arbeid of sy behoorlik aangestelde verteenwoordiger;
- (xxxiv) "minderjarige" 'n werknemer wat vir die proeftydperk wat in die Wet op Vakleerlinge, 1944, voorgeskryf word, in 'n ambag wat kragtens dié Wet aangewys is, werkzaam is;
- (xxxv) "Monumentklipmesselnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om grafstene of ander monumente oor grafe te maak en/of op te rig en/of grafe op te bou;
- (xxxvi) "oortydwerk" alle tyd wat daar meer gwerk word as die aantal gewone werkure wat in klousule 6 voorgeskryf word;
- (xxxvii) "stukwerk" enige werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik bereken word op die hoeveelheid werk wat verrig of geproduseer is, afgesien van die tyd wat aan sodanige werk bestee is;
- (xxxviii) "kortelingsteier" 'n steier wat gestut word deur 'n enkele ry standers en die struktuur in verband waarmee dit gebruik word;
- (xxxix) "reëls" die reëls van die Fonds wat ingestel en voortgesit word ingevolge klousule 23, en omvat dit aanhangsels en enige ander bepalings wat betrekking het op voordele wat toegestaan mag word en betalings wat verskuldig mag word ingevolge 'n besluit wat die bestuurskomitee aanneem;
- (xl) "steier" 'n struktuur of raamwerk wat in verband met bou- of uitgrawingswerk gebruik word om persone, uitrusting en materiaal in hoogliggende plekke te steun;
- (xli) "sekretaris" die Sekretaris van die Raad en omvat dit enige beampete wat die Raad nomineer om namens die Sekretaris waar te neem;
- (xlii) "korttyd" 'n tydelike vermindering in die getal gewone werkure, te wye aan 'n bedryfslapte, tekort aan materiale, en/of 'n onklaarraking van installasie of masjinerie;
- (xliii) "ongetroude lid" iemand wat nie afhanklike het nie en wat tot die Fonds in klousule 23 bedoel, bydra;
- (xlii) "geskoonde arbeider" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werksaamhede verrig:—
 (a) Onder toesig kalfaterwerk aan lasplekke in riolype verrig;
 (b) 'n vloerskuur- of -tolmasjien bedien;
 (c) 'n bouershyster bedien, maar nie 'n kragkraan bedien nie;
 (d) 'n betonmenger of rondomtalis of soortgelyke masjiene bedien;
 (e) steiers onder toesig oprig;
 (f) onder toesig stopverfbed aanbring en afvalbrokkies daarvan verwyder;
 (g) onder toesig staalkolombekisting monter en in posisie plaas;
- (xlii) "spesialis" 'n gekwalificeerde persoon wat ooreenkomsdig Wet No. 13 van 1928 by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad geregistreer is;
- (xlii) "struktuur" ook mure, grens-, tuin- en keermure en monumente;
- (xlii) "geskikte slaapplek" 'n waterdigte skuling wat stewig toegesluit kan word, met 'n houtvloer en die nodige was-en latrinegeriewe;
- (xliii) "toesig" om binne so 'n afstand van die werk waaroor toesig gehou moet word, te bly dat alle besonderhede van sodanige werk redelikerwys te alle tye in die oog gehou kan word;
- (xlii) "geldetarief" die kosteskaal wat die Mediese Vereniging van Suid-Afrika van tyd tot tyd vasstel as die maksimum geïnde wat die algemene praktisyne (wat lede van dié Vereniging is) van lede van goedgekeurde Mediese Hulpverenigings mag vra;
- (l) "taakwerk" enige werkstelsel waarvolgens die minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of geproduseer moet word, vasgestel word as 'n voorwaarde van die loon voorgeskryf in klousule 4;

- (ii) "trainee" means an employee serving a period of training in terms of the provisions of the Training of Artisans Act, No. 38 of 1951;
- (iii) "trestle scaffold" means a working platform supported on trestles, stepladders, tripods and the like;
- (iv) "under supervision" means under supervision of an artisan, chargehand or general foreman;
- (iv) "unladen weight" means the weight of any mechanical vehicle or trailer as expressed in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of such vehicles and/or trailers;
- (iv) "unskilled labourer" means an employee who is wholly or mainly engaged in one or more of the following operations:—
 - (1) assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;
 - (2) assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;
 - (3) assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;
 - (4) 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;
 - (5) applying of floor polish;
 - (6) bagging down walls and ceilings with a piece of sacking;
 - (7) baling waste or scrap metal by hand or machine;
 - (8) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;
 - (9) carrying mortar, bricks, stone, concrete or other materials;
 - (10) cleaning mortices;
 - (11) cleaning off glass after glazing;
 - (12) cleaning completed frames in preparation for puttying;
 - (13) cleaning off moulds, work benches, yard premises, tools, etc.;
 - (14) cleaning down of teak or other hard woods by using solvents and steel wools;
 - (15) coupling steel windows and door frames under supervision;
 - (16) cutting, screwing, bending and threading of piping and steel rods by hand or machine under supervision excluding copper and the bending of electrical conduits;
 - (17) cutting scaffold poles or props by two-handed saw;
 - (18) cutting dampcourse and placing in position;
 - (19) cutting of toothings and indents for bonding brick-work;
 - (20) cutting hoop iron, bending and holding;
 - (21) cutting up scrap metal by hand;
 - (22) cutting, drilling, chasing and plugging in brick and concrete;
 - (23) cutting or roofing tiles with tile hand-cutting machine;
 - (24) digging or taking out stone or soil for foundations, trenches, drains and channels;
 - (25) drawing off material from all woodworking machines;
 - (26) drilling or punching metal by power or hand machine under supervision;
 - (27) erecting hoists under supervision;
 - (28) excavating in ground, soft and hard rock and using a jack-hammer and removing excavated stone and soil;
 - (29) feeding material to roller-fed woodworking machines under supervision;
 - (30) filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;
 - (31) filling in joints between joint of brick and concrete beam under supervision;
 - (32) filling in joints and cleaning off all wall tiles, excluding jointing and pointing;
 - (33) filling of moulds with a facing mixture and concrete mixture, using a shovel;
 - (34) fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
 - (35) fixing asphalt sheeting to sides of steel and wood frames;
 - (36) fixing lugs to steel windows and door frames under supervision;
 - (37) gauging sand, stone and cement;
 - (38) gauging sizes of wall and floor tiles;
 - (39) grouting in joints and filling backs of stone work after fixing;

- (ii) "kwekeling" 'n werknemer wat 'n opleidingstydperk deurmaak ooreenkomsdig die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951;
- (iii) "boksteier" 'n werkplatform gestut deur bokke, traplere, driepote of dergelyke stutte;
- (iii) "onder toesig" onder die toesig van 'n ambagsman, onderbaas of algemene voorman;
- (iv) "onbelaste gewig" die gewig van 'n meganiese voertuig of sleepwa soos aangedui in 'n lisensie of sertifikaat wat ten opsigte van sodanige voertuig of sleepwa uitgereik is deur enige owerheid wat by wet gemagtig is om lisensies ten opsigte van sodanige voertuie en/of sleepwaens uit te reik;
- (iv) "ongeskoolde arbeider" 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van die volgende werkshede verrig:—
 - (1) Ambagsmanne help deur die draad van houtoppervlaktes te vul voordat sodanige houtoppervlaktes met 'n lap gepoleer word;
 - (2) ambagsmanne help met die aanbring van lym aan tappe of houtoppervlaktes voordat dit geklamp of gepers word;
 - (3) ambagsmanne help om staalstutte in posisie te plaas, aan die draers vas te maak en dit op die regte hoogte te stel;
 - (4) hangsae onder toesig bedien, help om klappe reg te sit en saaglemme aan te bring met die doel om te werk met hangsae en poleremasjinerie en/of slippysteenmasjinerie;
 - (5) vloerpolitoer aanbring;
 - (6) met 'n stuk sak saksmeerwerk verrig aan mure en plafonne;
 - (7) afval of afvalmetaal met die hand of 'n masjien baal;
 - (8) staalbewapeningsmateriaal bind of vasbind met draad en enige materiaal onder toesig sny, buig, monter, oprig en vassit;
 - (9) dagha, stene, klip, beton of ander materiaal dra;
 - (10) tapgate skoonmaak;
 - (11) glas skoonmaak nadat ruite ingesit is;
 - (12) voltooide rame skoonmaak vir stopverfwerk;
 - (13) Vorms, werkbanke, werwe, persele, gereedskap, ens., skoonmaak;
 - (14) kiaat of ander harde houtsoort skoonmaak deur oplosmiddels en staalwol te gebruik;
 - (15) staalvensters en -deurkosyne onder toesig koppel;
 - (16) pype en staalstawe, uitgesonderd dié gemaak van koper, onder toesig met die hand of 'n masjien sny, vasskroef, buig en skroefdraad daarin sny, maar nie ook elektriese leipype buig nie;
 - (17) steerpale of stutte met 'n treksaag afsaag;
 - (18) voglae sny en in posisie plaas;
 - (19) in- en uitstandings sny vir steenwerkverband;
 - (20) hoepelyster sny, buig en vashou;
 - (21) afvalmetaal met die hand opnsy;
 - (22) stene en beton sny, boor, gleuve daarin maak en proppe daarin aanbring;
 - (23) dakpanne met 'n handteëlsnymasjien sny;
 - (24) klip of grond uitgrawe of uithaal vir fondamente, slote, rirole en kanale;
 - (25) materiaal van alle houtwerkmasjiene afneem;
 - (26) metaal met 'n krag- of handmasjien onder toesig boor of pons;
 - (27) hysers onder toesig oprig;
 - (28) uitdrawings maak in grond, sagte en harde rots, en 'n klophamer gebruik en die klip en grond wat uitgrawe is, verwyder;
 - (29) onder toesig materiaal aan roltoevoerhoutwerkmasjiene voer;
 - (30) gate of duike in die voorylak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvryf;
 - (31) voëë tussen steenwerk en betonkalk onder toesig opvul;
 - (32) voëë opvul en alle muurteëls skoonmaak, uitgesonderd voegwerk en voegvulling;
 - (33) vorms met 'n voorwerkmening sel en betonmengsel vul deur 'n graaf te gebruik;
 - (34) hoepelyster, staal- of draadverstywings aanbring om bekisting te versterk;
 - (35) asfaltplate aan die kante van staal- en houframe aanbring;
 - (36) kloue onder toesig aan staalvensters en -deurkosyne vassit;
 - (37) sand, klip en sement afmeet;
 - (38) muur- en vloerteëls pasmaak;
 - (39) bryvulling van voëë en die opvul van die agterkant van klipwerk nadat dit gelê is;

- (40) grouting of joints in bricks and tile floors and cleaning off;
- (41) hoisting shuttering and placing in position but not fixing;
- (42) hoisting of steel and laying into position under supervision;
- (43) kneading of putty to correct consistency;
- (44) laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding under supervision;
- (45) laying loose tiles on surfaces without bedding, provided no tools are used;
- (46) lime washing and the use of tar or similar products on buildings and latrines occupied and used by Bantu and rough timber such as joists and underside of floors, and provided, however, that lime washing in connection with building and/or latrines during their erection or within sixty days of the completion of any building shall be excluded from this definition;
- (47) loading and unloading materials and goods;
- (48) mixing mastic asphalt in pots, attending to fires, carrying mixed materials to site of laying, rubbing up laid mastic until cold, cleaning up under supervision;
- (49) mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;
- (50) mixing concrete by hand or machine, under supervision.
- (51) oiling and greasing machinery when not in operation;
- (52) operating swing saws, stone polishing machinery and compressors for stone work;
- (53) operating a power-driven grinding machine on metal or filling by hand;
- (54) painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint, under supervision;
- (55) priming of surfaces with bitumastic or water-proofing solutions;
- (56) preparing roofs, including scraping and wire-brushing prior to painting;
- (57) painting of joints and backs of stone with water-proofing compound;
- (58) preservative painting of all builder's plant;
- (59) removing rust and scale from iron or steel surfaces, provided no chemicals are used;
- (60) removing loose and flaking paint from gutters, drainpipes or other surfaces, under supervision when a blowlamp or paint solvent is being used;
- (61) removing plaster from steel or wood surfaces in new buildings prior to painting;
- (62) scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;
- (63) scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used, or artisan's work is done by an unskilled labourer;
- (64) washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blowlamp or paint solvent is being used;
- (65) use of abrasives of all kinds by hand including rubbing compounds on preparatory work in painting and spraying, including sandpaper of a grade not finer than Oakey's No. 2 strong, or equivalent may be used for any of these cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
- (66) raking out of brick joints and preparation of surfaces for plastering;
- (67) removing stains and cement on stone, artificial stone, slate, terracotta or similar surfaces with carborundum blocks or rubbing machines;
- (68) scraping down finished faces of products using a wire steel brush and a scrubbing brush by hand;
- (69) shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels;
- (70) stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;
- (71) stripping shuttering under supervision;
- (72) setting up of moulds and stripping of casings and castings;
- (73) tamping of the filling in moulds, excluding the use of plasterer's trowels;

- (40) bryvulling van voëe tussen stene en vloerteels en die skoonmaak daarvan;
- (41) bekisting hys en in posisie plaas maar dit nie vassit nie;
- (42) onder toesig staal hys en in posisie plaas;
- (43) stopverf bry totdat dit die regte konsistensie het;
- (44) beton lê en gelykmaak met 'n betontriller, en onder toesig met die aflatlakkie behulpsaam wees;
- (45) los teels op oppervlaktes lê sonder om dit in te bed, mits geen gereedskap gebruik word nie;
- (46) aflatting, en geboue en latrines wat geokkupeer en gebruik word deur Bantoes, en ruwe timmerwerk soos vloerbalke en die onderkant van grondverdiepingsvloere, met teer of 'n soortgelyke stof behandel, met dien verstande egter dat aflatting in verband met geboue en/of latrines wat in aanbou is, binne sesig dae na voltooiing van 'n gebou, nie by hierdie woordomskrywing ingesluit mag word nie;
- (47) materiaal en goedere op- en aflaai;
- (48) mastikasfalt in pote meng, vure stook, gemengde materiaal aandra na lêterrein, aangelegde mastik opwrywe totdat dit koud is, onder toesig skoonmaak;
- (49) asfaltmacadam meng, materiaal op lêterrein ophoop en plaas, en met handrollers uitrol;
- (50) beton onder toesig met die hand of met 'n masjien meng;
- (51) masjinerie olie en smeer wanneer dit nie loop nie;
- (52) hangsae, klipoleermasjinerie en klipwerkompresors bedien;
- (53) metaal op 'n kragaangedrewe slypmasjien slyp of met die hand vyl;
- (54) onder toesig asfalt- en/of ander komposisieplaatbekleding en dakke met bitumineuse aluminiumverf of sputtverf;
- (55) 'n grondlaag van bitumineuse of waterdigteoplosings op oppervlakte aanbring;
- (56) dakke gereedmaak voordat dit geverf word, met inbegrip van skraap- en draadborselwerk;
- (57) voëe en agterkante van klip met waterdigte mengsel verf;
- (58) preserveerverf aanbring op alle bouersuitrusting;
- (59) roes en ketelsteen verwijder van yster- of staaloppervlakte, met dien verstande dat geen chemikalië gebruik word nie;
- (60) los en geskilverde verf van geute, geuttype of ander oppervlakte verwijder, onder toesig wanneer 'n blaaslamp- of verfoplosmiddel gebruik word;
- (61) pleister van staal- of houtoppervlakte in nuwe geboue verwijder voordat dit geverf word;
- (62) die witkalk afskaap en afvryf van oppervlakte wat voorheen afgewit is maar sonder om herstelwerk aan sodanige oppervlakte te verrig;
- (63) mure of ander oppervlakte afskaap of was met die doel om dit te verf, mits geen gereedskap wat gewoonlik deur skilders gebruik word, gebruik word nie of geen ambagswerk deur 'n ongeskoolde arbeider verrig word nie;
- (64) nuwe gegalvaniseerde oppervlaktes afwas voordat dit geverf word, en nuwe gegalvaniseerde oppervlaktes onder toesig behandel wanneer 'n blaaslamp of verfoplosmiddel gebruik word;
- (65) alle soorte skuurmiddels met die hand gebruik, met inbegrip van skuurniengsels op werk wat in gereedheid gebring word vir verf- en sputtverwerk, en ook met inbegrip van skuurpapier wat nie fyner mag wees nie as Oakey se No. 2-sterkte of die ekwivalent daarvan, wat gebruik mag word vir enige van hierdie skoonmaakprosesse, maar geen ander kwaste as skropborsels of draadborsels mag gebruik word nie;
- (66) voëe tussen stene uitkrap en oppervlaktes gereedmaak vir pleisterwerk;
- (67) vlekke en sement van klip, kunsklip, leiklip, terracotta of dergelike oppervlaktes met karborundumblokke of vryfmasjiene verwijder;
- (68) die afgewerkte voorvlakte van produkte met die hand afskaap deur 'n staalborsel en 'n skropborsel te gebruik;
- (69) materiaal met grawe ingooi in of verwijder uit dagha- of betonmengmasjiene, sand sif en dagha of beton met die hand met grawe meng;
- (70) onder toesig voëe van vorms met die hand, of met 'n stukkie blik, met gebrande gips toestop;
- (71) bekisting onder toesig afbreek;
- (72) vorms opstel, bekisting afbreek en vorms van gietstukke afhaal;
- (73) gietsels in vorms vassstamp en vorms vul, uitgesonder die gebruik van pleisteraarstroffels;

- (74) treating timber with preservative under supervision;
 (75) tying of roof tiles with wire;
 (76) washing down brick and concrete with scrubbing brushes and cleaning used bricks;
 (77) wedging up wood props under supervision;
 (78) Working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;
 (79) assisting artisans or higher graded workers wherever necessary, but not to perform skilled work or work defined as that of skilled labourer;
- (iv) "wage" means the amount of money payable to an employee in terms of clause 4 in respect of his ordinary hours of work as prescribed in clause 6: Provided that—
 (i) 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;
 (ii) the first proviso shall not be construed so as to refer to or include any remuneration which an employee, who is employed on the basis provided for in clause 8 (2), received over and above the amount which he would have received if he had not been employed on such basis.
- (vii) "watchman" means an employee who is engaged in guarding premises, buildings, gates, vehicles, building materials or other properties;
- (viii) "week" means, in relation to any employee, the period of seven days within which the working week of that employee ordinary falls, and, for the purpose of this definition, "working week" means five working days;
- (ix) "wet weather shelter" means a shelter constructed of weatherproof materials in such manner, that the occupants will be kept dry and comfortable in any circumstances;
- (x) "working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day and the annual holiday period prescribed in clause 21 of this Agreement, in respect of the ordinary hours laid down in clause 6;
- (xi) "working employer" means any employer or partner in a partnership, which is an employer, and who himself performs work similar to that carried out by employees in the Industry, and shall include the director of a company registered in terms of clause 15.

(2) For the purpose of this Agreement, an employee shall be deemed to be in that class in which he is wholly or mainly employed.

CLAUSE 4.—WAGES.

(1) 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 hour. Cents.
(a) Unskilled Labourer.....	14½
(b) Skilled Labourer.....	27
(c) Driver of Mechanical Vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle is—	
(i) Up to and including 2,000 lb.....	27
(ii) Over 2,000 to 6,000 lb.....	28
(iii) Over 6,000 to 7,700 lb.....	33
(iv) Over 7,700 lb.....	47
(d) Operator of Power Crane.....	47
(e) Watchman.....	11.76

Provided that—

- (aa) the wages prescribed in this sub-paragraph shall be in respect of a six day week comprising six shifts not exceeding 12 hours per shift;
 (bb) in the event of a lesser number of shifts being worked than that prescribed in sub-paragraph (aa), the rate per week may be reduced *pro rata*

(f) Casual Labourer.....	Per Day. R
(g) Minor during the probationary period allowed under the Apprenticeship Act, 1944. The rate laid down for a first year apprentice.	1.85

(h) Subject to the provisions of sub-clause (2):—

(i) Artisans in all Trades.....	Per Hour. R
(ii) Chargehand.....	0.85½
(iii) General Foreman.....	0.85½

- (74) timmerhout onder toesig met 'n preserveermiddel behandel;
 (75) dakpanne met draad bind;
 (76) stene en beton met skropborsels afwas en gebruikte stene skoonmaak;
 (77) houtstutte onder toesig opkeil;
 (78) met klophamers werk of 'n hamer en pons gebruik om klip te splits of tapgate te boor;
 (79) ambagsmanne of hoér gegradeerde werkers wanneer nodig help, maar nie geskoolde werk of werk wat as dié van 'n geskoolde arbeider omskryf word, verrig nie;

(vi) "loon" die bedrag wat ingevolge klousule 4 aan 'n werknemer betaalbaar is ingevolge sy gewone werkure soos voorgeskryf in klousule 6. Met dien verstande dat—

- (i) indien 'n werkewer 'n werknemer ten opsigte van sy gewone werkure gereeld 'n hoér bedrag betaal as dié voorgeskryf in klousule 4, dit sodanige hoér bedrag beteken;

(ii) die eerste voorbehoudbepaling nie so uitgele moet word dat dit enige besoldiging omvat wat 'n werknemer, in diens op 'n grondslag waarvoor daar in klousule 8 (2) voorsiening gemaak word, ontvang het bo en behalwe die bedrag wat hy sou ontvang het indien hy nie op sodanige grondslag in diens was nie.

(vii) "wag" 'n werknemer wat persele, geboue, hekke, voertuie, boumateriaal of ander eiendom bewaak;

(viii) "week" met betrekking tot 'n werknemer, die tydperk van sewe dae waarin die werkweek van daardie werknemer gewoonlik val, en vir die toepassing van hierdie omskrywing beteken "werkweek" vyf werkdae;

(ix) "skuiling teen nat weer" 'n skuiling wat op so 'n wyse uit waterdigte materiale gebou is dat die ookupeerders in alle omstandighede droog bly en gerief het;

(x) "werkdag" enige dag buiten Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag en die jaarlike vakansiedyperk wat ten opsigte van die gewone werkure voorgeskryf in klousule 6 en klousule 21 van hierdie Ooreenkoms voorgeskryf word;

(xi) "werkende werkewer" 'n werkewer of vennoot in 'n vennootskap wat 'n werkewer is, wat self werk doen wat soortgelyk is aan die wat werknemers in die Nywerheid verrig, en omvat dit ook die direkteur van 'n maatskappy wat ingevolge klousule 15 geregistreer is.

(2) Vir die toepassing van hiedie Ooreenkoms word 'n werknemer geag in die klas te wees waarin hy uitsluitlik of hoofsaaklik werkzaam is.

KLOUSULE 4.—LONE.

(1) Geen lone wat laer is as die volgende (gelees met die orige bepalings van hierdie klousule) mag deur 'n werkewer betaal en deur 'n werknemer aangeneem word nie:—

	Per uur. Sent.
(a) Ongeskoolde arbeider.....	14½
(b) Geskoolde arbeider.....	27
(c) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwaens wat deur sodanige voertuig getrek word	
(i) 2,000 lb. of minder is.....	27
(ii) meer as 2,000 maar 6,000 lb of minder is.....	28
(iii) meer as 6,000 maar 7,700 lb of minder is.....	33
(iv) meer as 7,700 lb is.....	47
(d) Bediener van 'n kragkraan.....	47

	Per week. R
(e) Wag.....	11.76

	Met dien verstande dat—
(aa) die lone voorgeskryf in hierdie subparagraaf ten opsigte van 'n werkweek van ses dae moet wees wat ses skofte van hoogstens 12 uur per skof omvat;	
(bb) ingeval daar minder skofte gewerk word as die voorgeskryf in subparagraaf (aa), die weekloon proporsioneel verminder mag word.	

	Per dag. R
(f) Los arbeider.....	1.85

	(g) Minderjarige gedurende die proeftydsperk wat ingevolge die Wet op Vakleerlinge, 1944, toegelaat word. Die loon wat vir 'n vakleerling gedurende die eerste jaar voorgeskryf word.
(h) Behoudens die bepalings van subklousule (2):—	

	Per uur. R
(i) Ambagsmanne in alle ambagte.....	0.85½
(ii) Onderbaas.....	0.85½
(iii) Algemene voorman.....	0.85½

(2) The wages prescribed in sub-paragrapahs (i), (ii) and (iii) of sub-clause (1) (h) hereof, shall be subject to the following annual adjustments on the first pay-day after publication of the *Government Gazette* in January each year reflecting the change in the index figure. The adjustment shall be at the rate of one cent per hour increased or decreased for each notch of 1.20 points traversed by the consumer price index figure on the basis that 108.40 points equal 85½ cents. For the purpose of this sub-clause a "notch" means each completed stage of 1.20 points variation in the index figure upwards or downwards from 108.40, viz. upwards 108.40, 109.60, 110.80, etc., and downwards 107.20, 106.00, 104.80 etc., and "index figure" means the average consumer price index figure for Bloemfontein relating to all items, as published by the Director of Census and Statistics in the *Government Gazette* in respect of each area compared with itself in October, 1958.

(3) *Basis of Contract.*—For the purpose of this clause, the contract of employment of an employee, other than a casual labourer, shall be on a weekly basis, and save as provided in clause 5 (4) an employee, other than a casual labourer, shall be paid in respect of a week not less than his hourly wage prescribed in sub-clause (1) read with sub-clauses (2), (4), (5), (6) and (7) hereof, multiplied by the number of ordinary hours of work prescribed in clause 6 for an employee of his class, whether he has in that week worked the maximum number of ordinary hours of work applicable to him or less.

(4) *Differential Rates.*—An employer who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate 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 sub-clause (1), shall pay to such employee in respect of that day not less than the daily wage calculated at the higher rate; provided that, unless expressly otherwise provided in a written contract between an employer and his employee, nothing in this Agreement shall be so construed as to preclude an employer from requiring an employee to perform work of another class for which class the same or a lower wage is prescribed than that prescribed for such employee.

(5) *Payment for Dangerous Work.*—In addition to the wage prescribed in sub-clause (1) of this clause, an employee shall be paid not less than 10 per cent of such wage in respect of each hour or part of an hour during which he is engaged in performing dangerous work.

(6) *Suspension of Employment Due to Inclement Weather.*—An employer may suspend the employment of an employee on account of inclement weather and shall not be liable for payment of any remuneration during the period of such suspension.

(7) *Cost of Living Allowance.*—The wages prescribed in sub-clauses (1) and (2) hereof shall include the cost of living allowance prescribed and payable in terms of War Measure No. 43 of 1942, as amended. If the cost of living allowance prescribed in War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation, is increased, the remuneration prescribed herein shall be increased accordingly; provided that the cost of living allowance payable at the date of expiration of the Agreement published under Government Notice No. 1926 of the 20th November, 1959, as amended, as well as the total of any adjustments made in terms of sub-clause (2) hereof, shall for the purpose of the said War Measure or any substituting or superseding legislation, continue to count as cost of living allowance in the determination of the relevant adjustments; provided further that in the case of a casual labourer, an amount of 62 cent per day shall count as cost of living allowance in the determination of the relative increase.

(8) *Calculation of Wages.*—(a) The weekly wage of an employee, other than a casual labourer or a watchman, shall be his hourly wage multiplied by—

(i) forty-five, in the case of employees for whom wages are prescribed in paragraphs (a), (b), (c) and (d) of clause 4 (1);

(ii) forty, in the case of employees for whom wages are prescribed in clause 4 (1) (h);

(b) the monthly wage of an employee shall be four and a third times his weekly wage;

(c) the daily wage of an employee, other than a casual labourer or a watchman, shall be his weekly wage divided by five.

CLAUSE 5.—PAYMENT OF REMUNERATION.

(1) *Employees Other than Casual Labourers.*—Except where otherwise provided in this Agreement, wages, earnings for overtime, allowances and all other remuneration due to an employee, other than a casual labourer, shall be paid in cash weekly, not

(2) Die lone voorgeskryf in subparagraaf (i), (ii) en (iii) van subklousule (1) (h) hiervan, is onderworpe aan die volgende jaarlikse aanpassings op die eerste betaaldag na die publikasie van die Goewermentskennisgewing in Januarie elke jaar wat die verandering in die indekssyfer weergee. Die aanpassing moet gedoen word teen 'n vermeerdering of vermindering van een sent per uur vir elke kerf van 1.20 punte wat die verbruiksprysindekssyfer styg of daal, op die grondslag dat 108.40 punte gelyk is aan 85½ sent. Vir die toepassing van hierdie subklousule beteken 'n "kerf" elke voltooi stadium van 1.20 punte waarmee die indekssyfer hoëer as 108.40 styg, of laer as 108.40 daal, naamlik 'n styging van 108.40 na 109.60, 110.80 ens., en 'n daling na 107.20, 106.00, 104.80 ens., en by "indekssyfer" word bedoel die gemiddelde verbruiksprysindekssyfer vir Bloemfontein wat betrekking het op alle items, soos in die Goewermentskennisgewing gepubliseer deur die Direkteur van Sensus en Statistiek, ten opsigte van elke gebied soos vergelyk met homself in Oktober 1958.

(3) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die dienskontrak van 'n werknemer, uitgesonderd 'n los werknemer, op 'n weeklike grondslag, en behoudens die bepalings van klousule 5 (4) moet 'n werknemer, uitgesonderd 'n los arbeider, ten opsigte van 'n week minstens sy uurloon betaal word wat in subklousule (1), gelees met subklousule (2), (4), (5), (6) en (7) hiervan, voorgeskryf word, vermenigvuldig met die getal gewone werkure in klousule 6 vir 'n werknemer van sy klas voorgeskryf, afgesien daarvan of hy in daardie week die maksimum getal gewone werkure wat op hom van toepassing is, of minder gewerk het.

(4) *Differensiële lone.*—'n Werkewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om vir langer as altesaam een uur op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor 'n hoëer loon as die van sy eie klas in subklousule (1) voorgeskryf word, moet sodanige werknemer ten opsigte van sodanige dag minstens die dagloon bereken teen die hoëer loon betaal; niet dien verstande dat, tensy daar uitdruklik anders bepaal word in 'n skriftelike kontrak tussen 'n werkewer en sy werknemer, niks in hierdie Ooreenkoms so uitgelê word nie dat dit 'n werkewer verhoed om van 'n werknemer te vereis om werk van 'n ander klas te verrig waarvoor dieselfde of 'n laer loon voorgeskryf word as dié wat vir sodanige werknemer voorgeskryf word.

(5) *Betaling van Gevaarlike werk.*—Benewens die loon voorgeskryf in subklousule (1) van hierdie klousule, moet 'n werknemer minstens 10 persent van sodanige loon betaal word ten opsigte van elke uur of deel van 'n uur waarin hy gevaarlike werk verrig.

(6) *Opskorting van diens weens gure weer.*—'n Werkewer mag die diens van 'n werknemer opskort weens gure weer, en hy is nie vir die betaling van enige besoldiging gedurende die tydperk van sodanige opskorting aanspreeklik nie.

(7) *Lewenskostetoelae.*—Die lewenskostetoelae in subklousule (1) en (2) hiervan voorgeskryf, omvat die lewenskostetoelae voorgeskryf en betaalbaar ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig. Indien die lewenskostetoelae voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, of in enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, verhoog word, moet die besoldiging wat hierin voorgeskryf word, dienooreenkombig verhoog word; niet dien verstande dat die lewenskostetoelae wat betaalbaar is op die datum waarop die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1926 van 20 November 1959, soos gewysig, verstryk, sowel as die totaal van alle aanpassings wat ingevolge subklousule (2) hiervan geskied het, vir die toepassing van genoemde Oorlogsmaatreël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, by die vasstelling van die betrokke aanpassings steeds as lewenskostetoelae gereken moet word; voorts niet dien verstande dat, in die geval van 'n los arbeider, 'n bedrag van 62 cent per dag by die vasstelling van die betrokke verhoging, as lewenskostetoelae gereken moet word.

(8) *Berekening van lone.*—(a) Die weekloon van 'n werknemer, uitgesonderd 'n los arbeider of 'n wag, is die uurloon vermenigvuldig met—

(i) vyf-en-veertig, in die geval van werknemers vir wie lone in paragrawe (a), (b), (c) en (d) van klousule 4 (1) voorgeskryf word;

(ii) veertig, in die geval van werknemers vir wie lone in klousule 4 (1) (h) voorgeskryf word;

(b) Die maandloon van 'n werknemer is vier en 'n derde maal sy weekloon;

(c) die dagloon van 'n werknemer, uitgesonderd 'n los arbeider of 'n wag, is sy weekloon gedeel deur vyf.

KLOUSULE 5.—BETALING VAN BESOLDIGING.

(1) *Werknemers, uitgesonderd los arbeiders.*—Behoudens ander bepalings in hierdie Ooreenkoms moet lone, oortydverdiende, toelaes en alle ander besoldiging wat aan 'n werknemer, uitgesonderd 'n los arbeider, verskuldig is, weekliks in kontant betaal word

later than the normal finishing time on Friday or on termination of employment if this takes place before the usual pay-day of the employee; provided that—

- (a) payment may be made on a day prior to Friday if agreed to by the employer and employee and notification in writing of such alteration is forwarded to the Council by the employer;
- (b) when Friday is a holiday in the Building Industry, payments shall be made on the Thursday preceding such holidays.

(2) Wages, earnings for overtime, allowances and all other remuneration due to an employee shall be contained in an envelope or container, on which shall be recorded, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name and occupation;
- (c) the number of ordinary hours worked by the employee;
- (d) the number of overtime hours worked by the employee;
- (e) the employee's wage;
- (f) the details of any other remuneration arising out of the employee's employment;
- (g) the details of any deductions made;
- (h) the actual amount paid to the employee; and
- (i) the period in respect of which payment is made;

and such envelopes or containers on which these particulars are recorded or such statement shall become the property of the employee.

