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[No. 1262.]

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID.

No. R.1599.]

[20 Oktober 1965.]

WET OP NYWERHEIDSVERSOENING, 1956.

BOUNYWERHEID, OOS-LONDEN.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 28 en 34, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Oos-Londen; 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, 28 en 34, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, in die landdrosdistrik Oos-Londen *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. R.1599.]

[20th October, 1965.]

INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING INDUSTRY, EAST LONDON.

On behalf of the Minister of Labour, I, MARAIS 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, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday upon the employers' organization and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organization or 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, 28 and 34, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of East London; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Magisterial District of East London and from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 28 and 34, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Deputy Minister of Labour.

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 lêwerk iets bykomstigs is tot die verkoop van sodanige linoleum en geen deel uitmaak van die regstreekse koste van die klant nie;

„Raad” die Nywerheidsraad vir die Bounywerheid, Oos-Londen, geregistreer, ingevolge artikel *negentien* van die Wet;

„plattelandse werk” werk buite die landdrosdistrik Oos-Londen;

„gevaarlike werk” alle werk—

(a) wat as gevaarlik geklassifiseer is in 'n statutêre, provinsiale of munisipale wet of regulasie wat op die nywerheid betrekking het en in die landdrosdistrik Oos-Londen van toepassing is;

(b) wat verrig word in verband met ondersteuning en skoring;

(c) wat in ou riole verrig word;

(d) wat op of van 'n hangsteier, 'n bootsmanstoel, of 'n dak wat meer as 25 voet bokant die grond is, in verband met die opknapping, verandering of herstel van 'n gebou aan die buitekant van sodanige gebou verrig word (uitgesonderd 'n nuwe gebou wat in aanbou is);

„noodwerk”, sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie in die gewone werke voorgeskryf in klousule 8 verrig kan word nie, en noodsaaklik is om die gesondheid of veiligheid van die publiek, of die voortsetting van 'n ander nywerheid, besigheid of onderneming te verseker, of enige werk wat as gevolg van oorsake soos brand, storms, oorstromings, ongelukke of geweldpleging sonder versuim verrig moet word;

„noodsaaklike dienste” werk wat noodsaaklikerwys verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, saak of onderneming te verseker;

„arbeider” 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

(a) klip of grond uitgrawe of uitneem vir fondamente, vore, riole of kanale;

(b) klip of grond wat uitgegrawe is, verwyder;

(c) materiaal met gawe ingooi in of verwyder uit dagha- of betonmengmasjiene en dagha of beton met gawe meng;

(d) materiale op- of aflaai;

(e) dagha, stene, klip, beton of ander materiaal dra;

(f) gebruikte stene skoonmaak;

(g) teer en soortgelyke produkte aan geboue wat geokkupeer en latrines wat gebruik moet word deur Bantoes, en/of aan timmerhout soos vloerbalke en die onderkant van 'n grondvloer, aanwend en ook bitumenmengsel aan betonkolomme en -balke aanwend;

(h) gleuwe en gate in mure en betonvloere maak vir geleidingskanale en gate in beton boor;

(i) staalwapeningsmateriaal met draad vasbind en sodanige materiaal onder die regstreekse toesig van 'n ambagsman sny, buig, monteer, oprig en vassit;

(j) steiers oprig onder die voortdurende toesig van 'n bevoegde persoon van wie daar in klousule 12 (4) melding gemaak word;

(k) 'n hangsaag en klippoleermasjinerie (uitgesonderd 'n Mall en Biax- of dergelike tipe draagbare draaiskyfmasjiën, buig-same sny- en afwerkmasjiën) onder die regstreekse toesig van 'n ambagsman bedien;

(l) beton gelykmaak en 'n betontriller onder regstreekse toesig bedien;

(m) onder die regstreekse toesig van 'n ambagsman skroefdraad in pype sny;

(n) (i) pleister van staal- of houtoppervlaktes in nuwe geboue verwyder voordat daar geverf word;

(ii) nuwe gegalvaniseerde oppervlaktes met oplossings was, met dien verstande dat borsels of verfverwyderaars nie gebruik word nie;

(iii) roes en ketelsteen van yster- of staaloppervlaktes verwyder, mits geen chemikalieë gebruik word nie;

(iv) dakke wat voorheen geverf was, skoonmaak, en dit ook met staalborsels borsel voordat dit oorgeverf word;

(v) los of afskilferende verf van geute, geutpype of ander oppervlaktes verwyder, met dien verstande dat 'n verfverwyderaar nie gebruik word nie;

(vi) ambagsmanne help om enige oppervlaktes skoon te maak of af te was, met dien verstande dat gereedskap wat gewoonlik deur skilders gebruik word, nie gebruik word nie of ambagswerk nie deur die arbeider gedoen word nie;

(vii) oppervlaktes wat voorheen afgewit was, afskraap en afskuur maar nie ook oppervlaktes herstel nie;

(viii) skuurpapier wat nie fyner as Oakey No. 0, of die ekwivalent daarvan, is nie, vir enigeen van bogenoemde skoonmaakprosesse gebruik, maar geen borsels buiten skroborsels of staalborsels gebruik nie;

(ix) vakmanne waar nodig help, maar nie 'n vakman se werk verrig nie;

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;

“Council” means the Industrial Council for the Building Industry, East London, registered in terms of section *nineteen* of the Act;

“dangerous work” means any work—

(a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Industry and operating within the Magisterial District of East London;

(b) performed in connection with underpinning and shoring;

(c) performed in old sewers;

(d) performed on the outside of a building (other than in the course or erection of a new building) on or from a swinging scaffold, boatswain's chair or a roof at the height of more than 25 feet from the ground level, in connection with the renovation, alteration or repair of such building.

“emergency work”, without limiting the ordinary meaning of the terms, shall include any work which cannot be performed within the ordinary hours of work, prescribed in clause 8, and which is necessary to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking, or any work which, owing to causes such as fire, storm, flood, accident or act of violence, must be performed without delay;

“essential services”, means any work which must necessarily be performed in order to ensure the health and safety of the public or carrying on of any other industry, business or undertaking;

“labourer” means an employee who is employed in any or all of the following operations, viz.:—

(a) Digging or taking out stone or soil for foundations, trenches, drains and channels;

(b) removing excavated stone and soil;

(c) shovelling materials into or removing them from mortar or concrete mixing machines and mixing mortar or concrete by hand with shovels;

(d) loading or unloading materials;

(e) carrying mortar, bricks, stone, concrete or other materials;

(f) cleaning used bricks;

(g) the use of tar and similar products on buildings to be occupied and latrines to be used by Bantu and/or rough timber such as floor joists and underside of ground floor, including the application of bitumen compound to concrete columns and beams;

(h) chasing and cutting of walls and concrete floors for conduits and drilling concrete;

(i) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under direct supervision of an artisan;

(j) scaffold erection under the constant supervision of a competent person referred to in clause 12 (4);

(k) operating under the direct supervision of an artisan, a swing saw and stone polishing machinery (other than a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machine);

(l) levelling concrete and operating a concrete vibrator under direct supervision;

(m) threading of piping under direct supervision of an artisan;

(n) (i) removing plaster from steel or wood surfaces in new buildings prior to painting;

(ii) washing down new galvanized surfaces with solutions provided brushes or paint removers are not used;

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

(iv) cleaning down previously painted roofs including wire brushing prior to re-painting;

(v) removing loose and flaking paint from gutters, downpipes, or other surfaces, provided a paint remover is not used;

(vi) assisting artisans in the cleaning down or washing down of any surfaces, provided that no tools ordinarily employed by painters are used or artisan's work done by the labourer;

(vii) scraping and scrubbing down previously lime-washed surfaces and not to include repairing of surfaces;

(viii) sandpaper of grade not finer than Oakey's No. 0, or equivalent may be used for any of the above cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;

(ix) assisting journeymen wherever necessary, but not to perform journeymen's work;

„minderjarige” ’n minderjarige wat ooreenkomstig die Wet op Vakleerlinge, 1944, soos gewysig, op proef werksaam is;
 „oortydwerk” alle tyd wat daar meer as die werkure voorgeskryf in klousule 9, gewerk word;
 „stukwerk” ’n werkstelsel waarvolgens die minimum loon waarop ’n werknemer geregtig is, bereken word slegs op die hoeveelheid werk gedoen, of die werkproduksie, afgesien van die tyd wat aan sodanige werk bestee is;
 „halfgeskoolde werknemer” ’n werknemer wat enigeen van of al die volgende klasse werk verrig:—

Uitsluitlik oor arbeiders toesig hou, metaalvensters imme-
 kaarsit, houtskuiframe vasspyker, rioolpype kalfater, be-
 tonpype vervaardig, ’n klippoleermasjien, uitgesonderd ’n
 Mall of Biax of soortgelyke draagbare draaiskyfmasjien,
 buigsame sny- en afwerkmasjien, bedien, beton- of dagha-
 mengers of ander dergelyke masjiene bedien, afwitwerk
 doen, en wat daarbenewens die werk van ’n arbeider
 mag verrig;

„bouwerk” ook mure, grens-, tuin- en keurmure, monumente en
 alle soorte gedenkstene;

„geskikte slaapplek” ’n waterdigte skuiling wat stewig toegesluit
 kan word, wat ’n houtvloer het en wat die nodige was- en
 latrinegeriewe het;

„werkende werkgewer” of „vennoot” ’n werkgewer of ’n ven-
 noot in ’n vennootskap wat self werk verrig wat in die om-
 skrywing van die „Bounywerheid” ingesluit word.

4. LONE.

(1) Die minimum loon wat ’n werkgewer aan elke lid van onder-
 genoemde klasse van sy werknemers moet betaal, is soos volg:—

Klas Werknemer	Per Uur Sent
(a) Arbeider	16½
(b) Drywer van ’n meganiese voertuig met ’n netto dravermog van— tot en met vyf ton meer as vyf ton tot en met sewe ton meer as sewe ton	30½ 34 39½
(c) Stoomwadywer	40½
(d) Bediener— van ’n skuur- en draaiskyfmasjien op vloer- bedekking van ’n hystoestel	29½ 29½
(e) halfgeskoolde werknemer	26½
(f) werknemers in alle ander ambagte en beroepe (uitgesonderd vakleerlinge en minderjariges ge- durende die proeftydperk ooreenkomstig die Wet op Vakleerlinge, 1944)	82

By die indeling van ’n werknemer vir die toepassing van hierdie
 Ooreenkoms, word hy geag tot dié klas te behoort waarin hy uit-
 sluitlik of hoofsaaklik werksaam is.

(2) Die lone in subklousule (1) (f) hiervan voorgeskryf, is
 onderworpe aan die volgende jaarlikse aanpassings op die eerste
 betaaldag na die publikasie van die *Goewermenskenningsgewing* in
 Januarie elke jaar wat die verandering in die indeks-syfer weergee;
 die „indeks-syfer” beteken die gemiddelde verbruiksprysindeks-syfer
 vir Oos-Londen, wat betrekking het op alle items, soos ten opsigte
 van elke gebied vergelyk met homself in Oktober 1958 deur die
 Direkteur van Sensus en Statistiek in die *Goewermenskennings-
 gewing* gepubliseer:—

(i) Die aanpassing geskied teen ’n verhoging of verlaging van
 1 sent per uur vir elke kerftoename of -afname van 1.284
 punte van die verbruiksprysindeks-syfer, op die grondslag
 dat 110.868 punte gelyk is aan 83 sent.

(ii) Vir die toepassing van hierdie subklousule beteken „kerf”
 elke voltooië stadium van 1.284 punte waarmee die indek-
 syfer bokant 110.868 styg of daaronder daal, nl. ’n styging
 tot 112.152, 113.436, 114.720 ens., of ’n daling tot 109.584,
 108.300, 107.016, ens.

(3) *Differensiële Loon.*—’n Werkgewer wat van ’n lid van een
 klas van sy werknemers vereis of hom toelaat om, of benewens sy
 eie werk of in plaas daarvan, werk van ’n ander klas te verrig
 waarvoor ’n hoër loon as die dié van sy eie klas in subklousule
 (1) voorgeskryf word, moet sodanige werknemer dié hoër loon
 wat op die ander klas werk wat verrig is, van toepassing is, betaal
 ten opsigte van elke uur of gedeelte van ’n uur wat altesaam
 aldus op ’n dag waarin die werknemer sodanige ander klas werk
 verrig, gewerk word.

(4) *Betaling vir Gevaarlike Werk.*—Benewens die loon voorge-
 skryf in subklousule (1), moet ’n werkgewer sy werknemer minstens
 10 persent van sodanige loon betaal ten opsigte van elke uur of
 deel van ’n uur wat sodanige werknemer gevaarlike werk doen.

(5) *Minderjariges* moet gedurende die proeftydperk wat die Wet
 op Vakleerlinge toelaat, minstens die loon vir die eerste jaar van
 vakleerlingskap voorgeskryf, betaal word.

(6) *Wagtyd.*—Wanneer dit as gevolg van ’n bedryfslapte of on-
 vermydelike vertraging in verband met die aflewering van
 materiaal of ander oorsake buite die beheer van werkgewers,
 monotoonlik is om op ’n dag met die werk voort te gaan, is werk-
 gewers slegs daarvoor aanspreeklik om werknemers volle lone en
 toelae te betaal, soos voorgeskryf in hierdie Ooreenkoms, vir
 alle tyd wat aan die werk bestee is tot op die tydstop waarop
 opdrag gegee is om die werk te staak.

„minor” means a minor employed on probation in terms of the
 Apprenticeship Act, 1944, as amended;

„overtime” means all time worked in excess of the hours of
 work prescribed in clause 8;

„piece-work” means any system of work under which the mini-
 mum 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;

„semi-skilled employee” means an employee engaged in any or
 all of the following classes of work viz.:—

Supervising solely labourers, assembling metal windows,
 sprigging of woodsashes, caulking of drainpipes, making
 of concrete pipes, operating a stone polishing machine,
 other than a Mall and Biax or similar type of portable
 spinner flexible cutting and finishing machine, operating
 concrete mixers, mortar or other similar machines, doing
 lime-washing, and who may in addition perform the work
 of a labourer.

„structure” includes walls, boundary, garden and retaining
 walls, monuments and memorials of all types;

„suitable sleeping accommodation” means a waterproof shelter
 capable of being securely locked, with a wooden floor and
 the necessary washing and lavatory accommodation;

„working employer” or „partner” means an employer or any
 partner in a partnership which is an employer, and who
 himself performs any work included in the definition of
 the Building Industry.

4. WAGES.

(1) The minimum wages which shall be paid by an employer to
 each member of the undermentioned classes of his employees
 shall be as follows:—

Class of Employee	Per Hour Cents.
(a) Labourer	16½
(b) Driver of a mechanical vehicle with a net carrying capacity— up to and including five tons over five tons and up to and including seven tons over seven tons	30½ 34 39½
(c) Driver of a steam wagon	40½
(d) Operator— of sandpapering and spinning machine on flooring of a hoist	29½ 29½
(e) semi-skilled employee	26½
(f) employees in all other trades and occupations (excluding apprentices and minors during the probationary period under the Apprenticeship Act, 1944)	82

In classifying an employee for the purpose of this Agreement
 he shall be deemed to be in that class in which he is wholly or
 mainly engaged.

(2) The wages prescribed in sub-clause (1) (f) 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 „index figure”
 means the average consumer price index figure for East London,
 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:—

(i) The adjustment shall be at the rate of 1 cent per hour
 increase or decrease for each notch 1.284 points traversed
 by the consumer price index figures on the basis that
 110.868 points equals 83 cents.

(ii) for the purpose of this sub-clause a „notch” means each
 completed stage of 1.284 points variation in the index
 figure upwards or downwards from 110.868 viz. upwards
 112.152, 113.436, 114.720, etc. downwards 109.584, 108.300,
 107.016, etc.

(3) *Differential Wage.*—An employer who requires or permits a
 member of one class of his employees to perform, either in addi-
 tion to his own work or in substitution therefor, work of another
 class for which a higher wage than that of his own class is pre-
 scribed in sub-clause (1), shall pay to such employee the higher
 wage applicable to the other class of work performed, in respect
 of each hour or part of an hour in the aggregate so worked on
 any day, during which the employee was employed on such other
 class of work.

(4) *Payment for Dangerous Work.*—In addition to the wage
 prescribed in sub-clause (1) an employer shall pay to his employee
 not less than 10 per cent of such wage in respect of each hour
 or part of an hour during which such employee is engaged on
 dangerous work.

(5) *Minors* during the probationary period allowed by the
 Apprenticeship Act, shall be paid not less than first year appren-
 ticeship rate of wages.

