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GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 142.] [28 Januarie 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

BOU- EN MONUMENTKLIPMESSSELNYWERHEID,
TRANSVAAL.

HOOFOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar hierby—

- (a) kragtens artikel *agt-en-veertig* (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;
- (b) kragtens artikel *agt-en-veertig* (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd klousules 1 (1), 2, 23 (3), 24 en 26, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede 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 Nywerhede in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne genoemde straal val; die gebiede binne 'n straal van 10 myl vanaf onderskeidelik die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 in die landdrosdistrik Pretoria geval het); en—

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 142.] [28 January 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL.

MAIN AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour,
hereby—

- (a) in terms of section *forty-eight* (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries shall be binding as from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of section *forty-eight* (1) (b) of the said Act, declare that the provisions of the Agreement, excluding clauses 1 (1) 2, 23 (3), 24 and 26, shall be binding as from the second Monday after the date of publication of this notice and for the period ending one year from the said second 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 Industries in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a radius of 30 miles from the General Post Office, Krugersdorp; the area within a radius of 20 miles from the General Post Office, Vereeniging; the area within a radius of 20 miles from the General Post Office, Pretoria, but excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) which falls within the said radius; the areas within radii of 10 miles from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice No. 551 of the 29th March, 1956, fell within the Magisterial District of Pretoria); and

(c) kragtens artikel *agt-en-veertig* (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd klousules 1 (1), 2, 23 (3), 24 en 26, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne genoemde straal val; die gebiede binne 'n straal van 10 myl vanaf onderskeidelik die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermenskennisgewing No. 551 van 29 Maart 1956 in die landdrosdistrik Pretoria geval het), *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede 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.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSVAAL).

HOOFOOREENKOMS.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa);

wat sy lede in die Monumentklipmesselnywerheid verteenwoordig (hierin die "werkgewers" of die werkgewersorganisasies" genoem), aan die een kant, en die

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

Blanke Bouwerkersvakbond;
Operative Plasterers' Trade Union of South Africa

(hierin die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; en die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, maar uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne genoemde straal val; die gebiede binne 'n straal van 10 myl vanaf die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal), en die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermenskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het), deur—

(a) alle werkgewers in die Bou- en Monumentklipmesselnywerheid, wat lede van die werkgewersorganisasies is en deur die werknemers in genoemde Nywerhede wat lede van die vakverenigings is en vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) alle vakleerlinge slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(c) in terms of section *forty-eight* (3) (a) of the said Act declare that in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a radius of 30 miles from the General Post Office, Krugersdorp; the area within a radius of 20 miles from the General Post Office, Vereeniging; the area within a radius of 20 miles from the General Post Office, Pretoria, but excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) which falls within the said radius; the areas within radii of 10 miles from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively, and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice No. 551 of the 29th March, 1956, fell within the Magisterial District of Pretoria), and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday the provisions of the Agreement, excluding clauses 1 (1), 2, 23 (3), 24 and 26, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL).

MAIN AGREEMENT.

AGREEMENT.

in accordance with the provisions of the Industrial Conciliation Act, 1956 (as amended), made and entered into between the—

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry

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

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

Blanke Bouwerkersvakbond;
Operative Plasterers' Trade Union of South Africa

(hereinafter referred to as "the employees" or "the trade Unions"), of the other part, being parties to the Industrial Council for the Building Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial District of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a thirty mile radius from the General Post Office, Krugersdorp; the area within a twenty mile radius from the General Post Office, Vereeniging; the area within a twenty mile radius from the General Post Office, Pretoria, but excluding that portion of the bantu area Uitvalgrond (J.Q. 4341) which falls within the said radius; the areas within a ten mile radius from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively, and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of twenty miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice No. 551, dated 29th March, 1956, fell within the Magisterial District of Pretoria) by—

(a) all employers in the Building and Monumental Mansony Industries who are members of the employers' organisations and by the employees in the said industries who are members of the trade unions and for whom wages are prescribed in this agreement;

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

(c) kwekelinge ingevolge die bepalings van die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie met die bepalings van daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister vasstel en bly van krag vir 'n tydperk van drie jaar of dié tydperk wat hy kan bepaal.

3. WOORDOMSKRYWINGS.

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

“Wet” die Wet op Nywerheidsversoening, 1956;
 “vakleerling” 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is of geag word geregistreer te wees, en ook 'n minderjarige wat ingevolge daardie Wet op proef werksaam is;
 “vakman” 'n werknemer wat een van of al die volgende werksaamhede verrig:—

Asfaltwerk; water- en dampdigting: Toesig.

Messelwerk: Stene of ander materiaal lê; hoeke in die lood bring; rivoegwerk doen.