(3) *Casual Labourer.*—An employer shall pay the remuneration due to a casual labourer in cash on termination of employment.

(4) *Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration, provided that he may make the following:

- (a) Deductions in terms of clauses 22, 23 and 25 of this Agreement;
- (b) with the written consent of his employee, a deduction for a sick benefit, medical aid, pension or provident fund, provided that the written consent of an employee need not be obtained in respect of contributions to a sick benefit, medical aid, pension or provident fund established by virtue of an Agreement entered into between the parties to the Council and published by the Minister in terms of section forty-eight of the Act, if membership of such Fund is compulsory for the employee concerned;
- (c) except as otherwise provided in this Agreement, whenever an employee is absent from work, other than on the instructions or at the request of his employer, a deduction proportionate to his period of absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time of such absence;
- (d) a deduction of any amount which an employer by law or order of any competent court is required or permitted to make;
- (e) with the written consent of his employee, a deduction for subscriptions to a trade union which is a party to this Agreement;
- (f) whenever an employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, to accept board and lodging or board or lodging with his employer, a deduction not exceeding the amount specified hereunder—

	Per Week.	Per Month.
	R	R
(i) Board.....	0.40	1.73
(ii) Lodging.....	0.20	0.87
(iii) Board and Lodging.....	0.60	2.60

- (g) whenever the ordinary hours of work prescribed in clause 6 are reduced on account of short-time a deduction equal to the amount of the employee's hourly wage in respect of each hour of such reduction, provided—
 - (i) that such deduction shall not exceed one-third of the employee's weekly wage, irrespective of the number of hours by which the ordinary hours of work are thus reduced;
 - (ii) that no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of material unless the employer has given the employee notice on the previous work day of his intention to reduce the ordinary hours of work;
 - (iii) that no deduction shall be made in the case of short-time owing to a breakdown of plant and machinery, in respect of the first hour not worked, unless the employer has given his employee notice on the previous working day that no work will be available;
- (h) with the written consent of an employee, any amount which an employer has paid to the Bloemfontein Municipal Council in respect of accommodation in any hostel occupied by such employee in any location or Bantu village under the control of the said Council.

voor of op die gewone uitskeityd op Vrydae, of by diensbeëindiging indien dit voor die gewone betaaldag van die werknemer plaasvind; met dien verstande dat—

- (a) hierdie bedrae op 'n dag voor Vrydag betaal mag word indien die werkewer en die werknemer daartoe ooreengekomm het en die werkewer die Raad skriftelik in kennis gestel het van sodanige verandering;
 - (b) indien Vrydag 'n vakansiedag in die Bouwverheid is, die bedrae op die Donderdag voor sodanige vakansiedag betaal moet word.
 - (2) Lone, oortydveldienste, toelaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, moet in 'n koevert of houer wees waarop die volgende aangeteken is, of wat vergesel gaan van 'n staat wat die volgende aantoon:—
 - (a) die naam van die werkewer;
 - (b) die naam en beroep van die werknemer;
 - (c) die getal gewone werkure wat die werknemer gewerk het;
 - (d) die getal ure wat die werknemer oortyd gewerk het;
 - (e) die werknemer se loon;
 - (f) besonderhede van enige ander besoldiging wat uit die werknemer se diens voortspruit;
 - (g) besonderhede van alle bedrae wat afgetrek word;
 - (h) die bedrag wat werkelik aan die werknemer betaal word; en
 - (i) die tydperk ten opsigte waarvan die bedrag betaal word; en sodanige koeverte of houers waarop hierdie besonderhede aangeteken word, of sodanige staat, word die eiendom van die werknemer.
 - (3) *Los arbeider.*—'n Werkewer moet die besoldiging wat aan los arbeider verskuldig is by diensbeëindiging in kontant betaal.
 - (4) *Afstellings.*—'n Werkewer mag sy werknemer geen boetes opleg nie, en hy mag geen bedrae van sy werknemer se besoldiging afstrek nie, met dien verstande dat hy die volgende mag afstrek:—
 - (a) 'n Bedrag ingevolge klousule 22, 23 en 25 van hierdie Ooreenkoms;
 - (b) met die skriftelike toestemming van sy werknemer, 'n bedrag ten opsigte van 'n siektebystands-, mediese hulp-, pensioen of voorsorgsfonds; met dien verstande dat die skriftelike toestemming van 'n werknemer nie verkry hoef te word nie ten opsigte van bydraes aan 'n siektebystands-, mediese hulp-, pensioen- of voorsorgsfonds wat ingestel is kragtens 'n Ooreenkoms aangegaan tussen die partye by die Raad en gepubliseer deur die Minister ooreenkomsdig artikel *agt-en-veertig* van die Wet, indien die betrokke werknemer verplig is om lid te wees van sodanige fonds;
 - (c) behoudens ander bepalings in hierdie Ooreenkoms, wanneer 'n werknemer van sy werk afwesig is, uitgesond op las of op versoek van sy werkewer, 'n bedrag in verhouding tot sy tydperk van afwesigheid en bereken op die grondslag van die loon wat sodanige werknemer ten tyde van sodanige afwesigheid ten opsigte van sy gewone werkure ontvang het;
 - (d) 'n bedrag wat 'n werkewer ingevolge of kragtens 'n wet of bevel van 'n bevoegde hof moet of mag afstrek;
 - (e) met die skriftelike toestemming van sy werknemer, 'n bedrag vir bydraes aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is;
 - (f) wanneer 'n werknemer daartoe instem, of daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, van hom vereis word om etes en huisvesting van etes en huisvesting van sy werkewer aan te neem, hoogstens die bedrag wat hieronder gespesifieer word—
- | | Per week. | Per maand |
|--------------------------------|-----------|-----------|
| | R | R |
| (i) Etes..... | 0.40 | 1.73 |
| (ii) Huisvesting..... | 0.20 | 0.87 |
| (iii) Etes en huisvesting..... | 0.60 | 2.60 |
- (g) wanneer die gewone werkure in klousule 6 voorgeskry weens korttyd verminder word, 'n bedrag wat gelyk is aan die werknemer se uurloon ten opsigte van elke uur van sodanige vermindering, met dien verstande—
 - (i) dat sodanige bedrag hoogstens een-derde van die werknemer se weekloon mag wees, afgesien van die getal ure waarmee die gewone werkure aldus verminder word;
 - (ii) dat geen bedrag afgetrek mag word nie in die geval van korttyd wat voortspruit uit 'n bedryfslapte of 'n tekort aan materiaal, tensy die werkewer die werknemer op die vorige werkdag kennis gegee het van sy voorneme om die gewone werkure te verminder;
 - (iii) dat geen bedrag afgetrek mag word nie in die geval van korttyd wat toe te skryf is aan 'n onklaarraking van installasie en masjinerie ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkewer sy werknemer op die vorige werkdag kennis gegee het dat geen werk beskikbaar sal wees nie;
 - (h) met die skriftelike toestemming van 'n werknemer, 'n bedrag wat 'n werkewer aan die Bloemfontein Municipale Raad betaal het ten opsigte van akkommodasie in 'n hostel wat sodanige werknemer in enige lokasie of Bantedorp waaroor genoemde Raad beheer het, okkuper.

CLAUSE 6.—HOURS OF WORK, ORDINARY AND OVERTIME, AND PAYMENT FOR OVERTIME.

(1) *Ordinary Hours of Work.*—Subject to the provisions of sub-clause (4), an employer shall not require or permit an employee to work and no such employee shall work—

(a) in the case of apprentices, minors, trainees and employees for whom wages are prescribed in clauses 4 (1) (g) and 4 (1) (h)—

(i) for more than 40 hours in any week or for more than 8 hours on any working day;

(ii) subject to sub-paragraph (i) hereof, before 7.45 a.m. or after 4.45 p.m.;

(iii) on a Saturday, Sunday, Good Friday, Easter Monday, Ascension Day or during the annual holiday period prescribed in clause 21 of this Agreement;

(b) in the case of employees, other than those referred to in paragraph (a) hereof—

(i) for more than 45 hours in any week or for more than 9 hours on any day;

(ii) subject to sub-paragraph (i) hereof, before 7.15 a.m. or after 5.15 p.m.;

(iii) on a Saturday, Sunday, Good Friday, Easter Monday, Ascension Day or during the holiday period prescribed in clause 21 of this Agreement.

(2) (a) No employee whilst in the employ of an employer and no working employer shall, for remuneration or not, solicit, undertake or perform building and/or monumental masonry work as ordinarily undertaken by the Industry—

(i) outside the hours prescribed in sub-clause (1) hereof;

(ii) on a Saturday or Sunday;

(iii) during the holiday period prescribed in terms of clause 21 (1) (a);

(iv) on or during the public holidays prescribed in terms of clause 21 (1) (b);

(b) No employee shall solicit or undertake orders for or undertake or perform work in the Industry for gain other than for his employer.

(3) *Meal Intervals.*—An employer shall not require or permit an employee to work for more than five hours continuously without a meal interval of not less than one hour during which interval such employee shall not be required or permitted to perform any work and such interval shall be deemed not to be part of the ordinary hours of work or overtime; provided—

(i) that periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(ii) that not more than one such interval during the ordinary hours of work of an employee on any working day shall be deemed not to form part of the ordinary hours of work;

(iii) that a driver of a mechanical vehicle who during such interval does no work other than being or remaining in charge of the vehicle shall be deemed for the purposes of this sub-clause not to have worked during such interval.

(4) *Rest Interval.*—An employer shall grant to each of his employees a rest interval from 9 a.m. to 9.10 a.m. on each working day and during such interval such employee shall not be required or permitted to perform any work and such period shall be deemed to be part of the ordinary hours of work of such employee.

(5) *Overtime.*—(a) All time worked by an employee in excess of the number of ordinary hours of work prescribed in sub-clause (1) shall be deemed to be overtime.

(b) An employer may permit an employee to work overtime for a period not exceeding five hours in any week or one hour on any working day, provided the Council has been notified in advance by the employer in writing of his intention to work such overtime; provided further that in the event of excessive unemployment the Council shall have the right to modify the provisions of this paragraph by means of an amending Agreement in terms of Section *forty-eight* of the Act.

(c) An employer shall not require or permit an employee to work overtime in excess of five hours per week or one hour per day, except—

(i) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12 noon on the business day on which such overtime is to be worked or, in the case of work to be performed on a Saturday and/or a Sunday, before 12 noon on the Thursday preceding. The applicant shall state—

(aa) his name and address;

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

KLOUSULE 6.—WERKURE, GEWONE EN OORTYD, EN BETALING VIR OORTYDWERK.

(1) *Gewone werkure.*—Behoudens die bepalings van sub-klausule (4) mag 'n werkgever nie van 'n werknemer vereis of hom toelaat om langer ure as die volgende te werk nie, en geen sodanige werknemer mag langer ure as die volgende werk nie:—

(a) In die geval van vakleerlinge, minderjariges, kwekelinge en werknemers vir wie lone in klausule 4 (1) (g) en 4 (1) (h) voorgeskryf word—

(i) vir meer as 40 uur in 'n week of meer as 8 uur op 'n werkdag;

(ii) behoudens subparagraaf (i) hiervan, voor 7.45 v.m. of na 4.45 n.m.;

(iii) of om op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag of gedurende die jaarlike vakansietydperk wat in klausule 21 van hierdie Ooreenkoms voorgeskryf word, te werk nie;

(b) in die geval van werknemers, uitgesonderd die bedoel in paragraaf (a) hiervan—

(i) vir meer as 45 uur in 'n week of vir meer as 9 uur op 'n dag;

(ii) behoudens subparagraaf (i) hiervan, voor 7.15 v.m. of na 5.15 n.m.;

(iii) of om op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag of gedurende die jaarlike vakansietydperk wat in klausule 21 van hierdie Ooreenkoms voorgeskryf word te werk nie.

(2) (a) Geen werknemer mag, terwyl hy in die diens van 'n werkgever is, en geen werkende werkgever mag, hetsy teen besoldiging of nie, bou- en/of monumentklipmesselwerk wat gewoonlik deur die nywerheid onderneem word, vra, onderneem of verrig nie:—

(i) buite die ure voorgeskryf in klausule (1) hiervan;

(ii) op 'n Saterdag of Sondag;

(iii) gedurende die vakansietydperk voorgeskryf ingevolge klausule 21 (1) (a);

(iv) op of gedurende die openbare vakansiedae voorgeskryf in klausule 21 (1) (b);

(b) Geen werknemer mag werk in die Nywerheid teen besoldiging onderneem of verrig of vra of bestellings daarvoor neem nie, behalwe vir sy werkgever.

(3) *Etenspouses.*—'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir langer as vyf uur aanneem te werk nie sonder 'n etenspouse van minstens een uur, en daar mag nie van sodanige werknemer vereis word of hy mag nie toegelaat word om enige werk gedurende sodanige pouse te verrig nie, en sodanige pouse word nie geag deel uit te maak van die gewone werkure of oortyd nie; met dien verstande dat—

(i) werktydperke wat deur pouses van korter as een uur onderbreek word, geag word aaneenlopend te wees;

(ii) hoogstens een sodanige pouse gedurende die gewone werkure van 'n werknemer op 'n werkdag nie geag word deel uit te maak van die gewone werkure nie;

(iii) 'n bestuurder van 'n meganiese voertuig wat gedurende sodanige pouse geen ander werk doen as om verantwoordelik te wees of te bly vir die voertuig nie, vir die toepassing van hierdie subklausule nie geag word gedurende sodanige pouse te gwerk het nie.

(4) *Ruspose.*—'n Werkgever moet aan elkeen van sy werknemers op elke werkdag 'n ruspose vanaf 9 v.m. tot 9.10 v.m. toestaan en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie, en sodanige tydperk word geag deel uit te maak van die gewone werkure van sodanige werknemer.

(5) *Oortydwerk.*—(a) Alle tyd wat 'n werknemer langer werk as die getal gewone werkure in subklausule (1) voorgeskryf, word geag oortydwerk te wees.

(b) 'n Werkgever mag 'n werknemer toelaat om vir 'n tydperk van hoogstens vyf uur in 'n week of een uur op 'n werkdag oortyd te werk; met dien verstande dat die Raad vooraf skriftelik in kennis gestel is deur die werkgever van sy voorname om sodanige oortyd te werk; voorts met dien verstande dat die Raad die reg het om, ingeval van oormatige werkloosheid, kragtens artikel *agt-en-veertig* van die Wet, die bepalings van hierdie paragraaf te verander deur middel van 'n wysigingsooreenkoms.

(c) 'n Werkgever mag nie van 'n werknemer vereis of hom toelaat om vir langer as vyf uur per week of een uur per dag oortyd te werk nie, buiten—

(i) met die skriftelike toestemming van die Raad, en aansoek hieroor moet voor 12-uur middag op die werkdag waarop sodanige oortyd gwerk moet word, skriftelik by die Raad ingedien word of, ingeval van werk wat op 'n Saterdag en/of Sondag verrig moet word, voor 12-uur middag op die voorafgaande Donderdag. Die applikant moet die volgende meld—

(aa) Sy naam en adres;

(bb) die aard van die werk wat uitgevoer moet word;

- (cc) the place where, the date on which and the hours when it is to be commenced and completed;
- (dd) the number and categories of employees involved;
- (ee) the reasons why the work should be executed outside the ordinary hours of work prescribed in sub-clause (1) of this clause;
- (ii) in the case of emergency work, in which case the employer who caused such work to be executed, shall not later than 1 p.m. on the Council's next succeeding business day, deliver to the Council a statement in writing setting forth—
 - (aa) his name and address;
 - (bb) the nature of the work executed;
 - (cc) the place where, the date on which and the hours when it was commenced and completed;
 - (dd) the number and categories of employees involved;
 - (ee) the reasons why permission was not applied for in terms of sub-paragraph (i) hereof.

(d) Overtime required of an employee in terms of this clause shall be on a voluntary basis and the refusal of an employee to work such overtime for any reason shall not constitute good cause for the summary dismissal of such employee.

(e) *Limitation of Overtime.*—The ordinary hours of work of an employee plus overtime shall not exceed 56 hours in any week.

(6) *Payment of Overtime.*—Any employee who is required or permitted to work any time outside the hours prescribed in sub-clause (1) of this clause shall be paid—

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

(i) in the case of casual labourers, apprentices and minors during the probationary period allowed under the Apprenticeship Act, 1944: one and one-tenth times their hourly wage;

(ii) in the case of other employees, their hourly wage plus the holiday fund payment prescribed for the class of employee concerned in clause 22 of this Agreement;

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

(i) in excess of one hour overtime daily between Monday and Friday, inclusive; and

(ii) on Saturday prior to noon: One and one-quarter times the employee's hourly wage;

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

(i) after noon on Saturday;

(ii) on Sunday until 7.30 a.m. on the following Monday;

(iii) on the public holiday prescribed in clauses 21 (1) (b) and 21 (2); and

(iv) during the periods mentioned in clause 21 (1) (a): One and one-third times his hourly wage.

(7) *Savings.*—(a) The provisions of this clause shall not apply to a watchman; provided that an employer shall not require or permit such employee to work or to be on duty for a longer period of twelve hours without an interval of at least twelve hours during which the employer shall not require or permit him to work or be on duty.

(b) The provisions of this clause shall not apply to a general foreman who is in receipt of a wage of not less than R37 per week.

(c) The provisions of sub-clause (4) shall not apply to a driver of a mechanical vehicle.

(8) No watchman shall be required or permitted to work for more than six shifts, not exceeding twelve hours per shift, in any one week.

CLAUSE 7.—TRAVELLING ALLOWANCE, TRANSPORT AND TRAVELLING TIME.

(1) Whenever a job is situated within the area to which this Agreement relates but outside a radius of three miles from the General Post Office, Bloemfontein, the employer shall pay to each employee employed on such job an allowance of 2½ cents for every half mile or portion of half mile of the distance beyond such three-mile radius. The allowance shall be payable both ways daily.

(2) An employer shall be entitled to provide suitable transport or pay for transport both ways in lieu of the travelling allowance as may be payable in terms of sub-clause (1) hereof.

(3) Any time occupied by an employee to and from work, shall be outside the ordinary hours of work prescribed in clause 6 (1).

(4) An employer shall pay the allowance payable in terms of this clause weekly on the usual pay-day.

- (cc) die plek waar, die datum waarop en die ure waarop dit begin en voltooi moet word;
- (dd) die getal en kategorieë werknekmers wat daarby betrokke is;
- (ee) die redes waarom die werk buite die gewone werkure voorgeskryf in subklousule (1) van hierdie klousule uitgevoer moet word.
- (ii) in die geval van noodwerk, en dan moet die werkewer wat sodanige werk laat uitvoer voor 1 nm. op die eersvolgende kantoordag van die Raad aan die Raad 'n skriftelike opgaaf voorle waarin die volgende gemeld word—
 - (aa) sy naam en adres;
 - (bb) die aard van die werk wat uitgevoer word;
 - (cc) die plek waar, die datum waarop en die ure waarop dit begin en voltooi is;
 - (dd) die getal en kategorieë werknekmers daarby betrokke;
 - (ee) die redes waarom daar nie ingevolge subparagraaf (1) hiervan aansoek gedoen is om toestemming nie.

(d) Die oortyd wat daar ingevolge hierdie klousule van 'n werknekmer vereis word om te werk, geskied op 'n vrywillige grondslag en 'n werknekmer se weiering om sodanige oortydwerk te verrig, wat ook al die rede daarvoor mag wees, is nie 'n goeie grond vir die summiere ontslag van sodanige werknekmer nie.

(e) *Beperking van Oortydwerk.*—Die gewone werkure van 'n werknekmer, plus oortyd mag hoogstens 56 uur in 'n week wees.

(6) *Betaling vir Oortydwerk.*—'n Werknekmer van wie vereis of wat toegelaat word om buite die ure te werk wat in subklousule (1) van hierdie klousule voorgeskryf word, moet soos volg betaal word—

- (a) ten opsigte van oortyd tot een uur daagliks gewerk van Maandag tot en met Vrydag—
 - (i) in die geval van los arbeiders, vakleerlinge en minderjariges gedurende die proeftydpark toegelaat kragtens die Wet op Vakleerlinge, 1944: Een en een tiende maal hul urloon;
 - (ii) in die geval van ander werknekmers, hul urloon plus die vakansiefondsbetaling wat vir die betrokke klas werknekmer voorgeskryf word in klousule 22 van hierdie Ooreenkoms;
- (b) ten opsigte van elke uur of deel van 'n uur gewerk—
 - (i) vir langer as een uur oortyd daagliks van Maandag tot en met Vrydag; en
 - (ii) voor 12-uur middag op Saterdag: Een en 'n kwart maal die urloon van die werknekmer;
- (c) ten opsigte van elke uur of deel van 'n uur gewerk—
 - (i) na 12-uur middag op Saterdag;
 - (ii) op Sondag tot 7.30 vm. op die daaropvolgende Maandag;
 - (iii) op die openbare vakansiedae voorgeskryf in klousule 21 (1) (b) en 21 (2); en
 - (iv) gedurende die tydperk in klousule 21 (1) (a) genoem: Een en een derde maal sy urloon.

(7) *Voorbeholdsbeplings.*—(a) Die beplings van hierdie klousule is nie op 'n wag van toepassing nie; met dien verstande dat 'n werkewer wat sodanige werknekmer vereis of hom nie toelaat om vir 'n langer tydperk as twaalf uur te werk of op diens te wees nie, sonder 'n pouse van minstens twaalf uur waartydens die werkewer nie van hom mag vereis of hom mag toelaat om te werk of op diens te wees nie.

(b) die beplings van hierdie klousule is nie van toepassing op 'n algemene voorman wat 'n loon van minstens R37 per week ontvang nie.

(c) Die beplings van subklousule (4) is nie van toepassing op 'n bestuurder van 'n meganiese voertuig nie.

(8) Daar mag nie van 'n wag vereis word, of hy mag nie toegelaat word om meer as ses skofte van hoogstens twaalf uur per skof in 'n bepaalde week te werk nie.

KLousule 7.—REISTOEELAE, VERVOER- EN REISTYD.

(1) Wanneer 'n werkplek binne die gebied waarop hierdie Ooreenkoms betrekking het, geleë is, maar buite 'n straal van drie myl vanaf die Hoofposkantoor, Bloemfontein, moet die werkewer elke werknekmer wat by sodanige werkplek werkzaam is 'n toelae van 2½ sent betaal vir elke halfmyl of gedeelte van 'n halfmyl van die afstand buite sodanige straal van drie myl. Die toelae moet vir die daagliks heen- en terugreis betaal word.

(2) 'n Werkewer is geregtig om gesikte vervoer te verskaf, of om vir die heen- en terugreisvervoer te betaal in plaas van die reistoeelae wat ingevolge subklousule (1) hiervan betaalbaar mag wees.

(3) Alle tyd wat 'n werknekmer na en van die werk bestee, val buite die gewone werkure in klousule 6 (1) voorgeskryf.

(4) 'n Werkewer moet die toelae wat ingevolge hierdie klousule betaalbaar is, weekliks op die gewone betaaldag betaal.

(5) Where an employee is sent to work at more than one job on the same day, the time spent in travelling from job to job shall be paid for as time worked at the rates prescribed in clause 4.

CLAUSE 8.—PROHIBITION OF PIECE-WORK AND TASK-WORK.

(1) The giving out by an employer or the performance by employees of work on a piece-work and/or task-work basis is prohibited.

(2) Notwithstanding the provisions of sub-clause (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, 22 and 23 of this Agreement, or any 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 sub-clauses (3) and (4) hereunder; provided further that apprentices shall not be allowed to participate in such 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.

CLAUSE 9.—LABOUR ONLY CONTRACTS.

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

(2) No employee shall perform work on a "labour only" contract basis.

For the purpose of this clause the term "labour only contract" shall include any contract in respect of which the contractor does not supply the required materials for the completion of the contract.

CLAUSE 10.—STORAGE, RESPONSIBILITY FOR LOSS, INSURANCE AND PROVISIONS OF TOOLS.

(1) An employer shall—

- (a) provide a lock-up on every job and at every workshop for locking up employees' tools; provided that this paragraph shall not apply to jobbing work;
- (b) be responsible for keeping lock-ups properly and/or securely locked outside normal working hours;
- (c) be responsible for any loss or damage to tools belonging to an employee, in sheds, lock-ups and workshops due to fire and such tools shall be insured by an employer against such loss or damage.

(2) If an employer—

- (a) fails to provide or maintain a lock-up in terms of sub-clause (1) (a) and (1) (b); or
- (b) fails to insure the tools of an employee against loss and/or damage by fire in terms of sub-clause (1) (c), such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools.

(3) An employee wishing to claim compensation from his employer for lost tools, shall lodge a written application with the Council in such form as the Council may determine; provided that no application shall be considered unless an applicant has—

- (a) prior to the loss furnished the employer with a written inventory of the tools placed in the lock-up concerned;
- (b) reported the loss of his tools to the Police as soon as practicable; and
- (c) supplied the Council with such relevant information as the Council may require.

(4) The provisions of sub-clause (2) in relation to the loss of tools—other than the loss or damage of tools by fire—shall not apply in respect of an employee, unless such tools are stored in a tool box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools; provided that—

- (a) the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature, shall be deemed to be in compliance with the requirements of this clause; and

(5) Wanneer 'n werknemer uitgestuur word om meer as een werk op dieselfde dag te verrig moet daar vir tyd bestee om van werk tot werk te reis betaal word asof dit tyd gewerk is, teen die lone voorgeskryf in klosule 4.

KLOUSULE 8.—VERBOD OP STUKWERK EN TAAKWERK.

(1) Die uitbesteding deur werkgewers, of die verrigting deur werknemers van werk op 'n stukwerk- en/of taakwerkgrondslag, word verbied.

(2) Ondanks die bepalings van subklosule (1) en op dié voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy geregtig sou gewees het kragtens klosule 4, 22 en 23 van hierdie Ooreenkoms, of enige ander ooreenkoms wat die partye met mekaar aangaan, mag 'n werkewer 'n werknemer se besoldiging grond op die hoeveelheid of omvang van die werk wat verrig is; met dien verstande dat sodanige stelsel van besoldiging nie toelaatbaar is nie behalwe in die vorm van 'n aansporingskema waaraan daar ooreengekom is soos in subklosule (3) en (4) hieronder bepaal; voorts met dien verstande dat vakleerlinge nie toegelaat word om aan so 'n aansporingskema deel te neem nie.

(3) 'n Werkewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en van die werknemers in die lewe roep wat oor die bepalings van sodanige skema ooreen mag kom.

(4) Die bepalings van sodanige aansporingskema en van alle latere wysisings daarvan waaraan die komitee ooreengekom het, moet op skrif gestel en deur die lede van die komitee onderteken word, en die komitee of enige van die partye daarby mag nie daarvan awyf of dit beëindig nie tensy die partye wat die ooreenkoms wil wysis of beëindig, vir dié tydperk waaraan die partye ooreengekom het toe hulle sodanige ooreenkoms aangegaan het, skriftelik kennis daarvan aan die ander party gegee het.

KLOUSULE 9.—KONTRAKTE VIR SLEGS ARBEID.

(1) Geen werkewer mag werk op 'n kontrakgrondslag van "slegs arbeid" uitbestee en/of verrig nie.

(2) Geen werknemer mag werk op 'n kontrakgrondslag van "slegs arbeid" verrig nie.

Vir die toepassing van hierdie klosule omvat die term "kontrak vir slegs arbeid" enige kontrak ten opsigte waarvan die kontrakteur nie die vereiste materiale om die kontrak uit te voer, verskaf nie.

KLOUSULE 10.—BEWARING, AANSPREEKLIKHEID VIR VERLIES, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP.

(1) 'n Werkewer—

- (a) moet op elke werkplek en by elke werkinkel 'n toesluitplek verskaf waarin die gereedskap van die werknemers toegesluit kan word; met dien verstande dat hierdie paragraaf nie op kontrakwerk van toepassing is nie;
- (b) is verantwoordelik daarvoor dat toesluitplekke behoorlik en/of veilig toegesluit gehou word buite die gewone werkure;
- (c) is verantwoordelik vir die verlies of beskadiging van die gereedskap van 'n werknemer weens brand in skure, toesluitplekke en werkinkels, en die werkewer moet sodanige gereedskap verseker teen verlies of beskadiging.

(2) Indien 'n werkewer—

- (a) versuum om 'n toesluitplek ingevolge subklosule (1) (a) en (1) (b) te verskaf of in stand te hou; of
- (b) versuum om die gereedskap van 'n werknemer ingevolge subklosule (1) (c) teen verlies en/of beskadiging weens brand te verseker, is sodanige werkewer aanspreeklik vir die verlies van sodanige gereedskap indien 'n werknemer dit as gevolg van sodanige versuum verloor.

(3) 'n Werknemer wat skadevergoeding van sy werkewer wil eis ten opsigte van die verlies van gereedskap, moet 'n skriftelike aansoek by die Raad indien in die vorm wat die Raad mag bepaal; met dien verstande dat geen aansoek deur die Raadoorweeg sal word nie tensy die applikant—

- (a) voor die verlies die werkewer voorsien het van 'n skriftelike inventaris van die gereedskap wat in die betrokke toesluitplek geplaas is;
- (b) die verlies van sy gereedskap so gou doenlik by die Polisie aangegee het; en
- (c) dié relevante inligting wat die Raad mag vereis, aan die Raad verstrek het.

(4) Die bepalings van subklosule (2) in verband met die verlies van gereedskap op 'n ander manier as verlies of beskadiging weens brand, is nie ten opsigte van 'n werknemer van toepassing nie tensy sodanige gereedskap weggepak is in 'n gereedskapskist wat veilig toegesluit kan word en wat te alle tye behoorlik toegesluit gehou word behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen; met dien verstande dat—

- (a) indien 'n werknemer gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander soortgelyke eienskap, in toesluitplekke plaas, hierdie plasing geag word in ooreenstemming te wees met die vereistes van hierdie klosule; en

(b) in the event of such tools as are referred to in paragraph (a) above being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of sub-clause (2).

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

(6) The decision of the Council under the provisions of this clause, in any respect whatsoever and particularly regarding the amount of any compensation to be paid by an employer to an employee for tools lost by fire or any other cause shall be final.

(7) An employer shall provide grindstones for sharpening tools. Where no grindstone is provided on a job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(8) An employer shall provide in the case of—

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

(b) *Bricklayers*.

- (i) All cutting tools used for cutting silica bricks or any kind of brick of similar hardness;
- (ii) cutting tools used for reinforced concrete;
- (iii) a competent toolsmith or suitable means and equipment for sharpening tools.

(c) *Carpenters*.—All cramps, handscrews, gluebrushes, wrenches, crowbars, augers and bits over 12 inches long, and all hammers 3 lb. and over, and all saws and/or tools used for cutting corrugated asbestos or other material of similar hardness.

(d) *Masons and Stone-cutters*.

- (i) Tools for working granite or hard stone and claws;
- (ii) a competent toolsmith or suitable means and equipment for sharpening tools.

(e) *Painters and Paperhangers*.—All tools except putty knives, dusters and paperhangers' brushes and scissors.

(f) *Plasterers*.—Mortar boards and stands of suitable height, rollers, straightedges and all tools exclusively used for laying granolithic.

(g) *Plumbers and Gasfitters*.

- (i) Machines used in a workshop or on a job;
- (ii) stake and rivetting bars and drills of all sizes;
- (iii) screwing tackle, such as stocks, dies, taps and ratchets;
- (iv) pipe-cutting tools and vices;
- (v) special and heavy caulking irons and firepots;
- (vi) metal pots and large ladles;
- (vii) chisels; punches and wall pins over 9 inches in length;
- (viii) soldering irons and blow lamps;
- (ix) files and hacksaw blades;
- (x) mandrills over two inches in diameter;
- (xi) rivet sets from No. 12 rivet and over, grooving tools;
- (xii) sheetmetal workers' mallets and heavy dressers;
- (xiii) punches over $\frac{1}{2}$ inch in diameter, hollow or solid;
- (xiv) wrenches and tongs over 18 inches in length.

(h) *Electricians*.—Large files, blowlamps, draw vices, large chisels, saw blades and screw cutting tools.

CLAUSE 11.—SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK.

An employer and an employee shall observe the following provisions in so far as they are applicable to the one or the other, 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) *Concrete Work*.—An employer shall employ an employee at a rate not less than the wages prescribed in clause 4 (1) (h), 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.

(2) *Woodwork*.—An employer shall not utilise in the erection of buildings or structures within the area to which this Agreement relates, joinery made for erection in a particular building and which has been manufactured or prepared in any area in the Republic of South Africa, in which a scale of wages for the work involved in such operation or process

(b) in geval die gereedskap bedoel in paragraaf (a) hierboven, verlore raak weens diefstal, 'n werknemer nie vanwee die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het nie, sy regte en voorregte kragtens subklousule (2) ontsê word nie.

(5) Behoudens die voorafgaande bepalings, is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapskist te plaas en sodanige gereedskapskist behoorlik toegesluit te hou.

(6) Die beslissing van die Raad ooreenkomsdig die bepalings van hierdie klousule, in alle opsigte en veral ten opsigte van die bedrag wat 'n werkewer aan 'n werknemer as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is, is final.

(7) 'n Werkewer moet slypsteene verskaf waarop gereedskap skerpgegemaak kan word. Waar geen slypsteen op die werkplek verskaf word nie, moet 'n geskikte tyd en fasiliteite voor geskeping van gereedskap aan timmermanne en skrynwewers verleen word om hul gereedskap in orde te bring.