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

Wanneer 'n werknemer hom op die gebruikelike manier op 'n werkdag op die gewone aanvangstyd vir werk aanmeld en daar geen werk vir hom is nie, mits dit nie as gevolg van slegte weer is nie, moet hy 'n bedrag betaal wat gelyk is aan betaling vir twee uur asof hy inderdaad gewerk het, tensy sy werkgever hom op die vorige werkdag in kennis gestel het dat sy dienste nie op die betrokke dag nodig sal wees nie.

(7) *Lewenskostoelae*.—Die lone in subklousule (1) voorgeskryf, sluit die lewenskostoelae soos voorgeskryf in Oorlogsmaatreël No. 43 van 1942, soos gewysig, in.

Indien die lewenskostoelae ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, verhoog word, moet die besoldiging wat hierin voorgeskryf word, dienoreenkomstig verhoog word, met dien verstande dat die lewenskostoelae wat betaalbaar is op die verstrykingsdatum van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1749 van 21 November 1958, soos gewysig, 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 verhoging as lewenskostoelae moet bly tel.

5. KONTRAK VIR SLEGS ARBEID.

Geen werkgever mag werk op 'n kontrakgrondslag vir slegs arbeid uitbestee nie en geen werknemer mag werk op sodanige grondslag verrig nie.

6. BETALING VAN LONE, OORTYD-, EN ANDER BESOLDIGING.

(a) Lone, oortydverdienste en alle ander besoldiging wat verskuldig is, moet weekliks gedurende werkure en nie later nie as 4.30 nm. op Vrydae, of by diensbeëindiging indien dit voor die gewone betaaldag van die werknemer plaasvind, betaal word. As Vrydag 'n vakansiedag in die Bounywerheid is, moet betaling op die voorafgaande Donderdag geskied.

(b) Lone, oortydverdienste en alle ander besoldiging wat verskuldig is, moet aan werknemers oorhandig word in verseelde koerte, of op enige ander manier wat die Raad goedkeur, waarop die naam van die werknemer, die getal gewone en oortydure gewerk, alle bedrae wat afgetrek mag gewees het en die bedrag wat ingesluit word, gemeld word.

(c) Behoudens die bepaling van klousule 22 (1), 23 en 31 (1), mag geen bedrag hoegenaamd van die bedrae wat ten opsigte van lone, oortydverdienste en/of 'n ander vorm van besoldiging aan 'n werknemer verskuldig is, afgetrek word nie, uitgesonderd die bedrag wat 'n werkgever regens of kragtens 'n bevel van 'n bevoegde hof moet of mag aftrek.

7. STAPTYD EN VERVOER.

(1) Wanneer 'n werk buite 'n straal van ses myl maar binne 'n straal van agt myl van die hoofposkantoor, Oos-Londen, geleë is, moet die werkgever aan elke werknemer wat by sodanige werk werksaam is, 'n toelae van twee en 'n half sent betaal vir elke halfmyl of gedeelte van 'n halfmyl van die afstand wat buite sodanige straal van ses myl geleë is.

(2) Die toelae is daagliks vir albei rigtings betaalbaar, maar moet vir elke rigting afsonderlik bereken word.

(3) 'n Werkgever is daarop geregtig om, in plaas van bogenoemde, geskikte vervoer in albei rigtings te verskaf.

(4) Alle tyd wat 'n werknemer bestee om by die werk te kom of daarvandaan terug te keer, word nie geag deel te vorm van die gewone werkure of oortydwerkure nie.

(5) 'n Werknemer wat op staptyd- of vervoertoelae geregtig is, moet sodanige toelae weekliks eis en betaal word.

(6) Vir die toepassing van hierdie klousule beteken „geskikte vervoer” vervoer wat van waterdigte bedekking en geskaafde houtsitplekke voorsien is.

(7) Wanneer 'n werk binne 'n nie-Blanke gebied geleë is waar daar geen Blanke busdiens is nie, moet die werkgever vanaf die naaste punt wat deur die Blanke busdiens bedien word, geskikte vervoer vir werknemers na en van sodanige werk verskaf.

8. WERKURE.

(1) (a) Behoudens die bepaling van subklousule (4) van hierdie klousule en klousule 9 van hierdie Ooreenkoms, mag 'n werkgever nie van 'n werknemer vereis of hom toelaat om vroeër as 7.30 vm., tussen 12.30 nm. en 1.30 nm., of later as 5 nm. op enige dag van Maandag tot en met Donderdag, of later as 4.30 nm. op Vrydae te werk nie, en mag 'n werknemer ook nie sodanige ure werk nie.

(b) Ondanks die bepaling van subklousule (1) (a) en (4) van hierdie klousule, mag 'n werkgever halfgeskoolde werknemers en arbeiders toelaat om om 7-uur op 'n werkdag te begin werk.

(2) Die gewone werkure van 'n werknemer mag nie meer as die volgende wees nie—

(a) In die geval van 'n arbeider, drywer van 'n meganiese voertuig of stoomwa, hystoestelbediener en halfgeskoolde werknemer—

(i) drie-en-veertig en twee derde uur in 'n week vanaf Maandag tot en met Vrydag;

(ii) agt uur en vyftig minute op 'n dag vanaf Maandag tot en met Donderdag; agt uur en twintig minute op Vrydae;

Whenever an employee reports for duty in the usual way on any working day at the normal starting time and there is no work for him, other than on account of inclement weather, he shall be paid an amount equal to two hours pay as if he had in fact worked, unless he had been notified by his employer, on the previous working day that his services would not be required on the day in question.

(7) *Cost-of-living Allowance*.—The wages prescribed in sub-clause (1) includes cost-of-living allowances as prescribed in War Measure No. 43 of 1942, as amended.

If the cost-of-living allowance in terms of 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. 1749 of 21st November, 1958, as amended, shall for the purpose of the said War Measure or any substituting of superseding legislation, continue to count as cost-of-living allowance in the determination of the relative increase.

5. LABOUR ONLY CONTRACT.

No employer shall give out work on a labour only contract basis and no employee shall perform work on such a basis.

6. PAYMENT OF WAGES, OVERTIME, AND OTHER REMUNERATION.

(a) Wages, earnings for overtime and all other remuneration due shall be paid in cash weekly during work hours and not later than 4.30 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee. When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding.

(b) Wages, earnings for overtime and any other remuneration due shall be handed to employees in sealed envelopes, or in any other manner approved by the Council, bearing the name of the employee, number of ordinary and overtime hours worked, any deductions which may have been made and the amount enclosed.

(c) Subject to the provisions of clauses 22 (1), 23 and 31 (1) no deduction of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than the amount which an employer is legally or in terms of an order of any competent court required or permitted to make.

7. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated outside a radius of six miles but within a radius of eight miles from the Principal Post Office of East London, the employer shall pay to each employee employed on such a job an allowance of two and a half cents for every half mile or portion of half a mile of the distance which the job is situated beyond such six mile radius.

(2) The allowance shall be payable for both ways daily but shall be calculated separately each way.

(3) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing.

(4) Any time occupied by the employee in proceeding to or from work shall not be deemed to be part of the ordinary hours of work or overtime.

(5) An employee entitled to walking time or transport allowance shall claim and shall be paid such allowance weekly.

(6) For the purpose of this clause “suitable transport” shall mean transport provided with waterproof covering and planed wooden seating.

(7) Whenever a job is situated in a non-European area, where no European bus service operates, the employer shall provide suitable transport for employees from the nearest point served by European bus service, to and from such job.

8. HOURS OF WORK.

(1) (a) Subject to the provisions of sub-clause (4) of this clause and clause 9 of this Agreement, an employer shall not require or allow an employee to work and an employee shall not work earlier than 7.30 a.m. between 12.30 p.m. and 1.30 p.m., nor later than 5 p.m. on any day from Monday to Thursday inclusive, or later than 4.30 p.m. on Fridays.

(b) Notwithstanding the provisions of sub-clause (1) (a) and (4) of this clause an employer may permit semi-skilled employees and labourers to commence work at 7 a.m. on any working day.

(2) The ordinary hours of work of an employee shall not exceed—

(a) in the case of a labourer, driver of a mechanical vehicle or steamwagon, operator of a hoist and semi-skilled employee—

(i) forty-three and two-thirds hours in any week from Mondays to Fridays;

(ii) eight hours and fifty minutes in any day from Monday to Thursday, inclusive; eight hours and twenty minutes on Fridays;

(b) in die geval van alle ander werknemers—

- (i) twee-en-veertig uur in 'n week vanaf Maandag tot en met Vrydag;
- (ii) agt en 'n half uur op 'n dag vanaf Maandag tot en met Donderdag, en agt uur op Vrydag.

(3) Behoudens die bepalings van subklousule (7), mag geen werknemer toegelaat word om vir meer as vyf uur aaneen te werk nie sonder 'n ononderbroke pouse van een uur.

(4) Met die toestemming van die Raad mag 'n werkgever werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van vier-en-twintig uur te werk: Met dien verstande egter dat geen werknemer meer as een skof gedurende 'n tydperk van vier-en-twintig uur mag werk nie, buiten op die voorwaarde wat in klousule 10 van hierdie Ooreenkoms voorgeskryf word; en voorts met dien verstande dat, behoudens die bepalings van klousule 9 (2), 'n werknemer wat 'n skof werk wat na 5 nm. begin of na 8 vm. ophou, die loon betaal moet word wat in klousule 4 voorgeskryf word, plus 10 persent.

(5) Geen werknemer mag buite die ure voorgeskryf in, of wat vasgestel mag word ingevolge hierdie Ooreenkoms, of op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag of gedurende die jaarlikse vakansietydperk in klousule 19 voorgeskryf, terwyl hy nog in die vaste diens van 'n werkgever in die Bounywerheid is, enige werk aanvaar, onderneem of verrig nie, of sy ambag of enige ambag of onderafdeling daarvan wat in die woordskrywing van die „Bounywerheid” gemeld word, uitoefen nie, afgesien daarvan of hy daarvoor besoldig word of nie en of dit vir of namens enigiemand is of nie, tensy skriftelike toestemming vooraf van die Raad verkry is: Met dien verstande dat sodanige werknemer slegs vir homself mag werk.

(6) Geen werk, uitgesonderd dié wat in klousule 9 (1) gespesifiseer word, mag op Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag of Geloftedag verrig word nie, en daar moet vir al sodanige werk wat op sodanige dae verrig word, betaal word teen die loon in klousule 9 (2) (c) voorgeskryf.

(7) Wanneer 'n werkgever en minstens 75 persent van sy werknemers daartoe instem, en behoudens die skriftelike toestemming van die Raad, mag werknemers 'n korter tydperk vir die ononderbroke pouse toegelaat word na 'n aaneenlopende werktidperk van vyf uur, mits sodanige korter tydperk nie korter as 'n halfuur is nie.

9. OORTYDWERK.

(1) Behoudens die bepalings van subklousule (4) mag 'n werkgever nie van sy werknemer vereis of hom toelaat om oortyd te werk nie, buiten in die geval van noodsaaklike dienste of in gevalle van noodwerk.

(2) Behoudens die bepalings van klousule 8 (4), moet 'n werknemer vir wie lone in klousule 4 (1) (f) voorgeskryf word, en van wie daar vereis word om oortyd te werk, minstens die volgende betaal word—

(a) sy uurloon ten opsigte van die eerste twee uur wat daar van Maandag tot en met Vrydag per dag oortyd gewerk word, plus die bedrag hieronder gemeld ten opsigte van elke uur of gedeelte van 'n uur gewerk:—

- (i) Arbeider ... 1 sent
- (ii) Drywer van 'n meganiese voertuig met 'n netto dravermoë van—
tot en met vyf ton ... 2.40 sent
meer as vyf ton tot en met sewe ton ... 2.65 sent
meer as sewe ton ... 3.00 sent
- (iii) Stoomwadyrwer ... 3.10 sent
- (iv) Bediener—
van 'n skuur- en draaiskyfmasjien op vloerbedekking ... 2.30 sent
van 'n hystoestel ... 2.30 sent
- (v) Halfgeskoolde werknemer ... 2.10 sent
- (vi) Vakleerling, minderjarige of kwekeling 'n vyftiende van sy uurloon

(vii) Werknemers in alle ander ambagte en beroepe 6.50 sent

(b) een en een kwart maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

- (i) benewens die twee uur oortyd wat van Maandag tot Vrydag per dag gewerk word;
- (ii) voor 12-uur middag of Saterdag;

(c) een en een derde maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur gewerk—

- (i) na 12-uur middag op Saterdag;
- (ii) op Sondag en tot 7.30 vm. op Maandag;
- (iii) op Goeie Vrydag, Paasmaandag, Hemelvaartdag of Geloftedag;
- (iv) gedurende die jaarlikse vakansietydperk wat in klousule 19 voorgeskryf word.

(3) Geen werkgever mag sy werknemer toelaat om meer as tien uur oortyd in 'n week te werk nie, en geen werknemer mag aldus langer werk nie.

(4) Mits die Raad skriftelik toestemming daartoe verleen en behoudens subklousules (2) en (3) mag loodgieters vir 'n maksimum tydperk van vier uur voor 12-uur middag op Saterdag een ambagsman en een arbeider vir gereedheidsdiens in diens hou. Vir die toepassing van hierdie subklousule beteken gereedheidsdiens dat 'n werknemer op sy pos gehou word gereed om vir noodsaaklike dienste en/of noodwerk uitgeroep te word.

(b) in the case of all other employees—

- (i) forty-two hours in any week from Monday to Friday, inclusive;
- (ii) eight and one half hours in any day from Monday to Thursday, inclusive, and eight hours on Friday.

(3) Subject to the provisions of sub-clause (7), no employee shall be allowed to work more than five hours continuously without an uninterrupted interval of one hour.

(4) With the consent of the Council an employer may engage employees to work two or three shifts during any period of twenty-four hours: Provided, however, that no employee shall work more than one shift in any period of twenty-four hours except under the condition prescribed in clause 9 of this Agreement; and provided further that, subject to the provisions of clause 9 (2), an employee employed on a shift which commences after 5 p.m. or ceases later than 8 a.m. shall be paid the wages prescribed in clause 4 plus 10 per cent.

(5) No employee shall solicit, undertake or perform any work or ply his trade or any trade or sub-division thereof mentioned in the definition of "Building Industry" whether for remuneration or not, for or on behalf of any person, outside the hours prescribed in or as may be laid down in accordance with this Agreement, nor on Saturdays, Sundays, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, or during the annual holiday period specified in clause 19, whilst in the regular employ of an employer in the Building Industry, except where the prior consent of the Council has been obtained in writing: Provided that such an employee may perform work for himself only.

(6) No work other than that specified in clause 9 (1) shall be performed on Sundays, Good Friday, Easter Monday, Ascension Day, or Day of the Covenant, and all such work performed on such days shall be paid for at the rate prescribed in Clause 9 (2) (c).

(7) Whenever an employer and at least 75 per cent of his employees so agree, and subject to the written consent of the Council, employees may be allowed a lesser period of uninterrupted interval after five hours continuous work, provided that such lesser period shall not be less than half an hour.

9. OVERTIME.

(1) Subject to the provisions of sub-clause (4), an employer shall not require nor allow his employee to work overtime except on essential services or in cases of emergency work.

(2) Subject to the provisions of clause 8 (4) an employee for whom wages are prescribed in clause 4 (1) (f), who is required to work overtime shall be paid not less than—

(a) his hourly wage in respect of the first two hours overtime worked per day from Mondays to Fridays, inclusive, plus the amount set forth hereunder in respect of each hour or part of an hour worked:—

- (i) Labourer ... 1 cent
- (ii) Driver of a mechanical vehicle with a net carrying capacity of—
up to and including five tons ... 2.40 cents
over five tons and up to and including seven tons ... 2.65 "
over seven tons ... 3.00 "
- (iii) Driver of a steam wagon ... 3.10 "
- (iv) Operator—
of sandpapering and spinning machine on flooring ... 2.30 "
of a hoist ... 2.30 "
- (v) Semi-skilled employee ... 2.10 "
- (vi) Apprentice, minor or trainee ... one-fifteenth his hourly wage.

(vii) Employees in all other trades and occupations ... 6.50 cents

(b) one and one-quarter times his hourly wage in respect of each hour or part of an hour worked—

- (i) in excess of two hours overtime worked per day from Mondays to Fridays;
- (ii) prior to noon on Saturdays;

(c) one and one-third times his hourly wage in respect of each hour or part of an hour worked—

- (i) after noon on Saturdays;
- (ii) on Sundays and until 7.30 a.m. on Mondays;
- (iii) on Good Friday, Easter Monday, Ascension Day, or the Day of the Covenant;
- (iv) during the annual holiday period prescribed in clause 19.