Timmerwerk, skrynwark, kantoor-, winkel- en Bank-uitrusting: Uitmerk; afmerk; toebehore inmeekaarsit en vassit; afgewerkte houtwerk saag, skaaf en vassit; komposisiemateriaal en onbewerkte hout inmeekaarsit en vassit.

Rioolaanleg: Pype volgens 'n helling lê.

Vloer lê: Uitmerk; houtvloerplanke saag; materiaal vassit.

Beglasing: Glas of soortgelyke materiaal sny; voorstop-verf aanbring; ruitkraallyste vassit.

Ruite-in-lood maak: Patrone of tekenings op bord afmerk; glas sny; glas met lood beklee; soldeerwerk verrig en binddraad invoeg.

Metaalwerk: Merk en afmerk; masjiene opstel en toesig hou daaroor, behoudens die voorbehoudbepaling dat van geen individuele vakman vereis mag word om oor meer as 3 masjiene toesig te hou nie, of waar die totale getal masjiene nie 'n veelvoud van 3 is nie, oor meer as 5 masjiene; handswais en/of sweissoldering; met die hand boor en/of tapgate maak; finaal vyl en/of aanmeekaarsit; bousmidswerk, metaalrame en metaaltrappe, boumetaalwerk en uitgedrukte metaal vassit.

Verfwerk: Die voorlaaste en laaste dekoratiewe verflae op alle oppervlakke aanbring; muur plak; letterskilderwerk verrig.

Pleister-, afvlak- en granolitiese werk: Voorlopige gidspleisterwerk aanbring; materiaal op ruwe oppervlakke raap; met die hand afwerk nadat lyne getrek is.

Loodgieterswerk: Uitmerk; afmerk; pype en toebehore wat wat aanmeekaarsit is, finaal vassit.

Staalwerk: Toesig hou oor die buig, plasing en in posisie vassit van staal en staalkonstruksie.

Klipwerk, Klipmesselwerk en Monumentwerk: Letters en versierings teken, ontwerp en afmerk; letters met die hand of 'n lughamer sny of graveer; klip of plaasvervangende materiaal met die hand finaal volgens grootte glad skuur en afwerk, maar nie poleer nie; masjiene opstel; klippe of 'n daghabed plaas; uitmerk.

Struiktuurtimmerwerk: Uitmerk; afmerk; suile en balke in die lood bring en waterpas maak; bekisting rig vir betonnering; bekisting aanmeekaarsit.

Beteëling: Teëls of ander materiaal lê; hoeke in die lood bring.

Houtmasjienerwerk: Uitmerk; afmerk; houtwerkmasjiene opstel en toesig hou daaroor, behoudens die voorbehoudbepaling dat van geen individuele vakman vereis mag word om oor meer as 3 masjiene toesig te hou nie, of waar die totale getal masjiene nie 'n volle veelvoud van 3 is nie, oor meer as 5 masjiene.

“Bounywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat uitgevoer word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of by onderverdelings daarvan, maar nie klerklike werknemers en administratiewe personeel nie en ook nie die bedrading van of installering in geboue van elektriese lig-, verwarmings- of ander permanente, vaste toebehorens en die installering, onderhoud of herstel van hysers in geboue nie:—

Asfaltwerk, wat die volgende insluit: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met

(c) trainees in terms of the Training of Artisans' Act, 1951, only to the extent of which they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, and any reference to an Act shall include any amendment of such Act; further unless inconsistent with that context—

“Act” means the Industrial Conciliation Act, 1956;

“apprentice” means an employee serving under a written contract of apprenticeship, registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944, as amended, and includes a minor employed on probation under that Act;

“artisan” means an employee engaged on any or all of the following:—

Asphalting; Water- and Damp Proofing: Supervising.

Bricklaying: Setting bricks or other materials; plumbing angles; tuck pointing.

Carpentry, Joinery, Office, Shop and Bank Fitting: Marking out; setting out; assembly and fixing of fittings; cutting, planning and fixing finished woodwork; assembly and fixing composition materials and rough timbers.

Drainlaying: Laying pipes to falls.

Floorlaying: Marking out; cutting of wooden flooring; fixing materials.

Glazing: Cutting of glass or similar materials; face puttying; fixing glazing beads.

Leadlight Making: Setting out of templates or drawings on boards; cutting of glass; leading of glass, soldering and the insertion of fixing wires.

Metal Work: Marking and setting out; setting up and supervising machines subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines, hand welding and/or brazing; drilling and/or tapping by hand; final filing and/or assembly; the fixing of builders' smith work, metal frames and metal stairs, architectural metal work, and extruded metal.

Painting: Applying penultimate and final decorative coats of paint to all surfaces; paper hanging; signwriting.

Plastering, Screeding and Granolithic: Preparing preliminary ruling screeds; rendering materials to rough surfaces; finishing off by hand after ruling off.