(8) 'n Werkewer moet die volgende verskaf in die geval van:—

(a) *Asfalters*.—Rollers, kwaste en reihoute.

(b) *Messelaars*.

- (i) Alle snygereedskap wat gebruik word vir die sny van silikabakstene of enige soort baksteen wat net so hard is;
- (ii) snygereedskap wat gebruik word vir gewapende beton;
- (iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmaak van gereedskap.

(c) *Timmermans*.—Alle klampe, handskroewe, lymkaste, moersleutels, koevoete, awegare en bore wat meer as 12 duim lank is en alle hamers wat 3 lb. en meer weeg en alle sae en/of gereedskap wat gebruik word vir die sny van gegolfde asbes of ander materiaal wat net so hard is.

(d) *Klipmesselaars en kliapkappers*.

- (i) Gereedskap vir die bewerking van graniet of harde klip en kloue;
- (ii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmaak van gereedskap.

(e) *Skilders en plakkiers*.—Alle gereedskap met uitsondering van stopverfmesse, stoffers, plakkwaste en skiere.

(f) *Pleisteraars*.—Dagbaplanke en staanders van 'n geskikte hoogte, rollers, reihoute en alle gereedskap wat uitsluitlik gebruik word om granoliet te lê.

(g) *Loodgieters en gasaanleers*.

- (i) Masjiene wat in 'n werkinkel of by 'n werkplek gebruik word;
- (ii) afsteekpenne en klinkstawe en bore van alle groottes;
- (iii) draadsnygereedskap soos stokke en snymoere, snytappe en ratels;
- (iv) pypsnycereedskap en -skroewe;
- (v) spesiale en swaar kalfaatysters en vuurkonkas;
- (vi) metaalpotte en groot gietlepels;
- (vii) beitels, ponse en muurpenne wat langer as 9 duim is;
- (viii) soldeerboute en blaaslampe;
- (ix) vyle en ystersaaglemme;
- (x) drewels wat meer as twee duim in deursnee is;
- (xi) klinknaelstelle van grootte No. 12 en groter en groef gereedskap;
- (xii) plaatmetaalwerkshamers en swaar klophamers;
- (xiii) ponse, hol en solied, wat meer as $\frac{1}{2}$ duim in deursnee is;
- (xiv) moersleutels en tange wat langer as 18 duim is.

(h) *Elektrisiëns*.—Groot vyle, blaaslampe, spanskroewe, groot beitels, saaglemme en draadsnygereedskap.

KLOUSULE 11.—SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK.

'n Werkewer en 'n werknemer moet onderstaande bepalings nakom vir sover dit op die een of die ander van toepassing is; met dien verstande dat, in die mate waarin die Regulasies ten opsigte van Bou-, Sloop- en Uitgravingswerk, gepubliseer by die Wet op Fabriek, Masjienerie en Bouwerk, 1941, bepalings bevat wat met die bepalings van hierdie klousule onbestaanbaar is, of bepalings bevat wat nie in hierdie klousule voorkom nie, die bepalings van genoemde Regulasies van toepassing is:—

(1) *Betonwerk*.—'n Werkewer moet 'n werknemer teen minstens die loon voorgeskryf in klousule 4 (1) (h) in diens neem, en sodanige werknemer moet voortdurend in diens wees terwyl beton *in situ* geplaas word, en hierdie werknemer se enigste plig moet wees om oor ander persone wat hierdie soort werk doen, toesig te hou.

(2) *Skrynwewer*.—'n Werkewer mag nie by die oprigting van geboue of bouwerke binne die gebied waarop hierdie Ooreenkoms betrekking het, skrynwewer gebruik nie wat vir oprigting in 'n bepaalde gebou gemaak is en wat vervaardig of voorberei is in 'n gebied in die Republiek van Suid-Afrika waarin die lone vir die werk verbonden aan sodanige werksaamheid of proses laer is as dié wat vir sodanige werk voorgeskryf word in 'n statutêre loonreëlingsmaatregel wat op

is lower than that laid down for such work in any statutory wage regulating instrument applicable to the Industry in that area or in the absence of any such instrument in such area, than the rate laid down in any statutory wage regulating instrument operating nearest to such area.

(3) *Stone Work.*—(a) An employer shall not employ any person other than a mason as an operator of a stone turning, a planting machine or diamond or carbide saw.

(b) An employer shall not employ any person other than a qualified mason on work usually performed by masons.

(c) An employer shall employ a mason to fix saw blades, set stone ready for sawing or fix and level all stones for polishing machines.

(d) An employer shall not permit masons' bankers to be less than 6 feet apart, nor shall he permit dust to be blown off with exhaust or other air during working hours.

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

(f) An employer shall provide suitable sheds for stone cutters, the roof of which shall be not less than 10 feet high; provided that this paragraph shall not apply to small jobs on building sites.

(g) It shall be the duty of an employer to ensure that the dumper machines shall not be worked, and it shall be the duty of an employee not to operate such machines—

- (i) in the shed where men are employed cutting stones; or
- (ii) within 30 yards of any mason whilst cutting stones; unless adequate protection is provided for employees working in the vicinity of the said dumper machine.

(h) An employer shall not utilise in the Industry or in the area to which this Agreement relates stone of any type manufactured, dressed or partly dressed, as the case may be, in any area in the Republic of South Africa in which a scale of wages for the work involved is lower than that laid down for such work in any statutory wage-regulating instrument applicable to the Industry in such area, or in the absence of such instrument in such area, than the rate laid down in any statutory wage-regulating instrument operating nearest to such area.

(4) *Scaffolding.*—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 and that it is erected under supervision of a competent person who shall be paid not less than the wage prescribed in clause 4 (1) (h) of this Agreement:—

(a) *Maintenance and Alteration of Scaffolds.*—An employer shall ensure that all scaffolding shall be maintained in good and safe condition, and shall not be taken down or substantially altered, except under the supervision of a competent person who shall be paid not less than the wage prescribed in clause 4 (1) (h) of this Agreement.

(b) *Quality of Materials.*—All scaffold and appliances connected therewith and all ladders shall be of sound material and be of adequate strength, having regard to the loads and strains to which they will be subjected, and shall at least conform to the following requirements:—

- (i) The wooden parts used for scaffolds, gangways, runs and ladders shall be of good quality, shall have long fibres, shall be in good condition, and shall not be painted or treated in a manner likely to hide defects;
- (ii) timber used for scaffolds shall have the bark completely stripped off;
- (iii) boards and planks used for scaffolds shall be protected against splitting;
- (iv) metal parts of scaffolds shall have no cracks and shall be free from any corrosion or other defect likely to affect their strength;
- (v) cast-iron nails shall not be used.

(c) *Inspection and Storage of Materials.*

(i) Scaffold parts, including scaffolding machines and ropes and cables, shall be examined by a competent person who shall be paid not less than the wage prescribed in clause 4 (1) (h) of this Agreement, on each occasion before erection and shall not be used on any occasion unless in every respect they possess the qualities required for their purpose;

(ii) any ropes that have been in contact with acids or other corrosive substances or are defective shall not be used;

die Nywerheid van toepassing is in daardie gebied of, as daar nie so 'n maatreel in sodanige gebied bestaan nie, laer is as die lone wat voorgeskryf word in 'n statutêre loonreëlingsmaatreel wat van toepassing is in 'n gebied wat die naaste aan sodanige gebied is.

(3) *Klipwerk.*—(a) 'n Werkewer mag niemand anders nie as 'n klipmesselaar in diens neem as 'n bediener van 'n klipdraai of 'n -skaafmasjiene of 'n diamant- of karborundumsaag.

(b) 'n Werkewer mag niemand anders nie as 'n gekwalificeerde klipmesselaar in diens neem vir werk wat gewoonlik deur klipmesselaars verrig word.

(c) 'n Werkewer moet 'n klipmesselaar gebruik om saaglemme in te sit, klip reg te sit vir saagwerk of om alle klip vas en gelyk te sit vir poleermasjiene.

(d) 'n Werkewer mag nie toelaat dat die werkbanke van klipmesselaars minder as 6 voet van mekaar af is nie, en hy mag ook nie toelaat dat stof gedurende werkure met uitlaat- of ander lug afgelaas word nie.

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

(f) 'n Werkewer moet geskikte skure waarvan die dak minstens 10 voet hoog moet wees, vir klipkappers verskaf; met dien verstande dat hierdie paragraaf nie op klein werkies op bouterreine van toepassing is nie.

(g) Dit is die plig van 'n werkewer om te verseker dat daar nie met duntermasjiene gewerk word nie, en dit is die plig van 'n werknemer om nie met sodanige masjiene te werk nie—

- (i) in die skuur waar manne besig is om klip te kap; of
- (ii) binne 30 jaars van 'n klipmesselaar af wat besig is om klip te kap;

tensy toereikende beskerming verskaf word vir werknemers wat in die nabijheid van genoemde duntermasjiene werk.

(h) 'n Werkewer mag nie klip van enige tipe wat vervaardig, afgewerk of gedeeltelik afgewerk is, na gelang van die geval, in 'n gebied in die Republiek van Suid-Afrika waarin die loon vir die betrokke werk laer is as dié wat vir sodanige werk voorgeskryf is in 'n statutêre loonreëlingsmaatreel wat krag is in die Nywerheid in daardie gebied of, by gebrek aan so 'n maatreel in sodanige gebied, wat die naaste aan sodanige gebied is, in die Nywerheid of in die gebied waarop hierdie Ooreenkoms betrekking het, gebruik nie.

(4) *Steierwerk.*—'n Werkewer moet verseker dat 'n steier aan werkmannie verskaf word vir alle werk wat nie veilig van 'n leer af of op 'n ander wyse gedoen word nie, dat alle steierwerk behoorlik uit geskikte en gawe materiaal gekonstrueer word en dat dit opgerig word onder die toesig van 'n bekwame persoon wat minstens die loon voorgeskryf in klosule 4 (1) (h) van hierdie Ooreenkoms betaal moet word:

(a) *Instandhouding van en verandering aan steiers.*—'n Werkewer moet verseker dat alle steierwerk in 'n goeie en veilige toestand gehou word, en nie afgetafel of wesenlik verander word nie, buiten onder die toesig van 'n bekwame persoon wat minstens die loon voorgeskryf in klosule 4 (1) (h) van hierdie Ooreenkoms betaal moet word.

(b) *Gehalte van materiale.*—Alle steierwerk en toestelle wat daarmee in verband staan en alle lere moet van gawe materiaal en sterk genoeg wees, met inagneming van die vraagte en vervorming waaraan hulle onderwerp sal word en moet minstens aan die volgende vereistes voldoen:—

(i) Die houtdele wat vir steiers, deurgange, loopplanke en lere gebruik word, moet van 'n goeie gehalte wees, lang vesels hé, in 'n goeie toestand wees, en mag nie op 'n wyse wat waarskynlik defekte kan verberg, geverf of behandel word nie;

(ii) die bas van hout wat vir steiers gebruik word, moet geheel en al afgestroop wees;

(iii) borde en planke wat vir steiers gebruik word, moet teen barste beskerm word;

(iv) metaaldele van steiers mag geen krate hé nie en moet vry wees van enige roes of ander defek wat moontlik die sterkte daarvan kan benadeel;

(v) gietysterspykers mag nie gebruik word nie.

(c) *Inspeksie en opberging van materiale.*

(i) Steierdele, met inbegrip van steierwerkmasjiene en toue en kabels, moet deur 'n bekwame persoon wat minstens die loon voorgeskryf in klosule 4 (1) (h) van hierdie Ooreenkoms betaal moet word, ondersoek word elke maal vóordat dit opgerig word, en mag by geen geleentheid gebruik word nie, tensy hulle in elke oopsig die hoedanighede besit wat vir hul doel vereis word;

(ii) alle toue wat met sure of ander wegvretende stowwe in aanraking was, of defek is, mag nie gebruik word nie;

(iii) unsuitable scaffolding material shall be discarded and not stacked with materials for scaffolding.

(d) Supply and Use of Material and Maintenance of Scaffolds.

- (i) Sufficient materials shall be provided for and shall be used in the construction of scaffolds.
- (ii) Every scaffold shall be maintained in good and proper condition and every part shall be kept fixed or secured so that no part can be displaced in consequence of normal use.
- (iii) No scaffold shall be partly dismantled and left so that it is capable or being used unless it continues to comply with these regulations.

(e) Pole and Gabbard Scaffolds.

- (i) Pole standards and the legs of gabbard scaffolds shall be—
 - (aa) vertical or slightly inclined towards the building; and
 - (bb) fixed sufficiently close together to ensure the stability of the scaffolds.
- (ii) The stability of pole standards shall be secured—
 - (aa) by letting the pole the necessary distance into the ground according to the nature of the soil; or
 - (bb) by placing the pole on a suitable plank, adequate sole plate, or in a drum in such manner as to prevent slipping; or
 - (cc) in any other sufficient way.
- (iii) When two scaffolds meet at the corner of a building a pole standard shall be placed at the corner on the outside of the scaffold.
- (iv) (aa) Ledgers shall be practically level and securely fastened to the uprights.
 - (bb) The ends of two consecutive ledgers at the same level shall be securely joined together at an upright except when special devices are used which ensure equivalent strength.
- (v) (aa) Putlogs shall be straight and securely fastened to the ledgers.
 - (bb) If ledgers are not used the putlogs shall be fastened to the uprights and supported by securely fastened cleats.
 - (cc) Putlogs which have one end supported by a wall shall have at that end a plain supporting surface at least four inches deep.
 - (dd) The dimensions of the putlogs shall be appropriate to the load to be borne by them and the distance between two consecutive putlogs on which a platform rests shall be fixed with due regard to the anticipated load and the nature of the platform flooring.
 - (ee) The distance between two consecutive putlogs shall not exceed 5 feet with planks not less than $1\frac{1}{2}$ inches thick.
 - (ff) The requirements of paragraph (v) (ee) of this regulation shall not apply in the case of platforms used for carrying light building materials only, but in the case of such platforms the distance between the putlogs shall not exceed 6 feet 6 inches.
 - (vi) No planks for a platform shall be less than $1\frac{1}{2}$ inches thick.

(f) Ladder Scaffolds.

- (i) Ladder scaffolds shall be used for light work requiring little material (renovation, painting and the like).
- (ii) The ladder serving as the uprights of ladder scaffolds—
 - (aa) shall be of adequate strength; and
 - (bb) shall either—
 - (1) be let into the ground to the necessary depth according to the nature of the soil; and
 - (2) be placed on sole plates or boards so that the two uprights of each ladder rest evenly on the base, and shall be fastened at the feet in such manner as to prevent them from slipping.
 - (iii) If a ladder is used to extend another, the two shall overlap at least 5 feet and shall be securely fastened together.

(iii) daar moet weggedoen word met ongeskikte steierwerk materiaal en dit mag nie by materiaal wat wat vir steierwerk gebruik word, geberg word nie.

(d) Verskaffing en gebruik van materiaal en instandhouding van steiers.

- (i) Voldoende materiaal moet verskaf word vir en gebruik word by die konstruksie van steiers.
- (ii) Elke steier moet in 'n goeje en behoorlike toestand gehou word en elke deel moet so vasgesit word dat geen deel as gevolg van normale gebruik kan verskuif nie;
- (iii) Geen steier mag gedeeltelik afgebreek en dan so gelaat word dat dit nog gebruik kan word nie, tensy dit nog aan hierdie regulasies voldoen.

(e) Paal- en saagpaalsteiers.

- (i) Paalstaanders en die pote van saagpaalsteiers moet—
 - (aa) vertikaal wees of effens na die kant van die gebou oorhel; en
 - (bb) naby genoeg aanmekaar vasgemaak word om die stewigheid van die steiers te verseker.
- (ii) Die stewigheid van paalstaanders moet verseker word—
 - (aa) deur die paal die nodige diepte in die grond in te plant volgens die aard van die grond; of
 - (bb) die paal op 'n gesikte plank, toereikende voetplaat of in 'n drom te plaas op so 'n manier dat dit nie kan gly nie; of
 - (cc) op enige ander doeltreffende manier.
- (iii) Waar twee steiers op die hoek van 'n gebou blymekaarkom, moet 'n paalstaander aan die buitekant van die steiers op die hoek aangebring word.
- (iv) (aa) Steierbalke moet feitlik waterpas wees en moet stewig aan die staanders vasgemaak word.

(bb) Die punte van twee agtereenvolgende steierbalke op dieselfde vlak moet stewig aanmekaar geheg word by 'n staander, behalwe wanneer spesiale toestelle gebruik word wat dieselfde sterkte verseker.

- (v) (aa) Kortelings moet reguit en stewig aan die steierbalke vasgemaak word.
- (bb) As daar nie steierbalke gebruik word nie, moet die kortelings aan die staanders vasgemaak en gestut word deur klampe wat stewig vasgemaak is.

(cc) Kortelings waarvan die een punt op 'n muur rus, moet aan daardie punt 'n steunoppervlakte van minstens 4 duim diep hê.

- (dd) Die afmetings van die kortelings moet pas by die vrag wat hulle moet dra, en die afstand tussen twee agtereenvolgende kortelings waarop 'n platform rus, moet bepaal word met behoorlike inagneming van die verwagte vrag en die aard van die platformvloer.

(ee) Die afstand tussen twee agtereenvolgende kortelings mag nie meer as 5 voet wees nie en die planke moet minstens $1\frac{1}{2}$ duim dik wees.

(ff) Die vereistes van paragraaf (v) (ee) van hierdie regulasie is nie van toepassing nie in die geval van platforms wat slegs vir die dra van ligte boumateriaal gebruik word, maar in die geval van sodanige platforms moet die afstand tussen die kortelings hoogstens 6 voet 6 duim wees.

(vi) Geen plank wat vir 'n platform gebruik word, mag dunner as $1\frac{1}{2}$ duim wees nie.

(f) Leersteiers.

- (i) Leersteiers moet gebruik word vir ligte werk wat min materiaal vereis (opknappingswerk, verfwerk, ens.);
- (ii) Die lere wat as staanders vir leersteiers gebruik word—
 - (aa) moet sterk genoeg wees; en
 - (bb) moet—
 - (1) of in die grond ingeplant word tot 'n diepte wat volgens die aard van die grond nodig is; of
 - (2) op voetplate of borde geplaas word sodat die twee staanders van elke leer altyd stewig op die voetstuk staan en moet aan die onderkant so vasgemaak word dat hulle nie kan gly nie.
- (iii) As een leer gebruik word om 'n ander te verleng, moet die twee minstens 5 voet oormekaarslaan en stewig aanmekaar vasgemaak word.

(g) *Stability of Pole, Gabbard and Ladder Scaffolds.*

- (i) Every scaffold shall be sufficiently and properly braced;
- (ii) Every scaffold shall, unless it is an independent scaffold, be rigidly connected with the building at suitable vertical and horizontal distances;
- (iii) If the scaffold is an independent scaffold, at least one-third of the putlogs shall remain in position until the scaffold is finally dismantled and remain securely fastened to the ledgers or the uprights as the case may be;
- (iv) All the structures and appliances used as supports for working platforms shall be of sound construction, having a firm footing and be suitably strutted and braced to make them stable;
- (v) Loose bricks, drain pipes, chimney pots or other unsuitable material shall not be used for the construction or support of scaffolds.

(h) *Cantilever or Jib Scaffolds.*

- (i) Cantilever or jib scaffolds shall—
 - (aa) be securely fixed and anchored from the inside;
 - (bb) have outriggers of steel with a factor of safety of at least four;
 - (cc) be properly braced and supported.
- (ii) Only solid parts of the building shall be used as supports for scaffold parts.
- (iii) If working platforms rest on bearers let into the wall the bearers shall be efficiently braced, shall go right through the wall and shall be securely fastened on the far side.
- (i) *Bracket Scaffold.*—No figure or bracket scaffold supported or held by dogs or spikes driven into the wall shall be used unless the brackets are of suitable strength, are made of suitable metal and are securely anchored in the wall.

(j) *Heavy Suspended Scaffolds with Movable Platforms.*

- (i) Heavy suspended scaffolds shall comply with provisions of this regulation;
- (ii) outriggers shall be—
 - (aa) of steel and shall have a factor of safety of not less than four;
 - (bb) installed at right angles to the building face; and
 - (cc) carefully spaced to suit the putlogs or deck irons;
- (iii) The overhang of the outriggers from the building shall be such that the platform is fixed to hang not more than 4 inches from the building face.
- (iv) (aa) The outriggers shall be securely anchored to the building by bolts or other equivalent means.
- (bb) Anchor bolts shall be properly tightened and shall securely tie down the outriggers to the framework of the building.
- (v) No counterweights shall be used as a means of securing the outriggers of such scaffolds.
- (vi) Stop bolts shall be placed at the end of each outrigger.
- (vii) The shackles serving to fasten the cables to the outriggers shall be placed vertically above the drum centres of the winches on the movable platforms. The eye of the cable shall be placed in the centre of the bent shackle belt.
- (viii) Putlogs or deck irons shall be used to support the platform and shall be suitably fastened so as to prevent displacement. Deck irons shall be adequately jointed by fish plates.
- (ix) The cables or wire ropes used for suspension shall—
 - (aa) have at all times a factor of safety of at least ten, based on the maximum load that the ropes may have to support; and
 - (bb) be of such length that at the lowest position of the platform there are at least two turns of rope on each drum.
- (x) The scaffolding machines shall be so constructed and installed that their moving parts are readily accessible for inspection.

(k) *Light Suspended Scaffolds with Movable Platforms.*

- (i) Light suspended scaffolds shall comply with the provisions of this regulation.

(g) *Stewigheid van paal-, saagpaal- en leersteiers.*

- (i) Elke steier moet op 'n doeltreffende en behoorlike manier verspan word.
- (ii) Elke steier moet, tensy dit 'n onafhanklike steier is, stewig met die gebou verbind word op geskikte vertikale en horisontale afstande.
- (iii) As die steier 'n onafhanklike steier is, moet mintens een derde van die kortelings in posisie bly totdat die steier finaal afgebreek word en moet dit stewig aan die steierbalke of staanders, na gelang van die geval, vasgemaak bly.
- (iv) Al die strukture en toestelle wat as stutte vir werkplatforms gebruik word, moet goed opgerig wees, 'n stewige voetstuk hê en op 'n behoorlike wyse gestut en verspan wees om hulle stewig te maak.
- (v) Los stene, rioolpipe, skoorsteenpotte of ander ongeskikte materiaal mag nie vir die bou of stutting van steiers gebruik word nie.

(h) *Vrydaer- of armsteiers.*

- (i) Vrydraer- of armsteiers moet—
 - (aa) stewig van die binnekant af vasgemaak en geanker wees;
 - (bb) staalkraanbalke hê met 'n veiligheidsfaktor van minstens vier;
 - (cc) behoorlik verspan en gestut word.
- (ii) Slegs soliede gedeeltes van die gebou moet gebruik word as stutte vir stierdele.
- (iii) As werkplatforms op drabalkie rus wat in die muur ingelaat is, moet die drabalkie op 'n doeltreffende wyse verspan word, dwarsdeur die muur gaan en stewig aan die ander kant vasgemaak word.
- (i) *Muurarmsteiers.*—Geen profiel- of muurarmsteiers gesteun of vasehou deur grypkloue of penne wat in die muur ingeslaan is, mag gebruik word nie tensy die muurarms sterk genoeg is, gemaak is van 'n geskikte metaal en stewig in die muur geanker is.

(j) *Swaar hangsteier met verskuifbare platforms.*

- (i) Swaar hangsteiers moet aan die bepalings van hierdie regulasie voldoen.
- (ii) Kraanbalke moet—
 - (aa) van staal wees en 'n veiligheidsfaktor van minstens vier hê;
 - (bb) reghoekig met die voorvlak van die gebou aangebring word; en
 - (cc) sorgvuldig gespasieer word om te pas by die kortelings en dekysters;
- (iii) Die kraanbalke moet so ver van die gebou af uitsteek dat die platform so aangebring kan word dat dit nie meer as 4 duim van die voorvlak van die gebou af is nie.
- (iv) (aa) Die kraanbalke moet stewig aan die gebou geanker word deur middel van boutie of ander gelykwaardige middels.
- (bb) Ankerboute moet behoorlik vasgeskroef word en moet die kraanbalke stewig vashou aan die raamwerk van die gebou.
- (v) Geen teen gewigte mag gebruik word om die kraanbalke van sulke steiers vas te hou nie.
- (vi) Keerboute moet aan die end van elke kraanbalk geplaas word.
- (vii) Die harpboute waarmee die kabels aan die kraanbalke vasgemaak word, moet vertikaal bokant die trommelsenters van die windasse op die verskuifbare platforms geplaas word. Die oog van die kabel moet in die senter van die gebuigde band van die harpbout geplaas word.
- (viii) Kortelings of dekysters moet gebruik word om die platforms te stut en moet stewig vasgemaak word sodat hulle nie kan verskuif nie. Dakysters moet op 'n doeltreffende wyse aanmekaargeheg word deur middel van spalkplate.
- (ix) Die kabels of draadtoeue waaraan die steiers hang, moet—
 - (aa) te alle tye 'n veiligheidsfaktor van minstens tien hê, gebaseer op die maksimum vrag wat die toue moet hou; en
 - (bb) so lank wees dat daar ten minste nog twee wikkellings tou om elke trommel is wanneer die platform in sy laagste posisie is.
- (x) Die steiermasjiene moet so opgerig en geïnstalleer word dat hul bewegende dele maklik geïnspekteer kan word.
- (k) *Ligte hangsteiers met verskuifbare platforms.*
- (i) Ligte hangsteiers moet aan die bepalings van hierdie regulasie voldoen.

- (ii) The outriggers shall be of steel and shall have a factor of safety of not less than four.
- (iii) (aa) The inside ends of the outriggers shall be firmly secured; and
 - (bb) the suspension ropes shall have a factor of safety of at least 10.
- (iv) The maximum length of the platform shall be 26 feet.
- (v) The platform shall hang on at least three ropes which shall not be more than 10 feet apart. No intermediate rope shall at any time be tauter or slackener than either of the end ropes.
- (vi) The pulley blocks shall be fastened to the platforms by stout iron bands which shall be properly secured, shall be continued round the sides and bottom of the platforms, and shall have eyes in the iron to receive the ropes.
- (vii) Suspended scaffolds on which the workers sit to work shall be provided with devices to keep the platform at a distance of at least 12 inches from the wall and to prevent the workers from knocking their knees against the wall if the scaffold swings.

(l) Other Suspended Scaffolds.

- (i) A skip, large basket, boatswain's chair or similar equipment shall only be used as a suspended scaffold in exceptional circumstances for work of short duration, and under the supervision of a person who shall be paid not less than the wage prescribed in clause 4 (1) (h) of this Agreement.
- (ii) When such equipment is used as a suspended scaffold—
 - (aa) it shall be supported by ropes having a safety factor of at least 10, based on the total load including the dead weight; and
 - (bb) adequate precautions shall be taken to prevent the workers from falling out.
- (iii) When a skip or large basket is used as a suspended scaffold—
 - (aa) it shall be at least 2 feet 6 inches deep; and
 - (bb) it shall be carried by two strong iron bands which shall be securely fastened, shall be continued round the sides and bottom, and shall have eyes in the iron to receive the ropes.

(m) Transport and Storage of Materials on Scaffolds, Distribution of the Load.

- (i) In transferring heavy loads on or to a scaffold no sudden shock shall be transmitted to the scaffold.
- (ii) The load on the scaffold shall be evenly distributed as far as is practicable and in any case shall be so distributed as to avoid any dangerous disturbance of the equilibrium.
- (iii) During the use of a scaffold care shall constantly be taken that it is not overloaded and that materials are not unnecessarily kept upon it.

(n) Installation of Lifting Gear on Scaffolds.

- (i) When lifting gear is to be used on a scaffold—
 - (aa) the parts of the scaffold shall be carefully inspected and, if need be, adequately strengthened;
 - (bb) any movement of the putlogs shall be prevented; and
 - (cc) if possible the uprights shall be rigidly connected to a solid part of the building at the place where the lifting gear is erected.
- (ii) When the platform of the lifting gear does not move in guides or when the load is liable to come into contact with the scaffold during hoisting or lowering, a vertical boarding shall be erected to the full height of the scaffold to prevent loads from being caught in the scaffold.

(o) Examination of Scaffolds Before Use, Especially Scaffolds Constructed by Other Contractors.—Every scaffold, whether or not it has been erected by the employer whose workmen are about to use it—

- (aa) shall before use be examined by a competent person who shall be paid not less than the wage prescribed in clause 4 (1) (h) of this Agreement, to ensure—
 - (1) that it is in a stable condition;

- (ii) Die kraanbakke moet van staal wees en 'n veiligheidsfaktor van minstens vier hê.
 - (iii) (aa) Die binneste punte van die kraanbalke moet stewig vasgemaak word; en
 - (bb) die hangtoue moet 'n veiligheidsfaktor van minstens 10 hê.
 - (iv) Die maksimum lengte van die platform is 26 voet.
 - (v) Die platform moet aan minstens drie toue hang wat nie meer as 10 voet van mekaar af is nie. Geen tussentou mag te eniger tyd stywer of slapper as enigeen van die toue aan die punte wees nie.
 - (vi) Die katrolblokke moet aan die platforms vasgemaak word deur middel van sterk ysterhoepels wat behoorlik vasgemaak is, om die kante en vloer van die platforms gaan en wat oë in die yster het waardeur die toue kan gaan.
 - (vii) Hangsteiers waarop die werkers sit en werk, moet voorsien word van toestelle wat die platform minstens 12 duim van die muur af hou en wat sal voorkom dat die werkers hul knieë teen die muur stamp as die steier swaai.
- (1) Ander hangsteiers.*
- (i) 'n Bak, groot mandjie, bootsmanstoel of soortgelyke uitrusting moet slegs onder uitengewone omstandighede as 'n hangsteier gebruik word vir werk wat kort van duur is, en dit moet gebruik word onder die toesig van 'n persoon wat minstens die loon betaal moet word wat in klosule 4 (1) (h) van hierdie Ooreenkoms voorgeskryf word.
 - (ii) Wanneer sodanige uitrusting as 'n hangsteier gebruik word—
 - (aa) moet dit hang aan toue wat 'n veiligheidsfaktor van minstens 10 het, gebaseer op die totale vrag, met inbegrip van die dooie gewig; en
 - (bb) moet doeltreffende voorsorgsmaatreëls getref word ten einde te voorkom dat die werkers uitval.
 - (iii) Wanneer 'n bak of groot mandjie as 'n hangsteier gebruik word—
 - (aa) moet dit minstens 2 voet 6 duim diep wees; en
 - (bb) moet dit hang in twee sterk ysterhoepels wat stewig vasgemaak is en wat om die kante en vloer daarvan gaan en daar moet oë in die yster wees waardeur die toue gesteek kan word.

(m) Vervoer en berging van materiaal op steiers.—Verspreiding van die vrag.

- (i) Wanneer swaar vragte op 'n steier verskuif of daarop gelaai word, moet dit gedoen word sonder dat die steier 'n harde stamp toe te dien.
- (ii) Die vrag op die steier moet sover moontlik eweredig versprei word en moet in elk geval so versprei word dat 'n gevarelike versteuring van die ewigvoorkom word.
- (iii) Wanneer 'n steier gebruik word, moet daar gedurig gesorg word dat dit nie oorlaai word nie en dat materiaal wat nie nodig is nie, nie daarop gehou word nie.

(n) Installasie van hysuitrusting op steiers.

- (i) Wanneer hysuitrusting op 'n steier gebruik moet word—
 - (aa) moet die dele van die steier sorgvuldig geïnspekteer en, indien nodig, op 'n doeltreffende wyse versterk word;
 - (bb) moet daar voorkom word dat die kortelings enigsins beweeg; en
 - (cc) moet die staanders, indien moontlik, stewig aan 'n soliede gedeelte van die gebou vasgemaak word op die plek waar die hysuitrusting opgerig word.
- (ii) Wanneer die platform van die hysuitrusting nie in 'n leiraam beweeg nie of wanneer dit waarskynlik is dat die vrag in aanraking met die steier sal kom wanneer dit gehys of neergelaat word, moet 'n vertikale skutting wat die volle hoogte van die steier dek, aangebring word ten einde te voorkom dat vragte aan die steier vashaak.