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

(4) Subject to the written consent of the Council and to sub-clauses (2) and (3), plumbers may retain the services of one artisan and one labourer on stand-by work for the maximum period of four hours, before noon on Saturdays.

For the purposes of this sub-clause "stand-by work" means the retention of an employee on duty awaiting call out on essential services and/or emergency work.

10. DIENSBEÏNDIGING.

(1) 'n Werknemer wat sy diens by 'n werkgever wil beëindig, en 'n werkgever wat die diens van 'n werknemer wil beëindig, moet, behoudens die bepalinge van subklousule (2) van hierdie klousule, die volgende tydperke aan die werkgever of die werknemer, na gelang van die geval, kennis gee van sodanige diensbeëindiging:—

- (a) In die geval van arbeiders gedurende hul eerste week diens, een uur kennis.
- (b) In die geval van arbeiders na voltooiing van een week diens, vier-en-twintig uur kennis.
- (c) In die geval van timmermans en skrynwerkers, minstens twee uur kennis, en gedurende dié tydperk moet sodanige werknemer toegelaat word om sy gereedskap in orde te bring.
- (d) In die geval van alle ander werknemers, minstens een uur kennis.

Met dien verstande dat diens in geen geval mag eindig voor die uitskeiptyd wat in klousule 8 van hierdie Ooreenkoms voorgeskryf word, of daarvolgens vasgestel mag word nie.

(2) Daar word geen kennis van diensbeëindiging vereis nie tensy die betrokke werknemer minstens drie agtereenvolgende dae by dieselfde werkgever gewerk het.

(3) 'n Werknemer wat vereis dat sy loon by diensbeëindiging aan hom betaal moet word, moet sy werkgever voor 10 vm. op sodanige dag kennis van sodanige beëindiging gee.

(4) Indien 'n werknemer ophou werk sonder om die werkgever die kennis te gee wat in subklousule (1) van hierdie klousule voorgeskryf word, mag die werkgever van die lone wat besig is om vir sodanige werknemer op te loop, 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 4 van hierdie Ooreenkoms vir 'n tydperk wat gelyk is aan sodanige kennis, betaalbaar is.

11. BEWARING EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkgever moet op elke werkplek 'n geskikte toeluitplek vir gereedskap verskaf. Hierdie bepaling is nie op kontrakwerk van toepassing nie. Die werkgever moet alle werknemers-gereedskap in werkwinkels teen verlies weens brand verseker. Indien sodanige gereedskap nie verseker is nie, is die werkgever aanspreeklik daarvoor om vir die verlies van sodanige gereedskap weens brand, vergoeding te betaal.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap op die werkplek verskaf. Hierdie subklousule is nie op kontrakwerk van toepassing nie.

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

- (a) *Asfaltwerkers*—rollers, kwaste, reioute wat agt voet of langer is, kaplaarse, handskoene en oorpakke;
- (b) *Timmermans*—alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore wat langer as 12 duim is, alle hamers wat meer as 4 pond weeg en sae om asbesdakbedekking mee te saag;
- (c) vyle om sae wat gebruik word om asbes- en soortgelyke harde materiale mee te saag, skerp te maak;
- (d) *Klipmesselaars en klipkappers*—
 - (i) gereedskap om graniet of harde klip mee te bewerk, en kloue;
 - (ii) geskikte skure vir klipkappers en die dak van sodanige skuur moet minstens tien voet hoog wees. Hierdie reël is nie op klein werkies by bouterreine van toepassing nie;
 - (iii) 'n werknemer om al die gereedskap skerp te maak.

(e) *Skilders en plakkers*—alle gereedskap buiten stopverfmesse, skrapers, stoffers en plakkwaste en skêre;

(f) *Pleistersaars*—Daghaplanke en staanders van geskikte hoogte, rollers, reioute wat agt voet of langer is, en spesiale gereedskap vir granoliet;

- (g) *Loodgieters en gasaanlêers*—
 - (i) masjiene wat in 'n werkwinkel of by 'n werk gebruik word;
 - (ii) afsteekpenne en klinkstawe en bore wat groter is as $\frac{1}{4}$ ”;
 - (iii) draadsnygereedskap soos stokke, snymoere, snytappe en sperratte;
 - (iv) pypsnijgereedskap en skroewe;
 - (v) spesiale en swaar kalfaatysters en vuurkonkas;
 - (vi) metaalpotte en groot gietlepel;
 - (vii) beitels, ponse en muurpenne wat langer as 9 duim is;
 - (viii) soldeerboute;
 - (ix) vyle en ystersaaglemme;
 - (x) drewels wat meer as twee duim in deursnee is;
 - (xi) klinknaelstelle van grootte No. 12 en groter en groefgereedskap;
 - (xii) plaatmetaalwerkershamers en swaar klophamers;
 - (xiii) ponse wat meer as 'n kwart duim in deursnee is, hol of platpunt;
 - (xiv) moersleutels en tange wat langer as 18 duim is.

12. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Werkgewers en werknemers moet die volgende reëls nakom:—

(1) *Boetseerwerkwinkels van pleistersaars*.—Vorms moet gevul word onder die toereikende toesig van 'n werknemer wat minstens die besoldiging wat voorgeskryf word vir werknemers in klousule 4 (1) (f) hiervan gemeld, betaal word, en geen werknemer wat aldus werk, mag laer lone aanvaar nie.

10. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating an engagement with an employer, and any employer desirous of terminating the services of an employee, shall, subject to the provisions of sub-clause (2) of this clause give the following periods of notice of termination of employment to the employer or employee as the case may be:—

- (a) In the case of labourers during their first week of employment, one hour's notice.
- (b) In the case of labourers after the completion of one week of employment, twenty-four hours' notice.
- (c) In the case of carpenters and joiners, not less than two hours' notice, during which period such employee shall be allowed to put his tools in order.
- (d) In the case of all other employees, not less than one hour's notice.

Provided that employment shall not in any case terminate before the finishing time prescribed in or as may be laid down in accordance with clause 8 of the Agreement.

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

(3) An employee who requires payment of wages due to be made on termination of employment shall give his employer notice of such termination before 10 a.m. on such day.

(4) Should an employee cease work without having given to the employer the notice prescribed in sub-clause (1) of this clause, the employer may deduct from any wages in the process of accrual to such employee, an amount equivalent to the wages payable in terms of clause 4 of this Agreement for a period equal to such notice.

11. STORAGE AND PROVISIONS OF TOOLS.

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing work. All employees' tools in workshops shall be insured by the employer against loss by fire. If such tools are not insured the employer shall be liable to make good any loss of such tools due to fire.

(2) Employers shall supply grindstones for sharpening tools on the job. This sub-clause shall not apply to jobbing work.

(3) Employers shall provide in the case of—

- (a) *Asphalters*—rollers, brushes, straight-edges of eight feet and over, top-boots, gloves and overalls;
- (b) *Carpenters*—all cramps, handscrows, glue-brushes, wrenches, crow-bars, augers and bits over 12 inches long, hammers over 4 lb., and saws for asbestos roofing;
- (c) files for sharpening of saws used in cutting of asbestos and similar hard material;
- (d) *Masons and Stone-cutters*—
 - (i) tools for marking granite or hard stone, and claws;
 - (ii) suitable sheds for stone-cutters, the roof of which must not be less than 10 feet high. This rule shall not apply to small jobs on building sites;
 - (iii) an employee to sharpen all tools;

(e) *Painters and Paper Hangers*—all tools except putty knives, scrapers, dusters and paperhangers' brushes and scissors;

(f) *Plasterers*—dagga boards and stands of suitable height, rollers, straight-edges of eight feet and over, and special granolithic tools;

- (g) *Plumbers and Gasfitters*—
 - (i) machines used in shop or on job;
 - (ii) stake and rivetting bars and drills over $\frac{1}{4}$ inch in size;
 - (iii) screwing tackle, such as stock, dies, taps and ratchets;
 - (iv) pipe-cutting tools and vices;
 - (v) special and heavy caulking irons and firepots;
 - (vi) metal pot and large ladles;
 - (vii) chisels, punches and wall pins over 9 inches in length;
 - (viii) soldering irons;
 - (ix) files and hack-saw blades;
 - (x) mandrels over 2 inches in diameter;
 - (xi) rivet sets from No. 12 rivet and over, and grooving tools;
 - (xii) sheet metal workers' mallets and heavy dressers;
 - (xiii) punches over $\frac{1}{4}$ -inch diameter, hollow or solid;
 - (xiv) wrenches and tongs over 18 inches in length.

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

Employers and employees shall observe the following rules:—

(1) *Plasterers' Modelling Shops*.—The filling of moulds shall be carried out under the adequate supervision of an employee who shall be paid not less than the remuneration prescribed for employees referred to in clause 4 (1) (f) hereof, and no employee so employed shall accept wages at a lower rate.

(2) *Betonwerk*—(i) 'n Werknemer wat enigeen van die volgende werksaamhede verrig:—

- (a) bekisting maak of oprig;
- (b) oppervlaktes afwerk;
- (c) oor die oprigting en bevestiging van wapening toesig hou;
- (d) oor die gelykmaking van beton en ander betonwerk toesig hou;

moet minstens die besoldiging voorgeskryf vir werknemers in klousule 4 (1) (f) hiervan gemeld, betaal word, en geen werknemer wat aldus werk, mag laer lone aanvaar nie.

(ii) Elke werkgewer moet 'n werknemer teen minstens die loon voorgeskryf vir werknemers in klousule 4 (1) (f) hiervan, voortdurend in diens hê terwyl beton *in situ* geplaas word, en dit is die uitsluitlike plig van hierdie werknemer om toesig te hou oor ander persone wat hierdie klas werk verrig.

(3) (a) *Klipwerk*—(i) 'n Werkgewer mag niemand anders as 'n klipmesselaar as 'n bediener van 'n klipdraai- en skaafmasjien (en/of 'n diamant- en karborundumsaagmasjien) in diens neem nie, tensy sodanige persoon minstens die besoldiging voorgeskryf vir werknemers in klousule 4 (1) (f) hiervan, ontvang, en geen werknemer wat aldus werksaam is, mag laer lone aanvaar nie.

(ii) 'n Werkgewer mag niemand anders as 'n gekwalifiseerde klipmesselaar in diens neem nie vir werk wat gewoonlik deur klipmesselaars verrig word.

(b) 'n Werkgewer moet 'n werknemer wat saaglemme herstel, klippe regsit om gesaag te word en/of alle klippe vir poleermasjiene vassit of waterpas maak, minstens die besoldiging betaal wat vir werknemers in klousule 4 (1) (f) hiervan gemeld, voorgeskryf word, en geen werknemer mag laer lone aanvaar nie.

(c) 'n Werkgewer mag nie toelaat dat klipwerkbanke minder as ses voet van mekaar af is of dat stof gedurende werkure met uitlaat- of ander lug afgeblaas word nie.

(d) Geen werkgewer mag in die Nywerheid of in die gebied waarop hierdie Ooreenkoms betrekking het, grafstene of grafdenktekens of enige tipe klip gebruik nie, wat, na gelang van die geval, vervaardig, afgewerk of gedeeltelik afgewerk is in enige gebied van die Republiek van Suid-Afrika waarin die loonskale vir die betrokke werk laer is as die wat vir sodanige werk vasgestel word in 'n wetlike loonreëlingsmaatreël wat op die Bou-nywerheid in daardie gebied van toepassing is, of indien sodanige maatreël in sodanige gebied ontbreek, laer is as die skaal vasgestel in enige wetlike loonreëlingsmaatreël wat die naaste aan daardie gebied van krag is.

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

(4) *Steiers*—'n Werkgewer moet verseker dat 'n steier vir werkmense verskaf word in alle gevalle waar werk nie veilig van 'n leer af of op 'n ander manier verrig kan word nie, en dat alle steiers behoorlik opgerig word van geskikte en gawe materiaal, dat dit opgerig word onder die toesig van 'n ambagsman aan wie die werkgewer minstens die loon en toelaes moet betaal soos in klousule 4 (1) (f) van hierdie Ooreenkoms voorgeskryf.

A. *Instandhouding en verandering van steiers*—'n Werkgewer moet verseker dat alle steiers in 'n goeie en veilige toestand gehou word en dat dit nie afgebreek of wesentlik verander word nie behalwe onder die toesig van 'n ambagsman aan wie die werkgewer minstens die lone en toelaes moet betaal soos in klousule 4 (1) (f) van hierdie Ooreenkoms voorgeskryf.

B. *Gehalte van materiaal*—(i) Alle steiers en toestelle in verband daarmee en alle lere moet van gawe materiaal gemaak wees en sterk genoeg wees vir die vragte en vervorming waaraan dit blootgestel sal word en moet minstens aan die volgende vereistes voldoen:—

(ii) Die hout wat vir steiers, deurgange, loopplanke en lere gebruik word, moet van 'n goeie gehalte wees, moet lang vesels hê, moet in 'n goeie toestand wees en nie gevef of op 'n ander manier behandel word wat waarskynlik defekte sal verberg nie.

(iii) Die bas van alle hout wat vir steiers gebruik word, moet geheel en al verwyder wees.

(iv) Waar nodig, moet borde en planke wat vir steiers gebruik word, teen barste beskerm word.

(v) Die metaaldele van steiers mag geen krake hê nie en moet vry wees van enige korrosie of ander defekte wat waarskynlik die sterkte daarvan sal aantast.

(vi) Gietysterspykers mag nie gebruik word nie.

C. *Inspeksie en bewaring van materiaal*—(i) Steierdele, met inbegrip van steiermasjiene en toue en kabels, moet deur 'n verantwoordelike persoon aan wie die werkgewer minstens die lone en toelaes moet betaal wat in klousule 4 (1) (f) van hierdie Ooreenkoms voorgeskryf word, elke maal ondersoek word voordat dit opgerig word en mag by geen geleentheid gebruik word nie tensy dit in alle opsigte die hoedanighede het wat vir hul doel vereis word.

(ii) Geen tou wat met 'n suur of ander vretende stowwe in aanraking was of defek is, mag gebruik word nie.

(iii) Ongeskikte steiermateriaal moet weggedoen word en mag nie saam met materiaal wat vir steierdoeleindes gebruik word, gepak word nie.

(2) *Concrete Work*—(i) An employee employed to perform any of the following operations:—

- (a) Making or erecting shuttering;
- (b) finishing surfaces;
- (c) supervising the erection and fixing of reinforcing;
- (d) supervising the levelling and other concrete work;

shall be paid not less than the remuneration prescribed for employees referred to in clause 4 (1) (f) hereof, and no employee so employed shall accept wages at a lower rate.

(ii) Every employer shall employ an employee at a rate not less than the remuneration prescribed for employees referred to in clause 4 (1) (f) hereof, who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of this employee to supervise other persons doing this class of work.

(3) (a) *Stone Work*—(i) An employer shall not employ any person other than a mason as an operator of a stone turning and planing machine (and/or of a diamond and carborundum sawing machine) unless such person is in receipt of wages not less than the remuneration prescribed for employees referred to in clause 4 (1) (f) hereof, and no employee so employed shall accept wages at a lower rate.

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

(b) An employer shall pay an employee employed in fixing saw blades, setting stones ready for sawing and/or fixing or levelling all stones for polishing machines, wages at not less than the remuneration prescribed for employees referred to in clause 4 (1) (f) hereof, and no employee shall accept wages at a lower rate.

(c) An employer shall not permit mason's bankers to be less than six feet apart or dust to be blown off with exhaust or other air during working hours.

(d) An employer shall not utilize in the Industry or in the area to which this Agreement relates grave stones or cemetery memorials or stone of any type manufactured, dressed or partly dressed, as the case may be, in any area of 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 wages regulating instrument applicable to the Building 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.

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

(4) *Scaffolding*—Employers and employees shall observe the following rules, provided that to the extent to which the Regulations in respect of Building, Demolition and Excavation Work published under the Factories, Machinery and Building Work Act, 1941, contain provisions which are inconsistent with the provisions of this clause or contain provisions not appearing in this clause the provisions of the said Regulations shall apply. An employer shall ensure that a scaffold shall be provided for workmen for all work that cannot safely be done from a ladder or by other means, and that all scaffolding is properly constructed of suitable and sound material, that it is erected under the direct supervision of an artisan to whom the employer shall pay not less than the rate of pay and allowances as laid down in clause 4 (1) (f) 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 direction of an artisan to whom the employer shall pay not less than the rate of pay as laid down in clause 4 (1) (f) of this Agreement.

B. *Quality of Materials*—(i) All scaffolds 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:—

(ii) 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.

(iii) Timber used for scaffolds shall have the bark completely stripped off.