- (o) Ondersoek van steiers voor gebruik, veral steiers wat deur ander kontrakteurs opgerig is.*—Elke steier, afgesien daarvan van die werkewer wie se werkmanne op die punt staan om dit te gebruik, dit opgerig het of nie—
 - (aa) moet, voordat dit gebruik word, ondersoek word deur 'n bekwame persoon wat minstens die loon voorgeskryf in klosule 4 (1) (h) van hierdie Ooreenkoms betaal moet word, ten einde te verseker
 - (1) dat dit in 'n bestendige toestand is;

- (2) that the materials used in its construction are sound;
- (3) that it is adequate for the purpose for which it is to be used; and
- (4) that the necessary safeguards as laid down in this Agreement are in position; and
- (bb) shall during use be maintained in good condition.
- (p) *Working Platforms.*—Every working platform which is constructed of timber shall be of plank at least nine inches wide by one and one-half inches thick.
- (i) (aa) The width of every working platform shall be adequate having regard to the nature of the work, and shall be such that at every part there is not less than 1 foot 6 inches clear passage free from fixed obstacles and deposited material.
 - (bb) In no case shall the width of the platforms be less than—
 - (1) 1 foot 6 inches if the platform is used as a footing only and not for the deposit of any material;
 - (2) 3 feet if the platform is used for the deposit of material;
 - (3) 3 feet 9 inches if the platform is used for the support of any higher platform;
 - (4) 4 feet 6 inches if the platform is one upon which stone is dressed or roughly shaped;
 - (5) 5 feet if the platform is used for the support of any higher platform and is one upon which stone is dressed or roughly shaped.
 - (ii) The maximum width of a platform supported on putlogs shall not exceed 5 feet 6 inches.
 - (iii) Every working platform shall, if part of a pole or gabbard scaffold, be at least 3 feet 3 inches below the top of the standards.
 - (iv) Boards or planks which form part of a working platform shall—
 - (aa) be of a thickness which is such as to afford adequate security having regard to the distance between the putlogs which shall in no case be less than 1½ inches; and
 - (bb) be of a width of not less than nine inches;
 - (v) No board or plank which forms part of a working platform shall project its end support to a distance exceeding four times the thickness of the board or plank.
 - (vi) Where barrows are being used on a scaffold or platform, boards or planks shall not overlap one another unless precautions such as the provisions of bevelled pieces are taken to facilitate the movement of barrows.
 - (vii) Every board or plank which forms part of a working platform shall rest on at least three supports, unless the distance between the putlogs and the thickness of the board or plank are such as to exclude all risk of tipping or undue sagging.
 - (viii) Platforms shall be so constructed that the boards or planks cannot be displaced in consequence of normal use.
 - (ix) Whenever possible a platform shall extend at least 2 feet beyond the end of the wall of the building.
 - (x) Every part of a working platform or working place which is more than 6 feet 6 inches above the ground or floor shall be provided—
 - (aa) with a suitable guard-rail or guard-rails having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the platform or above any raised standing place on the platform and so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches. In the case of a tubular scaffold a tubular guard-rail shall be provided and fixed at least 3 feet 3 inches above the platform or above any raised standing place on the platform so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches;
 - (bb) with toe boards which are of sufficient height to prevent the fall of materials and tools from the platform and in no case less than 6 inches high, and in the case of wood not less than one inch thick, and are as close as possible to the floor;
 - (xi) Guard rails, toe-boards and other safeguards used on a scaffold platform shall be maintained in position, except that they may be removed for

- (2) dat die materiaal wat vir die oprigting daarvan gebruik is, gaaf is;
- (3) dat dit toereikend is vir die doel waarvoor dit gebruik moet word; en
- (4) dat die nodige beskermstrukte soos in hierdie Ooreenkoms voorgeskryf, aangebring is; en
- (bb) moet in 'n goeie toestand gehou word solank dit gebruik word.
- (p) *Werkplatforms.*—Elke werkplatform wat uit hout gekonstrueer word, moet van plank wees wat minstens nege duim wyd en een en 'n half duim dik is.
- (i) (aa) Elke werkplatform moet wyd genoeg wees, met inagneming van die aard van die werk, en die wydte moet sodanig wees dat daar in elke gedeelte van die platform 'n onbelemmerde deurgang van minstens 1 voet 6 duim is wat vry is van vaste voorwerpe of materiaal wat daar geplaas is.
 - (bb) In geen geval mag die wydte van die platform minder wees nie as—
 - (1) 1 voet 6 duim, as die platform slegs as 'n staanplek gebruik word en nie om materiaal daarop te plaas nie;
 - (2) 3 voet, as die platform gebruik word om materiaal daarop te plaas;
 - (3) 3 voet 9 duim, as die platform gebruik word as die stut vir 'n hoë platform;
 - (4) 4 voet 6 duim, as dit 'n platform is waarop klip gekap of ru gefatsoeneer word;
 - (5) 5 voet, as die platform gebruik word as 'n stut vir 'n hoë platform en as klip daarop gekap of ru gefatsoeneer word.
 - (ii) Die maksimum wydte van 'n platform wat gesteun word deur kortelings, is 5 voet 6 duim.
 - (iii) Elke werkplatform wat deel uitmaak van 'n paal- of saagpaalsteier, moet mintens 3 voet 3 duim onderkant die bopunt van die staander wees.
 - (iv) Borde of planke wat deel van 'n werkplatform uitmaak of wat gebruik word as voetskutte—
 - (aa) moet so dik wees dat dit, met inagneming van die afstand tussen die kortelings, veilig genoeg is, en die dikte moet in geen geval minder as 1½ duim wees nie; en
 - (bb) moet minstends nege duim breed wees.
 - (v) Geen bord of plank wat deel uitmaak van 'n werkplatform, mag meer as viermaal die dikte van die bord of plank by die eindstut daarvan verbysteek nie.
 - (vi) Wanneer kruivaens op 'n steier of platform gebruik word, mag die borde of planke nie oor mekaar lê nie tensy voorsorgmaatreëls getref is soos die verskaffing van skuinsstukke wat die beweging van die kruivaens sal vergemaklik.
 - (vii) Elke bord of plank wat deel uitmaak van 'n werkplatform, moet op minstens drie stutte rus, tensy die afstand tussen die kortelings en die dikte van die bord of plank sodanig is dat daar geen gevaar bestaan dat dit sal omslaan of te veel sal buig nie.
 - (viii) Platforms moet so gebou word dat die borde of planke nie as gevolg van gewone gebruik verskuif kan word nie.
 - (ix) Wanneer moontlik, moet 'n platform minstens 2 voet by die end van die muur van die gebou verbysteek.
 - (x) Elke gedeelte van 'n werkplatform of werkplek wat meer as ses voet ses duim bokant die grond of vloer is, moet voorsien word van—
 - (aa) 'n geskikte skutreling of skutrelings wat 'n deursnee-oppervlakte van minstens 9 vierkante duim het en minstens 3 voet 3 duim bokant die platform of bokant 'n hoë staanplek op die platform vasgemaak is sodat die vertikale opening onder die skutreling nie meer as 3 voet 3 duim is nie. In die geval van 'n pypsteier moet 'n pypskutreling minstens 3 voet 3 duim bokant die platform of bokant 'n hoë staanplek op die platform verskaf en aangetrek word sodat die vertikale opening onder die skutreling nie meer as 3 voet 3 duim is nie;
 - (bb) voetskutte wat hoog genoeg is om te voorzie dat materiaal of gereedskap van die platform afval, en hulle moet in geen geval minder as 6 duim hoog wees nie, en in die geval van hout, minstens een duim dik, en moet so na as moontlik aan die vloer wees.
 - (xi) Skutrelings, voetskutte en ander beskermstrukte wat op 'n steierplatform gebruik word, moet in posisie gehou word, maar hulle kan vir die tyd

the time and to the extent required to allow the access of persons or the transport of shifting of materials.

- (xii) The guard-rail and toe-boards used on a scaffold platform shall be placed on the inside of the uprights.
- (xiii) The platforms of suspended scaffolds shall be provided with guard-rails and toe-boards on all sides, subject to the reservation that—
 - (aa) on the side facing the wall the guard-rail need not be at a height of more than 2 feet 6 inches if the work does not allow a greater height;
 - (bb) the guard-rail and toe-boards shall not be compulsory on the side facing the wall if the workers sit on the platform to work, but in such case the platform shall be provided with cables, ropes or chains affording the workers a firm handhold and capable of holding any worker who may slip.
- (xiv) The space between the wall and the platform shall be as small as practicably possible except where workmen sit on the platform during their work, in which case it shall not exceed 12 inches.

(g) Gangways, Runs and Stairs.

- (i) Every gangway or run any part of which is more than 6 feet 6 inches above the ground or floor shall be—
 - (aa) closely boarded or planked; and
 - (bb) at least 1 foot 9 inches wide.
- (ii) The maximum slope of any gangway or run shall be 1 foot 6 inches per 3 feet.
- (iii) Where the gangway or run is used for the passage of materials there shall be maintained a clear passageway which—
 - (aa) is adequate in width for transport of materials without the removal of the guard-rails and toe-boards; and
 - (bb) is in any case of a width not less than 2 feet.
- (iv) All planks forming a gangway or run shall be so fixed and supported as to prevent undue or unequal sagging.
- (v) When the slope renders additional foothold necessary, and in every case where the slope is more than 10 inches per yard there shall be proper stepping laths which shall—
 - (aa) be placed at suitable intervals; and
 - (bb) be the full width of the gangway, except that they may be interrupted over a breadth of 4 inches to facilitate the movement of barrows.
- (vi) Stairs shall be provided with guard-rails throughout their length.
- (vii) Gangways, runs and stairs from which a person is liable to fall a distance exceeding 6 feet 6 inches shall be provided—
 - (aa) with a suitable guard-rail or guard-rails having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the gangway, run or stair and so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches; and
 - (bb) with toe-boards which are of sufficient height to prevent the fall of material and tools from the gangway, run or stair and in no case less than 6 inches high, and are as close as possible to the gangway, run or stair.

(r) General Provisions Concerning Platforms, Gangways, Runs and Stairs.

- (i) Every platform, gangway, run or stairway shall be kept free from any unnecessary obstruction, rubbish, etc.
- (ii) Precautions shall be taken to prevent any platform, gangway, run or stairway from becoming slippery.
- (iii) No part of a working platform, gangway or run shall be supported by loose bricks, drain pipes, chimney pots or other loose or unsuitable material.
- (iv) No working platform, gangway or run shall be supported by an eaves gutter, a balcony or its coping, a lightning conductor or other unsuitable part of a building.

en in die mate wat nodig is, verwyder word ten einde toegang te verleen vir persone of die vervoer of verskuiwing van materiaal.

- (xii) Die skutreling en die voetskutte wat op 'n steierplattform gebruik word, moet aan die binnekant van die staanders aangebring word.
 - (xiii) Die platforms van hangsteiers moet voorsien word van skutrelings en voetskutte aan alle kante, met dié voorbehou dat—
 - (aa) die skutreling aan die muurkant nie meer as 2 voet 6 duim hoog hoeft te wees nie as die werk 'n groter hoogte nie moontlik maak nie;
 - (bb) die skutreling en voetskutte aan die muurkant nie verpligtend is nie as die werkers op die platform sit en werk, maar in so 'n geval moet die platform voorsien word van stewige kabels, toue of kettings waaraan die werkers kan vashou en wat sterk genoeg is om 'n werker te hou wat mag gly.
 - (xiv) Die ruimte tussen die muur en die platform moet so klein moontlik wees, behalwe in gevalle waar werkmanne op die platform sit en werk, en in so 'n geval moet dit nie meer as twaalf duim wees nie.
- (q) Deurgange, loopplanke en trappe.*
- (i) Elke deurgang of loopplank waarvan enige deel meer as 6 voet 6 duim bokant die grond of vloer is, moet—
 - (aa) dig toegemaak word met borde of planke; en
 - (bb) minstens 1 voet 9 duim breed wees.
 - (ii) Die grootste helling van 'n deurgang of loopplank is 1 voet 6 duim per 3 voet.
 - (iii) Waar die deurgang of loopplank gebruik word vir die vervoer van materiaal, moet daar 'n onversperde gang wees wat—
 - (aa) breed genoeg is vir die vervoer van materiaal sonder dat dit nodig is om die skutrelings en voetskutte te verwyder; en
 - (bb) in elk geval nie smaller as 2 voet is nie.
 - (iv) Alle planke wat gebruik word vir 'n deurgang of loopplank, moet so aangebring en gestut word dat dit nie onnodig of ongeelyk buig nie.
 - (v) Wanneer die helling sodanig is dat addisionele vastrapplek nodig is, en in alle gevalle waar die helling meer as 10 duim per jaart is, moet daar behoorlik vastrapalte wees wat—
 - (aa) op geskikte afstande van mekaar af aangebring is; en
 - (bb) net so breed as die deurgang moet wees, behalwe dat daar 'n gaping van 4 duim mag wees ten einde die beweging van kruwaens te vergemaklik.
 - (vi) Trappe moet oor hul hele lengte voorsien word van skutrelings.
 - (vii) Deurgange, loopplanke en trappe vanwaar 'n persoon meer as 6 voet 6 duim kan afval, moet voorsien word—
 - (aa) van 'n geskikte skutreling of skutrelings wat 'n deursnee-oppervlakte van minstens 9 vierkante duim het en minstens 3 voet 3 duim bokant die deurgang, loopplank of trap aangebring moet word sodat die vertikale opening onderkant die skutreling nie meer as 3 voet 3 duim is nie; en
 - (bb) van voetskutte wat hoog genoeg is om te voorkom dat materiaal en gereedskap van die deurgang, loopplank of trap afval, en dit moet in geen geval minder as 6 duim hoog wees nie en moet so naby as moontlik aan die deurgang, loopplank of trap wees.

(r) Algemene bepalings betreffende platforms, deurgange, loopplanke en trappe.

- (i) Elke platform, deurgang, loopplank of trap moet vry gehou word van onnodige hindernisse, vuilgoed, ens.
- (ii) Voorsorgsmaatreëls moet getref word ten einde te voorkom dat 'n platform, deurgang, loopplank of trap glyerig word.
- (iii) Geen deel van 'n werkplatform, deurgang of loopplank moet deur los stene, rroolpype, skoorsteenpotte of ander los of ongeskikte materiaal gestut word nie.
- (iv) Geen werkplatform, deurgang of loopplank moet deur 'n dakgeut, 'n balkon of die deklaag daarvan, 'n bliksemfleier of ander ongeskikte deel van 'n gebou gestut word nie.

(v) No working platform, gangway or run shall be used for working upon until its construction is complete according to these regulations and the prescribed safeguards properly fixed.

(s) Trestle Scaffolds.

- (i) There shall not be used any trestle scaffold which—
 - (aa) is of more than two tiers; or
 - (bb) exceeds a height of 10 feet from the ground or floor; or
 - (cc) is erected on a suspended scaffold.
- (ii) The width of a trestle scaffold erected on a platform shall be such as to leave sufficient unobstructed space on the platform for the transport of materials or the passage of persons.
- (iii) Trestles shall be firmly fixed so as to prevent displacement.

(t) Ladders.

- (i) Every ladder used as a means of communication shall rise at least 3 feet 3 inches above the highest point to be reached by any person using the ladder or one of the uprights shall be continued to that height to serve as a hand-rail at the top.
- (ii) Ladders shall not stand on loose bricks or other loose packing but shall have a level and firm footing.
- (iii) Every ladder—
 - (aa) shall be securely fixed so that it cannot move from its top or bottom points of rest; or
 - (bb) if it cannot be secured at the top, shall be securely fastened at the base; or
 - (cc) if fastening at the base is also impossible, shall have a man stationed at the foot to prevent slipping.
- (iv) The undue sagging of ladders shall be prevented.
- (v) Ladders shall be equally and securely supported on each upright.
- (vi) Where ladders connect different floors—
 - (aa) the ladders shall be staggered; and
 - (bb) a protective landing with the smallest possible opening shall be provided at each floor.
- (vii) A ladder having a missing or defective rung shall not be used.
- (viii) No ladder having any rung which depends for its support on nails, spiked or other similar fixing shall be used.
- (ix) Wooden ladders shall be constructed with—
 - (aa) upright of adequate strength, made of wood free from visible defects and having the grain of the wood running lengthwise; and
 - (bb) rungs made of wood free from visible defects and mortised into the uprights, to the exclusion of any rungs fixed only by nails.

(u) Fencing of Openings.

- (i) Every opening left in a floor of a building or in a working platform for an elevator shaft or stairway or for the hoisting of material, or for access by workmen or for any other purpose shall be provided—
 - (aa) with a suitable guard-rail or guard-rails having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the floor or platform, and so that the vertical opening below any guard-rail does not exceed 3 feet;
 - (bb) with toe-boards which are of sufficient height to prevent the fall of materials and tools from the floor or platform and in no case less than 6 inches high and in the case of wood not less than one inch thick and are as close as possible to the floor or platform.
- (ii) Every opening in a wall which is less than 3 feet from the floor or platform shall be provided—
 - (aa) with a suitable guard-rail or guard-rails, having a cross-section of at least 9 square inches and fixed at least 3 feet 3 inches above the floor or platform; and so that the vertical opening below any guard-rail does not exceed 3 feet; and

(v) Daar mag op geen werkplatform, deurgang of loopplank gewerk word nie totdat dit klaar opgerig is ooreenkomsdig hierdie regulasies en die voorgeskrewe beskermstrukte behoorlik aangebring is.

(s) Boksteiers.

- (i) Daar mag geen boksteier gebruik word nie wat—
 - (aa) uit meer as twee rye bestaan; of
 - (bb) hoër as 10 voet van die grond of vloer af is; of
 - (cc) op 'n hangsteier opgerig word.
- (ii) Die breedte van 'n boksteier wat op 'n platform opgerig word, moet sodanig wees dat daar genoeg onbelemmerde ruimte op die platform vir die vervoer van materiaal of die beweging van persone is.
- (iii) Bokke moet stewig vasgemaak word ten einde te voorkom dat hulle verskuif.

(t) Lere.

- (i) Elke leer wat as 'n verbindingsmiddel gebruik word, moet minstens 3 voet 3 duim uitsteek bokant die hoogste punt wat bereik moet word deur enige wat die leer gebruik; so nie, moet een van die staanders tot op daardie hoogte strek ten einde as handreling by die bopunt te dien.
- (ii) Lere mag nie op los stene of ander los paksel staan nie, maar moet gelyk en vas staan.
- (iii) Elke leer—
 - (aa) moet stewig vasgernaak word sodat dit nie van sy boonste of onderste ruspunte af kan beweeg nie; of
 - (bb) moet, indien dit nie aan die bopunt vasgemaak kan word nie, stewig aan die onderpunt vasgemaak word; of
 - (cc) indien dit ook onmoontlik is om dit aan die onderpunt vas te maak, onder deur 'n man vasgehou word sodat dit nie kan gly nie.
- (iv) Daar moet voorkom word dat lere onnodig buig.
- (v) Elke staander van 'n leer moet die spore ewe veel en stewig stut.
- (vi) Waar lere verskillende verdiepings verbind—
 - (aa) moet die lere nie in 'n reguit ry ondermekaar geplaas word nie; en
 - (bb) moet 'n beskermende bordes met die kleinste opening moontlik, op elke verdieping verskaf word.
- (vii) 'n Leer met 'n vermiste of defekte sport mag nie gebruik word nie.
- (viii) Geen leer waarvan 'n sport met spykers of penne vasgeslaan of op 'n ander soortgelyke manier gestut word, mag gebruik word nie.
- (ix) Houlike moet gemaak wees van—
 - (aa) staanders wat sterk genoeg is, van hout wat vry is van enige sigbare defek en waarvan die draad oorlangs loop; en
 - (bb) sporte gemaak van hout wat vry is van enige sigbare defek en wat met 'tappie in die staanders ingelaat is, en alle lere waarvan die sporte slegs met spykers vasgeslaan is, moet uitgesluit word.

(u) Omheining van openings.

- (i) Elke opening wat in 'n vloer van 'n gebou of in 'n werkplatform gelaat word vir 'n hyserskag of trap of vir die ophys van materiaal of vir die verlening van toegang aan die werkmanne of vir enige ander doel, moet voorsien word van—
 - (aa) 'n geskikte skutreling of skutrelings met 'n deursnee-oppervlakte van minstens 9 vierkante duim wat so aangebring is dat dit minstens 3 voet 3 duim bokant die vloer of platform is en sodat die vertikale opening onderkant 'n skutreling nie meer as 3 voet is nie;
 - (bb) voetskutte wat hoog genoeg is om te voor- kom dat materiaal en gereedskap van die vloer of platform afval, en hulle moet in geen geval minder as 6 duim hoog wees nie, en in die geval van hout, minstens een duim dik, en moet so na as moontlik aan die vloer of platform wees.
- (ii) Elke opening in 'n muur wat minder as 3 voet van die vloer of platform af is, moet voorsien wees—
 - (aa) van 'n geskikte skutreling of skutrelings met 'n deursnee-oppervlakte van minstens 9 vierkante duim, wat so aangebring is dat dit minstens 3 vt 3 duim bokant die vloer of platform is en dat die vertikale opening onderkant die skutreling nie meer as 3 voet is nie; en

(bb) when necessary, with toe-boards which are of sufficient height to prevent the fall of material and tools and in no case less than 6 inches high and in the case of wood not less than one inch thick and are as close as possible to the floor or platform or to the lower side of the opening.

(iii) The fencing of openings shall, except in so far as its removal is permitted by the following paragraph, remain in position until it becomes necessary to remove it in order to complete the permanent enclosure.

(iv) The fencing of openings shall not be removed except for the time and to the extent required to allow the access of persons or the transport or shifting of materials and shall be replaced immediately thereafter.

(v) When work is done on or over open joisting, the joisting shall be securely boarded over or other effective measures shall be taken to prevent falls of persons.

(v) Roof Work—

(i) No persons shall be employed on any roof on which, by reason of the pitch, the nature of the surface, or the state of the weather, there is a risk of falling, unless suitable precautions are taken to prevent the fall of persons or materials.

(ii) On glass roofs, or on asbestos roofs, or roofs covered with fragile materials special precautions shall be taken to prevent the workers from inadvertently stepping on them and to facilitate the safe carrying out of repairs.

(iii) (aa) When work is performed on any roof extensively, which has a pitch of over 34 (2:3) or is slippery, the following provisions whenever possible shall apply:—
 (1) Suitable guard-rails shall be provided;
 (2) a suitable working platform securely supported and of a width of not less than 1 foot 6 inches shall be provided;
 (3) suitable, sufficient and properly secured ladders, duck ladders or crawling board shall be provided.

(bb) Whenever it is impossible in the opinion of the Council to provide the facilities specified in sub-paragraph (iii) (aa)—

- (1) safety belts with ropes enabling the wearers to lash themselves to a solid structure shall be supplied to the workers and used by them; and
- (2) if the safety rope cannot be fixed to a solid structure, a second person shall be provided to hold the rope in a secure manner.

(w) Miscellaneous Provisions.

(i) Any part of the premises where any person at work or passing is liable to be struck by materials, tools, or other articles shall be covered in such a manner as to protect such persons, unless other effective steps are taken to prevent falls of objects from any height.

(ii) Any scaffold materials, tools, or other objects shall not be thrown down but shall be properly lowered.

(iii) Safe means of access shall be provided to all working platforms and other working places.

(iv) Every working-place and other place to which access is required for any person and every means of approach thereto shall be efficiently lighted.

(v) When necessary, special lighting shall be provided at all parts of scaffolds and structures where materials are hoisted.

(vi) During all construction, repair, alteration, maintenance or demolition of buildings, all necessary precautions shall be taken to prevent the workers from coming into contact with live electric wires or equipment, including low tension wires and equipment.

(vii) Protruding nails shall be knocked in or removed from all materials used in the construction of scaffolding or falsework.

(viii) No materials on the site shall be so stacked or placed as to cause danger to any person.

(bb) wanneer nodig, van voetskutte wat hoog genoeg is om te voorkom dat materiaal en gereedskap afval en hulle moet in geen geval minder as 6 duim hoog wees nie, en in die geval van hout, minstens een duim dik, en moet so na as moontlik aan die vloer of platform of aan die onderkant van die opening wees.

(iii) Die heining van openings moet, behalwe vir sover die verwydering daarvan by die eersvolgende paragraaf toegelaat word, in posisie bly totdat dit nodig word om dit te verwijder ten einde die permanente heining te voltooi.

(iv) Die omheining van openings mag nie verwijder word nie behalwe wanneer en vir sover dit nodig is om toegang aan persone te verleen of die vervoer of verskuwing van materiaal moontlik te maak, en moet onmiddellik daarna weer in posisie geplaas word.

(v) Wanneer werk op of bokant oop balke verrig word, moet die balke stewig met bord bedek word of moet ander doeltreffende maatreëls getref word om te voorkom dat persone val.

(v) Dakwerk.

(i) Waar die helling van 'n dak, die aard van die oppervlakte daarvan of die toestand van die weer sodanig is dat persone gevaa loop om te val, mag niemand op sodanige dak werksaam wees nie tensy geskikte voorsorgsmaatreëls getref is om te voorkom dat persone of materiaal val.

(ii) Op glas- of asbesdakke of dakke wat met 'n breekbare materiaal bedek is, moet daar spesiale voorsorgsmaatreëls getref word ten einde te voorkom dat werkers per ongeluk daarop trap en ten einde die veilige uitvoering van herstelwerk te vergemaklik.

(iii) (aa) Wanneer uitgebreide werk verrig word op 'n dak wat 'n helling van meer as 34 (2:3) het of wat glyerig is, is onderstaande bepalings, waar moontlik, van toepassing:—
 (1) Geskikte skutrelings moet verskaf word.
 (2) 'n geskikte werkplatform, wat stewig gestut en minstens 1 voet 6 duim breed is, moet verskaf word;
 (3) geskikte, voldoende en behoorlik vasgemaakte tere, plankmatte of kruipborde moet verskaf word.

(bb) Wanneer dit, na die mening van die Raad, onmoontlik is om die fasiliteite voorgeskryf in subparagraaf (iii) (aa) te verskaf—

(1) moet veiligheidsgordels met toue wat die draers in staat sal stel om hulle aan 'n soliede struktuur vas te maak, aan die werkers verskaf en deur hulle gebruik word; en

(2) moet daar, indien die veiligheidstou nie aan 'n soliede struktuur vasgemaak kan word nie, 'n tweede persoon verskaf word om die tou op 'n veilige manier vas te hou.

(w) Diverse bepalings.

(i) Enige gedeelte van die perseel waar 'n persoon wat aan die werk is of daar verby loop, getref kan word deur materiaal, gereedskap of ander artikels, moet op so 'n manier bedek word dat dit sodanige persoon beskerm, tensy ander doeltreffende stappe gedoen word om te voorkom dat voorwerpe van enige hoogte afval.

(ii) Steiermateriaal, gereedskap of ander voorwerpe mag nie afgegooi word nie maar moet behoorlik laat sak word.

(iii) Veilige toegang tot alle werkplatforms en ander werkplekke moet verskaf word.

(iv) Elke werkplek en ander plek waartoe 'n persoon toegang moet verkry en elke toegang daartoe moet behoorlik verlig word.

(v) Wanneer nodig, moet spesiale lige verskaf word op alle gedeeltes van steiers en bouwerke waar materiaal opgehang word.

(vi) Gedurende alle bou-, herstel-, verbou-, instandhoudings- of slopingswerk aan geboue moet alle nodige voorsorgsmaatreëls getref word ten einde te voorkom dat die werker in aanraking kom met lewendige elektriese drade of uitrusting, met inbegrip van laagspanningsdrade en -uitrusting.

(vii) Spykers wat uitsteek, moet ingeslaan word in of verwijder word van alle materiaal wat gebruik word vir die oprigting van steiers of stutwerk.

(viii) Geen materiaal op die terrein moet so opgestapel of geplaas word dat dit enigeen in gevaa stel nie.

(x) General Provisions.

- (i) Every part of the structure, working gear and anchoring and fixing appliances of every hoist shall—
 - (aa) be of good mechanical construction, sound material and adequate strength and substance and free from defect;
 - (bb) be kept in good repair and in good working order; and
 - (cc) be inspected at least once a week by a person who has had at least one year's experience in the erection and maintenance of builders' hoists.
 - (ii) Adequate steps shall be taken to ascertain the safe working load of every hoist.
- (y) Hoists.
- (i) Hoists (i.e. lifting appliances provided with a cage or platform that runs in guides) used for raising and lowering materials shall satisfy the requirement of this regulation.
 - (ii) (aa) Hoist towers shall be provided with solid walls or other equally effective fencing—
 - (1) at the ground level on all sides; and
 - (2) at all other levels on all sides to which access is provided.
 - (bb) The walls of hoist towers except at approaches, shall extend at least 7 feet above the floor, platform or other place to which access is provided.
 - (iii) Approaches to hoists shall be provided with solid grates or other equally effective fencing which—
 - (aa) are at least 5 feet high; and
 - (bb) close automatically when the hoist platform leaves the landing.
 - (iv) Approaches to hoists shall be adequately lighted.
 - (v) The guides of hoist platforms shall offer sufficient resistance to bending and, in the case of jamming by a safety catch, to buckling.
 - (vi) The platform shall be so constructed that safe transport is ensured.
 - (vii) On platforms for truck transport the trucks shall be efficiently blocked in a safe position on the platform.
 - (viii) Counterweights consisting of an assemblage of several parts shall be made of specially constructed parts rigidly connected together.
 - (ix) The counterweight shall run in guides.
 - (x) If two or more wire ropes are used the load shall be equally distributed between them.
 - (xi) Each suspension rope shall be in one piece.
 - (xii) The rope ends shall be fastened to the platform attachment by splicing and tight binding with steel wire, by sealing or by clamping with the aid of rope clamps; wherever possible thimbles shall be used.
 - (xiii) Drum anchorages of suspension shall be adequate and secure.
 - (xiv) Ropes shall be long enough to leave at least two turns on the drum when the cage or platform is at its lowest position, and be of such diameter as to have a safety factor of at least eight under the maximum load.
 - (xv) When wire ropes are used, the diameter of the pulley or drums shall not be less than 400 times the diameter of the wires in the rope.
 - (xvi) When winch drums are grooved—
 - (aa) the radius of the grooves shall be approximately the same as, but not less than, the radius of the rope; and
 - (bb) the pitch of the grooves shall not be less than the diameter of the rope.
 - (xvii) Winch drums shall be provided with flanges that prevent the rope from slipping off the drum.
 - (xviii) It shall not be possible to reverse the motion of the hoist without first bringing it to rest.
 - (xix) It shall not be possible to set the hoist in motion from the platform.
 - (xx) Pawls and ratchet wheels with which the pawl must be disengaged before the platform is lowered shall not be used.
 - (xxi) Where the person operating the hoist cannot see clearly every position of the platform, arrangement shall be made for effective signals to be given to the hoist operator by a responsible person who can see the platform at each position.

(x) Algemene bepalings.

- (i) Elke gedeelte van die struktuur, werkende dele en ankers en vashoutoestelle van elke hyser moet—
 - (aa) meganies goed gekonstrueer wees, uitgawe materiaal vervaardig en sterk genoeg wees, 'n afdoende vermoë besit en defekvry wees;
 - (bb) goed onderhou en in 'n werkende toestand gehou word; en
 - (cc) minstens een maal per week gefinspekteer word deur iemand met minstens een jaar ondervinding in die oprigting en instandhouding van bouershysers.
 - (ii) Voldoende stappe moet gedoen word om die veilige werklos van elke hyser vas te stel.
- (y) Hysers.
- (i) Hysers (d.w.s. hystoestelle wat voorsien is van 'n hok of platform wat in leiers loop) wat gebruik word om materiale te lig of laat sak, moet aan die vereistes van hierdie regulasie voldoen.
 - (ii) (aa) Hystorings moet van soliede mure of ander omheining wat net so doeltreffend is, voorseen word—
 - (1) aan alle kante op die grondhoogte; en
 - (2) aan alle kante, en op alle hoogtes waar toegang verleen word.
 - (bb) Die mure van hystorings, uitgesonder by aanlope, moet minstens 7 voet bokant die vloer, platform of ander plek waartoe toegang verskaf word, strek.
 - (iii) Aanlope na hysers moet voorsien word van soliede roosters of ander omheining wat ewe doeltreffend is, wat—
 - (aa) minstens 5 voet hoog is; en
 - (bb) outomaties toegaan wanneer die hyserplatform die bordes verlaat.
 - (iv) Aanlope na hysers moet voldoende verlig word.
 - (v) Die leiers van hyserplatforms moet genoeg weerstand bied aan buigspanning en, in geval 'n veiligheidsknip vassit, aan knikspanning.
 - (vi) Die platform moet op so 'n wyse gekonstrueer word dat vervoer daarmee veilig is.
 - (vii) Vragmotors op platforms vir vragmotorvervoer moet doeltreffend in 'n veilige posisie op die platform geblok word.
 - (viii) Teengewigte wat bestaan uit 'n samevoeging van verskeie dele moet gemaak word uit spesiala gekonstrueerde dele wat stewig aan mekaar geheg is.
 - (ix) Die teenewig moet in leiers loop.
 - (x) Indien daar twee of meer staalkabels gebruik word moet die las gelykop verdeel word tussen hulle.
 - (xi) Elke hangkabel moet in een stuk wees.
 - (xii) Die kabelente moet aan die platformhegstuk vervaag word deur dit te splitslas en stewig met staaldraad vas te bind, deur dit te seel of met behulp van kabelklampe vas te klamp; waar moontlik moet doppies gebruik word.
 - (xiii) Tolhangankers moet voldoende wees en stewig vervaag word.
 - (xiv) Kabels moet lank genoeg wees om minstens twee wikkellings om die tol te laat wanneer die hok of platform in sy laagste posisie is, en die deursnee daarvan moet sodanig wees dat die kabels 'n veiligheidsfaktor van minstens agt het wanneer 'n maksimum vrag gedra word.
 - (xv) Wanneer staalkabels gebruik word, moet die deursnee van die katrol of tolle minstens 400 maal die deursnee van die drade in die kabel wees.
 - (xvi) Indien wentolle gegroef is—
 - (aa) moet die straal van die groewe ongeveer dieselfde wees as, maar nie minder as die straal van die kabel nie; en
 - (bb) mag die steek van die groewe nie kleiner as die deursnee van die kabel wees nie.
 - (xvii) Wentolle moet voorsien word van flense wat voor-kom dat die kabel van die tol afgly.
 - (xviii) Dit mag nie moontlik wees om die rigting waarin die hyser beweeg te verander sonder om dit eers tot stilstand te bring nie.
 - (xix) Dit mag nie moontlik wees om die hyser in beweging te bring vanaf die platform nie.
 - (xx) Klinke en sperratte waarmee die klink ontkoppel moet word voordat die platform laat sak word, mag nie gebruik word nie.
 - (xxi) Wanneer iemand wat die hyser bedien nie duidelik elke posisie van die platform kan sien nie, moet reëlings getref word sodat doeltreffende tekens aan die hyserbediener gegee kan word deur 'n verantwoordelike persoon wat die platform in elke posisie kan waarneem.

- (xxii) (aa) When the platform is at rest the brake shall be applied automatically.
- (bb) During loading and unloading the platform shall be blocked by catches or other devices in addition to the brake.
- (xxiii) Hoists shall be provided with devices that stop the winding-engine as soon as the platform reaches its highest stopping-place.
- (xxiv) Above the highest stopping-place a clearance shall be provided high enough to allow sufficient unobstructed travel of the cage or platform in case of overwinding.
- (xxv) No hoist shall be used unless it has been tested and examined by a competent person.

CLAUSE 12.—REFRESHMENTS.

An employer shall provide a person for the preparation of tea for his employees in the morning, at noon and in the afternoon. An employee shall not leave the position where he is working for the purpose of partaking of tea in the afternoon.

CLAUSE 13.—WET WEATHER SHELTER.

At any site where building operations are being carried on an employer shall provide suitable accommodation in which employees may take shelter during wet weather.

CLAUSE 14.—SANITARY ACCOMMODATION.

(1) Proper and adequate sanitary accommodation shall be provided on all jobs for Europeans and non-Europeans separately.

(2) In all cases sanitary accommodation shall be provided in compliance with the requirements of the relative municipal by-laws.

(3) Proper and daily supervision shall be carried out so as to ensure cleanliness of sanitary accommodation.

CLAUSE 15.—REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Industry at the date of coming into operation of this Agreement and every employer who enters the Industry after that date shall, within one month of such date, or of the date on which such employer commenced operations in the Industry, as the case may be, furnish to the Secretary of the Council a written statement, which shall be in such form as the Council may from time to time determine, setting forth his full name, and, if the employer is a partnership, the full names of all the partners, and, if the employer is a company, the full name of its secretary and its directors and managers, the name under and the address at which he carries on business.

(b) In the event of any change in the name under or the address at which business is carried on or among the partners, or, if the employer is a company, of its secretary or among its directors or managers, or in the event of sequestration of the employer's estate, or, if the employer is a company, or the winding-up of the company, or in the event of the transfer or abandonment of the business carried on, or the acquisition or commencement of any other business, furnish to the Secretary of the Council, within fourteen days of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, a written statement, which shall be in such form as the Council may from time to time determine, setting forth full particulars of the change, sequestration, winding-up, transfer, abandonment, acquisition or commencement, as the case may be.

(2) On receipt of the statement referred to in paragraph (a) of sub-clause (1), the Secretary of the Council shall issue to the employer a certificate of registration which shall be in such form as the Council may from time to time determine.

(3) The Secretary of the Council shall maintain a register of all employers registered in terms of this clause.

(4) (a) The certificate of registration referred to in sub-clause (2) shall be displayed by the employer in a conspicuous place on his premises and an employer who abandons or transfers his business shall return the certificate within one month from the date of such abandonment or transfer to the Secretary of the Council for cancellation.

(b) In the event of any change in the particulars furnished in terms of sub-clause (1) the employer shall return the certificate to the Secretary of the Council who shall make the necessary alteration thereto or issue a new certificate.

CLAUSE 16.—ENGAGEMENT OF EMPLOYEES.

(1) Members of the trade unions agree to accept employment only with members of the employers' organisations which are parties to this Agreement and members of the employers' organisations agree to employ in occupations for which wages are prescribed in clause 4 (1) (h) only members of the trade unions which are parties to this Agreement.

- (xxii) (aa) Wanneer die platform in 'n rustoestand veer moet die rem otomaties aangewend word.
- (bb) Gedurende laai- en aflaaiwerk moet die platform benewens die rem ook met knippe of ander toestelle geblokkeer word.
- (xxiii) Hysers moet voorsien word van toestelle wat die windwerkting tot stilstand bring sodra die platform sy hoogste stilhouplek bereik.
- (xxiv) Bokant die hoogste stilhouplek moet 'n vry ruimte gelaat word wat hoog genoeg is om die hok of platform toe te laat om vir 'n voldoende afstand ongehinderd te loop ingeval van oorhysing.
- (xxv) Geen hyser mag beruik word nie tensy dit deur 'n bekwaame persoon getoets en ondersoek is nie.

KLOUSULE 12.—VERVERSINGS.

'n Werkewer moet 'n persoon beskikbaar stel om vir sy werkneemers in dieoggend, die middag en in die namiddag tee te maak. 'n Werknemer mag nie die posisie waar hy werk, verlaat met die doel om in dieoggend of in die namiddag tee te drink nie.

KLOUSULE 13.—SKUILING TEEN NAT WEER.

Werkgewers moet op alle terreine waar bouwerk aan die gang is, geskikte onderdak verskaf waarin werkneemers skuiling kan neem gedurende nat weer.

KLOUSULE 14.—SANITÉRE GERIEWE.

(1) Behoorlike en toereikende sanitére geriewe moet op alle werkplekke vir Blanke en nie-Blanke afsonderlik verskaf word.

(2) In alle gevalle moet die sanitére geriewe ooreenkomsdig die vereistes van die betrokke munisipale verordeninge verskaf word.

(3) Behoorlike toesig moet daagliks gehou word ten einde die sindelikheid van die sanitére geriewe te verseker.

KLOUSULE 15.—REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkewer in die Nywerheid op die datum waarop hierdie Ooreenkoms in werking tree, en elke werkewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand vanaf sodanige datum, of vanaf die datum waarop sodanige werkewer met sy werkzaamhede in die Nywerheid begin het, na gelang van die geval, aan die Sekretaris van die Raad 'n skriftelike oopgaaf voorlê in die vorm wat die Raad van tyd tot tyd mag bepaal, waarin die werkewer se volle naam en, indien die werkewer 'n venootskap is, die volle name van al die vennote, en indien die werkewer 'n maatskappy is, die volle naam van die sekretaris en direkteure en bestuurders daarvan, die naam waaronder en die adres waarby hy die besigheid dryf, gemeld word.

(b) Ingeval van 'n verandering van die naam waaronder of die adres waarby die besigheid dryf word, of van vennote, of, indien die werkewer 'n maatskappy is, 'n verandering van sekretaris of van direkteure of bestuurders of, ingeval die werkewer se boedel gesekwestreer word of, indien die werkewer 'n maatskappy is, as die maatskappy gelikwiede word, of ingeval die besigheid wat gedryf word oorgedra of opgegee word, of indien in ander besigheid verkry of begin word, moet die werkewer binne veertien dae na die verandering, sekwestrasie, likwidasie, oordrag, opgiving, verkrywing of begin, aan die Sekretaris van die Raad 'n skriftelike oopgaaf voorlê in die vorm wat die Raad van tyd tot tyd mag vasstel, waarin volle besonderhede van die verandering, sekwestrasie, likwidasie, oordrag, opgiving, verkrywing of begin, na gelang van die geval, gemeld word.

(2) By ontvangs van die oopgaaf in paragraaf (a) van sub-klausule (1) gemeld, moet die Sekretaris van die Raad aan die werkewer 'n registrasiesertifikaat uitrek wat in dié vorm moet wees wat die Raad van tyd tot tyd mag vasstel.

(3) Die Sekretaris van die Raad moet 'n register van alle werkgewers wat ingevolge hierdie klausule geregistreer is, byhou.

(4) (a) Die werkewer moet die registrasiesertifikaat in sub-klausule (2) bedoel in 'n opvallende plek op sy perseel ten toon stel, en 'n werkewer wat sy besigheid opgee of oordra moet die sertifikaat aan die Sekretaris van die Raad terugstuur, wat die nodige wysiging daarop moet aanbring, of 'n nuwe sertifikaat moet uitrek.

(b) Ingeval van 'n verandering in die besonderhede wat ingevolge subklausule (1) verskaf is, moet die werkewer die sertifikaat aan die Sekretaris van die Raad terugstuur, wat die nodige wysiging daarop moet aanbring, of 'n nuwe sertifikaat moet uitrek.

KLOUSULE 16.—INDIENSNEMING VAN WERKNEMERS.

(1) Lede van die vakverenigings stem daartoe in om slegs diens by lede van die werkewersorganisasies te aanvaar wat partye by hierdie Ooreenkoms is en lede van die werkewersorganisasies stem daarsoe in om slegs lede van die vakverenigings wat partye by hierdie Ooreenkoms is, in diens te neem in beroepe waarvoor lone in klausule 4 (1) (h) voorgeskryf word.

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

(3) (a) An employer shall not engage and/or retain in his employ an employee who is not in possession of a valid quarterly membership card.

(b) A member of a trade union who is unable to obtain employment with a member of the employers' organisations shall not undertake employment with an employer who is not a member of the employers' organisations unless the prior consent of the Council is obtained in writing.

(4) The provisions of sub-clause (1) shall not apply—

(a) to general foremen;

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

(c) unless an employee whose services cannot be retained in terms of sub-clause (3) (a) can be replaced, either through the agency of the trade unions or Council, by an employee in possession of a valid quarterly membership card;

(d) apart from the right of a person in terms of section fifty-one (10) of the Act, where an employer or an employee has, in the opinion of the Council been refused membership of a party to this Agreement without reasonable cause and has reported such refusal to the Council within 14 days of the date of such refusal.

CLAUSE 17.—EMPLOYMENT OF JUVENILES.

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

CLAUSE 18.—SICK LEAVE LABOURERS.

An employer shall grant to a skilled labourer, unskilled labourer or watchman, who has completed one month's employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, as amended, twelve work days' sick leave in the aggregate during one year of employment with him and shall pay him in respect of each such pay-day calculated at nine times his ordinary hourly wage which he was receiving before the commencement of such leave; provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the illness or injury in respect of each period of absence for which payment is claimed; provided further that failure to produce such certificate on request shall absolve the employer from making any payment in respect of such absence.

CLAUSE 19.—BASIS OF PAYMENT.

Notwithstanding anything to the contrary contained in this Agreement, payment for all work done will be at the rate prescribed for the operation or operations performed and will not be based upon the technical skill or qualification of the employee concerned.

CLAUSE 20.—PROHIBITED EMPLOYMENT.

(a) No employee other than an artisan, apprentice, trainee or a minor, during his probation period, shall be employed on artisan's work without the prior consent of the Council.

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

CLAUSE 21.—ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) No employer shall require or permit an employee to perform and no employee and no working employer shall undertake and/or perform work in the Industry—

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

(i) between 4.45 p.m. on Wednesday, 15th December, 1965 and 7 a.m. on Monday, 10th January, 1966.

(ii) between 4.45 p.m. on Thursday, 15th December, 1966 and 7 a.m. on Monday, 9th January, 1967;

(iii) between 4.45 p.m. on Thursday, 14th December, 1967, and 7 a.m. on Monday, 8th January, 1968;

(2) 'n Werknemer se bewys van lidmaatskap van enige van die vakverenigings is 'n geldige kwartaallikse lidmaatskapkaart wat deur die betrokke vakvereniging uitgereik word, en die werknemer moet hierdie kaart voorlê wanneer hy om werk aansoek doen en wanneer die werkgever daarom vra.

(3) (a) 'n Werkgever mag nie 'n werknemer wat nie in besit is van 'n geldige kwartaallikse lidmaatskapkaart in diens neem en/of in sy diens hou nie.

(b) 'n Lid van 'n vakvereniging wat nie in staat is om diens by 'n lid van die werkgeversorganisasie te verkry nie, mag nie diens aanvaar by 'n werkgever wat nie 'n lid van die werkgeversorganisasie is nie tensy die Raad se toestemming skriftelik vooraf verkry is nie.

(4) Die bepalings van subklousule (1) is nie van toepassing nie—

(a) op die algemene voorman;

(b) op 'n immigrant gedurende die eerste jaar na die datum waarop hy in die Republiek van Suid-Afrika ingekom het; met dien verstande dat indien 'n immigrant te eniger tyd na die eerste drie maande nadat hy in die Nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om 'n lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree ten opsigte van sodanige immigrant;

(c) tensy 'n werknemer wie se dienste nie ingevolge subklousule (3) (a) behou mag word nie, vervang kan word deur tussenkom van die vakverenigings of Raad deur 'n werknemer wat in besit is van 'n geldige kwartaallikse lidmaatskapkaart.

(d) afgesien van die reg wat 'n persoon ingevolge artikel een-en vyftig (10) van die Wet besit, in gevalle waar 'n werkgever of 'n werknemer na die mening van die Raad lidmaatskap van 'n party by hierdie Ooreenkoms geweier is sonder redelike grond, en hy sodanige weiering binne 14 dae na die datum van sodanige weiering by die Raad gerapporteer het.

KLOUSULE 17.—INDIENSNEMING VAN JEUGDIGES.

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

KLOUSULE 18.—ARBEIDERS GEREQTIG OP SIEKTEVERLOF.

'n Werkgever moet aan 'n geskoonde arbeider, ongeskoonde arbeider of wag wat een maand diens by hom voltooi het en van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding ingevolge die Ongevallewet, 1941, soos gewysig, betaalbaar is, altesaam twaalf werkdae siekteleof gedurende een jaar diens by hom verleen en hom ten opsigte van elke sodanige dag nege maal sy gewone uurloon betaal wat hy voor die aanvang van sodanige verlof ontvang het, met dien verstande dat die werkgever mag vereis dat daar ten opsigte van elke tydperk waarvoor betaling geëis word 'n sertifikaat wat deur 'n geregistreerde mediese praktisyen onderteken is, voorgelê word waarin die aard en duur van die siekte of besering aangetoon word; voorts met dien verstande dat indien daar versium word om sodanige sertifikaat op versoek voor te lê, dit die werkgever kwytskeld van enige betaling ten opsigte van sodanige afwesigheid.

KLOUSULE 19.—BETALINGGRONDSLAG.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, moet daar vir alle werk wat verrig word betaal word teen die loon voorgeskryf vir die werkzaamheid of werkzaamhede wat verrig word en word die betaling nie gegrond op die tegniese vaardigheid of kwalifikasie van die betrokke werknemer nie.

KLOUSULE 20.—VERBOD OP INDIENSNEMING.

(a) Geen werknemer, uitgesonderd 'n ambagsman, vakleerling, kwekeling of 'n minderjarige, gedurende sy proeftydperk, mag die werk van 'n ambagsman verrig sonder dat toestemming van die Raad vooraf verkry is nie.

(b) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag geen bepalings wat die indiensneming of diens van 'n werknemer in enige klas werk of op enige voorwaarde, geag word die werkgever daarvan kwyt te skeld om die besoldiging te betaal en die voorwaarde na te kom wat hy sou moes betaal of moes nakom indien sodanige indiensneming of diens nie verbode was nie, en die werkgever moet sodanige besoldiging bly betaal en sodanige voorwaarde bly nakom asof sodanige indiensneming of diens nie verbied is nie.

KLOUSULE 21.—JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Geen werkgever mag van 'n werknemer vereis of hom toelaat om werk in die Nywerheid te verrig nie en geen werknemer en geen werkende werkgever mag sodanige werk onderneem of verrig nie—

(a) gedurende die volgende tydperke (hieronder die "vakansietydperk" genoem)—

(i) tussen 4.45 nm. op Woensdag 15 Desember 1964 en 7 vm. op Maandag 10 Januarie 1966;

(ii) tussen 4.45 nm. op Donderdag, 15 Desember 1966 en 7 vm. op Maandag 9 Januarie 1967;

(iii) tussen 4.45 nm. op Donderdag, 14 Desember 1967 en 7 vm. op Maandag, 8 Januarie 1968;

(b) on Good Friday, Easter Monday and Ascension Day in each year,

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

(2) The Day of the Covenant, Christmas Day and New Year's Day falling within the period prescribed in sub-clause (1) (a) shall be paid holidays for all employees, other than watchmen.

(3) *Watchman.*—(a) An employer shall grant to a watchman in respect of each completed period of twelve months' employment with him, three consecutive weeks' leave on full pay. Payment of the annual leave shall be made on the last pay-day prior to the commencement of the said leave period; provided that in the event of a watchman whose contract of employment is terminated prior to having completed a period of twelve months' employment from the time of commencing employment with the employer or since last qualifying for leave, whichever is the later, the employer shall pay to such watchman an amount not less than one-quarter of the weekly wage in respect of each completed month of employment with him.

(b) The leave referred to in paragraph (a) of this sub-clause shall be granted at a time to be fixed by the employer; provided that if such leave had not been granted earlier it shall be granted so as to commence within two months after the completion of the twelve months of employment to which it relates.

(4) Annual leave and public holidays due to employees, other than casual labourers and watchmen, shall be paid for in accordance with the provisions of clause 22 of this Agreement.

CLAUSE 22.—PAYMENT IN RESPECT OF ANNUAL LEAVE AND PUBLIC HOLIDAYS.

In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay to—

(1) *Apprentices and Minors during the Probationary Period Allowed Under the Apprenticeship Act, 1944.*—(a) *Holiday Period.*—The wages which an apprentice or minor would have earned if he had worked for his employer during the said period, such amount to be paid on the last pay-day prior to the commencement of the holiday period; provided that in the event of an apprentice or minor 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 or minor an amount not less than one quarter of the weekly wage in respect of each completed month of employment with him during the year preceding such holiday.

(b) *Public Holidays (Good Friday, Easter Monday, and Ascension Day).*—In respect of each of the said public holidays the wages which an apprentice or minor would have earned on any ordinary working day, such amount to be paid on the pay-day following the public holiday concerned.

(2) *Unskilled labourers, skilled labourers and drivers of mechanical vehicles, the unladen weight of which together with the unladen weight of any trailer or trailers drawn by such vehicles is 7,700 lb. or less,* in his employ on the last pay-day immediately preceding the annual holiday period prescribed in clause 21 of this Agreement the amounts set forth hereunder in respect of each hour worked by such employee since the previous holiday period, excluding overtime; provided that, where an employee's contract of employment is terminated prior to such pay-day, any amount in the process of accrual in terms of this sub-clause shall be paid to the employee on such termination:

	Per Hour. Cents.
(a) Unskilled Labourer.....	1½
(b) Skilled Labourer.....	2½
(c) Driver of Mechanical Vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle is—	
(i) Up to and including 2,000 lb.	2½
(ii) Over 2,000 to 6,000 lb.	2½
(iii) Over 6,000 to 7,700 lb.	3

(3) *Other Employees.*—(a) In addition to paying any other remuneration due to an employee in terms of this Agreement each employer shall, subject to the provisions of sub-clause (5) hereof, pay weekly to the Secretary of the Council in respect of each member of the following classes of employees employed by him, an amount calculated by multiplying the hourly rate prescribed hereunder by—

(i) 45 in the case of employees referred to in sub-paragraphs (aa) and (bb);

(b) op Goeie Vrydag, Paasmaandag en Hemelvaartdag in elke jaar,
tensy die Raad se toestemming skriftelik vooraf verky is.

(2) *Geloftedag, Kersdag en Nuwejaarsdag* wat binne die tydperk voorgeskryf in subklousule (1) (a) val, is vakansiedae met betaling vir alle werknemers, uitgesonderd wagte.

(3) *Wag.*—(a) 'n Werkewer moet drie agtereenvolgende weke verlof met volle betaling aan 'n wag verleen ten opsigte van elke voltooide tydperk van twaalf maande diens by hom. Betaling ten opsigte van jaarlike verlof moet op die laaste dag voor die aanting van gemelde verloftydperk geskied; met dien verstande dat, ingeval van 'n wag wie se dienskontrak beëindig word voordat hy 'n dienstydperk van twaalf maande voltooi het vanaf die tydstip waarop hy by die werkewer begin werk het, of vanaf die tydstip waarop hy laas vir verlof in aanmerking gekom het, naamlik die jongste datum, die werkewer sodanige wag 'n bedrag van minstens een kwart van die weekloon moet betaal ten opsigte van elke voltooide maand diens by hom.

(b) Die verlof in paragraaf (a) van hierdie subklousule bedoel, moet op 'n tydstip wat die werkewer vasstel, verleen word; met dien verstande dat, indien sodanige verlof nie vroer verleen is nie, dit so verleen moet word dat dit binne twee maande na die voltooiing van die twaalf maande diens waarop dit betrekking het, begin.

(4) Daar moet vir jaarlike verlof en openbare vakansiedae wat aan werknemers, uitgesonderd los arbeiders en wagte, verskuldig is, betaal word ooreenkomsdig die bepalings van klosule 22 van hierdie Ooreenkoms.

KLOUSULE 22.—BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

Benewens die besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig mag wees, moet 'n werkewer die volgende betaal aan:—

(1) *Vakleerlinge en minderjariges gedurende die proefydperk wat by die Wet op Vakleerlinge, 1944, toegelaat word:*—

(a) *Vakansietydperk.*—Die loon wat 'n vakleerling of 'n minderjarige sou verdien het as hy gedurende genoemde tydperk vir sy werkewer gewerk het, en sodanige bedrag moet op die laaste betaaldag voor die begin van die vakansietydperk betaal word; met dien verstande dat, in die geval van 'n vakleerling of minderjarige wie se dienskontrak beëindig word voor die laaste betaaldag wat die begin van die vakansietydperk voorafgaan, die werkewer aan sodanige voltooide maand diens by hom gedurende die jaar wat minstens een kwart van die weekloon ten opsigte van elke voltooide maand diens by hom gedurende die jaar wat aan sodanige vakansie voorafgegaan het.

(b) *Openbare vakansiedae (Goeie Vrydag, Paasmaandag en Hemelvaartdag).*—Ten opsigte van elkeen van genoemde openbare vakansiedae, die loon wat 'n vakleerling of 'n minderjarige op 'n gewone werkdag sou verdien het, en sodanige bedrag moet betaal word op die betaaldag wat volg op die betrokke openbare vakansiedag.

(2) *Ongeskoolde arbeiders, geskoolede arbeiders en bestuurders van meganiese voertuie waarvan die onbelaste gewig saam met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuie getrek word 7700 lb. of minder is,* wat in sy diens is op die laaste betaaldag wat die jaarlike vakansietydperk voorgeskryf in klosule 21 van hierdie Ooreenkoms onmiddellik voorafgaan, die bedrae hieronder gemeld ten opsigte van elke uur wat sodanige werknemer sedert die vorige vakansietydperk gewerk het, uitgesonderd oortyd; met dien verstande dat, ingeval 'n werknemer se dienskontrak voor sodanige betaaldag beëindig word, enige bedrag wat ingevolge hierdie subklousule besig is om op te loop, by sodanige beëindiging aan die werknemer betaal moet word—

	Per uur. Sent.
(a) Ongeskoolde arbeider.....	1½
(b) Geskoolede arbeider.....	2½
(c) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word—	
(i) 2,000 lb en minder is.....	2½
(ii) meer as 2,000 maar 6,000 lb of minder is.....	2½
(iii) meer as 6,000 maar 7,700 lb of minder is.....	3

(3) *Ander werknemers.*—(a) Benewens enige ander besoldiging wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is en betaal word, moet elke werkewer behoudens die bepalings van subklousule (5) hiervan, weekliks ten opsigte van elke lid van die volgende klasse werknemers in sy diens, aan die Sekretaris van die Raad 'n bedrag betaal bereken deur die uurolon wat hierkragtens voorgeskryf word, te vermenigvuldig met—

(i) 45 in die geval van werknemers in subparagraaf (aa) en (bb) gemeld;

(ii) 40 in the case of employees referred to in subparagraphs (cc), (dd), (ee) and (ff);—

Class of Employee.

	Per Hour. Cents.
(aa) Driver of a Mechanical Vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers drawn by such vehicle is over 7,700 lb.....	4
(bb) Operator of a Power Crane.....	4
(cc) Artisans.....	7½
(dd) Chargehand.....	7½
(ee) General Foreman.....	7½
(ff) Trainee.....	2·1

(b) The amounts referred to in paragraph (a) hereof shall be paid in respect of each hour or part of an hour worked during each week of employment; provided that no payment shall be made in respect of overtime or hours worked on Saturday, Sunday, Good Friday, Easter Monday, Ascension Day and during the annual holiday period prescribed in clause 21.

(44) (a) The operation of the "Building Industry Holiday Fund" (hereinafter referred to as "the Fund") established under Government Notice No. 1926, dated the 20th November, 1959, as amended, is hereby continued.

(b) The Fund shall consist of—

- (i) the contributions payable by employers in terms of sub-clause (3) hereof;
- (ii) any other money to which the Fund may become entitled.

(5) (a) No payment in terms of sub-clause (3) shall be made to the Secretary of the Council in respect of an employee who has worked for an employer for less than eight hours in any week; provided that such employer shall pay to such employee in cash with his ordinary remuneration an amount calculated by multiplying the relative hourly rate referred to in sub-clause (3) by the number of ordinary hours worked by such employee immediately on termination of his contract of employment or at the end of the last working day of the week, whichever is the earlier.

(b) 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; provided that such employer may deduct from the earnings of that employee in respect of that week an amount equal to the relative hourly rate prescribed in sub-clause (3) hereof, multiplied by the difference between the maximum number of ordinary hours of work prescribed for that employee in terms of clause 6 and the number of ordinary hours actually worked; provided further that any subsequent employer or employers of that employee during that week shall pay that employee an amount calculated by multiplying the relative hourly rate referred to in sub-clause (3) hereof by the number of ordinary hours worked by him for such employer during that week.

(c) Where an employee has worked eight hours or more, but less than the maximum number of ordinary hours of work prescribed for him in terms of clause 6 in any week for the same employer such employer may deduct from the earnings due to that employee in respect of that week an amount equal to the relative hourly rate prescribed in sub-clause (3) hereof, multiplied by the difference between the maximum number of ordinary hours of work prescribed for that employee in terms of clause 6 and the number of ordinary hours actually worked.

(d) For time worked during the period between the first Friday in November of each year and the commencement of the holiday period for that year, the amounts payable to the Secretary of the Council in terms of sub-clause (3) shall be included in the payments for the ensuing twelve months.

(6) (a) Every employer shall, in respect of the amounts to be paid by him to the Secretary of the Council in terms of sub-clause (3), issue on each pay-day to each of his employees concerned, and who shall be bound by the provisions of this clause to accept, a voucher legibly cancelled with the name of the employer and the date of issue to the value of such amounts.

(b) The vouchers referred in paragraph (a) hereof shall be obtained by the employer from the Secretary of the Council and an adequate reserve thereof shall at all times be maintained by the employer; provided that the employer may obtain a refund from the Fund of the value of any unused vouchers. An application for such refund shall be made to the Fund not later than six months after the date of expiration of this Agreement.

(ii) 40 in die geval van werknemers in subparagraph (cc), (dd), (ee) en (ff) gemeld;—

Klas Werknemer.

	Per uur. Sent.
(aa) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van enige sleepwa of sleepwaens wat deur sodanige voertuig getrek word, meer as 7,700 lb is....	4
(bb) Bediener van 'n kragkraan.....	4
(cc) Ambagsmanne.....	7½
(dd) Onderbaas.....	7½
(ee) Algemene Voorman.....	7½
(ff) Kwekeling.....	2·1

(b) Die bedrae in paragraaf (a) hiervan gemeld, moet ten opsigte van elke uur of gedeelte van 'n uur gedurende elke week diens gewerk, betaal word; met dien verstande dat geen betaling moet geskied ten opsigte van oortyd of ure gewerk op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag en gedurende die jaarlike vakansietydperk voor geskryf in klousule 21 nie;

(4) (a) Die werkung van die "Vakansiefonds vir die Bouwywerheid" (hieronder die "Fonds" genoem), wat kragtens Goewermentskennisgewing No. 1926 van 20 November 1959, soos gewysig, in die lewe geroep is, word hierby voortgesit—

(b) Die Fonds bestaan uit—

- (i) die bydraes wat werkgewers ingevolge subklousule (3) hiervan moet betaal;
- (ii) enige ander geld waarop die Fonds geregtig mag word.

(5) (a) Daar mag geen bedrag ingevolge subklousule (3) ten opsigte van 'n werknemer wat vir minder as agt uur in 'n week vir 'n werkewer gewerk het, aan die Sekretaris van die Raad betaal word nie; met dien verstande dat sodanige werkewer sodanige werknemer onmiddellik by beëindiging van sy dienskontrak of aan die einde van die laaste werkdag van die week, naamlik die jongste datum, in kontant saam met sy gewone besoldiging 'n bedrag moet betaal wat bereken word deur die betrokke urloon in subklousule (3) gemeld, met die getal gewone ure wat sodanige werknemer gewerk het, te vermenigvuldig.

(b) Ingeval 'n werknemer gedurende dieselfde week deur twee of meer werkgewers in diens geneem word, moet die werkewer wat hom gedurende daardie week eerste vir minstens agt uur in diens geneem het, die bedrag ten opsigte van daardie week betaal; met dien verstande dat sodanige werkewer van die verdienste van daardie werknemer ten opsigte van daardie week 'n bedrag mag aftrek wat gelyk is aan die betrokke urloon voorgeskryf in subklousule (3) hiervan, vermenigvuldig met die verskil tussen die maksimum getal gewone werkure wat vir daardie werknemer ingevolge klousule 6 voorgeskryf word en die getal gewone ure werklik gewerk; voorts met dien verstande dat enige latere werkewer of werknemers van daardie werknemer gedurende daardie week, daardie werknemer 'n bedrag moet betaal wat bereken word deur die betrokke urloon in subklousule (3) hiervan gemeld, te vermenigvuldig met die getal gewone werkure wat hy vir sodanige werkewer gedurende daardie week gewerk het.

(c) Waar 'n werknemer in 'n week vir agt uur of langer vir dieselfde werkewer gewerk het, maar minder as die maksimum getal gewone werkure wat ingevolge klousule 6 vir hom voorgeskryf word, mag sodanige werkewer van die verdienste wat aan daardie werknemer ten opsigte van daardie week verskuldig is, 'n bedrag aftrek wat gelyk is aan die betrokke urloon in subklousule (3) hiervan voorgeskryf, vermenigvuldig met die verskil tussen die maksimum getal gewone werkure wat vir daardie werknemer ingevolge klousule 6 voorgeskryf word, en die getal gewone ure wat hy werklik gewerk het.

(d) Vir tyd gewerk gedurende die tydperk tussen die eerste Vrydag in November van elke jaar en die begin van die vakansietydperk vir daardie jaar, moet die bedrae wat ingevolge subklousule (3) aan die Sekretaris betaalbaar is, by die betalings vir die daaropvolgende twaalf maande ingesluit word.

(6) (a) Elke werkewer moet ten opsigte van die bedrae wat hy ingevolge subklousule (3) aan die Sekretaris van die Raad betaal het, elke betaaldag aan elkeen van sy betrokke werknemers, 'n bewys uittrek wat ten opsigte van die waarde van sodanige bedrae leesbaar gekanselleer is deur die werkewer se naam en die datum van uitreiking daarop aan te bring, en sodanige werknemers word deur die bepalings van hierdie klousule gebind om sodanige bewys te aanvaar.

(b) Die bewyse in paragraaf (a) hiervan bedoel, moet deur die werkewer van die Sekretaris van die Raad verkry word en die werkewer moet te alle tye 'n voldoende voorraad daarvan hou; met dien verstande dat die werkewer vir die waarde van enige ongebruikte bewyse uit die Fonds terugbetaal mag word. 'n Aansoek om sodanige terugbetaal moet aan die Fonds gerig word hoogstens ses maande na die datum waarop hierdie Ooreenkoms verstrik.

(c) The Council may, at its discretion, combine the voucher referred to in paragraph (a) hereof with any other voucher already issued by the Council in respect of any other funds administered by it, and, it shall be in such form as may be determined by the Council from time to time.

(d) Vouchers, issued in accordance with the provisions of this sub-clause, are not transferable and any employer and/or employee who assigns, transfers, cedes, pledges or hypothecates any vouchers shall forthwith cease to be entitled to any value of such vouchers; vouchers shall not be issued by an employer to an employee otherwise than in accordance with the provisions of this clause and any vouchers in possession of any person obtained in any manner other than that prescribed in this clause may be confiscated by the Council for the benefit of the general funds of the Council.

(e) No employer shall issue more than 49 vouchers to an employee in any one year ending on the first Friday in November of each year who has been in continuous employment and no employee shall be entitled to payment from the Fund of any amount in excess of 49 vouchers in respect of any period of twelve months ending on the first Friday in November of each year.

(7) *Contribution Books.*—(a) An application for a contribution book shall be made by an employee on a form to be obtained from the Secretary of the Council; such form shall be completed by the employee filling in such particulars as the Council may from time to time prescribe. The Council shall be entitled to deduct from the amount payable to an employee in terms of sub-clause (9) the sum of fifteen cents to cover the cost of the contribution book and the funds derived from the sale of all contribution books shall accrue to the general funds of the Council.

(b) Every employee, upon being issued with a voucher in terms of sub-clause (6) hereof shall affix such voucher in his contribution book which shall be retained by him.

(c) The Fund shall only recognise the official contribution book issued by the Council.

(d) Contribution books, issued in accordance with the provisions of this clause, are not transferable and any employee who assigns, cedes, pledges or hypothecates a contribution book containing vouchers shall forthwith cease to be entitled to any value attached to such vouchers which shall be forfeited to the general funds of the Council.

(e) The Council may, at its discretion, combine the contribution book with any other contribution books already issued by the Council in respect of any other funds administered by it, and, it shall be in such form as may be determined by the Council from time to time.