(iv) Where necessary, boards and planks used for scaffolds shall be protected against splitting.

(v) Metal parts of scaffolding shall have no cracks and shall be free from any corrosion or other defect likely to affect their strength.

(vi) 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 responsible person to whom the employer shall pay not less than the rate of pay as laid down in clause 4 (1) (f) 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 rope that has been in contact with acids or other corrosive substances or is defective shall not be used.

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

D. Verskaffing en gebruik van materiaal en instandhouding van steiers.—(i) Voldoende materiaal moet verskaf word vir en alles by die bou van steiers gebruik word.

(ii) (a) Elke steier moet in 'n goeie en behoorlike toestand gehou word en elke deel daarvan moet altyd vas en stewig wees sodat geen gedeelte daarvan as gevolg van gewone gebruik kan verskuif nie.

(b) 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—

(a) vertikaal wees of effens na die kant van die gebou oorhel; en

(b) naby genoeg aanmekaar vasgemaak word om die stewigheid van die steiers te verseker.

(ii) Die stewigheid van paalstaanders moet verseker word—

(a) deur die paal die nodige diepte in die grond in te plant volgens die aard van die grond; of

(b) die paal op 'n geskikte plank, toereikende voetplaat of in 'n drom te plaas op so 'n manier dat dit nie kan gly nie; of

(c) op enige ander doeltreffende manier.

(iii) Waar twee steiers op die hoek van 'n gebou bymekaarkom, moet 'n paalstaander aan die buitekant van die steiers op die hoek aangebring word.

(iv) (a) Kortelings moet vir alle praktiese doeleindes waterpas en stewig met boue, grypkoue, toue of op 'n ander doeltreffende wyse aan die steierbalke vasgemaak word.

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

(v) (a) Kortelings moet reguit en stewig aan die steierbalke vasgemaak word.

(b) As daar nie steierbalke gebruik word nie, moet die kortelings aan die staanders vasgemaak en gestut word deur klampe wat stewig vasgemaak is.

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

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

(e) Die afstand tussen twee agtereenvolgende kortelings mag nie meer as 5 voet wees nie en die planke moet minstens 1½ duim dik wees.

(f) Die vereistes van paragraaf (v) (e) 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 1½ 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 die staanders van leersteiers gebruik word—

(a) moet sterk genoeg wees; en

(b) moet—

(1) of in die grond ingeplant word tot op '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 altwee 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. 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 minstens 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, rioolpype, skoorsteenpote of ander ongeskikte materiaal mag nie vir die bou of stutting van steiers gebruik word nie.

H. Vrydraer- of armsteiers.—(i) Vrydraer- of armsteiers moet—

(a) stewig van die binnekant af vasgemaak en geanker wees;

(b) kraanbalke hê wat lank en dik genoeg is ten einde hul stewigheid en stabiliteit te verseker; en

(c) behoorlik verspan en gestut word.

(ii) Slegs soliede gedeeltes van die gebou moet gebruik word as stutte vir steierdele.

D. Supply and Use of Material and Maintenance of Scaffolds.—

(i) Sufficient materials shall be provided for and all be used in the construction of scaffolds.

(ii) (a) 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;

(b) No scaffold shall be partly dismantled and left so that it is capable of 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—

(a) vertical or slightly inclined towards the building; and

(b) fixed sufficiently close together to ensure the stability of the scaffolds.

(ii) The stability of pole standards shall be secured—

(a) by letting the pole the necessary distance into the ground according to the nature of the soil; or

(b) by placing the pole on a suitable plank, adequate sole plate, or in a drum in such a manner as to prevent slipping; or

(c) 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 scaffolds.

(iv) (a) Ledgers shall be practically level and securely fastened to the uprights by bolts, dogs, ropes or other efficient means.

(b) 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) (a) Putlogs shall be straight and securely fastened to the ledgers.

(b) If ledgers are not used the putlogs shall be fastened to the uprights and supported by securely fastened cleats.

(c) Putlogs which have one end supported by a wall shall have at that end a plane supporting surface at least four inches deep.

(d) 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.

(e) The distance between two consecutive putlogs shall not exceed 5 feet with planks not less than 1½ inches thick.

(f) The requirements of paragraph (v) (e) 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 plank used for a platform shall be less than 1½ inches thick.

F. Ladder Scaffolds.—(i) Ladder scaffolds shall be used for light work requiring little material (renovation, painting and the like);

(ii) The ladders serving as the upright of ladder scaffolds—

(a) shall be of adequate strength; and

(b) shall either—

(1) be let into the ground to the necessary depth according to the nature of the soil; or

(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 a 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.

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 suitable 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—

(a) be securely fixed and anchored from the inside;

(b) have outriggers of adequate length and cross-section to ensure their solidity and stability; and

(c) be properly braced and supported.

(ii) Only solid parts of the building shall be used as supports for scaffold parts.

(iii) As werkplatforms rus op drabalke wat in die muur ingelaat is, moet die drabalke op 'n doeltreffende wyse verspan word, dwarsdeur die muur gaan en stewig aan die anderkant vasgemaak word.

I. Muurarmsteiers.—Geen profiel- of muurarmsteiers gesteun of vasgehou deur grypkloof of penne wat in die muur ingeslaan is, mag gebruik word nie tensy die muurarms sterk genoeg is, van 'n geskikte metaal gemaak is en stewig in die muur geanker is.

J. Swaar hangsteiers met verskuifbare platforms.—(i) Swaar hangsteiers moet aan die bepalinge van hierdie regulasie voldoen.

(ii) Kraanbalke moet—

- (a) sterk en dik genoeg wees om die stewigheid en die stabiliteit van die steier te verseker;
- (b) reghoekig met die voorvlak van die gebou aangebring word; en
- (c) sorgvuldig gespaseer 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) (a) Die kraanbalke moet stewig aan die gebou geanker word deur middel van boute of op 'n ander gelykwaardige manier.

(b) Ankerboutte moet behoorlik vasgeskroef word en moet die kraanbalke stewig vashou aan die raamwerk van die gebou.

(v) Geen teengewigte 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 kables 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. Dekysters moet op 'n doeltreffende wyse aanmeekaargeheg word deur middel van spalkplate.

(ix) Die kables of draadtoue waaraan die steiers hang moet—

- (a) te alle tye 'n veiligheidsfaktor van minstens 10 hê, gebaseer op die maksimum vraag wat die toue moet hou; en
- (b) so lank wees dat daar ten minste nog twee draaie 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.

(xi) Om hangsteiers op 'n ander wyse as die vasgestel in die Ooreenkoms aan te kan bring, moet die skriftelike toestemming van die Raad verkry word, en die Raad of sodanige persoon of persone wat vir dié doel aangestel word, moet sodanige steier inspekteer voordat werkmans toegelaat word om daarop te werk.

K. Ligte hangsteiers met verskuifbare platforms.—(i) Ligte hangsteiers moet aan die bepalinge van hierdie regulasie voldoen.

(ii) Die kraanbalke moet lank en dik genoeg wees en moet behoorlik geïnstalleer en gestut word.

(iii) (a) Die binneste punte van die kraanbalke moet stewig vasgemaak word.

(b) 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.

L. Ander hangsteiers.—(i) 'n Bak, groot mandjie, bootsmanstoel of soortgelyke uitrusting moet slegs onder buitengewone omstandighede as 'n hangsteier gebruik word vir werk wat kort van duur is, en dit moet gebruik word onder die toesig van 'n verantwoordelike persoon.

(ii) Wanneer sodanige uitrusting as 'n hangsteier gebruik word—

- (a) moet dit hang aan toue wat 'n veiligheidsfaktor van minstens 10 hê, gebaseer op die totale vraag, met inbegrip van die eie gewig; en
- (b) 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—

- (a) moet dit minstens 2 voet 6 duim diep wees; en

(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—

- (a) of adequate strength and cross-section to ensure the solidity and stability of the scaffold;
- (b) installed at right angles to the building face; and
- (c) 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) (a) The outriggers shall be securely anchored to the building by bolts or other equivalent means.

(b) Anchor bolts shall be properly tightened and shall securely tie down the outriggers to the frame work of the building.

(v) No counterweight 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 vent shackle belt.

(viii) Putlogs or deck irons shall be used to support the platforms and shall be suitably fastened so as to prevent displacement. Deck irons shall be adequately joined by fish plates.

(ix) The cables or wire ropes used for suspension shall—

- (a) 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
- (b) 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.

(xi) For any variation from the fixing of swing scaffolds as laid down in the Agreement, permission must be obtained in writing from the Council, and such scaffold must be inspected by the Council or by such person or persons appointed for that purpose before any workmen are allowed to work thereon.

K. Light Suspended Scaffolds with Movable Platforms.—(i) Light suspended scaffolds shall comply with the provisions of this regulation.

(ii) The outriggers shall be of adequate length and cross-section and shall be properly installed and supported.

(iii) (a) The inside ends of the outriggers shall be firmly secured.

(b) The suspension ropes shall have a factor of safety of at least ten.

(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 slacker than either of the end ropes.

(vi) The pulley blocks shall be fastened to the platform 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, boat-swain'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 responsible person.

(ii) When such equipment is used as a suspended scaffold—

- (a) it shall be supported by ropes having a safety factor of at least ten, based on the total load including the dead weight; and
- (b) 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—

- (a) it shall be at least 2 feet 6 inches deep; and

- (b) 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 gestee kan word.

M. Vervoer en berging van materiaal op steiers—Verspreiding van die vrug.—(i) Wanneer swaar vrugte op 'n steier verskuif of daarop gelaai word, moet dit gedoen word sonder om die steier 'n harde stamp toe te dien.

(ii) Die vrug op die steier moet sover doenlik eweredig versprei word en moet in elk geval so versprei word dat 'n gevaarlike versteuring van die ewewig voorkom 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—

- (a) moet die dele van die steier sorgvuldig geïnspekteer en, indien nodig, op 'n doeltreffende wyse versterk word;
- (b) moet daar voorkom word dat die kortelings enigszins beweeg; en
- (c) 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 vrug 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 vrugte aan die steier vashaak.

O. Ondersoek van steiers voor gebruik, veral steiers wat deur ander kontrakteurs opgerig is.—Elke steier, afgesien daarvan of dit deur die werkgewer wie se werkmans op die punt staan om dit te gebruik, opgerig is of nie—

- (a) moet, voordat dit gebruik word, deur 'n verantwoordelike persoon ondersoek word aan wie die werkgewer minstens die loon betaal wat in klousule 4 (1) (f) vasgestel is, ten einde in die besonder te verseker—

- (1) dat dit in 'n stabiele toestand is;
- (2) dat die materiaal wat vir die oprigting daarvan gebruik is, geen defekte het nie;
- (3) dat dit toereikend is vir die doel waarvoor dit gebruik gaan word; en
- (4) dat die nodige beskermingskutte soos in hierdie Ooreenkoms voorgeskryf, aangebring is; en

(b) moet in 'n goeie toestand gehou word solank dit gebruik word.

P. Werkplatforms.—(i) Elke werkplatform wat meer as 6 voet 6 duim bokant die grond of vloer is, moet dig toegemaak word met borde of planke.

(ii) (a) Die platform 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.

(b) 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 op te plaas;
- (3) 3 voet 9 duim, as die platform gebruik word om 'n hoër platform te stut;
- (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 om 'n hoër platform te stut en as klip daarop gekap of ru gefatsoeneer word.

(iii) Die maksimum wydte van 'n platform wat gesteun word deur kortelings, is 5 voet 6 duim.

(iv) Elke werkplatform wat deel uitmaak van 'n paal- of saagpaalsteier, moet minstens 3 voet 3 duim onderkant die bopunt van die staanders wees.

(v) Borde of planke wat deel van 'n werkplatform uitmaak of wat gebruik word as voetskutte—

- (a) 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
- (b) moet minstens 6 duim breed wees.

(vi) 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.

(vii) Wanneer kruywaens op 'n steier of platform gebruik word, mag die borde of planke nie oor mekaar lê nie tensy voorsorgsmaatreëls getref is soos die verskaffing van skuinsstukke wat die beweging van die kruywaens sal vergemaklik.

(viii) 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.

- (b) 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—

- (a) the parts of the scaffold shall be carefully inspected, and if need be, adequately strengthened;
- (b) any movement of the putlogs shall be prevented; and
- (c) 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 hoarding 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—

- (a) shall before use be examined by a responsible person to whom the employer shall pay not less than the rate of pay as laid down in clause 4 (1) (f) to ensure more particularly—

- (1) that it is in a stable condition;
- (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

(b) shall during use be maintained in good condition.

P. Working Platforms.—(i) Every working platform which is more than 6 feet 6 inches above the ground or floor shall be closely boarded or planked.

(ii) (a) The width of the 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.

(b) 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.

(iii) The maximum width of a platform supported on putlogs shall not exceed 5 feet 6 inches.

(iv) 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.

(v) Boards or planks which form part of a working platform or which are used as toe-boards shall—

- (a) be of a thickness which is such as to afford adequate security having regard to the distance between the putlogs and which shall in no case be less than 1½ inches; and
- (b) be of a width not less than 6 inches.

(vi) No board or plank which forms part of a working platform shall project beyond its end support to a distance exceeding four times the thickness of the board or plank.

(vii) Where barrows are being used on a scaffold or platform, boards or planks shall not overlap one another unless precautions such as the provision of bevelled pieces are taken to facilitate the movement of barrows.

(viii) 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.

(ix) Platforms moet so gebou word dat die borde of planke nie as gevolg van gewone gebruik verskuif kan word nie.

(x) Wanneer moontlik, moet 'n platform minstens 2 voet by die end van die muur van die gebou verbystek.

(xi) Elke gedeelte van 'n werkplatform of werkplek vanwaar 'n persoon meer as 15 voet kan val, moet voorsien word van—

(a) '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 hoër 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 hoër staanplek op die platform verskaf en aangebring word sodat die vertikale opening onder die skutreling nie meer as 3 voet 3 duim is nie;

(b) voetskutte wat hoog genoeg is om te voorkom dat materiaal of gereedskap van die platform afval, en hulle moet in geen geval minder as 6 duim hoog wees nie en moet so na aan die platform as moontlik wees.

(xii) Skutrelings, voetskutte en ander beskermstrukture wat op 'n steierplatform gebruik word, moet in posisie gehou word, maar hulle kan vir die tyd en in die mate wat nodig is, verwyder word ten einde toegang te verleen vir persone of die vervoer of verskuiwing van materiaal.

(xiii) Die skutreling en die voetskutte wat op 'n steierplatform gebruik word, moet aan die binnekant van die staanders aangebring word.

(xiv) Die platforms van hangsteiers moet voorsien word van skutrelings en voetskutte aan alle kante, met die voorbehoud dat—

(a) die skutreling aan die muurkant nie meer as 2 voet 6 duim hoog hoef te wees nie as die werk 'n groter hoogte nie moontlik maak nie;

(b) 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 kables, toue of kettings waaraan die werkers kan vashou en wat sterk genoeg is om 'n werker te hou wat mag gly.

(xv) Die ruimte tussen die muur en die platform moet so klein moontlik wees, behalwe in gevalle waar werkmense op die platform sit en werk, en in so 'n geval moet dit nie meer as 1 voet 6 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—

(a) dig toegemaak word met borde of planke; en

(b) minstens 1 voet 9 duim breed wees.

(ii) Die grootste helling van 'n deurgang of loopplank moet 1 voet 6 duim per 3 voet wees.

(iii) Waar die deurgang of loopplank gebruik word vir die vervoer van materiaal, moet daar 'n onversperde gang wees wat—

(a) breed genoeg is vir die vervoer van materiaal sonder dat dit nodig is om die skutrelings en voetskutte te verwyder; en

(b) in elke 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 ongelyk 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 behoorlike vastrapplatte wees wat—

(a) op geskikte afstande van mekaar af aangebring is; en

(b) net so breed as die deurgang moet wees, behalwe dat daar 'n gaping van 4 duim mag wees ten einde die beweging van kruiswaaers 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—

(a) 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

(b) 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 vrygehou word van onnodige hindernisse, vuilgoed, ens.

(ii) Voorsorgsmaatreëls moet getref word ten einde te voorkom dat 'n platform, deurgang, loopplank of trap glippery word.

(iii) Geen deel van 'n werkplatform, deurgang of loopplank moet deur los stene, rioolpype, skoorsteenpote of ander los of ongeskikte materiaal gestut word nie.

(ix) Platforms shall be so constructed that the boards or planks cannot be displaced in consequence of normal use.

(x) Whenever possible a platform shall extend at least two feet beyond the end of the wall of the building.

(xi) Every part of a working platform or working place from which a person is liable to fall a distance exceeding 15 feet shall be provided—

(a) 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;

(b) 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 are as close as possible to the platform.