(8) *Payment for Public Holidays.* (Good Friday, Easter Monday and Ascension Day).—(a) Each contribution book issued by the Council to employees referred to in sub-clause (3) of this clause shall contain three detachable coupons for payment in respect of Good Friday, Easter Monday and Ascension Day.

(b) The coupons shall be in such form as the Council may decide and each coupon shall bear a number corresponding to the number of the employee's contribution book, shall stipulate the amount to be paid to the employee in respect of one day's pay and the minimum number of vouchers that must be affixed in the contribution book to entitle the employer to make payment.

(c) (i) On the pay-day for the week in which the public holiday falls, an employer shall pay to an employee the amount stipulated on the coupon referred to in paragraph (a), subject to the employee surrendering to the employer, at least two working days before the relevant public holiday, the appropriate coupon, duly signed by such employee.

(ii) An employer shall be entitled to recover from the Fund any payments made by him in terms of sub-paragraph (i); provided that the employer lodges the relevant coupon, fully completed, with the Secretary of the Council within thirty days of the relevant public holiday.

(iii) An employer shall not be entitled to a refund of the amount paid in terms of sub-paragraph (i) if the employee concerned has no vouchers in his contribution book, and in the event of the amount paid to the employee being in excess of the value of the vouchers in his contribution book, the employer shall be refunded only the value of such vouchers.

(9) *Payment from the Fund in Respect of Annual Leave.*

(a) As early as possible after the first Friday in November of each year, and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card. The Secretary shall ascertain the amount due to the employee as reflected by the value of the vouchers affixed in his contribution book and pay to the employee the amount in question on a date to be decided by the Council, but not

(c) Die Raad mag na sy goedvindie die bewys in paragraaf (a) hiervan bedoel met enige ander bewys wat die Raad reeds uitgereik het ten opsigte van enige ander fondse wat hy administreer, kombineer, en dit moet in die vorm wees wat die Raad van tyd tot tyd mag vasstel.

(d) Bewyse wat ooreenkomsdig die bepalings van hierdie subklousule uitgereik word, is nie oordraagbaar nie en enige werkewer en/of werkneem wat enige bewyse afstaan, oordra, sedeer, verpand of verhipoteker, verbeur onmiddellik sy reg op die waarde van sodanige bewyse; 'n werkewer mag nie bewyse aan 'n werkneem uitrek nie, uitgesonderd ooreenkomsdig die bepalings van hierdie klousule en die Raad mag enige bewyse in 'n persoon se besit, wat op enige ander wyse verkry is as dié wat in hierdie klousule voorgeskryf word, ten voordele van die algemene fondse van die Raad konfiseer.

(e) Geen werkewer mag meer as 49 bewyse in 'n bepaalde jaar wat op die eerste Vrydag in November van elke jaar eindig, uitrek nie aan 'n werkneem wat onafgebroek in diens was en geen werkneem is daarop geregtig om 'n bedrag wat hoer is as die van 49 bewyse ten opsigte van 'n tydperk van twaalf maande wat op die eerste Vrydag in November van elke jaar eindig, uit die Fonds betaal te word nie.

(7) *Bydraeboek.*—(a) 'n Werkneem moet op 'n vorm wat van die Sekretaris van die Raad verkrybaar is, aansoek doen om 'n bydraeboek; die werkneem moet op sodanige vorm dié besonderhede wat die Raad van tyd tot tyd mag voorstel, invul. Die Raad is daarop geregtig om die bedrag van vyftien sent van die bedrag wat ingevolge subklousule (9) aan 'n werkneem betaalbaar is, af te trek ten einde die koste van die bydraeboek te dek, en die fondse wat uit die verkope van alle bydraeboeke verkry word, moet die algemene fondse van die Raad toeval.

(b) Elke werkneem moet, wanneer 'n bewys ingevolge subklousule (6) hiervan aan hom uitgereik word, sodanige bewys vasplak in sy bydraeboek wat hy moet behou.

(c) Die Fonds erken slegs die amptelike bydraeboek wat die Raad uitrek.

(d) Bydraeboeke wat ooreenkomsdig die bepalings van hierdie klousule uitgereik word, is nie oordraagbaar nie, en enige werkneem wat 'n bydraeboek wat bewys bevat, afstaan, sedeer, verpand of verhipoteker, verbeur onmiddellik alle reg op enige waarde wat aan sodanige bewyssukkies geheg word, en sodanige bewyse word aan die algemene fondse van die Raad verbeur.

(e) Die Raad mag na sy goedvindie die bydraeboek met enige ander bydraeboeke wat die Raad reeds ten opsigte van ander fondse wat hy administreer, uitgereik het, kombineer, en dit moet in die vorm wees wat die Raad van tyd tot tyd mag vasstel.

(8) *Betaling vir openbare vakansiedae.* (Goeie Vrydag, Paasmaandag en Hemelvaartdag).—(a) Elke bydraeboek wat die Raad aan werkneemers in subklousule (3) van hierdie klousule gemeld, uitrek, moet drie koopons, wat uitgeskeur kan word, bevat vir betaling ten opsigte van Goeie Vrydag, Paasmaandag en Hemelvaartdag.

(b) Die koopons moet in die vorm wees waarop die Raad mag besluit en elke kopon moet 'n nommer hê wat met die nommer van die werkneem se bydraeboek ooreenstem, en moet die bedrag wat aan die werkneem betaal moet word ten opsigte van betaling vir een dag, en die minimum getal bewyse wat in die bydraeboek vasgeplak moet word om die werkewer die reg te verleen om die bedrag te betaal, stipuleer.

(c) (i) 'n Werkewer moet 'n werkneem op die betaaldag vir die week waarin die openbare vakansiedag val, die bedrag betaal wat op die kopon bedoel in paragraaf (a), gestipuleer word, met die voorbehoud dat die werkneem minstens twee werkdae voor die betrokke openbare vakansiedag die toeslae-like kopon, behoorlik deur sodanige werkneem geteken, aan die werkewer moet oorhandig.

(ii) 'n Werkewer is daarop geregtig om alle bedrae wat hy ingevolge subparagraaf (i) betaal het, op die Fonds te verhaal; met dien verstande dat die werkewer die betrokke kopon, behoorlik ingeval, binne dertig dae na die betrokke openbare vakansiedag by die Sekretaris van die Raad indien.

(iii) 'n Werkewer is nie op 'n terugbetaling van die bedrag wat ingevolge subparagraaf (i) betaal is, geregtig nie as die betrokke werkneem geen bewyse in sy bydraeboek het nie, en ingeval die bedrag wat aan die werkneem betaal is, hoer is as die waarde van die bewyse in sy bydraeboek, moet die werkewer slegs die waarde van sodanige bewyse terugbetaal word.

(9) *Betatings uit die Fonds ten opsigte van jaarlikse verlof.*—(a) Elke werkneem moet so gou as moontlik na die eerste Vrydag in November van elke jaar, en hoogstens een week daarna, sy bydraeboek by die Sekretaris van die Raad indien in ruil vir 'n ontvangbewyskaart. Die Sekretaris moet vasstel wat die bedrag wat aan die werkneem verplig is. Hierdie bedrag word aangedui deur die waarde van die bewyse wat in die werkneem se bydraeboek vasgeplak is, en die Sekretaris moet die betrokke bedrag op 'n datum wat die Raad vasstel, maar nie later nie as die dag

later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of sub-clauses (7) (a) and (8). Unless otherwise authorised by the Council, payments shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(b) In the event of death of an employee, the amount due from the Fund shall be paid to his estate by cheque drawn in favour of such estate upon a certified copy of the death certificate and the vouchers issued in terms of sub-clause (6) (a) to the deceased being lodged with the Secretary of the Council.

(c) The Fund shall not be liable to make payments in respect of any vouchers issued to employees in terms of sub-clause (6) (a) of this clause unless—

- (i) such vouchers are affixed in a contribution book obtained from the Council; and
- (ii) such contribution book is deposited with the Secretary of the Council before the commencement of the holiday period prescribed in sub-clause (1) of clause 21; provided that the Council may authorise the payment to any employee who has not lodged his contribution book by such date;

(d) Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(10) *Investment of Funds.*—(a) The amounts paid to the Secretary of the Council in terms of sub-clause (3) hereof shall be paid by the Council into the Fund.

(b) Any amounts held by the Council to the credit of the Fund may be invested from time to time on fixed deposit or on call with a bank or building society, and any interest accruing from such investments shall be the sole property of the Council as recompense for the administration of the Fund. No employer or employee shall have any claim in respect of such interest nor shall they be responsible for any contribution towards the expense of administering the Fund.

(11) *Audit of the Fund.*—The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account for the period ending on the 31st December of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditors of the Council who shall be public accountants and shall be countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Industrial Registrar together with any report made thereon by the said auditors. A copy of the annual accounts and balance sheet shall be available for inspection by members of the Fund.

(12) *Expiry of Agreement and Dissolution of Council.*—(a) In the event of the expiry of this Agreement 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;

(b) in the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of section thirty-four (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 trustees shall possess all the powers of the committee for such purpose. Upon the expiration of this Agreement the Fund shall be liquidated by the committee functioning in terms of this paragraph, or the trustee or trustees, as the case may be, in the manner set forth in sub-clause (13) of this clause, and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

voor die vakansietydperk begin, aan die werknemer betaal nadat bedrae wat die Raad ingevolge subklousule (7) (a) en (8) betaal het, indien daar is, afgetrek is. Tensy die Raad 'n ander magtiging verleen, moet betalings per tjeuk ten voordele van die werknemer geskied, en geen bevel of magtiging om dit aan enigiemand anders te betaal, word erken nie.

(b) Ingeval 'n werknemer te sterwe kom, moet die bedrag wat uit die Fonds verskuldig is met 'n tjeuk wat ten gunste van sy boedel getrek is, in sodanige boedel inbetaal word nadat 'n gesertifiseerde kopie van die sterftesertifikaat en die bewyse wat ingevolge subklousule (6) (a) aan die gestorwene uitgereik is, by die Sekretaris van die Raad ingedien is.

(c) Die Fonds is nie aanspreeklik daarvoor om bedrae ten opsigte van bewyse wat ingevolge subklousule (6) (a) van hierdie klousule aan werknemers uitgereik is, te betaal nie, tensy—

(i) sodanige bewyse in 'n bydraeboek wat van die Raad verkry is, vaseplak is; en

(ii) sodanige bydraeboek voor die vakansietydperk voorgeskryf in subklousule (1) van klousule 21 begin, by die Sekretaris van die Raad ingedien is; met dien verstaande dat die Raad magtiging daartoe mag verleen dat 'n bedrag betaal word aan 'n werknemer wat nie sy bydraeboek teen sodanige datum ingedien het nie.

(d) Indien 'n werknemer sou versuim om sy vakansiebetaling binne 'n tydperk van ses maande vanaf die datum waarop die vakansietydperk begin, te eis, word dit verbeur en val dit die algemene fondse van die Raad toe. Die Raad moet egter alle eise om betaling na genoemde tydperk ingedien, oorweeg, en hy mag na sy goedvindie die betaling daarvan magtig.

(10) *Belegging van Fondse.*—(a) Die bedrae wat ingevolge subklousule (3) hiervan aan die Sekretaris van die Raad betaal is, moet deur die Raad in die Fonds gestort word.

(b) Alle bedrae wat in die besit van die Raad is en waarin die Fonds gekrediteer is, mag van tyd tot tyd as 'n vaste of onmiddellik opeisbare deposito by 'n bank of bouvereniging belê word, en alle rente wat uit sodanige beleggings ooploop, is die alleenbesit van die Raad as vergoeding vir die administrasie van die Fonds. Geen werkewer of werknemer het enige aanspraak ten opsigte van sodanige rente nie, en hulle is ook nie verantwoordelik vir enige bydrae tot die koste om die Fonds te administreer nie.

(11) *Ouditering van die Fonds.*—Die Raad moet volledig en korrek van die Fonds laat boekhou en vir die tydperk wat op 31 Desember van elke jaar eindig, 'n jaarlike rekening van al die inkomstes en uitgawes van die Fonds, en 'n staat wat die bates en laste daarvan toon, laat opstel. Die ouditeure van die Raad, wat openbare rekenmeesters moet wees, moet elke sodanige rekening en staat sertifiseer en die Voorsitter van die Raad moet dit medeonderteken, en dit moet saam met enige verslag wat genoemde ouditeure daaroor doen binne drie maande na die einde van die tydperk wat daardoor gedeck word, aan die Nywerheidsregister gestuur word. 'n Kopie van die jaarlike rekeninge en balansstaat moet vir ondersoek deur lede van die Fonds beskikbaar wees.

(12) *Verstryking van Ooreenkoms en ontbinding van die Raad.*—(a) Ingeval hierdie Ooreenkoms weens verloop van tyd verval of om 'n ander rede gestaak word, moet die Fonds nog deur die Raad geadministreer word totdat die Raad dit of likwider of oordra na 'n ander fonds wat vir dieselfde doel gestig is as die waarvoor die oorspronklike fonds in die lewe geioep is.

(b) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet bindend is, mag die Nywerheidsregister 'n komitee uit die geledere van die werkewers en die werknemers in die Nywerheid aanstel op 'n grondslag van gelyke verteenwoordiging aan albei kante, en die Fonds moet dan deur sodanige Komitee geadministreer word. 'n Vakature in die Komitee mag deur die Minister gevul word uit die geledere van die werkewers of die werknemers, na gelang van die geval, ten einde te verseker dat daar ewe veel verteenwoordigers van die werkewers en die werknemers in die Komitee is. Ingeval sodanige Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval daar 'n dooie punt ontstaan wat die administrasie van die Fonds na die mening van die Minister ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die Komitee uit te voer, en sodanige trustee het vir hierdie doel al die bevoegdhede van die Komitee. By die verstryking van hierdie Ooreenkoms moet die Fonds deur die Komitee wat kragtens hierdie paragraaf funksioneer of deur die trustee of trustees, na gelang van die geval, gelikwider word op die manier soos voorgeskryf in subklousule (13) van hierdie klousule, en as die sake van die Raad by die verstryking van die Ooreenkoms alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie Fonds ooreenkonsig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(13) *Liquidation of the Fund.*—Upon liquidation of the Fund in terms of sub-clause (12) 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.

(14) The amounts to be paid by an employer in terms of sub-clause (3) hereof, shall be accompanied by a statement which shall be in such form and contain such particulars as the Council may from time to time prescribe and may include any other amounts payable by an employer to the Secretary of the Council in terms of this Agreement.

CLAUSE 23.—BENEFIT SCHEME.

(1) The operation of the Benefit Fund established under Government Notice No. 65 of the 13th January, 1956 and known as the "Building Industry Benefit Fund" (hereinafter referred to as the "Benefit Fund" or the "Fund") is hereby continued.

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

- (a) to recompense members for loss of earnings arising out of sickness or accident;
- (b) to provide gratuities and/or annuities for members in the case of permanent disability;
- (c) to compensate members for the loss of their tools by theft from lock-ups and workshops;
- (d) to provide benefits for members in the form of gratuities in the case of—
 - (i) retirement on account of old age;
 - (ii) death;
- (e) to assist members in regard to the costs of medical services as may be specified in the rules from time to time;
- (f) to take such measures and do such things as the Council deems necessary for the prevention of sickness, accidents, and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Industry;
- (g) without in any way detracting from or interfering with a member's free choice of service, to contract—
 - (i) with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;
 - (ii) with any other person, body, institution or authority in respect of medical services as may be specified in the rules from time to time;
- (h) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects.

(3) *Membership.*—(a) Membership of the Fund shall be compulsory for employees for whom wages are prescribed in clause 4 (1) (h) of this Agreement.

(b) Persons other than those referred to in paragraph (a) hereof, who are directly engaged or employed in the Industry may, at the discretion of the management committee, be admitted to membership, and the provisions of this clause shall *mutatis mutandis* apply to such persons.

(4) *Administration.*—(a) The Benefit Fund shall be administered by a management committee appointed by the Council from amongst its members and shall consist of an equal number of representatives of the employers and employees. The provisions of the Council's constitution relating to the election of a chairman and a vice-chairman, their period of office and the calling and conduct of meetings of the Council, shall *mutatis mutandis* apply in the case of the management committee.

(b) The Benefit Fund shall be administered in accordance with the rules prescribed for the purpose by the Council and such rules shall not be inconsistent with the provisions of this Agreement, the Act or any law and shall, *inter alia*, prescribe—

- (i) the Fund's benefits and the qualifications attached thereto;
- (ii) the procedure and lodging of claims;
- (iii) any other matters which the Council may decide.

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

(d) The committee shall appoint a secretary who shall be known as the Secretary of the Benefit Fund and such other staff as may be necessary for the proper administration of the Fund.

(e) The committee may refuse and/or withhold any or all benefits from any member and/or his dependants who, in its opinion has acted in a manner calculated or reasonably likely

(13) *Likwidasie van die Fonds.*—By die likwidasie van die Fonds ooreenkomsdig die bepalings van subklousule (12) van hierdie klousule, moet die geld wat in die kredit van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van die administrasie- en likwidasiekoste, betaal is, in die algemene fondse van die Raad gestort word.

(14) Die bedrae wat die werkewer ingevolge subklousule (3) hiervan moet betaal, moet vergesel gaan van 'n staat wat in dié vorm moet wees en dié besonderhede moet bevat wat die Raad van tyd tot tyd mag voorskryf, en mag alle ander bedrae wat 'n werkewer ingevolge hierdie Ooreenkoms aan die Sekretaris van die Raad moet betaal, insluit.

KLOUSULE 23.—BYSTANDSKEMA.

(1) Die werkung van die Bystandsfonds wat kragtens Goewernementskennisgewing No. 65 van 13 Januarie 1956 in die lewe geroep is en bekend staan as die "Bystandsfonds vir die Bouwerheid" (hieronder die "Bystandsfonds" of die "Fonds" genoem) word hier voortgesit.

(2) *Doelstellings.*—Die doelstellings van die Bystandsfonds is—

- (a) om lede te vergoed vir verlies aan verdienste wat voortspruit uit siekte of 'n ongeluk;
- (b) om in die geval van permanente ongeskiktheid, gratifikasies en/of jaargeld aan lede te verskaf;
- (c) om lede te vergoed vir die verlies van hul gereedskap deur diefstal uit toesluiteplekke en werkwinkele;
- (d) om bystand in die vorm van gratifikasies aan lede te verskaf ingeval van—
 - (i) aftreding weens ouderdom;
 - (ii) afsterwe;
- (e) om lede by te staan met betrekking tot die koste van mediese dienste wat van tyd tot tyd in die reëls gespesifieer mag word;
- (f) om die maatreëls te tref en die dinge te doen wat die Raad nodig mag ag vir die voorkoming van siekte, ongelukke, en vir die verbetering en bevordering van gesondheid van lede, afhanklikes en persone wat in die Nywerheid in diens of werkzaam is;
- (g) sonder om enigsins aan 'n lid se vrye keuse van diens afbreuk te doen of om daar mee in te meng, om 'n kontrak aan te gaan—
 - (i) met enige hospitaal, geregistreerde verpleeginrigting of soortgelyke instigting om siek of herstellende lede en hul afhanklikes te versorg;
 - (ii) met enige ander persoon, liggaam, instigting of owerheid ten opsigte van mediese dienste wat van tyd tot tyd in die reëls gespesifieer mag word;
- (h) om al dié dinge te doen wat nodig is vir, gepaard gaan met en bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die bereiking van bovenoemde doelstellings.

(3) *Lidmaatskap.*—(a) Lidmaatskap van die Fonds is verpligtend vir werkemers vir wie lone in klousule 4 (1) (h) van hierdie Ooreenkoms voorgeskryf word.

(b) Persone, uitgesonderd diegene in paragraaf (a) hiervan genoem, wat regstreeks in die Nywerheid werkzaam is of in diens is mag, na goedvind van die bestuurskomitee, as lede toegelaat word, en die bepalings van hierdie klousule is *mutatis mutandis* op dié persone van toepassing.

(4) *Administrasie.*—(a) Die Bystandsfonds moet geadministreer word deur 'n bestuurskomitee wat die Raad uit sy lede aangestel het en moet bestaan uit 'n gelyke aantal werkgewers- en werkemersverteenvoerders. Die bepalings van die konstitusie van die Raad wat betrekking het op die verkiesing van 'n voorsitter en 'n ondervoorsitter, hul ampstermyne en die byeenroeping en prosedure van vergaderings van die Raad, is *mutatis mutandis* in die geval van die bestuurskomitee van toepassing.

(b) Die Bystandsfonds moet ooreenkomsdig die reëls wat die Raad vir die doel voorskryf, geadministreer word en sodanige reëls mag nie met die bepalings van hierdie Ooreenkoms, die Wet of 'n wet onbestaanbaar wees nie en moet, onder andere die volgende voorskryf—

- (i) die bystand van die Fonds en die kwalifikasies wat daaraan verbonde is;
- (ii) die prosedure by en indiening van e'se;
- (iii) alle ander aangeleenthede waarop die Raad mag besluit.

(c) Die Raad mag te eniger tyd nuwe reëls opstel, of bestaande reëls wysig of herroep; kopieë van die reëls van die Fonds en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(d) Die komitee moet 'n sekretaris, wat bekend moet staan as die sekretaris van die Bystandsfonds en dié ander personeel wat nodig mag wees vir die behoorlike administrasie van die Fonds aanstaan.

(e) Die komitee mag enige of alle bystand aan 'n lid en/of sy afhanklikes wat na die mening van die komitee op 'n wyse gehandel het wat bereken is om die belang van die Fonds of sy lede skade te berokken, of wat in alle redelike waarskynlikheid sodanige skade kan berokken, weier en/of terughou; met

to injure the interest of the Fund or its members; provided that such members shall be given the opportunity of submitting an appeal against the decision of the committee to the Council whose decision shall be final.

(f) Any disputes concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Fund, which the committee is unable to settle, shall be referred to the Council for decision.

(g) The members of the management committee, the secretary, officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(5) Contributions.—(a) Payments by the Employer.—An employer shall pay to each employee in his employ for whom wages are prescribed in clause 4 (1) (h) an amount of 2·4 cents in respect of each hour worked during the week; provided that—

- (i) no payment shall be made in respect of overtime or the public holidays referred to in clause 21;
- (ii) for time worked during the period between the first Friday in November of each year and the commencement of the holiday period for that year, the amount payable shall be included in the payments for the ensuing twelve months;
- (iii) in the event of an employee working for an employer for less than eight hours in any week, the amount due in terms of this sub-clause shall be paid immediately on termination of his employment or at the end of the last working day, whichever is the earlier.

(b) Deductions from Employee.—(i) An employer shall deduct from the weekly remuneration due to each employee for whom wages are prescribed in clause 4 (1) (h) an amount of R2.01 per week.

(ii) Where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than eight hours.

(iii) No deduction shall be made in respect of an employee who has worked for an employer for less than eight hours in any week.

(c) Purchase of Vouchers.—The amounts deducted in terms of paragraph (b) shall be paid weekly by the employer to the Secretary of the Council, who shall issue vouchers to the employer concerned for all amounts so paid. An adequate reserve of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made within six months after the date of expiration of this Agreement.

(d) Issue of Vouchers.—(i) An employer shall in respect of the amounts deducted by him in terms of paragraph (b) of this sub-clause, issue on each pay-day to each of his employees concerned, a voucher legibly cancelled with the name of the employer and the date of issue, to the value of such amounts, and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain; provided that the Council may issue a composite voucher to include payments made in terms of clauses 22, 24 and 25 of this Agreement.

(ii) An application for a contribution book shall be made by an employee on a form to be obtained from the Council; such form shall be completed by the employee filling in such particulars as the Council may from time to time prescribed.

(iii) Contribution books and vouchers issued to employees shall not be transferable nor shall they be ceded or pledged. Vouchers acquired by any person, otherwise than in accordance with this clause, may be confiscated by the Council for the benefit of its general funds.

(iv) No vouchers shall be issued to an employee except in accordance with this clause and no employee shall be entitled to more than 49 weekly credits in terms of paragraph (f) of this sub-clause in respect of any period of twelve months ending on the first Friday in November of each year.

(e) Assessment of Contributions.—As early as possible after the first Friday in November of each year and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council for the purpose of computing the contributions to be credited to the employee during the year concerned.

dien verstande dat sodanige lede die geleentheid gegee moet word om by die Raad, wie se beslissing final is, appèl aan te teken teen die beslissing van die komitee.

(f) Alle geskille in verband met die vertolkking, betekenis of bedoeling van enige van die bepalings van hierdie klousule of in verband met die administrasie van die Fonds, wat die komitee nie in staat is om te skik nie, moet na die Raad vir sy beslissing verwys word.

(g) Die lede van die bestuurskomitee, die sekretaris, beampies en werknemers van die Fonds, is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese wat hulle ly en uitgawes wat hulle aangaan by of in verband met die *bona fide* verryging van hul pligte.

(5) Bydraes.—(a) Betalings deur die werkewer.—'n Werkewer moet aan elke werknemer in sy diens vir wie lone in klousule 4 (1) (h) voorgeskryf word, 'n bedrag van 24 sent ten opsigte van elke uur gedurende die week gewerk, betaal; met dien verstande dat—

(i) daar geen bedrag betaal moet word nie ten opsigte van oortydwerk of die openbare vakansiedae in klousule 21 genoem;

(ii) die bedrag betaalbaar vir tyd gewerk gedurende die tydperk tussen die eerste Vrydag in November van elke jaar en die begin van die vakansietyelperk van daardie jaar, by die betalings vir die daaropvolgende twaalf maande ingesluit moet word;

(iii) ingeval 'n werknemer vir minder as 8 uur in 'n bepaalde week vir 'n werkewer werk, die bedrag wat ingevolge hierdie subklousule verskuldig is, onmiddellik by die beëindiging van sy diens betaal moet word, of aan die einde van die laaste werkdag, naamlik die vroeegste datum.

(b) Aftrekings van werknemer.—(i) 'n Werkewer moet 'n bedrag van R2.01 per week aftrek van die weeklikse besoldiging wat aan elke werknemer vir wie lone voorgeskryf word in klousule 4 (1) (h), verskuldig is.

(ii) Waar 'n werknemer gedurende dieselfde week deur twee of meer werknemers in diens geneem word, moet die bedrag wat vir daardie week afgetrek word, deur die werkewer wat hom eerst in daardie week vir minstens agt uur in diens geneem het, afgetrek word.

(iii) Geen bedrag mag afgetrek word nie ten opsigte van 'n werknemer wat vir minder as agt uur in 'n week vir 'n werkewer gewerk het.

(c) Koop van bewyse.—Die bedrae wat ingevolge paragraaf (b) afgetrek word, moet weekliks deur die werkewer aan die Sekretaris van die Raad betaal word, en die Sekretaris moet aan die betrokke werkewer bewyse uitrek vir alle bedrae wat aldus betaal is. 'n Werkewer moet toe alle tye 'n voldoende voorraad bewyse hou; met dien verstande dat 'n werkewer vir die waarde van ongebruikte bewyse 'n terugbetaling van die Raad kan verkry. Aansoek om sodanige terugbetaling moet binne ses maande na die datum van verstrekking van hierdie Ooreenkoms gedoen word.

(d) Uitreiking van bewyse.—(i) 'n Werkewer moet ten opsigte van die bedrae wat hy ingevolge paragraaf (b) van hierdie subklousule afrek, elke betaaldag aan elkeen van sy betrokke werknemers 'n bewys uitrek wat ten opsigte van die waarde van sodanige bedrae leesbaar gekanselleer is deur die werkewer se naam en datum van uitreiking daarop aan te bring, en die werknemer moet sodanige bewys vasplak in 'n bydraeboek wat hy van die Sekretaris van die Raad verkry het en wat die werknemer moet behou; met dien verstande dat die Raad 'n saamgestelde bewys mag uitrek wat die bedrae wat ingevolge klousules 22, 24 en 25 van hierdie Ooreenkoms betaal is, insluit.

(ii) 'n Werknemer moet op 'n vorm wat hy van die Raad verkry het, aansoek doen om 'n bydraeboek; die werknemer moet op sodanige vorm dié besonderhede invul wat die Raad van tyd tot tyd mag voorschryf.

(iii) Bydraeboeke en bewyse wat aan werknemers uitgereik is, is nie oordraagbaar nie en mag ook nie gesedeer of afgestaan word nie. Bewyse wat 'n persoon op 'n ander wyse as ooreenkomsdig hierdie klousule bekom, mag deur die Raad gekonfiskeer word ten voordele van sy algemene fondse.

(iv) Geen bewyse mag aan 'n werknemer uitgereik word nie, uitgesonderd ooreenkomsdig hierdie klousule en geen werknemer is op meer as 49 weeklike kredits ingevolge paragraaf (f) van hierdie subklousule geregtig nie ten opsigte van enige tydperk van twaalf maande wat op die eerste Vrydag in November van elke jaar eindig.

(e) Waardeberekening van bydraes.—Elke werknemer moet so gou moontlik na die eerste Vrydag in November van elke jaar, en hoogstens een week daarna, sy bydraeboek by die Sekretaris van die Raad indien sodat die bydraes waarmee die werknemer gedurende die betrokke jaar gekrediteer moet word, bereken kan word.

(f) *Allocation of Contributions.*—(i) The amounts paid to the Council in terms of paragraph (c) of this sub-clause shall be paid into the Benefit Fund and shall be applied as follows:—

(A) 31 cents of each unit of R2.01 to provide for—

(aa) loss of earnings arising out of sickness or accident, and for gratuities or annuities in the case of permanent disability;

(bb) compensation to employees for the loss of their tools by theft from lock-ups and workshops; provided that if an employee loses his tools due to the acts of omissions of an employer as described in sub-clause (2) of clause 10, the employer of such employee shall be responsible for the total value of such lost tools;

(B) 70 cents of each unit of R2.01 to provide for benefits in the form of gratuities in the case of—

(aa) retirement on account of old age; and

(bb) death, towards which end the Council shall be empowered to enter into an agreement or agreements with any insurance company or companies with the object of securing retirement and death benefits for employees.

(C) R1 of each unit of R2.01 to provide for medical aid benefits for employees and/or their dependants arising from personal accident or sickness.

(6) *Finance.*—(a) All moneys accruing to the Benefit 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) The moneys of the Benefit Fund shall be applied to the payment of benefits as prescribed in the Schedules to this clause and to payment of any expenditure incurred in connection with the administration of the Benefit Fund.

(c) Surplus funds shall not be invested otherwise than in—

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

(ii) National Savings Certificates;

(iii) Post Office Savings Accounts or Certificates;

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

(v) any other manner approved by the Registrar.

Any interest derived from such investments shall accrue to the Benefit Fund.

(d) All payments from the Benefit Fund shall be made by cheque signed by the chairman or vice-chairman of the management committee and countersigned by the secretary or by such other persons as the management committee may from time to time decide.

(e) Not later than the 31st March in each year, the management committee shall submit to the Council statements audited by a public accountant, appointed by the Council and countersigned by the chairman of the management committee, showing—

(i) the income and expenditure of the Benefit Fund during the twelve months ended 31st December preceding;

(ii) the assets and liabilities of the Benefit Fund at the end of the twelve-month period mentioned.

The certified accounts and statement and any report made by the auditor thereon shall thereafter lie for inspection at the office of the Council and copies thereof shall, within three months of the close of the period covered thereby, be transmitted to the Registrar.

(f) If at any time the amount standing to the credit of the Benefit Fund falls below R20,000 payment of benefits shall be suspended and further payment shall not recommence until the amount standing to the credit of the Benefit Fund has reached the sum of R40,000; provided that upon payment of benefits being resumed, claims made during such period shall be met in the order in which they were received.

(g) All expenses incurred in connection with the administration of the Benefit Fund shall be a charge on that Fund.

(7) *Benefits.*—(a) Benefits accruing to members and/or their dependants shall be of the nature and to the extent prescribed in Schedules A and B to this clause.

(f) *Toewysing van bydraes.*—(i) Die bedrae wat ingevolge paraaf (c) van hierdie subklousule aan die Raad betaal is, moet in die Bystandsfonds gestort word en moet soos volg aangewend word—

(A) 31 sent van elke eenheid van R2.01 om voorsiening te maak vir—

(aa) verlies van verdienste wat voortspruit uit siekte of 'n ongeluk, en vir gratifikasies of jaargelde in die geval van permanente ongesiktheid;

(bb) vergoeding aan werknemers vir die verlies van hulle gereedskap deur diefstal uit toesluitplekke en werk-winkels; met dien verstande dat indien 'n werknemer sy gereedskap verloor as gevolg van die doen of late van 'n werkgewer soos omskryf in sub-klousule (2) van klousule 10, die werkgewer van sodanige werknemer vir die totale waarde van sodanige verlore gereedskap verantwoordelik is;

(B) 70 sent van elke eenheid van R2.01 om voorsiening te maak vir bystand in die vorm van gratifikasies in die geval van—

(aa) aftreding weens ouderdom; en

(bb) afsterwe, en om hierdie doel te bereik het die Raad die bevoegdheid om 'n ooreenkoms of ooreenkomste aan te gaan met 'n versekeringsmaatskappy of maatskappye ten einde bystand vir aftreding en by sterfte vir werknemers te verkry.

(C) R1.00 van elke eenheid van R2.01 om voorsiening te maak vir mediese bystand vir werknemers en/of hul afhanglikes wat voortspruit uit 'n persoonlike ongeluk of siekte.

(6) *Finansies.*—(a) Alle gelde wat die Bystandsfonds toeval moet in 'n bankrekening wat vir die doel geopen is, gestort word, en alle gelde wat ontvang word moet binne drie dae na die datum van ontvangs daarin gestort word.