(xii) Guard-rails, toe-boards and other safeguards used on a scaffold platform shall be maintained in position, except that they may be removed from the time and to the extent required to allow the access of persons or the transport or shifting of materials.

(xiii) The guard-rail and toe-boards used on a scaffold platform shall be placed on the inside of the uprights.

(xiv) The platforms of suspended scaffolds shall be provided with guard-rails and toe-boards on all sides, subject to the reservation that—

(a) 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;

(b) 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.

(xv) 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 1 foot 6 inches.

Q. 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—

(a) closely boarded or planked; and

(b) at least 1 foot 9 inches wide;

(ii) The maximum slope of any gangway or run shall be 1 foot 6 inches per three feet.

(iii) Where the gangway or run is used for the passage of materials there shall be maintained a clear passageway which—

(a) is adequate in width for transport of materials without the removal of the guard-rails and toe-boards; and

(b) 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—

(a) be placed at suitable intervals; and

(b) 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—

(a) 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

(b) 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) Geen werkplatform, deurgang of loopplank moet deur 'n dakgeut, 'n balkon of die deklaag daarvan, 'n bliksemafleier of ander ongeskikte deel van 'n gebou gestut word nie.

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

S. Boksteiers.—(i) Daar mag geen boksteier gebruik word nie wat—

- (a) uit meer as twee rye bestaan; of
- (b) hoër as 10 voet van die grond of vloer af is; of
- (c) 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 enigeen 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—

- (a) moet stewig vasgemaak word sodat dit nie van sy boonste of onderste ruspunte af kan beweeg nie; of
- (b) moet, indien dit nie aan die bopunt vasgemaak kan word nie, stewig aan die onderpunt vasgemaak word; of
- (c) 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) Lere moet eweveel en stewig op elke staander gestut word.

(vi) Waar lere verskillende verdiepings verbind—

- (a) moet die lere verspring wees; en
- (b) moet 'n beskermende bordes met die kleinste opening wat moontlik is, 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) Houtlere moet gemaak wees van—

- (a) staanders wat sterk genoeg is, van hout wat vry is van enige sigbare defek en waarvan die draad oorlangs loop; en
- (b) sporte gemaak van hout wat vry is van enige sigbare defek en wat met tappe 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 werkmense vir enige ander doel, moet voorsien word van—

- (a) 'n geskikte skutreling of skutrelings met 'n deursnee-oppervlakte van minstens 9 vierkante duim en 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; en
- (b) van voetskutte wat hoog genoeg is om te verhoed dat materiaal en gereedskap van die vloer of platform afval, en sodanige voetskutte moet so na as moontlik aan die vloer of platform en minstens 6 duim hoog wees.

(ii) Elke opening in 'n muur wat minder as 3 voet van die vloer of platform af is, moet voorsien word—

- (a) van '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 platform is en dat die vertikale opening onderkant die skutreling nie meer as 3 voet is nie; en
- (b) wanneer nodig, van voetskutte wat hoog genoeg is om te voorkom dat materiaal en gereedskap afval en wat minstens 6 duim hoog en so na as moontlik aan die vloer of platform of die onderkant van die opening moet wees.

(iii) Die omheining 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 verwyder ten einde die permanente omheining te voltooi.

(iv) Die omheining van openings mag nie verwyder word nie behalwe wanneer en vir sover dit nodig is om toegang aan persone te verleen of die vervoer of verskuiving 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.

(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 parts of a building.

(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 scaffolds which—

- (a) is of more than two tiers; or
- (b) exceeds a height of 10 feet from the ground or floor; or
- (c) is erected on a suspended scaffold.

(ii) The width of a trestle scaffold erected on a platform shall be such as to leave sufficiently 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—

- (a) shall be securely fixed so that it cannot move from its top or bottom points of rest; or
- (b) if it cannot be secured at the top, shall be securely fastened at the base; or
- (c) 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—

- (a) the ladders shall be staggered; and
- (b) 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—

- (a) uprights of adequate strength, made of wood free from visible defects and having the grain of the wood running lengthwise; and
- (b) 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—

- (a) 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; and
- (b) 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 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—

- (a) 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
- (b) 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 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. Dakwerk.—(i) Waar die helling van 'n dak, die aard van die oppervlakte daarvan of die toestand van die weer sodanig is dat persone gevaar 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) (a) Wanneer uitgebreide werk verrig word op 'n dak wat 'n helling van meer as 34 (2:3) het of wat glippery 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; en
- (3) geskikte, voldoende en behoorlik vasgemaakte lere, plankmatte of kruipborde moet verskaf word.
- (b) Wanneer dit, na die mening van die Raad, onmoontlik is om die fasiliteite te verskaf soos in subparagraaf (a) voorgeskryf—
- (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 veiligheidstoue nie aan 'n soliede struktuur vasgemaak kan word nie, 'n tweede persoon verskaf word om die tou op 'n veilige manier vas te hou.

13. SKUILING TEEN DIE WEER.

Werkgewers moet op alle terreine waar daar bouwerk verrig word, geskikte akkommodasie verskaf waarin werknemers teen die weer mag skuil.

14. LATRINES.

Behoorlike sanitêre geriewe moet op alle werkplekke vir Blankes en nie-Blankes afsonderlik verskaf word.

15. VERVERSINGS.

Elke werkgever moet 'n persoon beskikbaar stel om in die oggend, aan die begin van die middagetenspouse en in die middag vir sy werknemers tee te maak. Geen werknemer mag die posisie waar hy werk vir tee in die middag verlaat nie.

Die teepouse mag nie langer as tien minute in die oggend en vyf minute in die middag duur nie.

16. WERKENDE WERKGEWER OF VENNOOT.

'n Werkende werkgever en/of vennoot moet ten opsigte van die ambag waarin hy werksaam is, die werkure nakom wat in of kragtens hierdie Ooreenkoms voorgeskryf word.

17. KENNISGEWINGBORD.

Elke werkgever en alle werkgewers in 'n vennootskap moet op alle plekke waar hy of hulle bouwerk in verband met die Bouwyerheid verrig, 'n kennisgewingbord van minstens 3 voet by 2 voet, waarop die naam en besigheidsadres van sodanige werkgever of vennootskap gemeld word, in 'n opvallende plek waar-toe die publiek toegang het, vertoon.

Hierdie klousule is slegs van toepassing op werk wat sewe dae en langer duur.

18. VERBOD OP INDIENSNAME VAN PERSONE ONDER DIE OUDERDOM VAN VYFTIEN JAAR.

'n Werkgever mag niemand onder die ouderdom van vyftien jaar in diens neem nie.

19. JAARLIKSE VERLOF.

Tensy die toestemming van die Raad vooraf kragtens klousule 31 van hierdie Ooreenkoms skriftelik verkry is, mag geen werkgever van 'n werknemer vereis om gedurende ondergenoemde verloftydperke te werk nie en mag geen werknemer enige werk in die Nywerheid verrig nie gedurende die verloftydperk wat tydens die duur van hierdie Ooreenkoms soos volg moet wees:—

- (a) Vanaf 4.30 nm. op Woensdag 22 Desember 1965 tot 7.30 vm. op Maandag 13 Januarie 1966.
- (b) Vanaf 4.30 nm. op Vrydag 23 Desember 1966 tot 7.30 vm. op Maandag 16 Januarie 1967.
- (c) Vanaf 4.30 nm. op Vrydag 22 Desember 1967 tot 7.30 vm. op Maandag 15 Januarie 1968.
- (d) Vanaf 4.30 nm. op Vrydag 20 Desember 1968 tot 7.30 vm. op Maandag 13 Januarie 1969.
- (e) Vanaf 4.30 nm. op Vrydag 19 Desember 1969 tot 7.30 vm. op Maandag 12 Januarie 1970.

20. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) *Arbeiders.*—(i) Benewens die besoldiging betaalbaar ingevolge hierdie Ooreenkoms moet 'n werkgever aan elke arbeider in sy diens 'n bedrag wat gelyk is aan betaling vir een dag ten opsigte van die volgende dae betaal, naamlik Paasmaandag, Goeie Vrydag, Gelofte-dag en Hemelvaartdag, asof hy op sodanige dae gewerk het. Sodanige bedrae moet betaal word op die betaaldag wat volg op die vakansiedae wat in hierdie klousule gemeld word.

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 roof, 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) (a) 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.
- (b) Whenever it is impossible in the opinion of the Council to provide the facilities specified in sub-paragraph (a)—
- (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.

13. WET WEATHER SHELTER.

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

14. LATRINES.

Proper sanitary accommodation shall be provided by all employers on all jobs for Europeans and non-Europeans separately.

15. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, at the commencement of the lunch period, and in the afternoon. No employee may leave the position where he is working for tea in the afternoon.

The duration of tea interval shall not exceed ten minutes in the morning and five minutes in the afternoon.

16. WORKING EMPLOYER OR PARTNER.

Any working employer and/or partner shall in respect of the trade at which he is working, observe the working hours prescribed in or in terms of this Agreement.

17. NOTICE BOARD.

Every employer and all employers, working in partnership shall wherever operations in the Building Industry 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 3 feet by 2 feet showing the name and business address of such employer or partnership.

This clause shall only apply to jobs of seven days' duration and over.

18. PROHIBITION OF EMPLOYMENT OF ANY PERSONS UNDER THE AGE OF FIFTEEN YEARS.

An employer shall not employ any person under the age of fifteen years.

19. ANNUAL LEAVE.

Unless the consent of the Council has first been obtained in writing in terms of clause 30 of this Agreement, no employer shall require any employee to perform and no employee shall perform any work in the Industry during the holiday period, which during the currency of this Agreement shall be as follows:—

- (a) From 4.30 p.m. on Wednesday, 22nd December, 1965, until 7.30 a.m. on Thursday, the 13th January, 1966.
- (b) From 4.30 p.m. on Friday, 23rd December, 1966, until 7.30 a.m. on Monday, the 16th January, 1967.
- (c) From 4.30 p.m. on Friday, 22nd December, 1967, until 7.30 a.m. on Monday, the 15th January, 1968.
- (d) From 4.30 p.m. on Friday, 20th December, 1968, until 7.30 a.m. on Monday, the 13th January, 1969.
- (e) From 4.30 p.m. on Friday, 19th December, 1969, until 7.30 a.m. on Monday, the 12th January, 1970.

20. PAYMENT IN RESPECT OF ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) *Labourers.*—(i) In addition to the remuneration in terms of this Agreement an employer shall pay to each labourer in his employ a sum equal to one day's pay in respect of the following days, viz. Easter Monday, Good Friday, Day of the Covenant and Ascension Day, as if he had worked on such days. Such payments shall be made on the pay day following the holidays referred to in this clause.

(ii) Benewens die gewone loon moet 'n werkgever ook elke arbeider in sy diens op die dag voor die vakansietydperk in klousule 19 gemeld, R1.40 betaal, wat gelyk is aan die loon vir een dag, vir elke voltooide tydperk van 22 dae diens, wat nie noodwendig agtereenvolgens gewerk is nie, plus R1.40 ten opsigte van elk van die volgende dae: Kersdag en Nuwejaarsdag.

(iii) 'n Arbeider wie se kontrak met 'n werkgever voor die aanvang van die vakansietydperk in klousule 19 gemeld, beëindig word, moet by sodanige beëindiging R1.40, wat gelyk is aan die loon vir een dag, betaal word vir elke voltooide tydperk van 22 dae diens, wat nie noodwendig agtereenvolgens gewerk is nie, by daardie werkgever.

(iv) Vir die toepassing van (ii) en (iii) hierbo word „diens” geag enige tydperk of tydperke in te sluit wat die werknemer—

- (a) ingevolge paragraaf (i) en (ii) hierbo met verlof afwesig is;
- (b) op las of op versoek van sy werkgever van die werk afwesig is;
- (c) ingevolge klousule 32 van hierdie Ooreenkoms met siekteverlof afwesig is.

(2) *Vakleerlinge*.—Elke werkgever moet aan elke vakleerling in sy diens op die laaste dag voor die aanvang van die vakansietydperk in klousule 20 hiervan gemeld, die loon betaal wat sodanige vakleerling sou verdien het indien gedurende gemelde vakansietydperk vir sy werkgever sou bly werk het, plus betaling vir twee dae en ten opsigte van Kersdag en Nuwejaarsdag.

(3) *Alle ander werknemers*.—(i) Benewens enige ander besoldiging waarop 'n werknemer ingevolge hierdie Ooreenkoms geregtig mag wees, moet sodanige werknemer, behoudens die bepalinge van klousule 22, ten opsigte van jaarlikse verlof die bedrag hieronder gemeld betaal word en sodanige bedrag moet op die vakansiefonds gestort word:—

Per uur
Sent

- (a) Drywers van meganiese voertuie waarvan die netto draervermoë—
 - (i) Tot en met 5 ton is 2.40
 - (ii) Meer as 5 ton en tot en met 7 ton is 2.65
 - (iii) Meer as 7 ton is 3.00
- (b) Stoomwagdrywers 3.10
- (c) Bedieners van 'n skuur- en draaiskyfmasjiën op vloerbedekking en van 'n hystoestel 2.30
- (d) Halfgeskoolde werknemers 2.10
- (e) Werknemers in alle ander ambagte en beroepe uitgesonderd vakleerlinge en minderjarige gedurende die proeftydperk ooreenkomstig die Wet op Vakleerlinge, 1944 6.50

(ii) Die bedrae in paragraaf (i) gemeld, moet ten opsigte van elke uur of gedeelte van 'n uur wat gedurende elke week diens gewerk is, betaal word; met dien verstande dat geen bedrae ten opsigte van oortydwerk of ure wat op Sondae of die openbare vakansiedae in klousule 8 (6) gemeld gewerk word, betaal mag word nie.

4. *Betaling vir Openbare Vakansiedae*.—(Goeie Vrydag, Paasmaandag en Hemelvaartdag).—(a) Elke bydraeboek wat die Raad uitreik aan werknemers in subklousule (3) (i) (e) van hierdie klousule gemeld, moet vir betaling ten opsigte van Goeie Vrydag, Paasmaandag en Hemelvaartdag drie koepone bevat wat uitge-skeur kan word.

(b) Die koepone moet in dié vorm wees waarop die Raad mag besluit en moet 'n nommer dra wat met die nommer van die werknemer se bydraeboek ooreenstem; die bedrag wat ten opsigte van die betaling vir een dag aan die werknemer betaal moet word en die minimum aantal bewyse wat in die bydraeboek geplak moet word ten einde die werkgever te magtig om die bedrag te betaal, moet daarop gemeld word.

(c) (i) Die werkgever moet 'n werknemer op die betaaldag vir die week waarin die openbare vakansiedag val, die bedrag wat op die koepon bedoel in paragraaf (a) gemeld word, betaal, mits die werknemer die toepaslike koepon behoorlik deur sodanige werknemer onderteken, minstens twee werkdade voor die relevante openbare vakansiedag aan die werkgever oorhandig.

(ii) 'n Werkgever is daarop geregtig om ten opsigte van enige bedrae wat hy ingevolge subparagraaf (i) betaal het, uit die Fonds terugbetaal te word; met dien verstande dat die werkgever die relevante koepon, ten volle ingevul, binne dertig dae na die betrokke vakansiedag by die Sekretaris van die Raad indien.

(iii) 'n Werkgever is nie daarop geregtig om 'n terugbetaling te eis van die bedrag wat hy ingevolge subparagraaf (i) betaal het, indien die betrokke werknemer geen bewyse in sy bydraeboek het nie, en ingeval die bedrag wat aan die werknemer betaal is, groter as die waarde van die bewyse in sy bydraeboek is, word die werkgever slegs ten opsigte van die waarde van sodanige bewyse terugbetaal.

21. STIGTING EN ADMINISTRASIE VAN VAKANSIEFONDS.

(1) Die fonds wat by Goewermentskennisgewing No. 1170 van 17 Junie 1949 ingestel is en bekend staan as „Die Oos-Londense Verloffonds vir die Bounwervheid”, (hieronder die „fonds” genoem) word hierby voortgesit.

(2) Die fonds bestaan uit geld wat oploep uit die verkoop van seëls soos bepaal in klousule 22. Alle geld wat ontvang word, moet binne twee dae na ontvangs daarvan tot die krediet van die fonds by 'n bank gedeponeer word of indien daar 'n bankvakansiedag tussenin val, so spoedig moontlik daarna.

(ii) Over and above the ordinary wage an employer shall also on the day prior to the commencement of the holiday period referred to in clause 19 pay to each labourer in his employ R1.40 being a day's wage for every completed period of 22 days employment, not necessarily worked consecutively plus R1.40 in respect of each of the following days: Christmas Day and New Year's Day.