(b) Die gelde van die Bystandsfonds moet aangewend word om die bystand te betaal wat in die Bylaes by hierdie klousule voorgeskryf word en om alle uitgawes wat in verband met die administrasie van die Bystandsfonds aangegaan word, te betaal.

(c) Surplusfondse mag op geen ander wyse as die volgende belê word nie—

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

(ii) Nasionale spaarsertifikate;

(iii) Poskantoorspaarrekenings of -sertifikate;

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

(v) op enige ander wyse wat deur die Registrateur goedgekeur word.

Alle rente wat uit sodanige beleggings verkry word, val die Bystandsfonds toe.

(d) Alle betalings uit die Bystandsfonds geskied per thek wat deur die voorstuur van die bestuurskomitee onderteken word en deur die sekretaris of deur sodanige ander persone wat die bestuurskomitee van tyd tot tyd op mag besluit, mede-onderteken word.

(e) Die bestuurskomitee moet voor of op 31 Maart van elke jaar aan die Raad state voorlê wat deur 'n openbare rekenmeester, aangestel deur die Raad, gouditeer is, en die voorstuur van die bestuurskomitee moet sodanige state wat die volgende aantoon, mede-onderteken:—

(i) die inkomste en uitgawes van die Bystandsfonds gedurende die twaalf maande wat op die voorafgaande 31ste Desember geëindig het;

(ii) die bates en laste van die Bystandsfonds aan die einde van genoemde tydperk van 12 maande.

Die gesertiseerde rekenings en staat en enige verslag wat die ouditeur daaroor doen, moet daarna by die kantoor van die Raad ter insae lê en kopie daarvan moet binne drie maande na die sluiting van die tydperk wat daardeur gedek word, aan die Registrateur gestuur word.

(f) Indien die bedrag wat in die kredit van die Bystandsfonds staan te eniger tyd onder R20,000 daal, moet alle betaling van bystand opgeskort word en verdere betaling mag nie hervat word nie tot tyd en wyl die bedrag wat in die kredit van die Bystandsfonds staan, R40,000 bereik het nie; met dien verstande dat, wanneer betaling van bystand hervat word, eise wat gedurende sodanige tydperk ingestel is, in die volgorde waarin hulle ontvang is, betaal moet word.

(g) Alle uitgawes wat in verband met die administrasie van die Bystandsfonds aangegaan word, word teen dié Fonds in rekening gebring.

(7) *Bystand.*—(a) Bystand wat lede en/of hul afhanglikes toekom, moet van die aard en omvang wees soos voorgeskryf in Bylaes A en B van hierdie klousule.

(b) Benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of himself and his dependants shall be terminated.

(8) *Dissolution and Winding Up.*—(a) Upon expiry of the Agreement or any extension thereof and in the event of no subsequent Agreement being negotiated for the purpose of continuing the operation of the Fund within three months from expiry of the Agreement or any extension thereof, the Benefit Fund shall be administered by the management committee and, in the event of a subsequent agreement not being negotiated within a period of two years from the date of expiry of the Agreement or any extension thereof, the Benefit Fund shall be liquidated by the management committee, in which event the provisions of clause 13 of the Council's constitution shall *mutatis mutandis* apply.

(b) In the event of the management committee being unable to administer and/or being unable or unwilling to discharge its duties, or a deadlock arising thereon, which renders the administration of the Benefit 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 who shall possess all the powers of the committee for such purpose.

(c) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which the Agreement is binding in terms of section thirty-four (2) of the Act, the Benefit Fund shall continue to be administered by the management committee in office at the time. 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 Benefit 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 power of the committee for such purpose. Upon the expiry of the Agreement the Benefit Fund shall be liquidated by the committee in office or the trustee or trustees appointed by the Registrar, in which event the provisions of clause 13 of the Council's Constitution shall *mutatis mutandis* apply.

SCHEDULE A

(1) *General Provisions.*—(a) No payment shall be made to a member in terms of this Schedule—

- (i) if the applicant fails to supply any relevant information which the management committee may require;
- (ii) unless he has made contributions to the Benefit Fund in respect of at least twenty-six weeks.

(b) Members called up for active service or for military duty shall be exempt from paying contributions to the Benefit Fund and shall not be entitled to any benefits therefrom whilst carrying on such duties.

(c) In the event of a member leaving the Industry, the following provisions shall apply:—

- (i) If his absence from the Industry does not exceed three months, he shall be entitled to full benefits immediately upon returning;
- (ii) if his absence exceeds three months but not one year, he shall be entitled to full benefits after making contributions in respect of not less than twelve weeks;
- (iii) if his absence exceeds one year, he shall be entitled to benefits only after making contributions in respect of not less than twenty-six weeks.

(d) Notwithstanding anything to the contrary contained in this clause, a member shall not be entitled to the benefits referred to in sub-clause (2) (a) of this Schedule—

- (i) if he is in receipt of periodical payments as defined in the Workmen's Compensation Act, 1941;
- (ii) if he is suffering from alcoholism, drug addiction or their sequelae or is incapacitated through sickness due to his own wilful negligence or misconduct;
- (iii) if he fails or declines to observe the instructions of a doctor or if, in the opinion of a doctor, he has by his own wilful actions aggravated his condition or retarded his recovery.

(2) *Benefits.*—(a) *Sickness or Accident.*—(i) A member who by reason of sickness or accident is unable to follow his employment shall be entitled to sick benefits in accordance with the following provisions:—

(aa) In a cycle of one year from the date on which he is unable to work, he shall be entitled to R2 per working day for a period not exceeding sixty-five working days and thereafter R1.20 per working day for a further period of sixty-five working days and, in addition, an amount of R5.18

(b) Bystand wat die Fonds verskaf, is nie oordraagbaar nie en 'n lid wat probeer om sy regte af te staan, oor te dra, te sedere, te verpand of te verhipoteker, verbeur onmiddellik sy reg op enige bystand hoegenaamd en sy lidmaatskap van die Fonds ten opsigte van homself en sy afhanklikes word onmiddellik beëindig.

(8) *Ontbinding en likwidasie.*—(a) By verstryking van die Ooreenkoms of enige verlenging daarvan en indien geen daarvolgende Ooreenkoms binne drie maande vanaf die verstryking van die Ooreenkoms of enige verlenging daarvan aangegaan word om die werking van die Fonds voort te sit nie, word die Bystandsfonds deur die bestuurskomitee geadministreer en in geval 'n daarvolgende ooreenkoms nie binne 'n tydperk van twee jaar vanaf die vervaldatum van die Ooreenkoms of enige verlenging daarvan aangegaan word nie, word die Bystandsfonds deur die bestuurskomitee gelikwiede, en in dié geval is die bepalings van klosule 13 van die Raad se konstitusie *mutatis mutandis* van toepassing.

(b) Ingeval die bestuurskomitee nie daartoe in staat is om die administrasie waar te neem nie en/of nie daartoe in staat is nie of onwillig is om sy pligte uit te voer, of in geval hy voor 'n dooie punt te staan kom wat die administrasie van die Bystandsfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan die Registrateur 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, wat vir sodanige doel oor al die bevoegdhede van die komitee beskik.

(c) Ingeval die Raad ontbind of ophou om te funksioneer gedurende enige tydperk waarin die Ooreenkoms ingevolge artikel vier-en-dertig (2) van die Wet bindend is, gaan die bestuurskomitee wat op daardie tydstip diens doen, voort om die Bystandsfonds te administreer. Enige vakature wat in die komitee ontstaan, mag deur die Registrateur gevul word uit die werkgewers of die werkemers, na gelang van die geval, ten einde te verscker dat daar 'n gelyke getal verteenwoordigers van die werkgewers en werkemers in die komitee is. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of in geval hy voor 'n dooie punt te staan kom wat die administrasie van die Bystandsfonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee beskik vir sodanige doel oor al die bevoegdhede van die komitee. By die verstryking van die Ooreenkoms word die Bystandsfonds gelikwiede deur die diensdoende komitee of die trustee of trustees deur die Registrateur aangestel, en in dié geval is die bepalings van klosule 13 van die konstitusie van die Raad *mutatis mutandis* van toepassing.

BYLAE A.

(1) *Algemene bepalings.*—(a) Geen bedrag mag ingevolge hierdie Bylae aan 'n lid betaal word nie.

(i) indien die applikant versuim om die bestuurskomitee te voorsien van enige relevante inligting wat die komitee mag vereis;

(ii) tensy hy ten opsigte van minstens ses-en-twintig weke tot die Bystandsfonds bygedra het.

(b) Lede wat vir aktiewe diens of vir militêre diens opgeroep word, is vrygestel van die betaling van bydraes tot die Bystandsfonds en is nie op bystand uit die Fonds geregtig nie solank hulle sodanige diens verrig.

(c) Ingeval 'n lid die Nywerheid verlaat, is die volgende bepalings van toepassing:—

(i) As hy nie vir langer as drie maande uit die Nywerheid afwesig was nie, is hy onmiddellik by sy terugkeer op die volle bystand geregtig;

(ii) as hy vir langer as drie maande maar nie vir langer as een jaar nie afwesig was, is hy op die volle bystand geregtig nadat hy ten opsigte van minstens twaalf weke bygedra het;

(iii) as hy vir langer as een jaar afwesig was, is hy op bystand geregtig slegs nadat hy ten opsigte van minstens ses-en-twintig weke bygedra het.

(d) Ondanks andersluidende bepalings in hierdie klosule is 'n lid nie geregtig op die bystand genoem in subklosule (2) (a) van van hierdie Bylae nie—

(i) as hy in ontvangs is van periodieke uitkerings soos omskryf in die Ongevallewet, 1941;

(ii) as hy aan alkoholisme ly, aan verdowingsmiddels verslaaf is of aan die gevolge daarvan ly of as hy ongeskik is weens siekte wat aan sy eie opsetlike nalatigheid of wangedrag te wyte is;

(iii) as hy versuim of weier om die opdragte van 'n dokter uit te voer of as hy, na die mening van 'n dokter, weens sy eie opsetlike optrede sy toestand vererger of sy herstelling vertraag het.

(2) *Bystand.*—(a) *Siekte of 'n ongeluk.*—(i) 'n Lid wat weens siekte of 'n ongeluk nie daartoe in staat is om sy werk te verrig nie, is geregtig op siektebystand ooreenkomsdig die volgende voorwaarde:—

(aa) In 'n kringloop van een jaar vanaf die datum waarop hy ongeskik geword het om te werk, is hy geregtig op R4.00 per werkdag vir 'n tydperk van hoogstens twintig werkdae

in respect of each completed consecutive period of five working days, provided that the amount of R5.18 shall accrue in the form of a voucher, to be affixed in the member's contribution book and redeemed annually in the manner prescribed in sub-clause (9) of clause 22 of this Agreement;

(bb) if at the end of 130 days in the first cycle of one year from the date on which a member is unable to work, a general practitioner appointed by the management committee reports that such member is permanently disabled from following his occupation, such member shall cease to be entitled to benefits in terms of this sub-clause. The management committee shall call for a report not less than four weeks before expiry of the 130 days referred to above, and such report must be furnished by the member concerned before expiry of the 130 days; provided that this period may be extended by the management committee for good cause;

(cc) if at the end of 130 days the general practitioner reports that the member will still be able to follow his employment the member shall continue to receive benefits at the rate of R1.20 per working day until the end of the first cycle of one year from the date on which he is unable to work;

(dd) if at the end of the first or any succeeding cycle of one year a member is still unable to follow his employment, he shall at the beginning of the next cycle of one year be entitled to R2 per working day for 65 working days and thereafter to R1.20 per working day for 65 working days;

(ee) the management committee may at any time after a member has received sick pay for more than 130 days call upon the member to produce a medical report from the general practitioner appointed by the management committee and if the said general practitioner reports that the member concerned is permanently disabled from following his employment, the member shall cease to be entitled to sick benefits from a date to be fixed by the management committee and shall be advised of such date in writing by the Secretary;

(ii) (aa) a member shall not be entitled to sick benefits if the period of his absence from work due to sickness or accident does not exceed five consecutive working days;

(bb) should the period of absence due to sickness or accident exceed five consecutive working days, sick benefits will commence from the first day from which he is unable to follow his employment.

(iii) Where a member after receiving sick benefits in terms of sub-paragraph (i) of this paragraph resumes work and makes contributions to the Fund for a period of at least 12 weeks, a new cycle of one year shall start from the date on which such member is again unable to work, and thereafter the provisions of paragraph (i) shall *mutatis mutandis* apply.

(b) *Permanent Disability.*—(i) Applications for benefits under this heading will be considered from—

(aa) persons who, in the opinion of the management committee, satisfactorily show that they are or were bona fide employees in any operations normally performed by employees in the building industry covered by this clause;

(bb) persons included in the category referred to in the foregoing paragraph who are incapable of working at their trade due to an injury, loss of sight and physical incapacity, including incapacity due to old age, other than cases adequately covered by the Workmen's Compensation Act;

(cc) persons in receipt of benefits as prescribed in paragraph (2) (a) who are permanently disabled and incapable of working at their trade.

(ii) The scale of benefits shall be based on an applicant's potential earning capacity, if any, outside the Industry, and in relation to years of employment in the capacity mentioned in sub-paragraph (i) (aa), but shall not be in excess of an amount of R144 per annum for any one member.

(iii) Payments made under this sub-clause are *ex gratia*, and at the absolute discretion of the management committee, whose decision shall be final, and the management committee shall not be obliged to give any reason for any decision.

(c) *Loss of Tools.*—(i) Benefits may be granted at the discretion of the management committee to recompense members for tools lost by theft from workshops and lock-ups.

(ii) No benefits shall be granted unless an applicant has reported the theft of his tools to the Police within forty-eight hours of the loss becoming apparent, or if an applicant fails to supply the committee with such relevant information as the committee may require.

en daarna R2.00 per werkdag vir 'n verdere tydperk van twintig werkdae, en daarbenewens op 'n bedrag van R5.18 ten opsigte van elke voltooide opeenvolgende tydperk van vyf werkdae; met dien verstande dat die bedrag van R5.18 in die vorm van 'n bewys ooploop wat in die lid se bydraeboek geplak en jaarliks afgelos word op die wyse in subklousule (9) van klousule 22 van hierdie Ooreenkoms voorgeskryf.

(bb) Indien 'n algemene praktisyne wat deur die bestuurskomitee aangestel is, aan die einde van 40 dae in die eerste kringloop van een jaar vanaf die datum waarop 'n lid ongeskik geword het om te werk, in 'n verslag verklaar dat sodanige lid permanent ongeskik geraak het om sy beroep te beoefen, is sodanige lid nie meer op siektebystand ingevolge hierdie subklousule geregtig nie. Die bestuurskomitee moet minstens vier weke voor die verstryking van die 40 dae hierbo bedoel, om 'n verslag vra, en sodanige verslag moet deur die betrokke lid verskaaf word voor verstryking van die 40 dae; met dien verstande dat hierdie tydperk om 'n afdoende rede deur die bestuurskomitee verleng mag word;

(cc) indien die algemene praktisyne aan die einde van 40 dae verklaar dat die lid nog in staat sal wees om sy werk te doen, moet die lid nog bystand teen R2.00 per werkdag ontvang tot aan die einde van die eerste kringloop van een jaar vanaf die datum waarop hy ongeskik geword het om te werk;

(dd) indien 'n lid aan die einde van die eerste of 'n daaropvolgende kringloop van een jaar nog nie in staat is om sy werk te doen nie, is hy aan die begin van die kringloop van een jaar wat daarop volg, geregtig op R4.00 per werkdae vir 20 werkdae en daarna op R2.00 per werkdag vir 20 werkdae;

(ee) Die bestuurskomitee mag te eniger tyd nadat 'n lid siektebystand vir meer as 40 dae ontvang het, van die lid vereis om 'n geneeskundige verslag van die algemene praktisyne wat deur die bestuurskomitee aangestel is, voor te lê, en as genoemde algemene praktisyne verklaar dat die betrokke lid permanent ongeskik is om sy werk te doen, is sodanige lid vanaf 'n datum wat die bestuurskomitee moet bepaal, nie meer op siektebystand geregtig nie en moet die Sekretaris hom skriftelik van sodanige datum verwittig.

(ii) (aa) 'n Lid is nie op siektebystand geregtig nie as die tydperk van sy afwesigheid van werk weens siekte of 'n ongeluk nie langer as vyf agtereenvolgende werkdae duur nie;

(bb) indien die tydperk van afwesigheid weens siekte of 'n ongeluk meer as vyf agtereenvolgende werkdae duur, begin siektebystand op die eerste dag waarop hy nie daartoe in staat was om sy werk te doen nie.

(ii) Waar 'n lid sy werk hervat nadat hy siektebystand ingevolge subparagraaf (i) van hierdie paragraaf ontvang het en tot die fonds bydra vir 'n tydperk van minstens 12 weke, begin 'n nuwe kringloop van een jaar vanaf die datum waarop sodanige lid weer nie daartoe in staat is om te werk nie, en daarna is die bepalings van paragraaf (i) *mutatis mutandis* van toepassing.

(b) *Permanente ongeskiktheid.*—(i) Aansoeke om bystand onder hierdie hoof sal oorweeg word van—

(aa) persone wat na die mening van die bestuurskomitee afdoenle bewys lewer dat hulle *bona fide* werknemers is of was in enige werkzaamheid wat gewoonlik deur werknemers verrig word in die Bouwywerheid deur hierdie klousule gedek;

(bb) persone wat in die klas val wat in die voorafgaande paragraaf genoem word en wat weens 'n besering, die verlies van hul gesig en 'n fisiese onvermoë, met inbegrip van onvermoë weens ouderdom, nie daartoe in staat is om hul ambag te beoefen nie, uitgesonderd gevalle wat voldoende deur die Ongevallewet gedek word;

(cc) persone wat in ontvangs is van bystand in paragraaf (2) (a) voorgeskryf, wat permanent ongeskik is en nie in die vermoë is om hul ambag te beoefen nie.

(ii) Die bystandskaal word gegronde op die applikant se potensiële verdienervermoë, indien daar is, buite die Nywerheid en op die jare diens in die hoedanigheid bedoel in subparagraaf (i) (aa), maar mag nie meer as R144 per jaar vir enige bepaalde lid bedra nie.

(iii) Betalings kragtens hierdie subklousule is *ex gratia* en geskied absoluut na goedvinde van die bestuurskomitee wie se beslissing finaal is, en die bestuurskomitee is nie verplig om enige rede vir 'n beslissing te verstrek nie.

(c) *Verlies van gereedskap.*—(i) Voordele kan toegestaan word na goedvinde van die bestuurskomitee, om lede te vergoed vir gereedskap verloor weens diefstal uit werkinkels en toesluitplekke.

(ii) Geen voordele word toegestaan tensy 'n applikant die diefstal van sy gereedskap by die polisie aangegee het binne agt-en-veertig uur nadat die verlies ontdek is nie, of as 'n aansoeker versuim om die komitee te voorsien van enige toepaslike inligting wat die komitee mag vereis.

(iii) An application for benefits in terms of this clause shall not be considered unless the tools concerned had been in a lock-up for safe-keeping and stored in a toolbox capable of being securely locked and kept properly locked at all times, except when opened for the purpose of obtaining access by an employee to his own tools; provided that the placing by an employee in a lock-up of tools which are not normally stored in boxes by reason of their length, shape, size or any other similar feature shall be deemed to be in compliance with the requirements of this clause and the employee shall not, by reason of the fact that he had not placed and locked such tools in a box, be deprived of his privileges in terms of this clause.

(iv) A benefit granted in terms of this clause shall not be paid in money, but by means of an order issued by the management committee on a supplier or suppliers appointed by the committee.

(e) *Ex gratia Payments.*—The committee may at its discretion, make an *ex gratia* payment to a member on such terms and conditions as the committee may determine.

(3) *Application for Benefit.*—All applications for benefits provided in this Schedule shall be lodged in the manner prescribed from time to time in the rules of the Benefit Fund.

SCHEDULE B.

(1) *General Provisions.*—(a) No benefits shall be payable to a member in terms of this Schedule in respect of medical services where the accounts concerned amount to less than—

- (i) R10 in the case of a member;
- (ii) R5 in the case of dependants; provided that where non-recoverable medical expenses in terms of these provisions exceed in the aggregate R40 in any one calendar year, the management committee may in its discretion entertain claims subject to the provisions of sub-clause (3) of this Schedule.

(b) A member shall not be entitled to benefits in terms of this Schedule unless he has made contributions to the Fund in respect of at least 26 consecutive weeks.

(c) No claim for a benefit will be paid in respect of pregnancy and confinement if the confinement is within ten months from the date of admission to membership.

(d) A claim will be admitted only if made within three months from the date upon which liability was incurred or within such further period as the committee may allow. The accounts of general practitioners and specialists shall state the nature of the complaint and the dates of the visits.

(e) No person shall be entitled to any benefits which, together with compensation payable under the Workmen's Compensation Act, 1941, or from any other source, will exceed in the aggregate the amount payable in terms of this Schedule and the rules of the Fund, and any amount recovered by a member and/or dependant under the Workmen's Compensation Act, 1941, or from any other source in respect of any illness or accident must be disclosed by the member to the committee.

(f) In any case of illness or accident, the results of which are of a protracted nature the committee shall have the right to insist that a member or dependant shall consult a general-practitioner or specialist nominated by the committee with the permission of the attending practitioner. If the committee directs that the member or dependant shall act upon the advice of such general practitioner or specialist, and if the member or dependant fails to do so, no further benefits shall be granted in respect of such illness or accident.

(2) *Excluded Benefits.*—Notwithstanding anything to the contrary contained in this Agreement, the Fund shall not be liable in terms of clause (3) of this Schedule to render any pecuniary assistance or payment of expenses whatsoever incurred by a member and/or his dependant in connection with—

- (a) sickness attributable to venereal disease or any sickness or accident resulting from immorality, misconduct or excessive indulgence in intoxicating liquor or drugs;
- (b) sickness or accident arising out of or caused by participation in any form of sport;
- (c) cases where members or their dependants refuse or neglect to observe any reasonable instructions or recommendations by the general practitioner and/or specialist or otherwise by unseemly or disorderly conduct aggrevate their condition or retard their recovery;
- (d) any deformity, infirmity, chronic disease or other ailment from which members or their dependants were suffering at the date of commencement of membership or any illness or accident attributable to such conditions;

(iii) 'n Aansoek om voordele ingevolge hierdie klousule sal nie oorweeg word nie tensy die betrokke gereedskap in 'n toetsluitplek was vir veilige bewaring en weggepak was in 'n gereedskapskis wat veilig toegesluit kan word en wat te alle tye behoorlik toegesluit gehou word behalwe wanneer dit oogemaak word met die doel om 'n werknaem toegang tot sy eie gereedskap te verleen; met dien verstande dat indien 'n werknaem gereedskap wat gewoonlik nie in kiste bewaar word nie vanwee hul lengte, vorm, grootte of enige ander soortgelyke eienskap, in toetsluitplekke plaas, dit geag word in ooreenstemming te wees met die vereistes van hierdie klousule en die werknaem word nie sy voorregte ingevolge hierdie klousule ontnem vanwee die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het nie.

(iv) Voordele ingevolge hierdie klousule word nie in geld verleen nie maar by wyse van 'n order wat die bestuurskomitee uitreik aan 'n leveransier of leveransiers wat die komitee aanstel.

(e) *Ex gratia betalings.*—Die komitee kan na goedvind 'n *ex gratia* bedrag aan 'n lid betaal op die voorwaardes wat die komitee mag vasstel.

(3) *Aansoeke om voordele.*—Alle aansoeke om voordele waarvoor in hierdie Bylae voorsiening gemaak word, moet ingedien word op die wyse van tyd tot tyd in die reëls van die Bystandsfonds voorgeskryf.

BYLAE B.

(1) *Algemene bepalings.*—(a) Geen bystand ten opsigte van geneeskundige dienste is ingevolge hierdie Bylae aan 'n lid betaalbaar nie waar die bedrag van die betrokke rekenings minder is as—

- (i) R10 in die geval van lede;
- (ii) R5 in die geval van afhanklikes,

met dien verstande dat waar nie-verhaalbare mediese uitgawes ingevolge hierdie bepalings 'n totaal van R40 in enige bepaalde kalenderjaar oorskry, die bestuurskomitee na sy goedvind eise mag oorweeg, onderworpe aan die bepalings van subklousule (3) van hierdie Bylae.

(b) 'n Lid is nie op bystand ingevolge hierdie Bylae geregtig nie, tensy hy ten opsigte van minstens 26 agtereenvolgende weke tot die Fonds bygedra het.

(c) Geen eis om bystand ten opsigte van swangerskap en 'n bevalling sal betaal word nie indien die bevalling binne tien maande vanaf die datum van toelating tot lidmaatskap plaasvind.

(d) 'n Eis word slegs toegelaat indien dit ingestel word binne drie maande vanaf die datum waarop die aanspreeklikheid aangegaan is, of binne sodanige verdere tydperk wat die komitee mag toelaat. Rekenings van algemene praktisyens en spesialiste moet die aard van die aandoening en die datums van die besoek meld.

(e) Niemand is geregtig op bystand wat, saam met die vergoeding wat ingevolge die Ongevallewet, 1941, betaalbaar is of vergoeding uit enige ander bron, altesaam meer sal wees nie as die bedrag wat ingevolge hierdie Bylae en die reëls van die Fonds betaalbaar is, en 'n bedrag wat aan 'n lid en/of afhanklikes ten opsigte van siekte of 'n ongeluk terugbetaal is ingevolge die Ongevallewet, 1941, of uit enige ander bron, moet deur die lid aan die komitee bekendgemaak word.

(f) Ingeval van siekte of 'n ongeluk waarvan die gevolge van 'n langdurige aard is, het die komitee die reg om daarop aan te dring dat 'n lid of afhanklike 'n algemene praktisyn of spesialis raadpleeg wat die komitee met die toestemming van die praktisyn wat die behandeling waarneem, aanwys. Indien die komitee gelas dat die lid of afhanklike op die advies van sodanige algemene praktisyn of spesialis moet handel, en indien die lid of afhanklike versium om dit te doen, word geen verdere bystand ten opsigte van sodanige siekte of ongeluk verleen nie.

(2) *Perke vir bystand.*—Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die Fonds nie ingevolge klousule (3) van hierdie Bylae daarvoor aanspreeklik om geldelike hulp te verleen of vir uitgawes te betaal nie wat 'n lid en/of sy afhanklike aan gaan in verband met—

(a) siekte wat toe te skryf is aan geslagsiekte of 'n siekte of ongeluk wat uit onsedelikheid, wangedrag of uitermate gebruik van bedwelmende drank of verdowingsmiddels voortspruit;

(b) siekte of 'n ongeluk wat uit deelname aan enige vorm van sport voortspruit of daardeur veroorsaak word;

(c) gevalle waar lede of hul afhanklikes weier of versuim om redelike opdragte of aanbevelings van die algemene praktisyn en/of spesialis uit te voer of na te kom, of op 'n ander wyse deur onbehoorlike of wanordelike gedrag hul toestand vererger of hul herstel vertraag;

(d) 'n wanstaltigheid, gebrek, chroniese siekte of ander ongesteldheid waaraan lede of hul afhanklikes op die datum waarop hul lidmaatskap begin, gely het, of enige siekte of ongeluk wat aan sodanige gesteldhede toe te skryf is;

- (e) any accidental or wilful injury which, in the opinion of the management committee, should not form a charge upon the Fund, or any accidental or wilful injury for which a third party is liable to pay and does pay compensation, or which is covered by insurance (including Workmen's Compensation Insurance), to the extent of such compensation or cover, as the case may be;
- (f) pregnancy or child-birth, or any consequences or complications thereof, from the inception of the pregnancy up to 31 days after the termination of the pregnancy, other than a confinement allowance not exceeding R21.
- (g) the supply of spectacles, eye glasses, artificial teeth, surgical appliances, artificial limbs or other parts of the body;
- (h) any operation and/or treatment which is not medically essential but is carried out for cosmetic or similar reasons;
- (i) the supply of patent medicines or foods. For the purpose of this Schedule a patent or proprietary medicine, drugs or food means any medicine, drug or food which is purchased or obtained by a member and/or his dependants without the prescription of a general practitioner and/or specialist;
- (j) inoculations, X-rays, examinations and investigations which can be obtained by any member of the public free of charge from a Local Authority;
- (k) assaults resulting from deliberate provocation or from any disturbance of the peace by any person or persons, or war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, sabotage or military or usurped power;
- (l) recuperative holidays;
- (m) certified mental derangements;
- (n) preventative medical treatment, including periodic examinations or check-ups;
- (o) injuries arising out of or resulting from air-travel or aeronautics, other than as a fare-paying passenger on a regular public airline;
- (p)
- (i) sickness or injury attributable to or caused by a motor cycle accident;
 - (ii) sickness or injury attributable to or caused by a motor accident where the member was a passenger in or the driver of the vehicle or one of the vehicles concerned, unless such accident occurred while the member was travelling by direct route from his house to his place of work or from his place of work to his home;
- (q) consultations and/or examinations and/or treatments carried out by specialists (other than ophthalmologists) unless the member or his dependant was referred by a general practitioner.

(3) *Benefits.*—(a) Subject to the provisions of this Agreement and the rules of the Fund, every member shall be eligible for the following benefits in respect of medical services:—

- (i) In the case of a single member, payment of expenses not exceeding 75 per cent of any one claim and limited to an amount of R300 in the aggregate in any calendar year;
- (ii) in the case of a married member, payment of expenses not exceeding 75 per cent of any one claim and limited to an amount of R400 in the aggregate in any calendar year;
- (iii) in the case of a member with two or more dependants, payment of expenses not exceeding 75 per cent of any one claim and limited to an amount of R600 in the aggregate in any calendar year;

(b) for the purpose of this clause "medical services" means any medical and/or surgical treatment, being services rendered by registered general practitioners and/or specialists; including conveyance as defined, hospitalisation in licensed hospitals or nursing homes, theatre services, nursing services by registered nurses, dispensing of medicines, drugs, dressings, ointments and lotions when supplied on the prescription of a general practitioner and/or specialist, and such other services as may be approved by the Council from time to time; provided that the term "medical services" shall not include—

- (i) dispensed medicines, drugs, dressings, ointments and lotions supplied to a patient whilst confined in a hospital or nursing home;
- (ii) the supply or cost of patent and proprietary medicines, drugs, or foods. For the purpose of this Schedule a patent or proprietary medicine, drugs or food means any medicine, drug or food which is purchased or obtained by a member and/or his dependants without the prescription of a general practitioner and/or specialist;

- (e) 'n besering wat per ongeluk of met opset opgedoen word waarmee die Fonds, na die mening van die bestuurskomitee nie belas moet word nie, of 'n besering wat per ongeluk of met opset opgedoen word waarvoor 'n derde party aanspreeklik is om vergoeding te betaal, en dit wel betaal, of wat gedeke word deur assuransie (met inbegrip van Ongevalleversekerings), in die mate waarin die lid of afhanglike hierdeur veroogd of gedeke word, na gelang van die geval;
- (f) swangerskap of bevalling, of enige gevolge of komplikasies daarvan, vanaf die begin van die swangerskap tot 31 dae na die einde van die swangerskap, buiten 'n bevallingstoelae van hoogstens R21;
- (g) die verskaffing van brille, lense, kunstande, heekundige toestelle, kunsledemate of ander kunsdele vir die liggaam;
- (h) enige operasie en/of behandeling wat nie medies noedsaaklik is nie maar wat uitgevoer word om skoonheids- of dergelike redes;
- (i) die verskaffing van patente medisyne of voedsel. Vir die toepassing van hierdie Bylae beteken 'n patente of regvoorbewaarde medisyne, verdowingsmiddels of voedsel enige medisyne, verdowingsmiddel of voedsel wat 'n lid en/of sy afhanglike koop of verkry sonder die preskripsie van 'n algemene praktisyn en/of spesialis;
- (j) inentings, X-straalondersoeke, ondersoeke en toets wat 'n lid van die publiek gratis van 'n Plaaslike Owerheid kan verkry;
- (k) aanrandings wat voortspruit uit opsetlike uitlokking of uit 'n versteuring van die openbare orde deur 'n persoon of persone, of oorlog, 'n inval, vyandelike optrede van 'n vreemde land, vyandelikhede of krygsverrigtinge (afgesien daarvan of oorlog verklaar is of nie), militery, opstand, rebellie, revolusie, sameswering, sabotasje of militaire of oorweldingsmag;
- (l) herstellingsvakansies;
- (m) verklareerde geestesafwykings;
- (n) voorbehoedende geneeskundige behandeling, met inbegrip van periodieke ondersoeke of toets;
- (o) beserings wat voortspruit uit of die gevolg is van lugreise of die vliegkuns, buiten as 'n betalende passasier op 'n gewone openbare lugdiensvliegtuig;
- (p)
- (i) siekte of 'n besering wat toe te skryf is aan of veroorsaak is deur 'n motorfietsongeluk;
 - (ii) siekte of 'n besering wat toe te skryf is aan of veroorsaak is deur 'n motorongeluk waar die lid 'n passasier in, of die bestuurder van die voertuig of een van die betrokke voertuie was, tensy sodanige ongeluk plaasgevind het terwyl die lid op 'n regstreeks reote van sy huis na sy werkplek of van sy werkplek na sy huis toe gereis het;
- (q) konsultasies en/of ondersoeke en/of behandelings deur spesialiste (uitgesonderd oogkundiges) verrig, tensy die lid of sy afhanglike deur 'n algemene praktisyn na hulle verwys is.
- (3) *Bystand.*—(a) Behoudens die bepalings van hierdie Ooreenkoms en die reëls van die Fonds, kom elke lid vir die volgende bystand in aanmerking ten opsigte van geneeskundige dienste:—
- (i) In die geval van 'n ongetrouwe lid, betaling van hoogstens 75 persent van die koste van 'n bepaalde eis met 'n beperking van R300 op die bedrag wat altesaam in 'n kalenderjaar geëis mag word;
- (ii) in die geval van 'n getrouwe lid, betaling van hoogstens 75 persent van die koste van 'n bepaalde eis met 'n beperking van R400 op die bedrag wat altesaam in 'n kalenderjaar geëis mag word;
- (iii) in die geval van 'n lid met twee of meer afhanglikes; betaling van hoogstens 75 persent van die koste van 'n bepaalde eis met 'n beperking van R600 op die bedrag wat altesaam in 'n kalenderjaar geëis mag word;
- (b) by die toepassing van hierdie klousule beteken "geneeskundige dienste" enige mediese en/of snykundige behandeling, synde dienste gelewer deur geregistreerde algemene praktisyne en/of spesialiste; met inbegrip van vervoer soos omskryf, hospitalisasie in gelisenseerde hospitaal of verpleeginrigtings, teaterdienste, verpleegingsdienste deur geregistreerde verpleegsters, toebereiding van medisyne, verdowingsmiddels, verbande, salf en wasmiddels wanneer verskaf op voorskrif van 'n algemene praktisyn en/of spesialis, en enige ander dienste wat van tyd tot tyd deur die Raad goedgekeur mag word; met dien verstande dat die uitdrukking "geneeskundige dienste" nie die volgende insluit nie:—
- (i) Toebereide medisyne, verdowingsmiddels, verbande, salf en wasmiddels wat aan 'n pasiënt verskaf word terwyl hy in 'n hospitaal of verpleeginrigting verkeer;
- (ii) die verskaffing of koste van patente medisyne, verdowingsmiddels of voedsel. Vir die doel van hierdie Bylae beteken 'n patente of regvoorbewaarde medisyne, verdowingsmiddels of voedsel wat deur 'n lid en/of sy afhanglike gekoop of verkry word sonder die voorskrif van 'n algemene praktisyn en/of spesialis;

- (iii) medical investigation and treatment, surgery and hospitalisation relating to—
 - (aa) fenestration, sympathetic and adrenalectomy;
 - (bb) the brain, spinal cord including prolapsed discs and neuritis; other than mental diseases or condition treated by any persons other than by a qualified psychiatrist;
 - (cc) any congenital disease, abnormality, infirmity, chronic disease from which members or their dependants were suffering at the commencement of membership or any illness or accident attributable to such conditions;
 - (dd) ophthalmiatrics;
 - (ee) dentistry and orthodontics;
 - (ff) medical services of choice, including plastic surgery for cosmetic purposes;
 - (gg) medical services rendered by any person other than persons qualified to do so within the provisions of the rules;
 - (hh) occupational dermatitis;
- (iv) inoculations, X-ray examination and any other examination, investigation or medical services which can be obtained by any member of the public free of charge from a public authority;
- (v) the supply of spectacles, contact lenses, surgical appliances, artificial limbs or other parts of the body, artificial dentures and/or other artificial aids.