(iii) A labourer whose contract with any employer terminates prior to the commencement of the holiday period referred to in clause 19 shall upon such termination be paid R1.40 being a day's wage, for every completed period of 22 days of employment not necessarily worked consecutively, with that employer.

(iv) For the purposes of (ii) and (iii) above “employment” shall be deemed to include any period or periods during which the employee is—

- (a) absent on leave in terms of paragraphs (i) and (ii) above;
- (b) absent from work on the instructions or at the request of his employer;
- (c) absent on sick leave in terms of clause 32 of this Agreement.

(2) *Apprentices*.—Each employer shall pay to each apprentice in his employ on the last day prior to the commencement of the holiday period referred to in clause 19 hereof, the wages such apprentice would have earned if he had continued to work for his employer during the said holiday period, plus two days' pay for and in respect of Christmas Day and New Year's Day.

(3) *All other Employees*.—(i) In addition to any other remuneration to which an employee may be entitled in terms of this Agreement such employee shall, subject to the provisions of clause 22, be paid in respect of annual leave the amount set out hereunder, towards the Holiday Fund:—

Per hour
Cents

- (a) Drivers of mechanical vehicles with a net carrying capacity of—
 - (i) Up to and including 5 tons 2.40
 - (ii) Over 5 tons and up to and including 7 tons 2.65
 - (iii) Over 7 tons 3.00
- (b) Drivers of steam wagons 3.10
- (c) Operators of sandpapering and spinning machine on flooring and of hoists 2.30
- (d) Semi-skilled employees 2.10
- (e) Employees in all other trades and occupations excluding apprentices and minors during the probationary period under the Apprenticeship Act, 1944 6.50

(ii) The amounts referred to in paragraph (i) shall be paid in respect of each hour or part of an hour worked during each week of employment; provided that no payments shall be made in respect of overtime or hours worked on Sundays or the public holidays referred to in clause 8 (6).

(4) *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) (i) (e) 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.

21. ESTABLISHMENT AND ADMINISTRATION OF HOLIDAY FUND.

(1) The fund established by Government Notice No. 1170 of the 17th June, 1949, and known as “The East London Holiday Fund for the Building Industry” (hereinafter referred to as “the fund”) is hereby continued.

(2) The fund shall consist of moneys accruing from the sale of stamps, as provided for in clause 22. All moneys received shall be deposited in a bank to the credit of the fund within two days after receipt thereof, or should a bank holiday intervene, as soon as possible thereafter.

(3) Alle geld wat aan die fonds behoort mag na goedvinde van die Raad van tyd tot tyd in Staatseffekte of op vaste of onmiddellik opeisbare deposito by 'n bank of bouvereniging belê word en enige rente wat uit daardie beleggings oploop, kom die algemene fonds van die Raad toe.

(4) Alle fondse wat oploop uit die verkoop van vakansiefondsboekies wat deur die Raad verskaf word, kom die Algemene Fonds van die Raad toe as vergoeding vir die administrasie van die fonds.

(5) Alle trekkings uit die bankrekening of beleggings van die Verlofondse geskied per tjek wat die sekretaris en/of tesourier en enige ander persoon of persone wat die Raad mag benoem, moet onderteken.

(6) Die Raad mag vir die behoorlike werking van die fonds en die administrasie van die fonds dié reëls wat hy nodig ag, opstel, mits dit nie met die bepalings van hierdie fonds onbestaanbaar is nie.

(7) Die Raad moet 'n sekretaris en/of tesourier, wat as die sekretaris en/of tesourier van die fonds bekend moet staan, en ook dié ander personeel wat hy vir die behoorlike administrasie van die fonds nodig ag, aanstel. Die salarisse van sodanige amptenare en alle ander uitgawes moet uit die algemene fonds van die Raad betaal word.

(8) 'n Openbare rekenmeester of openbare rekenmeesters, wat deur die Raad aangestel moet word, moet die rekenings van die fonds jaarliks ouditeer en voor of op 15 Maart 'n staat opstel wat die volgende aantoon:—

(i) Alle geld wat ontvang is; en

(ii) uitgawes wat gedurende die twaalf maande wat op die voorafgaande 31 Desember eindig, aangegaan is, en ook 'n staat wat die fonds se bate en laste aantoon.

Juiste kopieë van hierdie state moet deur die Voorsitter van die Raad medeonderteken word en moet, saam met die ouditeur se verslag daaroor, by die Raad se kantoor ter insae lê. Kopieë van albei state, behoorlik gesertifiseer deur die ouditeur en medeonderteken deur die Voorsitter van die Raad, saam met die ouditeur se verslag daaroor, moet so spoedig moontlik daarna, maar voor of op 31 Maart van elke jaar, aan die Nywerheidsregistrateur voorgeleë word.

9 (a) Indien hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die Raad die fonds bly administreer totdat dit gelikwyder of deur die Raad oorgedra word na enige ander fonds wat vir dieselfde doel as hierdie fonds gestig is.

(b) Ingeval van die deregistrasie van die Raad, of indien dit gedurende of na die tydperk waarin hierdie Ooreenkoms geld, sou ophou om te funksioneer, mag die Nywerheidsregistrateur 'n komitee, bestaande uit 'n gelyke aantal werkgewers- en werknemers-vertegenwoordigers in die Nywerheid, aanstel, of mag die Nywerheidsregistrateur 'n trustee of trustees aanstel om die pligte van die Raad in verband met die fonds uit te voer. Sodanige komitee of sodanige trustee of trustees (wat, indien nodig, vir hul dienste uit die fonds betaal moet word) beskik vir die toepassing van hierdie klousule, oor die bevoegdhede wat aan die Raad verleen is.

(c) Tensy die ooreenkoms binne ses maande vanaf die vervaldatum daarvan vir 'n verdere tydperk van krag verklaar of deur 'n nuwe ooreenkoms vervang, of 'n nuwe ooreenkoms in die plek daarvan gestel word, wat vir die voortsetting of oordrag van die fonds voorsiening maak, moet die fonds gelikwyder word en moet daar oor enige onbestede bedrag ooreenkomstig subparagraaf (d) van hierdie subklousule beskik word.

(d) By likwidasie van die fonds moet alle gelde wat in die krediet van die fonds oorbly nadat alle eise teen die fonds, met inbegrip van administrasie- en likwidasielaste, verreken is, in die algemene fonds van die Raad inbetaal word. Indien die sake van die Raad by sodanige likwidasie reeds gelikwyder en sy bates verdeel is, moet die gelde wat in die krediet van die fonds oorbly ooreenkomstig artikel vier-en-dertig (4) van die Wet, soos gewysig, verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

22. VAKANSIEFONDS.

(1) Elke werkgewer moet ten opsigte van die bedrae wat ingevolge klousule 20 (3) verskuldig is, van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, die bedrae hieronder gemeld, aftrek:—

	Rand/Sent Per week
(a) Drywers van meganiese voertuie met 'n netto dra vermoë van—	
(i) Tot en met 5 ton	1.00
(ii) Meer as 5 ton en tot en met 7 ton	1.00
(iii) Meer as 7 ton	1.30
(b) Stoomwadywers	1.30
(c) Bedieners van 'n skuur- en draaiskyfmasjien op vloerbedekking en van hystoestelle	1.00
(d) Halfgeskoolde werknemers	1.00
(e) Werknemers in alle ander ambagte en beroepe, uitgesonderd vakleerlinge en minderjarige gedurende die proeftydperk kragtens die Wet op Vakleerlinge, 1944	2.73

Met dien verstande dat, wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam was, die bedrag wat vir daardie week afgetrek moet word, deur die werkgewer vir wie hy eerste gedurende daardie week gewerk het, afgetrek moet word.

(3) Any moneys belonging to the fund may be invested from time to time in Government securities or on fixed deposit or on call with a Bank or Building Society, in the discretion of the Council and any interest accruing from such investments shall accrue to the General Fund of the Council.

(4) Any funds accruing from the sale of holiday fund books supplied by the Council shall accrue to the General Fund of the Council in consideration of the Administration of this fund.

(5) All withdrawals from the Holiday Fund bank account or investments shall be made by cheque, signed by the Secretary and/or treasurer and such other person or persons as the Council may appoint.

(6) The Council may make such rules as it deems necessary relevant to the proper functioning of the fund and the administration of the fund in so far as it is not inconsistent with the provisions of this clause.

(7) The Council shall appoint a Secretary and/or treasurer who shall be known as the Secretary and/or treasurer of the fund, and such other staff as may be necessary for the proper administration of the fund. The salaries of such officials and all expenses shall be paid from the General Fund of the Council.

(8) A public accountant or public accountants to be appointed by the Council shall audit the Accounts of the fund annually and shall not later than the 15th March prepare a statement showing:—

(i) all moneys received; and

(ii) expenditure incurred under all headings for the twelve months ended the 31st December preceding, together with a statement showing the assets and liabilities of the fund.

True copies of these statements shall be countersigned by the Chairman of the Council and shall, together with the auditor's report thereon, be available for inspection at the Council's office. Copies of both statements, duly certified by the auditor and countersigned by the Chairman of the Council, together with the auditor's report thereon shall as soon as possible thereafter but not later than the 31st March of each year be presented to the Industrial Registrar.

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

(b) In the event of the de-registration of the Council or in the event of its ceasing to function during or after the currency of this Agreement, the Industrial Registrar may appoint a committee consisting of an equal number of representatives of employers and employees in the industry or the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the Council in connection with the fund. Such committee or such trustee or trustees (who shall, if necessary, be paid for their services from the fund) shall have the powers vested in the Council for the purpose of this clause.

(c) Unless within six months of the expiration of this Agreement it is declared effective for a further period or is replaced or superseded by a new Agreement providing for the continuation or transfer of the fund, the fund shall be liquidated and any unexpended amount disposed of in accordance with sub-paragraph (d) of this sub-clause.

(d) Upon liquidation of the fund any moneys remaining to the credit of the fund after all claims against the fund including administration and liquidation expenses, have been met, shall be paid into the general funds of the Council. If upon such liquidation the affairs of the Council have already been wound up and its assets distributed, the moneys remaining to the credit of the fund shall be distributed in terms of section thirty-four (4) of the Act, as amended, as if it formed part of the general funds of the Council.

22. HOLIDAY FUND.

(1) Each employer shall deduct in respect of the amounts due in terms of clause 20 (3) from the remuneration due every week to each member of the undermentioned classes of employees, the amounts scheduled hereunder:—

	Rand/Cents Per week
(a) Drivers of mechanical vehicles with a net carrying capacity of—	
(i) Up to and including 5 tons	1.00
(ii) Over 5 tons and up to and including 7 tons	1.00
(iii) Over 7 tons	1.30
(b) Drivers of steam wagons	1.30
(c) Operators of sandpapering and spinning machine on flooring and of hoists	1.00
(d) Semi-skilled employees	1.00
(e) Employees in all other trades and occupations excluding apprentices and minors during the probationary period under the Apprenticeship Act, 1944	2.73

Provided that where an employee is employed by two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week.

(2) (a) Die werkgewer moet ten opsigte van die bedrag wat hy aldus ingevolge subklousule (1) aftrek, elke betaaldag vir die waarde van sodanige bedrae aan elkeen van sy betrokke werknemers 'n seël uitreik wat hy gekanselleer het deur sy naam en die datum daarop te endosseer, en elke werknemer moet sodanige seëls in sy bydraeboek, wat hy moet hou, plak.

(b) Die Raad mag 'n saamgestelde Vakansiefonds- en Bystandsfonds seël ingevolge hierdie klousule en klousule 23 uitreik.

(3) Die werkgewer moet die seëls genoem in subklousule (2) van die sekretaris en/of tesourier van die fonds koop en die werkgewer moet te alle tye 'n voldoende voorraad daarvan voorhande hou; met dien verstande dat 'n werkgewer ten opsigte van die waarde van enige ongebruikte seëls, 'n terugbetaling uit die fonds mag verkry. Daar moet binne ses maande vanaf die vervaldatum van hierdie Ooreenkoms om sodanige terugbetaling aansoek gedoen word, en enige sodanige bedrag wat nie binne gemelde tydperk van ses maande geëis word nie, word verbeur en kom die algemene fonds van die Raad toe.

(4) Die werkgewer moet op 'n vorm wat van die Raad verkry moet word, ten opsigte van elkeen van sy betrokke werknemers jaarliks aansoek om 'n bydraeboekie doen. 'n Werkgewer moet ten opsigte van elke bydraeboekie die bedrag van 15 sent aan die sekretaris van die Raad betaal en hy is daarop geregtig om die bedrag wat hy aldus betaal het, ondanks enige ander bepaling in hierdie Ooreenkoms, van die loon van die betrokke werknemer af te trek.

(5) Elke werknemer moet so spoedig moontlik na die laaste betaaldag in November elke jaar en voor of op die laaste dag wat die vakansietydperk voorafgaan, sy bydraeboekie by die sekretaris en/of tesourier van die fonds inlewer in ruil vir 'n ontvangsbewys en die sekretaris en/of tesourier moet vasstel watter bedrag aan die werknemer verskuldig is ooreenkomstig die waarde van die seëls wat in sy bydraeboekie geplak is, en die betrokke bedrag, min betaling, indien daar is, wat die Raad ingevolge klousule 20 (4) betaal het, op 'n datum nie later nie as die dag voor die aanvang van die verloftydperk aan die werknemer uitbetaal.

(6) Die fonds is nie aanspreeklik vir die betaling ten opsigte van enige seëls wat kragtens hierdie klousule aan werknemers uitgereik is nie, tensy sodanige seëls ingevolge subklousule (2) in 'n bydraeboekie ingeplak en sodanige bydraeboekie voor die begin van die vakansietydperk by die sekretaris en/of tesourier van die fonds ingedien is; met dien verstande dat die Raad die sekretaris en/of tesourier van die fonds mag magtig om 'n werknemer te betaal wat om 'n grondige rede, na die goedvinde van die Raad, nie sy bydraeboekie teen sodanige datum ingedien het nie.

(7) 'n Werknemer is nie daarop geregtig nie om voor die dag onmiddellik voor die aanvang van die verloftydperk, betaling te eis vir seëls wat voor die laaste betaaldag in November van elke jaar aan hom uitgereik is. Die Raad beskik egter oor die reg om sodanige uitbetaling te magtig, indien dit na sy mening raadsaam is om dit te doen. Ingeval die werknemer te sterwe kom, moet die bedrag wat uit genoemde fonds aan hom verskuldig is, per tjek aan sy boedel uitbetaal word en sodanige tjek moet ten gunste van sodanige boedel uitgemaak word wanneer sy bydraeboekie by die sekretaris en/of tesourier van die fonds ingedien word.

(8) Die bydraeboekies en seëls wat aan werknemers uitgereik word, is nie oordraagbaar en geen geld wat ingevolge daarvan aan 'n werknemer verskuldig is, kan gesedeer of verpand word nie.

(9) Geen vakansieseëls mag anders as ooreenkomstig die bepaling van hierdie klousule aan 'n werknemer uitgereik word en geen werknemer is in enige jaar geregtig op betaling uit die fonds van 'n bedrag wat groter as vyftig weeklikse aftrekkings is nie.

(10) Enige onopgeëiste geld wat aan die end van elke jaar in die krediet van die vakansiefonds staan, moet na verloop van ses maande, van die datum van die jaarlikse uitbetaling af, na die algemene fonds van die Raad oorgeplaas word. Met dien verstande dat ingeval laat eise ontvang word nadat die voorgeskrewe tyd verstrik het, die uitbetaling van sodanige eise op hul meriete deur die Raad oorweeg sal word.

(11) Die bydraeboekies en seëls in hierdie klousule genoem, moet in dié vorm wees wat die Raad van tyd tot tyd mag vasstel, en mag, na goedvinde van die Raad, met enige ander bydraeboekie en/of seël gekombineer word wat by enige bepaling van hierdie Ooreenkoms voorgeskryf word.

23. BYSTANDSFONDS.

(1) (a) Die geldigheid van die Bystandsfonds wat gestig is kragtens Goewermentskennisgewing No. 1749 van 21 November 1958 en bekend staan as die „Bystandsfonds vir die Bounywerheid” (hieronder die „Bystandsfonds” of die „Fonds” genoem) word hierby voortgesit.

(b) Die bystandsfonds bestaan uit bydraes van werkgewers en werknemers wat ooreenkomstig die bepaling van subklousules 2 en 3 van hierdie klousule betaal word.

(c) Die doel van die bystandsfonds is om, soos voorgeskryf in die Ooreenkoms op 28 Julie 1955 aangegaan tussen die Raad en die Federated Employers Fire and General Insurance Co. Ltd. (hieronder die „Maatskappy” genoem), of enige wysigings daarvan waarvoor die Raad en die Maatskappy agterna onderling ooreengekom het, sterftebystand en aftredingsvoordele te verskaf.