(4) *Procedure for Claiming Benefits.*—The method and form of claims for benefits in terms of this Schedule shall be as prescribed from time to time in the rules of the Benefit Fund.

(5) *Payments of Benefits.*—Payment of benefits shall be made in respect of members and their dependants in accordance with the rules of the Fund.

(6) *Cessation of Benefits.*—Entitlement to benefits available in terms of this Schedule shall cease—

- (a) subject to the provisions of sub-paragraph (b) hereof, directly a member ceases to be employed and/or engaged in the Industry and accepts an engagement and/or employment in any other industry;
- (b) after a member has been unemployed for a period exceeding two calendar months, provided that a member who has been bona fide unemployed and who accepts temporary employment in any other industry he shall remain eligible for benefits on condition he returns to the Industry within two months from the date of being engaged in such other industry;
- (c) in the case of all members who, after having received benefits for one year, are declared by a general practitioner and/or specialist to be chronically sick, permanently disabled, totally incapacitated and unable to follow a trade in the Industry; provided that eligible dependants of such members may, at the discretion of the committee, be permitted to retain membership under such conditions as it may determine.

CLAUSE 24.—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 National Federation of Building Trade Employers in South Africa), hereinafter referred to as the National Fund, hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Each employer shall, subject to the provisions of sub-clauses (3) and (4) hereof, contribute to the National Fund an amount of 8 cents per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (h).

(3) No payment shall be made by an employer in respect of an employee who works less than eight hours 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 22 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 sub-clause (2), less a collection fee of 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 sub-clause, the term "constitution" shall include any amendments to the constitution adopted from time to time.

- (iii) mediese onderzoek en behandeling, snykunde en hospitalisasie in verband met—
 - (aa) fenestrasie, simpatikopatie, adrenoliktomie, en ginkopatie;
 - (bb) die brein, rugmurg, insluitende uitgeglipte skywe en neuroatie uitgesonderd geestesgevalle of 'n geestes-toestand wat deur enige persoon behalwe 'n gekwalfiseerde psigiatre behandel word;
 - (cc) enige kongenitale siekte, abnormaliteit, gebrek, chro-niese siekte waaraan lede van hul afhanklikes gely het by die aanvang van lidmaatskap of enige siekte of 'n ongeluk wat aan sulke gesteldhede toegeskryf kan word;
 - (dd) optalmatrie;
 - (ee) tandheelkunde en ortodontie;
 - (ff) mediese dienste uit eie keuse ondergaan met inbegrip van plastiese snykunde vir skoonheidsdoeleindes;
 - (gg) geneeskundige dienste gelewer deur enige persoon behalwe diegene wat ingevolge die bepalings van die reëls gekwalfiseerd is om dit te lever;
 - (hh) beroepshuidziektes;
- (iv) inenting, X-stralondersoek en enige ander ondersoek, toets of geneeskundige dienste wat 'n lid van die publiek gratis van 'n publieke owerheid kan verkry;
- (v) die verskaffing van brille, kontaklense, chirurgiese apparate, kunsledemate of ander kunsliggaamsdele, kunstande en/of ander kunsmatige hulpmiddels.

(4) *Procedure by die eis van bystand.*—Die metode en vorm van eise vir bystand ingevolge hierdie Bylae, is soos van tyd tot tyd in die reëls van die Bystandfonds voorgeskryf.

(5) *Betaling van bystand.*—Betaling van bystand ten opsigte van lede en hul afhanklikes geskied ooreenkomsdig die reëls van die Fonds.

(6) *Staking van bystand.*—Reg op die bystand beskikbaar ingevolge hierdie Bylae eindig—

- (a) behoudens die bepalings van subparagraph (b) hiervan, sodra 'n lid ophou om in die Nywerheid in diens te wees en/of werksaam te wees en 'n betrekking en/of diens in enige ander nywerheid aanvaar;
- (b) nadat 'n lid vir 'n tydperk van langer as twee kalendermaande werkloos was; met dien verstande dat 'n lid wat bona fide werkloos was en wat tydelik diens in enige ander nywerheid aanvaar, steeds vir bystand in aanmerking kom op voorwaarde dat hy binne twee maande vanaf die datum van indienstreding in sodanige ander nywerheid, na die Nywerheid terugkeer;
- (c) in die geval van alle lede wat, nadat hulle vir een jaar bystand ontvang het, deur 'n algemene praktisyen en/of spesialis chronies siek, permanent ongeskik, geheel en al onbekwaam en nie in staat om 'n ambag in die Nywerheid te beoefen nie, verklaar word; met dien verstande dat bevoegde afhanklikes van sodanige lede na goedvinde van die komitee toegelaat mag word om lid te bly op die voorwaarde wat hy mag vasstel.

KLOUSULE 24.—NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID.

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (wat in die lewe geroep is deur die National Federation of Building Trade Employers in South Africa), hieronder die Nasionale Fonds genoem, verleen hy hierby magtiging om, ten einde die oogmerke gemeld in die konstitusie van genoemde Nasionale Fonds te verwesenlik, bydraes in te vorder ooreenkomsdig die prosedure hieronder uiteengesit.

(2) Elke werkewer moet, behoudens die bepalings van subklausules (3) en (4) hiervan, 'n bedrag van 8 sent per week tot die Nasionale Fonds bydra ten opsigte van elkeen van sy werkemers vir wie lone in klausule 4 (1) (h) voorgeskryf word.

(3) 'n Werkewer betaal geen bedrag ten opsigte van 'n werkemmer wat minder as agt uur in 'n week werk nie.

(4) Waar 'n werkemmer by twee of meer werkewers gedurende dieselfde week werksaam was, moet die werkewer by wie hy die eerste gedurende daardie week vir minstens agt uur werksaam was, die bedrag vir daardie week betaal.

(5) Die prosedure voorgeskryf in klausule 22 van hierdie Ooreenkoms, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klausule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklausule (2) ingevoer het, min invorderingskoste van twee en 'n half persent, wat die algemene fondse van die Raad toeval, aan genoemde Nasionale Fonds oorbetaal.

(7) Kopie van die konstitusie en die geouditeerde jaarlikse rekeninge en balansstate van die Nasionale Fonds moet by die Raad en by die Sekretaris van Arbeid ingedien word. By die toepassing van hierdie subklausule omvat die uitdrukking "konstitusie" alle wysigings aan die konstitusie wat van tyd tot tyd aangeneem word.

CLAUSE 25.—EXPENSES OF THE COUNCIL.

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

(a) deduct an amount of five cents from the weekly earnings of each of his employees for whom wages are prescribed in sub-paragrapgs (i), (ii) and (iii) of clause 4 (1) (h) and to the amount so deducted the employer shall add an amount of four cents per week;

(b) deduct an amount of three cents from the weekly earnings of each of his employees for whom wages are prescribed in sub-clauses (1) (a), (1) (b), (1) (c), (1) (d) and (1) (e) of clause 4 of this Agreement:

Provided that no deduction or payment shall be made in respect of an employee who has worked for an employer for less than eight hours in any week and provided further that where an employee is employed by two or more employers during the same week, the deduction and 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.

(2) The amounts referred to in sub-clause (1) hereof, shall be paid weekly by the employer to the Secretary of the Council and the Council shall issue vouchers to the employer concerned for all the amounts so paid. An adequate reserve of vouchers shall at all times be maintained by the employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. Application for such refund shall be made to the Council not later than six months after the date of expiration of this Agreement.

(3) An employer shall, in respect of the amounts referred to in sub-clause (1) (a), issue on each pay-day to each of his employees for whom wages are prescribed in sub-paragrapgs (i), (ii) and (iii) of clause 4 (1) (h) of this Agreement a voucher, legibly cancelled with the name of the firm and date of issue, to the value of such amounts, and the employee shall affix such voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain; provided that the Council may issue a composite voucher to include payments referred to in clauses 22, 23 and 24.

(4) (a) An application for a contribution book shall be made by an employee on a form to be obtained from the Council; such form shall be completed by the employee filling in such particulars as the Council may from time to time prescribe.

(b) The contribution books and vouchers issued to employees in terms of this clause shall not be transferable nor shall they be ceded or pledged.

(5) As early as possible after the first Friday in November of each year, and not later than one week thereafter, each employee shall deposit his contribution book with the Secretary of the Council in exchange for a receipt card.

(6) If during any week—

(a) an employer has not had in his employ any employees referred to in sub-clause (1) (a), but has had in his employ, for not less than eight hours, one or more employees referred to in sub-clause (1) (b), or

(b) the total amount payable by an employer in terms of sub-clause (1) is less than 30 cents, an employer shall supplement such contributions to the extent of the difference between the amount payable in terms of that sub-clause and 30 cents towards the expenses of the Council in respect of that week.

CLAUSE 26.—NOTICE BOARD.

(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 2 feet by 1½ feet, or a notice board approved by the Council showing in letters not less than 2 inches in height and in material of a durable nature—

(a) the name of such employer or partnership;

(b) the registered address of such employer or partnership;

(c) in the case of an employer who is a member of the employers' organisation, the fact that he is a member thereof.

(2) This clause shall apply only on jobs of seven working days duration and over.

CLAUSE 27.—RECORDS TO BE KEPT BY EMPLOYERS.

Every employer shall keep records required by section fifty-seven of the Act in the manner prescribed in regulation 8 (1) of the regulations published under the Act.

CLAUSE 28.—TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) No notice of termination of contract of employment shall be required unless the employee concerned has worked for at least three consecutive days with the same employer.

KLOUSULE 25.—UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry moet elke werkewer—

(a) 'n bedrag van vyf sent aftrek van die weeklikse verdienste van elkeen van sy werknemers vir wie lone in subparagraaf (i), (ii) en (iii) van klosule 4 (1) (h) voorgeskryf word en by die bedrag aldus afgetrek moet die werkewer 'n bedrag van vier sent per week byvoeg;

(b) 'n bedrag van drie sent aftrek van die weeklikse verdienste van elkeen van sy werknemers vir wie lone in subklosules (1) (a) (1) (b), (1) (c), (1) (d) en (1) (e) van klosule 4 van hierdie Ooreenkoms voorgeskryf word:

Met dien verstande dat geen bedrag afgetrek of geen bedrag betaal mag word nie ten opsigte van 'n werknemer wat in 'n week vir minder as agt uur vir 'n werkewer gewerk het nie en voorts met dien verstande dat, in geval 'n werknemer in dieselfde week by twee of meer werkewers werkzaam is, die bedrag wat vir daardie week afgetrek en betaal word, deur die werkewer by wie hy eerste in daardie week vir minstens agt uur werkzaam was, afgetrek en betaal moet word.

(2) Die bedrae in subklosule (1) hiervan gemeld, moet weekliks deur die werkewer aan die Sekretaris van die Raad betaal word en die Raad moet aan die betrokke werkewer vir alle bedrae aldus betaal, bewyse uitreik. Die werkewer moet te alle tye 'n afdoende reserwe bewyse in voorraad hou, met dien verstande dat 'n werkewer deur die Raad vir die waarde van ongebruikte bewyse terugbetaal mag word.

'n Aansoek om sodanige terugbetaling moet nie later nie as ses maande na die verstrykingsdatum van hierdie Ooreenkoms aan die Raad gerig word.

(3) 'n Werkewer moet ten opsigte van die bedrae in subklosule (1) (a) gemeld, elke betaaldag aan elkeen van sy werknemers vir wie lone in subparagrafe (i), (ii) en (iii) van klosule 4 (1) (h) van hierdie Ooreenkoms voorgeskryf word, 'n bewys uitreik wat leesbaar gekanselleer is vir die waarde van sodanige bedrae deur die naam van die firma en die uitrekkingsdatum daarop aan te bring, en die werknemer moet sodanige bewyse in 'n bydraeboek vasplak wat hy van die Sekretaris van die Raad verkry het en wat die werknemer moet hou; met dien verstande dat die Raad 'n omvattende bewys wat die betaling gemeld in klosules 22, 23 en 24 insluit, mag uitreik.

(4) (a) 'n Werknemer moet op 'n vorm wat van die Raad verkry word, aansoek doen om 'n bydraeboek, en die werknemer moet dié besonderhede wat die Raad van tyd tot tyd mag voorskryf daarop invul.

(b) Die bydraeboek en bewyse wat ingevolge hierdie klosule aan werknemers uitgereik word, is nie oordraagbaar nie en mag ook nie gesedeer of verpand word nie.

(5) Elke werknemer moet so gou as moontlik na die eerste Vrydag in November van elke jaar, maar hoogstens een week daarna, sy bydraeboek by die Sekretaris van die Raad indien in ruil vir 'n ontvangsbewyskaart.

(6) Indien—

(a) 'n werkewer gedurende 'n week geen werknemers gemeld in subklosule (1) (a) in sy diens gehad het nie, maar een of meer werknemers gemeld in subklosule (1) (b) vir minstens agt uur in sy diens gehad het; of

(b) die totale bedrag wat 'n werkewer gedurende 'n week ingevolge subklosule (1) moet betaal, minder as 30 sent is, moet 'n werkewer sodanige bydraes aanvul in die mate waarin die bedrag wat ingevolge dié subklosule betaalbaar is, van 30 sent verskil ten einde die uitgawes van die Raad ten opsigte van daardie week te help bestry.

KLOUSULE 26.—KENNISGEWINGBORD.

(1) Elke werkewer en alle werkewers wat in vennootskap werk, moet, waar hy of hulle ook al bouwerkzaamhede verrig, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord van 2 voet by 1½ voet, of 'n kennisgewingbord wat deur die Raad goedgekeur is, ten toon stel. Die volgende moet in letters van minstens 2 duim hoog in 'n duursame materiaal daarop gemeld word:—

(a) Die naam van sodanige werkewer of vennootskap;

(b) die geregistreerde adres van sodanige werkewer of vennootskap;

(c) in die geval van 'n werkewer wat 'n lid van die werkewersorganisasie is, die feit dat hy 'n lid daarvan is.

(2) Hierdie klosule is slegs van toepassing op werk wat werkdae of langer duur.

KLOUSULE 27.—REKORDS WAT WERKGEWERS MOET BYHOU.

Elke werkewer moet die rekords wat by artikel sewe-en-vyftig van die Wet vereis word, byhou op die wyse wat in regulasie 8 (1) van die regulasies wat kragtens die Wet gepubliseer is, voorgeskryf word.

KLOUSULE 28.—BEËINDIGING VAN DIE KONTRAK.

(1) Geen kennisgewing van beëindiging van die dienskontrak word vereis nie tensy die betrokke werknemer vir minstens drie agtereenvolgende dae by dieselfde werkewer werkzaam was.

(2) An employer or his employee, other than a casual labourer, who desires to terminate the contract of employment shall give, in the case of carpenters and joiners, not less than two hours' and in the case of other employees not less than one hour's notice of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or paying the employer, as the case may be, in lieu of such notice not less than—

- (a) in the case of two hours' notice, the employee's hourly wage prescribed in clause 4, multiplied by two;
- (b) in the case of one hour's notice, the employee's hourly wage prescribed in clause 4:

Provided that this shall not affect—

- (a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (b) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (c) the operation of any forfeitures or penalties which may be applicable in respect of an employee who deserts.

(3) Where there is an agreement in terms of the second proviso to sub-clause (2), the payment in lieu of notice shall correspond with the period of notice agreed upon.

(4) (a) The notice prescribed in sub-clause (2) may be given on any working day.

(b) The minimum period of such notice shall become operative at the commencement of the last two hours or one hour, as the case may be, before finishing time on the day in respect of which the notice is given; provided that—

- (i) an employer who gives notice to an employee for whom wages are prescribed in clause 4 (1) (h) shall allow such employee to put his tools in working order during the minimum period of such notice, except in the case of an employee who has worked for less than five days;
- (ii) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged;
- (iii) an employee who requires payment of wages due to be made on termination of employment shall give his notice to the employer at the normal starting time on the day of such termination;
- (iv) in the event of an employee not complying with the provisions of paragraph (iii) of this sub-clause, payment of wages accrued shall not fall due until noon on the succeeding working day.

(5) Notwithstanding anything to the contrary in this Agreement, where an employee terminates his contract of employment by leaving his employment without notice or without paying his employer in lieu of notice, his employer may appropriate for himself, from any moneys which he owes to such employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay to him in lieu of notice.

CLAUSE 29.—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 reasons.

(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.

(3) A certificate of exemption under the signature of the Secretary of the Council 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 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.

CLAUSE 30.—ORGANISATIONAL FACILITIES.

Organisational facilities shall be given to organisers of the trade unions to have access to their members by arrangement with the employer or his duly authorised representative.

CLAUSE 31.—EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in his establishment a legible copy of the Agreement, in both official languages, in a conspicuous place where it is readily accessible to his employees.

(2) 'n Werkewer of sy werknemer, uitgesonderd 'n los arbeider, wat die dienskontrak wil beëindig, moet, in die geval van timmermanns en skrynwervwers, minstens twee uur, en in die geval van ander werknemers minstens een uur kennis gee van beëindiging van die kontrak, of 'n werkewer of werknemer mag die kontrak sonder kennisgewing beëindig deur aan die werknemer of aan die werkewer, na gelang van die geval, in plaas van sodanige kennisgewing minstens die volgende te betaal:—

(a) In die geval van kennisgewing van twee uur, die werknemer se uurloon voorgeskryf in klousule 4, vermenigvuldig met twee;

(b) in die geval van kennisgewing van een uur, die werknemer se uurloon in klousule 4 voorgeskryf:

Met dien verstande dat dit nie die volgende raak nie:—

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

(b) 'n skriftelike ooreenkoms tussen 'n werkewer en sy werknemer wat vir 'n kennisgewingstydperk wat vir albei partye ewe lank en langer as dié voorgeskryf in hierdie klousule, duur, voorsiening maak;

(c) die werking van verbeurings of boetes wat op 'n werknemer wat dros van toepassing mag wees.

(3) Waar daar ingevolge die tweede voorbehoudsbepaling van subklousule (2) 'n ooreenkoms bestaan, moet die betaling in plaas van kennisgewing met die kennisgewingstydperk waaroor ooreengekom is, ooreenstem.

(4) (a) Die kennisgewing in subklousule (2) voorgeskryf, mag op enige werkdag gegee word.

(b) Die minimum tydperk van sodanige kennisgewing tree in werking aan die begin van die laaste twee uur of een uur, na gelang van die geval, voor uitskeityd op die dag ten opsigte waarvan kennis gegee word; met dien verstande dat—

(i) 'n werkewer wat aan 'n werknemer vir wie lone in klousule 4 (1) (h) voorgeskryf word, kennis gee, sodanige werknemer moet toelaat om sy gereedskap in 'n werkende toestand te bring gedurende die minimum tydperk van sodanige kennisgewing, uitgesonderd in die geval van 'n werknemer wat minder as vyf dae gewerk het;

(ii) 'n werknemer wat aan 'n werkewer kennis gee nietemin tot uitskeityd moet voortgaan met die werk waarvoor hy in diens geneem is;

(iii) 'n werknemer wat vereis dat verskuldigde lone by diensbeëindiging aan hom betaal moet word, sy kennis by die gewone begintyd op die dag van sodanige beëindiging aan die werkewer moet gee.

(iv) ingeval 'n werknemer nie die bepalings van paragraaf (iii) van hierdie subklousule nakom nie, word die betaling van lone wat hom toeval nie voor 12-uur middag op die eersvolgende werkdag verskuldig nie.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkewer, ingeval 'n werknemer sy dienskontrak beëindig deur sy diens sonder kennisgewing te verlaat of sonder om sy werkewer in plaas van kennisgewing te betaal, uit enige geldie wat hy aan sodanige werknemer verskuldig is ingevolge enige van die bepalings van hierdie Ooreenkoms, 'n bedrag vir homself toe-eien wat nie meer is nie as die bedrag wat sodanige werknemer hom in plaas van kennisgewing sou moes betaal het.

KLOUSELLE 29.—VRYSTELLINGS.

(1) Die Raad mag om afdoende redes skriftelik aan enige persoon of persone vrystelling van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigiemand wat ingevolge die bepaling van hierdie klousule vrystelling verleen is, die voorwaarde waarop sodanige vrystelling verleen is, en die tydperk wat sodanige vrystelling moet geld, vasstel.

(3) Daar moet aan elke persoon aan wie vrystelling verleen word, 'n vrystellingsertifikaat, deur die Sekretaris van die Raad onderteken, uitgereik word. 'n Sertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is, geldig nie.

(4) 'n Vrystellingsertifikaat mag te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, deur die Raad gewysig of ingetrek word.

(5) 'n Werkewer moet die gewysigde voorwaarde wat 'n vrystellingsertifikaat wat ooreenkomsdig die bepalings van hierdie klousule verleen is, skep, nakom.

KLOUSELLE 30.—ORGANISASIEFASILITEITE.

Organisasiefasilitate moet aan organisers van die vakverenigings verleen word sodat hulle met die werkewer of sy behoorlik gemagtigde verteenwoordiger kan reël om met die lede van die vakvereniging in aanraking te kom.

KLOUSELLE 31.—TENTOONSTELLING VAN OOREENKOMS.

Elke werkewer moet in sy bedryfsinrigting 'n leesbare kopie van die Ooreenkoms, in albei amptelike tale, in 'n opvallende plek wat vir sy werknemers toeganklik is, oppak, en opgeplak hou.

CLAUSE 32.—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 sub-committee 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.

CLAUSE 33.—AGENTS.

The Council may appoint one or more persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete inquiries and to examine such documents, books, wage sheets and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigation.

CLAUSE 34.—GENERAL.

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, sub-clause 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, sub-clause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties of 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 at Bloemfontein on behalf of the parties, this 11th day of March, 1965.

J. P. G. EKSTEEN, *Chairman.*
R. C. MAYNE, *Vice-Chairman.*
H. K. ARCHER, *Secretary.*

No. R. 772.]

[28 May 1965.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.**BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industries, published under Government Notice No. R. 771 of the 28th May, 1965, to be, on the whole, not less favourable to the persons 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.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 773.]

[28 May 1965.

WAR MEASURES ACT, 1940.**SUSPENSION OF COST-OF-LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE NO. 43 OF 1942, AS AMENDED.****BUILDING AND MONUMENTAL MASONRY INDUSTRIES, BLOEMFONTEIN.**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Building and Monumental Masonry Industries, published under Government Notice No. R. 771 of the 28th May, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

KLOUSULE 32.—ADMINISTRASIE VAN OOREENKOMS.

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms en mag vir die leiding van werkgewers en werkneemers mensings uit wat nie met die bepalings daarvan onbestaanbaar is nie, en 'n persoon wat deur 'n beslissing in verband met enige aangeleentheid waaroor 'n subkomitee moet of mag besluit, benadeel word, moet by die Raad kan appelleer.

KLOUSULE 33.—AGENTE.

Die Raad mag een of meer persone as agente aanstel om te help om die bepalings van hierdie Ooreenkoms toe te pas, en dit is elke werkewer en elke werkneemer se plig om sodanige persone toe te laat om sodanige persele binne te gaan, navrae te doen en te voltooi en sodanige dokumente, boeke, loontate en bestaaltate te ondersoek, en om dié individue te ondervra en om al dié dinge te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekomm word, en niemand mag 'n valse verklaring aan sodanige agent gedurende die loop van sy ondersoek doen nie.

KLOUSULE 34.—ALGEMEEN.

Geen werkewer of werkneemer mag van die bepalings van hierdie Ooreenkoms awyf nie afgesien daarvan of genoemde bepalings 'n voordeel skep vir of 'n verpligting plaas op die betrokke werkewer of werkneemer, al dan nie. Elke bepaling, sub-klosule of klosule skep 'n reg of verpligting, na gelang van die geval, wat onafhanklik is van die bestaan van die ander bepalings. Ingeval 'n bepaling, subklosule of klosule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref, hetby voordat of nadat hierdie Ooreenkoms kragtens die bepalings van die Wet deur die Minister in die *Staatskoerant* gepubliseer is, raak dit hoegenaamd nie die ander bepalings van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Namens die partye op hede die 11de dag van Maart 1965, te Bloemfontein onderteken.

J. P. G. EKSTEEN, *Voorsitter.*
R. C. MAYNE, *Ondervoorsitter.*
H. K. ARCHER, *Sekretaris.*

No. R. 772.]

[28 Mei 1965.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.**BOU- EN MONUMENTKLIPMESSELNYWERHEID, BLOEMFONTEIN.**

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid, gepubliseer by Goewermentskennisgewing No. R. 771 van 28 Mei 1965, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 773.]

[28 Mei 1965.

WET OP OORLOGSMAATREËLS, 1940.**OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGS-MAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.****BOU- EN MONUMENTKLIPMESSELNYWERHEID, BLOEMFONTEIN.**

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werkneemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Bou- en Monumentklipmesselnywerheid wat by Goewermentskennisgewing No. R. 771 van 28 Mei 1965 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

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Eksemplare van die STAATSDRUKKER, PRETORIA OF KAAPSTAD verkrybaar.

Prys R3.30. Oorsee R4.15 Posvry.

(1) Description of goods.	(2) B.T.N.	(3) Beskrywing van goedere.
Pipe fittings, viz.—	Ex 73.20	Pyptoeborens, naamlik—
(i) black malleable cast iron	—	(i) van swart smeebare gietyster;
(ii) galvanised malleable cast iron	—	(ii) van smeebare gegalvaniseerde gietyster;
(iii) cocks, taps and valves, viz. hose and toilet bibcocks, plain; pillar and stop cocks; bath, handbasin, shower and sink watermixers; shower units; tank locking cocks; ball valves; gate or sluice valves for use with pipes of an internal diameter not exceeding 8 inches	84.61	(iii) krane en kleppe, naamlik slang en toilettapkrane, een-voudige; staan- en afluutkrane; bad-, wasbak-, stortbad-, en opwasbakwatermengers; stortbadeenhede; tenksluitkrane; vlotterkleppe; sluiskleppe, vir gebruik by pype met 'n binnedeursnee van hoogstens 8 duim;
(iv) by the deletion of the references in paragraphs 1 and 5 to the effect that particulars relating to the Brussels Tariff Nomenclature are published for guidance only,	—	(iv) deur die weglatting van die verwysings in paragraue 1 en 5 ten effekte dat besonderhede rakende die Brusselse Tariefnomenklatur slegs vir leiding gepubliseer word;
(v) by the deletion of the reference to the Second or Third Schedule to the Customs Act, No. 55 of 1955, as amended, in Note (1) of paragraph 1 and substituting therefor a reference to the Third, Fourth and Fifth Schedules to the Customs and Excise Act, No. 91 of 1964	—	(v) deur die skrapping van die verwysing na die Tweede of Derde Bylae van die Doeane wet, No. 55 van 1955, soos gewysig, in Nota (1) van paragraaf 1, en die vervanging daarvan deur 'n verwysing na die Derde, Vierde en Vyfde Bylae van die Doeane- en Aksynswet, No. 91 van 1964;
(vi) by the deletion of the reference to the Customs Act, of 1955, as amended, in Note (2) of paragraph 1 and Note (3) of paragraph 5 and substituting therefor a reference to the Customs and Excise Act, No. 91 of 1964	—	(vi) deur die skrapping van die verwysing na die Doeane wet, No. 55 van 1955, soos gewysig, in Nota (2) van paragraaf 1 en Nota (3) van paragraaf 5, en die vervanging daarvan deur 'n verwysing na die Doeane- en Aksynswet, No. 91 van 1964;
(vii) by the deletion of the reference to the Second Schedule to the Customs Act, No. 55 of 1955, as amended, in Note (1) of paragraph 5 and substituting therefor a reference to the Third Schedule to the Customs and Excise Act, No. 91 of 1964	—	(vii) deur die skrapping van die verwysing na die Tweede Bylae van die Doeane wet, No. 55 van 1955, soos gewysig, in Nota (1) van paragraaf 5, en die vervanging daarvan deur 'n verwysing na die Derde Bylae van die Doeane- en Aksynswet, No. 91 van 1964.

N. DIEDERICHS,
Minister of Economic Affairs.

N. DIEDERICH'S,
Minister van Ekonomiese Sake.

EXPLANATORY NOTE.

- The Brussels Tariff Nomenclature came into operation with effect from the 1st January, 1965, and will henceforth also be used in the classification of goods for Import Control purposes.
- For the purpose of this Notice poplin means a fabric woven from yarn of a cotton count of 30's or finer, in the warp or the weft, in single form, whether plied or not, and with the total number of threads being not less than 140 per square inch, of which not less than 84 threads shall be in the warp, but excluding—
 - printed fabrics;
 - fabrics in a drill, twill or sateen weave;
 - materials on which the duty is fully or partially rebated in respect of those industries specified in the Third Schedule of the Customs and Excise Act No. 91 of 1964;
 - fabrics containing more than 20 per cent by weight of wool or hair;
 - fabrics with a weight of 5 oz, or more per square yard;
 - fabrics woven from continuous fibre; and
 - embroidered fabrics, that is, fabrics embroidered over the full width and length of the cloth.
- This notice in so far as it relates to poplin shall not apply to goods shipped on or before the 27th April, 1965.

- VERDUIDELIKENDE NOTA.
- Die Brusselse Tariefnomenklatur het in werking getree met ingang van 1 Januarie 1965, en sal voortaan ook gebruik word by die klassifikasie van goedere vir Invoerbeheerdeelinge.
 - By die toepassing van hierdie Kennisgewing beteken poplein 'n weefstof geweef van garing van katoen met 'n telling van 30's of dunner, in die skering of the instlag, in enkelvoudige vorm, of dit verdubbel is al dan nie, en met die totale getal drade minstens 140 per vierkante duim, waarvan nie minder nie as 84 drade in die skering moet wees, maar uitgesonderd—
 - bedrukte weefstowwe;
 - weefstowwe met 'n dril-, gekeperde linne- of katoensatyn-weef;
 - materiaal waarop 'n korting van die invoerreg ten volle of gedeeltelik toegestaan word ten opsigte van dié nywerhede gespesifieer in die Derde Bylae van die Doeane- en Aksynswet, No. 91 van 1964;
 - weefstowwe wat volgens gewig meer as 20 persent wol of haар bevat;
 - weefstowwe met 'n gewig van 5 oz. of meer per vierkante jaart;
 - weefstowwe van kontinuvesel; en
 - geborduurde weefstowwe, naamlik weefstowwe wat oor die volle breedte en lengte van die weefstof geborduur is.
 - Insover dit betrekking het op popelein sal hierdie kennisgewing nie van toepassing wees op goedere wat op of voor 27 April 1965 verskeep is nie.

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