(d) 'n Kopie van die Ooreenkoms in die voorafgaande subklousule genoem, sowel as kopieë van enige wysigings daarvan en van alle aanvullende dokumente moet vir bewaring by die Sekretaris van Arbeid ingedien word.

(2) (a) The employer shall in respect of the amount so deducted by him in terms of sub-clause (1) issue on each pay day to each of his employees concerned a stamp cancelled by him with his name and the date endorsed thereon, to the value of such amounts, and each employee shall affix such stamps in his contribution book which shall be retained by him.

(b) The Council may issue a combined Holiday Fund and Benefit Fund Stamp in terms of this clause and clause 23.

(3) The stamps referred to in sub-clause (2) shall be purchased by the employer from the secretary and/or treasurer of the fund and an adequate supply thereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the fund of the value of any unused stamps. An application for such refund shall be made not later than six months from the date of expiration of this Agreement, and any such amount not claimed within the said period of six months shall be forfeited and shall accrue to the general funds of the Council.

(4) Application for a contribution book in respect of each of his employees concerned shall be made by the employer on a form to be obtained from the Council annually. An employer shall pay the amount of 15 cents in respect of each contribution book to the secretary of the Council, and shall be entitled to deduct the amount so paid by him from the wage of the employee concerned, notwithstanding any other provisions of this Agreement.

(5) As early as possible after the last pay day in November in each year and not later than the last day preceding the holiday period, each employee shall deposit his contribution book with the secretary and/or treasurer of the fund in exchange for a receipt card and the secretary and/or treasurer shall ascertain the amount due to the employee as reflected by the value of the stamps affixed to his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of clause 20 (4).

(6) The fund shall not be liable to make payment in respect of any stamps issued to employees in terms of this clause unless such stamps are affixed in a contribution book in terms of sub-clause (2) and such contribution book is deposited with the secretary and/or treasurer of the fund before the commencement of the holiday period; provided that the Council may authorize the secretary and/or treasurer of the fund to make payment to any employee who for some good reason determined by the Council has not lodged his contribution book by such date.

(7) An employee shall not be entitled to claim payment for any stamps issued to him prior to the last pay day in November in any year, until the day immediately preceding the commencement of the holiday period. The Council, however, shall have the right to authorize such payment if, in its discretion, it is considered advisable to do so. In the case of death of the employee the amount due to him from the aforesaid fund shall be paid to his estate by cheque drawn in favour of such estate on his contribution book being lodged with the secretary and/or treasurer of the fund.

(8) The contribution books and stamps issued to employees are not transferable and no moneys due in terms thereof to an employee shall be ceded or pledged.

(9) No holiday stamps shall be issued to an employee otherwise than in accordance with the provisions of this clause, and no employee shall be entitled to payment from the fund in any year of any amount in excess of fifty weekly deductions.

(10) Any unclaimed moneys standing to the credit of the holiday fund at the end of each year shall, after the lapse of six months from the date of the annual payout, be transferred to the benefit of the general fund of the Council. Provided that where any late claims are received after the prescribed period has elapsed, payment of such claims will be considered on their merits by the Council.

(11) The contribution books and stamps referred to in this clause shall be in such form as may be determined by the Council from time to time and may in the discretion of the Council be combined with any other contribution book and/or stamp prescribed by any other provision of this Agreement.

23. BENEFIT FUND.

(1) (a) The operation of the Benefit Fund established under Government Notice No. 1749 of the 21st November, 1958 and known as the „Building Industry Benefit Fund” (hereinafter referred to as the „Benefit Fund” or „The Fund”) is hereby continued.

(b) The benefit fund shall consist of contributions from employers and employees paid in accordance with the provisions of sub-clauses 2 and 3 of this clause.

(c) The object of the benefit fund shall be to provide death and retirement benefits in accordance with the Agreement entered into between the Council and the Federated Employers Fire and General Insurance Co. Ltd., (hereinafter referred to as „the Company”) on the 28th July, 1955 or any subsequent amendments thereto mutually agreed upon between the Council and the Company.

(d) A copy of the Agreement referred to in the preceding sub-clause as well as copies of any amendments thereto and of all supplementary documents, shall be placed on record with the Secretary for Labour.

(2) Benewens enige ander besoldiging waarop 'n werknemer vir wie lone in klousule 4 (1) (f) van hierdie Ooreenkoms voorgeskryf word, geregtig mag wees, moet sodanige werknemer behoudens die bepalings van subklousule (3) 'n bedrag van 1 sent per uur of gedeelte van 'n uur gedurende elke week diens gewerk, betaal word; met dien verstande dat—

(a) geen bedrag betaal word nie ten opsigte van oortyd of tyd gewerk gedurende die openbare vakansiedae in klousule 9 (6) genoem, of gedurende die jaarlikse vakansietydperk in klousule 20 van hierdie Ooreenkoms genoem;

(b) ingeval 'n werknemer in 'n bepaalde week minder as agt uur vir 'n werkgewer werk, of wanneer 'n werknemer in 'n bepaalde week vir meer as een werkgewer werk en die eerste werkgewer reeds die bedrag in subklousule (3) (b) hiervan gemeld, afgetrek het, moet die bedrag wat ingevolge hierdie subklousule verskuldig is, onmiddellik by sy diensbeëindiging of aan die einde van die laaste werkdag van die week, naamlik die vroegste datum, betaal word.

(3) (a) 'n Werkgewer moet 87 sent aftrek van die besoldiging wat elke week verskuldig is aan sy werknemers vir wie lone in klousule 4 (1) (f) van hierdie Ooreenkoms voorgeskryf word.

(b) Ingeval 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam was, moet die werkgewer by wie die werknemer die eerste gedurende daardie week vir minstens agt uur in diens was, die bedrag vir daardie week aftrek.

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

(4) (a) Die werkgewer moet elke betaaldag ten opsigte van die bedrag wat hy aldus ingevolge subklousule (3) hiervan afgetrek het, aan elkeen van sy betrokke werknemers 'n seël ter waarde van 87 sent uitreik wat hy gekanselleer het deur sy naam en die datum daarop te endosseer, en elke werknemer moet sodanige seël in sy bydraeboek, wat hy moet behou, plak.

(b) Die werkgewer moet die seëls in paragraaf (a) van hierdie subklousule genoem, by die Raad koop en die werkgewer moet te alle tye 'n toereikende voorraad daarvan voorhande hou; met dien verstande dat 'n werkgewer vir die waarde van enige ongebruikte seëls van die bystandsfonds 'n terugbetaling kan verkry. Aansoek om sodanige terugbetaling moet voor of op 30 Junie elke jaar gedoen word en enige sodanige bedrag wat nie binne genoemde tydperk geëis word nie, word verbeur en kom die algemene fondse van die Raad toe.

(c) Die werkgewer moet ten opsigte van elkeen van sy betrokke werknemers op 'n vorm wat jaarliks van die Raad verkry moet word, aansoek doen om 'n bydraeboek. 'n Werkgewer moet ten opsigte van elke bydraeboek aan die Sekretaris van die Raad die bedrag van 15 sent betaal en is daarop geregtig om die bedrag wat hy aldus betaal het, ondanks enige ander bepalings in hierdie Ooreenkoms, van die loon van die betrokke werknemer af te trek.

(d) Die sluitingsdatum in elke jaar ten opsigte van bydraeboeke is die laaste betaaldag in November, en alle seëls wat ingevolge subklousule 4 (a) na die tweede Vrydag in November aan werknemers uitgereik word, moet in die bydraeboek vir die daaropvolgende jaar geplak word.

(e) Elke werknemer moet so gou moontlik na die laaste betaaldag in November elke jaar, en voor of op die laaste dag wat die vakansietydperk voorafgaan of, ingeval die vakansietydperk nie deur 'n Ooreenkoms van hierdie Raad voorgeskryf word nie, binne twee weke na die laaste betaaldag in November, sy bydraeboek by die sekretaris van die Raad inruil vir 'n ontvangsbewys. Die sekretaris moet die bedrag wat aan die werknemer verskuldig is, soos weerspieël deur die waarde van die seëls wat in sy bydraeboek geplak is, vasstel en die Maatskappy so gou doenlik maar in elk geval voor of op 31 Desember, in kennis stel wat die naam van die werknemer en die betrokke bedrag is.

(f) Die bystandsfonds aanvaar geen verantwoordelikheid ten opsigte van enige seëls wat ooreenkomstig hierdie subklousule aan werknemers uitgereik is nie, tensy sodanige seëls ooreenkomstig subklousule 4 (a) in 'n bydraeboek geplak is en sodanige bydraeboek ooreenkomstig die vereistes van paragraaf (e) by die Raad ingelewer word: met dien verstande dat die Raad mag instem om die bepalings van hierdie paragraaf ter syde te stel indien die werknemer om een of ander grondige rede, na die mening van die Raad, versuim het om seëls in te plak, of nie sy bydraeboek, soos vereis, ingedien het nie.

(g) Die Raad moet ooreenkomstig die bepalings van die Ooreenkoms in subklousule 1 (c) van hierdie klousule gemeld, beskik oor die opbrengs uit die verkope van seëls.

(h) Die bydraeboek en seëls in hierdie subklousule gemeld, moet in dié vorm wees wat die Raad van tyd tot tyd mag vasstel, en mag na die goedvinde van die Raad met enige ander bydraeboek en/of seël wat by enige ander klousule van hierdie Ooreenkoms voorgeskryf word, gekombineer word.

(i) Geen seëls mag op 'n ander manier as in ooreenstemming met die bepalings van hierdie subklousule aan 'n werknemer uitgereik word nie en geen werknemer is op meer bystand uit die bystandsfonds geregtig nie as die wat deur 'n maksimum van vyftig weeklikse bydraes verkry word.

(5) Die bystand wat uit bydraes aan die bystandsfonds oploop, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie; met dien verstande dat 'n werknemer nietemin 'n bevoordeelde mag benoem om die opbrengs van sy polis te ontvang ingeval hy voor sy aftrede te sterwe kom.

(6) (a) Die Raad is die liggaam wat vir die administrasie van die bystandsfonds verantwoordelik is en mag vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

(2) In addition to any other remuneration to which an employee for whom wages are prescribed in clause 4 (1) (f) of this Agreement may be entitled, such employee shall be paid subject to the provisions of sub-clause (3) an amount of 1c per hour or part of an hour worked during each week of employment; provided that—

(a) no payments shall be made in respect of overtime or time worked during the public holidays referred to in clause 8 (6) or during the annual holiday period referred to in clause 19 of this Agreement;

(b) in the event of an employee working for an employer for less than eight hours in any one week, or where an employee works for more than one employer in any one week and the first employer has already made the deduction referred to in sub-clause (3) (b) hereof, 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 of the week, whichever is the earlier.

(3) (a) An employer shall deduct 87c from the remuneration due every week to his employees for whom wages are prescribed in clause 4 (1) (f) of this Agreement.

(b) 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.

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

(4) (a) The employer shall in respect of the amount so deducted by him in terms of sub-clause (3) hereof issue on each pay day to each of his employees concerned, a stamp cancelled by him with his name and the date endorsed thereon, to the value of the amount of 87c and each employee shall affix such stamp in his contribution book which shall be retained by him.

(b) The stamps referred to in paragraph (a) of this sub-clause shall be purchased by the employer from the Council and an adequate supply thereof shall at all times be maintained by the employer, provided that, an employer may obtain a refund from the benefit fund of the value of any unused stamps. An application for such refund shall be made not later than the 30th day of June in each year and any such amount not claimed within the said period shall be forfeited and shall accrue to the general funds of the Council.

(c) Application for a contribution book in respect of each of his employees concerned shall be made by the employer on a form to be obtained from the Council annually. An employer shall pay the amount of fifteen cents in respect of each contribution book to the secretary of the Council and shall be entitled to deduct the amount so paid by him from the wage of the employee concerned, notwithstanding any other provisions of this Agreement.

(d) The closing date in each year in respect of contribution books shall be the last pay day in November, and all stamps issued to an employee in terms of sub-clause 4 (a) subsequent to the second Friday in November shall be affixed in the contribution book for the ensuing year.

(e) As early as possible after the last pay day in November in each year and not later than the last day preceding the holiday period, or, in the event of the holiday period not being prescribed by an Agreement of this Council, then within a fortnight from the last pay day in November, 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 stamps affixed to his contribution book, and shall advise the Company as soon as practicable but, in any event, not later than the 31st December, of the name of the employee and of the amount in question.

(f) The benefit fund shall not incur any liability in respect of any stamps issued to employees in terms of this sub-clause unless such stamps are affixed in a contribution book in terms of sub-clause 4 (a) and such contribution book is deposited with the Council in accordance with the requirements of paragraph (e); provided that the Council may agree to waive the provisions of this paragraph if for some good reason determined by it the employee has neglected to affix stamps or has not lodged his contribution book as required.

(g) The proceeds of the sale of stamps shall be disposed of by the Council in accordance with the provisions of the Agreement referred to in sub-clause (1) (c) of this clause.

(h) The contribution book and stamps referred to in this sub-clause shall be in such form as determined by the Council from time to time, and may in the discretion of the Council be combined with any other contribution book and/or stamp prescribed by any other clause of this Agreement.

(i) No stamps shall be issued to an employee otherwise than in accordance with the provisions of this sub-clause and no employee shall be entitled to benefits from the benefit fund in excess of that secured by a maximum of fifty weekly contributions.

(5) The benefits accruing from contributions to the benefit fund shall not be transferable and cannot be ceded or pledged; provided that an employee may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to his retirement.

(6) (a) The Council shall be the body responsible for the administration of the benefit fund and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

(b) Ingeval die Raad ophou om te funksioneer of ingeval hy ingevolge artikel vier-en-dertig (2) van die Wet, soos gewysig, gederegistreer word, mag die Nywerheidsregistrator 'n komitee aanstel wat uit 'n gelyke aantal werkgewers en werknemersvertegenwoordigers en -plaasvervangers in die komitee bestaan, of die Nywerheidsregistrator mag 'n trustee of trustees aanstel om die pligte van die Raad in verband met hierdie bystandsfonds uit te voer. Sodanige komitee, trustee of trustees het vir dié doeleindes al die bevoegdhede van die Raad.

(c) 'n Openbare rekenmeester of openbare rekenmeesters wat deur die Raad aangestel moet word, moet die rekenings van die bystandsfonds jaarliks ouditeer en voor of op 15 Maart 'n staat opstel wat die volgende toon—

- (i) Alle gelde ontvang; en
- (ii) uitgawes wat vir die twaalf maande wat op die voorafgaande 31ste Desember eindig, onder alle hoofde aangegeen is, tesame met 'n opgaaf wat die bates en laste van die bystandsfonds aantoon.

Juiste kopieë van hierdie state, wat deur die voorsitter van die Raad medeonderteken moet word, tesame met die verslag wat die ouditeur daarvoor opstel, moet by die kantoor van die Raad ter insae lê. Kopieë van beide state, behoorlik deur die ouditeur gesertifiseer en deur die voorsitter van die Raad medeonderteken, tesame met die ouditeur se verslag daarvoor, moet so gou moontlik daarna, maar voor of op 31 Maart van elke jaar aan die Nywerheidsregistrator voorgelê word.

24. DIE 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 ooreenkomstig die prosedure hieronder uiteengesit.

(2) Elke werkgewer moet, behoudens die bepalings van subklousules (3) en (4) hiervan, ten opsigte van elkeen van sy werknemers vir wie lone in klousule 4 (1) (f) voorgeskryf word, 'n bedrag van 8 sent per week tot die Nasionale Fonds bydra.

(3) 'n Werkgewer betaal geen bedrag ten opsigte van 'n werknemer wat minder as agt uur in 'n week vir hom werk nie.

(4) Wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam was, moet die werkgewer wat hom in daardie week die eerste vir minstens agt uur in diens gehad het, die bedrag vir daardie week betaal.

(5) Die prosedure in klousule 23 van hierdie Ooreenkoms voorgeskryf, is *mutatis mutandis* op die betaling van bydraes ingevolge hierdie klousule van toepassing.

(6) Die Raad moet maandeliks die totale bedrag aan bydraes wat hy ingevolge subklousule (2) ingevorder het, aan genoemde Nasionale Fonds betaal, min invorderingskoste van twee en 'n half persent wat die algemene fonds van die Raad toeval.

(7) Kopieë van die Konstitusie van die Nasionale Fonds moet by die Raad en by die Sekretaris van Arbeid ingedien word, en kopieë van die balansstaat en geouditeerde rekenings van die fonds moet binne drie maande vanaf die sluitingsdatum van die tydperk wat daardeur gedek word by die Raad en die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule omvat die woord „Konstitusie” alle wysigings van die Konstitusie wat van tyd tot tyd aangeneem word.

25. EERSTEHULP.

Elke werkgewer moet op 'n perseel waar hy werknemers in diens het geskikte eerstephulpuitrusting verskaf en in 'n goeie toestand hou.

26. TYD- EN LOONREGISTERS.

(1) Werkgewers moet dié tyd- en loonregisters wat by regulasies kragtens die Wet voorgeskryf word, hou.

(2) Werkgewers moet tydstate verskaf en werknemers moet elke week die volgende besonderhede daarop invul—

- (a) Die bepaalde taak waarvoor die arbeid verrig word;
- (b) die klas werk waarin hy werksaam is;
- (c) die tyd wat elke dag aan elke klas werk bestee is; en
- (d) die getal ure elke dag oortyd gewerk en die tyd van die dag wat die oortydwerk verrig is, met dien verstande dat indien 'n werkgewer tydboeke hou wat die inligting wat hierbo in besonderhede gemeld is, weergee, die verskaffing en invulling van tydstate nie vereis sal word nie.

27. STUKWERK/TAAKWERK/AANSPORINGSKEMAS.

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

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule mag 'n aansporingsbetalingstelsel by wyse van 'n onderlinge ooreenkoms tussen 'n individuele werkgewer en sy werknemer ingevoer en daarvolgens gewerk word, met dien verstande dat die besoldiging en ander geldelike voordele nie as gevolg van die invoering en werking van sodanige stelsel minder mag wees as die wat in klousule 4, 7, 9, 20, 22 en 23 van hierdie Ooreenkoms voorgeskryf word nie, en voorts met dien verstande dat daar in elke ander opsig by die ander bepalings van hierdie Ooreenkoms gehou word. Enigeen van die twee partye mag 'n geskil wat uit die toepassing van hierdie subklousule voortspruit, aan die Raad voorlê vir sy beslissing.

(b) In the event of the Council ceasing to function or being deregistered in terms of section thirty-four (2) of the Act, as amended, the Industrial Registrar may appoint a committee from the employers and employees on the basis of the equity of employer and employee, representatives and alternates in the membership of the committee, or the Industrial Registrar may appoint a trustee or trustees to carry out the duties of the Council in connection with the benefit fund. Such committee, trustee or trustees shall possess all powers of the Council for such purposes.

(c) A public accountant or public accountants to be appointed by the Council shall audit the accounts of the benefit fund annually and shall not later than 15th March, prepare a statement showing—

- (i) all moneys received; and
- (ii) expenditure incurred under all headings for the twelve months ended 31st December preceding, together with a statement showing the assets and liabilities of the benefit fund.

True copies of these statements, which shall be countersigned by the chairman of the Council, shall, together with the auditor's report thereon, be available for inspection at the Council's office. Copies of both statements, duly certified by the auditor and countersigned by the chairman of the Council, together with the auditor's report thereon, shall as soon as possible thereafter but not later than the 31st March of each year be presented to the Industrial Registrar.

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 authorizes, 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 8c per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (f).

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

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

(5) The procedure prescribed in clause 23 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 of the National Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited accounts of the fund shall be lodged with the Council and the Secretary for Labour within three months of the close of the period covered thereby. For the purpose of this sub-clause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

25. FIRST AID.

Each employer shall provide and maintain in good order suitable First Aid equipment on any premises where employees are employed by him.

26. TIME AND WAGE RECORD.

(1) Employers shall keep such time and wage records as are prescribed by regulations under the Act.

(2) Employers shall provide and employees shall fill in time sheets each week giving particulars of—

- (a) job for which work is being done;
- (b) class of work on which employed;
- (c) time worked on each day on each class of work; and
- (d) the number of hours overtime worked each day and the time of the day such overtime was worked, provided that where an employer keeps time books reflecting the information detailed above, the provision and completion of time sheets will not be required.

27. PIECEWORK/TASK WORK/INCENTIVE SCHEMES.

(1) The giving out by employers or the performance by employees of work on a piecework or task work basis is prohibited.

(2) Notwithstanding the provisions of sub-clause (1) of this clause it shall be permissible, by mutual agreement between any individual employer and his employee, to introduce and to operate a system of incentive payments, provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clauses 4, 7, 9, 20, 22 and 23 of this Agreement, and provided further that the other provisions of this Agreement are adhered to in every respect. Apprentices shall not be allowed to participate in such incentive system. Any dispute arising out of the operation of this sub-clause may be submitted by either party to the Council for decision.

28. ORGANISASIEFASILITEITE.

Behoudens die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger, moet organisasiefasiliteite aan organiseerders van die vakverenigings verleen word ten einde hulle in staat te stel om toegang tot hul lede te hê.

29. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van die Ooreenkoms verantwoordelik is en hy mag vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

30. VRYSTELLINGS.

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

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens hierdie klousule verleen is, die voorwaardes stel waarop sodanige vrystelling verleen word en die tydperk bepaal waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing aan die betrokke persoon of persone, enige vrystellingstifikate mag intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingstifikaat onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrygestel word. 'n Stifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is, geldig nie.

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

(5) 'n Werkgewer moet hom hou aan die gewysigde voorwaardes wat ooreenkomstig die bepalings van hierdie klousule deur 'n vrystellingstifikaat geskep word.

31. ALGEMENE FONDS.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 7½ sent per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (f) van die Ooreenkoms voorgeskryf word en 2½ sent per week van die verdienste van alle ander werknemers, uitgesonderd arbeiders, en vir elke 7½ sent aldus afgetrek moet die werkgewer 6 sent bydra en vir elke 2½ sent aldus afgetrek, moet die werkgewer 2½ sent bydra en die werkgewer moet genoemde bedrae volgens die prosedure in subklousule (2) hiervan voorgeskryf aan die Raad betaal, met dien verstande dat die bedrag wat 'n werkgewer ten opsigte van hierdie klousule moet betaal nie minder as 25 sent per week mag wees nie.

(2) Die werkgewer moet alle bedrae wat ooreenkomstig die bepalings van subklousule (1) van hierdie klousule betaalbaar is, en ook 'n staat wat die getal werknemers in diens en hul ambagte aantoon, saam met die besonderhede in subklousule (3) van hierdie klousule gemeld, voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae verskuldig is, aan die sekretaris van die Raad in die gebied waarin die werk verrig word, stuur.

(3) Elke werkgewer moet, wanneer hy sy bydraes aan die Raad stuur, op gedrukte vorms wat deur die Raad verskaf word, 'n lys insluit van die ambagsmanne wat by hom werksaam is.

(4) Wanneer 'n werkgewer geeneen van die werknemers in subklousule (1) van hierdie klousule gemeld, in diens gehad het nie, moet sodanige werkgewer nietemin voor of op die sewende dag van elke maand 'n opgaaf met die woorde „Geen Werknemers” dwarsoor die vorm geskryf, saam met die minimum bydrae van 25 sent per week soos voorgeskryf in subklousule (1) van hierdie klousule, indien.

32. SIEKTEVERLOF—ARBEIDERS.

(1) 'n Werkgewer moet aan sy arbeider wat 22 dae 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 Ongevalwet, 1941, betaalbaar is, een dag verlof toestaan vir elke voltooide 22 dae diens by hom (wat nie noodwendig agtereenvolgens gewerk is nie). in 'n tydperk van twaalf agtereenvolgende maande, en moet hom ten opsigte van elke sodanige dag besoldiging betaal bereken teen een vyfde van sy weekloon wat hy voor die aanvang van die verlof ontvang het; met dien verstande dat die werkgewer mag vereis dat 'n stifikaat, onderteken deur 'n geregistreerde mediese praktisyn, wat die aard en duur van die siekte of ongeluk aantoon ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, voorgelê word; voorts met dien verstande dat versuim om sodanige stifikaat op versoek voor te lê, die werkgewer daarvan vrystel om enige bedrag ten opsigte van sodanige afwesigheid te betaal. Sodanige siekteverlof mag nie vir langer as een kringloop van twaalf agtereenvolgende maande oploop nie.

(2) Vir die toepassing van hierdie subklousule word „diens” geag enige tydperk of tydperke in te sluit wat die werknemer—

(a) ingevolge klousule 19 van hierdie Ooreenkoms met verlof afwesig is;

28. ORGANIZATION FACILITIES.

Organization facilities shall be given to organizers of the trade unions to have access to their members subject to the consent of the employer or his duly authorized representative.

29. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of the Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

30. EXEMPTIONS.

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

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

(3) A certificate of exemption under the signature of the secretary 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 without assigning any reason during the period for which it was granted.

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

31. GENERAL FUND.

(1) For the purposes of meeting the expenses of the Council, every employer shall deduct 7½c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (f) of the Agreement and 2½c per week from the earnings of all other employees other than labourers, and for every 7½c so deducted the employer shall contribute 6c and for every 2½c so deducted the employer shall contribute 2½c and the said amounts shall be paid by the employer to the Council in accordance with the procedure prescribed in sub-clause (2) hereof, provided that the amount payable by an employer in respect of this clause shall not be less than 25c in any week.

(2) All amounts payable in accordance with the provisions of sub-clause (1) of this clause, together with a statement showing the number of employees employed and their trades shall be forwarded by the employer to the secretary of the Council in the area in which the work is executed on or before the seventh day of each month, in respect of the previous month's dues together with the particulars referred to in sub-clause (3) of this clause.

(3) Each employer shall, when forwarding his contributions to the Council, on printed forms supplied by the Council enclose a list of the artisans employed by him.

(4) Where an employer did not employ any employees as specified in sub-clause (1) of this clause, such employer shall nevertheless submit a return on or before the seventh day of each month with the words "No Employees" written across the form, together with the minimum contribution of 25c per week as prescribed in sub-clause (1) of this clause.

32. SICK LEAVE—LABOURERS.

(1) An employer shall grant to his labourer who has completed 22 days' employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensatable under the Workmen's Compensation Act, 1941, one day's leave for each completed 22 days' of employment (not necessarily worked consecutively), during any period of twelve consecutive months, and shall pay him in respect of each such day pay calculated at one-fifth of his weekly 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. Such sick leave shall not be accumulative beyond every cycle of twelve consecutive months.

(2) For the purpose of this sub-clause "employment" shall be deemed to include any period or periods during which the employee is—

(a) absent on leave in terms of clause 19 of this Agreement;

- (b) op las of op die versoek van die werkgewer van die werk afwesig is;
- (c) op die volgende openbare vakansiedae van die werk afwesig is: Goeie Vrydag, Paasmaandag, Hemelvaartdag en Geloftedag.

33. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer in die Bounywerheid moet binne drie maande vanaf die datum waarop hierdie Ooreenkoms in werking tree, die volgende besonderhede aan die Sekretaris van die Raad stuur:—

- (i) Sy volle naam;
- (ii) sy besigheidsadres;
- (iii) die ambag of ambagte wat hy in die Nywerheid beoefen.

(b) Alle werkgewers wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, moet die besonderhede wat ingevolge paragraaf (1) (a) van hierdie subklousule vereis word, binne een maand vanaf die datum waarop hulle met hul werksaamhede begin, verstrek.

(c) Waar die werkgewer 'n vennootskap of 'n maatskappy is, moet die inligting wat by paragraaf (1) (a) van hierdie subklousule vereis word, ten opsigte van elke vennoot, direkteur, ens. verstrek word. Die naam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

(2) Die sekretaris van die Raad moet 'n register hou van alle werkgewers wat in subklousule (1) hiervan bedoel word.

(3) Elke geregistreerde werkgewer moet die Raad onmiddellik per aangetekende pos in kennis stel van enige verandering in die besonderhede wat by registrasie verskaf is.

34. AGENTE.

(1) Die Raad moet een of meer persone as agent of agente aanstel om hom te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent het die reg om—

- (a) te eniger tyd 'n perseel of plek waarin werksaamhede in die Bounywerheid verrig word, te betree, indien hy redelike grond het om te vermoed dat enigeen daarin werksaam is;
- (b) elkeen wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van enigiemand anders wat hy mag goedvind, mondeling te ondervra en om van sodanige persone te vereis om die vrae wat aan hulle gestel word ten opsigte van aangeleenthede wat hierdie Ooreenkoms raak, te beantwoord;
- (c) te vereis dat dié boeke, tydstaats, registers en dokumente wat hy nodig mag ag om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voor te lê, dit te inspekteer, ondersoek en kopieë daarvan te maak.

(2) Die agent mag 'n tolk met hom saamneem wanneer hy 'n perseel of plek betree of 'n persoon ondervra, of 'n boek of dokument nagaan.

(3) Elkeen vir wie die bepalings van hierdie Ooreenkoms bindend is, moet die agent alle fasiliteite wat gemeld word, verleen.

35. TENTOONSTELLING VAN OOREENKOMS.

Elke werkgewer moet 'n afskrif van hierdie Ooreenkoms in albei amptelike tale in 'n opvallende plek wat vir al sy werknemers toeganklik is, in elke werkwinkel of agterplaas waar hy sake doen, laat ten toon stel.

Namens die Raad op hede die 17de dag van Maart 1965 te Oos-Londen onderteken.

H. ELDRIDGE,
Voorsitter van die Raad.

C. B. HOUGHTON,
Ondervoorsitter van die Raad.

A. T. HARTLAND,
Sekretaris van die Raad.

(b) absent from work on the instructions or at the request of his employer;

(c) absent from work on the following public holidays viz: Good Friday, Easter Monday, Ascension Day and Day of the Covenant.

33. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Building Industry at the date on which this Agreement comes into operation shall, if he has not already done so in terms of any previous Agreement of the Council, within three months, forward to the secretary of the Council the following particulars:—

- (i) His full name.
- (ii) His business address.
- (iii) The trade or trades which he is carrying on in the Industry.

(b) The particulars required under paragraph (1) (a) of this sub-clause shall also be furnished by all employers entering the Building Industry after the date on which the Agreement comes into operation within one month of commencing operation.

(c) Where the employer is a partnership or a company information in accordance with paragraph (1) (a) of this sub-clause shall be furnished in respect of each partner, director, etc. The title under which the partnership or company is operating shall be furnished.

(2) The secretary of the Council shall maintain a register of all employers referred to in sub-clause (1) hereof.

(3) Every registered employer shall notify the Council by registered post of any change in the particulars furnished on registration within a period of one month of such change.

34. AGENTS.

(1) The Council shall appoint one or more persons as agent or agents to assist in giving effect to the terms of this Agreement. An agent shall have the right to—

- (a) enter, at any time, any premises or place in which operations in the Building Industry is carried on when he has reasonable cause to believe that any person is employed therein;
- (b) examine orally, either alone or in the presence of any other persons he may think fit, every person whom he finds in or about the premises or place and require such persons to answer the questions put to him with respect to matters relating to this Agreement;
- (c) require the production of, inspect, examine and make copies of such books, time-sheets, records and documents as he may deem necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering any premises or place or inspecting or examining any person, book or document, may take with him an interpreter.

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

35. EXHIBITION OF AGREEMENT.

Each employer shall cause a copy of this Agreement, in both official languages, to be exhibited in a conspicuous position easily accessible to all his employees, in every workshop or yard where he carries on business.

Signed at East London on behalf of the Council on this 17th day of March, 1965.

H. ELDRIDGE,
Chairman of the Council.

C. B. HOUGHTON,
Vice-Chairman of the Council.

A. T. HARTLAND,
Secretary of the Council.

No. R.1600.] [20 Oktober 1965.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOUNYWERHEID, OOS-LONDEN.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermentskennisgewing No. R.1599 van 20 Oktober 1965, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R.1601.] [20 Oktober 1965.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OORLOGS-
MAATREËL NO. 43 VAN 1942.

BOUNYWERHEID, OOS-LONDEN.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie *vier* van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Bounywerheid wat by Goewermentskennisgewing No. R.1599 van 20 Oktober 1965 gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R.1600.] [20th October, 1965.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING INDUSTRY, EAST LONDON.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy Minister of Labour, hereby in terms of sub-section (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 Industry, published under Government Notice No. R.1599 of the 20th October, 1965, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Deputy Minister of Labour.

No. R.1601.] [20th October, 1965.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST-OF-LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE NO. 43 OF 1942.

BUILDING INDUSTRY, EAST LONDON.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy Minister of Labour, hereby in terms of sub-regulation (1) of regulation *four* 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 Industry, published under Government Notice No. R.1599 of the 20th October, 1965.

M. VILJOEN,
Deputy Minister of Labour.

Departement van Arbeid.

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