Plumbing: Marking out, setting out; final fixing of assembled piping and fittings.

Steelwork: Supervising bending, placing and fixing in position of steel and steel construction.

Stonework, Masonry and Monumental Work: Drawing, designing, and setting out letters and enrichments; cutting and carving letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines; setting stone on mortar bed; marking out.

Structural Carpentry: Marking out; setting out; plumbing and levelling off columns and beams; lining up of shuttering for concreting; assembling shuttering.

Tiling: Setting tiles or other materials; plumbing angles.

Woodmachining: Marking out; setting out; setting up and supervising woodworking machines, subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines.

“Building Industry” means, without any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sides of the building or structures or elsewhere, and shall include all work executed or carried out by persons therein who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, or the wiring of or installation in buildings of lighting, heating, or or other permanent electrical fixtures or the repair or maintenance of lifts in buildings:—

Asphalting, which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations whether or not with prepared roll

bereide rolle dakbedekking of asfaltplate met geglasuurde of nie-geglasuurde oppervlakke, of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastik of emulsieasfalt of bitumen gebruik word of nie en of dit warm of koud op sodanige dakke, vloere, kelders of fondamente aangebring word;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -plaatblokke of -plate, die betëeling van mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaiekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, riool-aanleg, leiklipwerk, pandekking en sementkalvaatwerk aan erdepyprole;

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

beglasing, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in sponnings wat gevorm is in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehorens, en alle werksaamhede wat daarmee in verband staan;

skrynwerk, wat die aanbring van alle houttoebehorens en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehorens in verband staan, insluit, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie, en dit sluit ook rakkaste, kombuiskaste of ander kombuistoehorens in wat as 'n permanente deel van die gebou aangebring word;

ruitwerk, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehorens wat daarmee in verband staan) en die beglasing wat daarop betrekking het;

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiete of kunsklip of kunsmarmer, plaveiwerk, mosaiekwerk, voegstryking, muur- en vloerbetëeling, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmaak van klipwerkersgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, bousmidswerk, metaalrame en metaaltrappe, boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, beglasing, distemperwerk, afwit- en kalkverfwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en spuitverfwerk, letterskilderwerk en muurversiering, en die gebruik van teer en die produkte daarvan en ook skuurwerk en alle werk ter voorbereiding van die werksaamhede soos voornoem, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleister bordplafonne en vesel- of ander komposisiepleister, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbetëeling en die poleerwerk daaraan, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjien, buigsame sny- en afwerkmasjien, voorafgegiete of kunsklipwerk, muur- en vloerbetëeling, plavei- en mosaiekwerk, metaallatwerk, akoestiespuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gesaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanleg van warm en koue water, brandweerinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat die betrokke artikels vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrusting, wat die vervaardiging en/of aanbring van winkelfronte, vensterafskotings, uitstallaste, toonbankskermes en binnenshuise los en vas toebehorens insluit;

staalwapening en/of staalkonstruksie, wat die aanbring van alle soorte staal- of ander metaalpilare, lêers, staalbalkke, plaatmetaal of metaal in enige vorm wat deel uitmaak van 'n gebou of bouwerk, insluit;

houtwerk, wat die volgende insluit: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerk, masjienwerk, draaiwerk, houtsneewerk, die aanbring van gegolfdde sinkplate, klank- en akoestiekmetaal, kurken asbesisolasie, houtdraaiwerk, komposisieplafonne en muurbetëeling, die boor van gate en die aanbring van

roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semisolid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;

bricklaying, which includes concreting and the fixing of concrete blocks, slabs or plates, tiling of walls and floors, jointing of brick work, pointing paving mosaic work, facing work in slate, in marble and in composition, drainlaying, slating, roof tiling and cement caulking of earthenware drains;

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

glazing, which includes the cutting and/or fixing of all kinds of glass or other like products into rebates formed in wood or metal doors, windows, frames or like fixtures and all operations incidental thereto;

joinery, which includes the fixing of all wooden fittings and the manufacture of all articles of joinery incidental to such fittings whether or not the fixing in the building or structure is done by the person making or preparing the article used, and shall include cupboards, kitchen dressers or other kitchen fixtures, which accrue to the building as a permanent portion thereof;

light making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery other than stone polishing machinery and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

painting, which includes decorating, paper-hanging, glazing, distemping, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and puttying of woodwork;

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

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

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

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

woodworking, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, drilling and plugging of walls, covering of wood-

proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax of dergelike tipe draagbare poleermasjiens, buigsame sny-, afwerk- en poleermasjiens, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat die betrokke artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen 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 hierdie omskrywing wanneer sodanige lêwerk iets bykomstigs is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"verkleekamer" 'n geskikte afdak, kamer of soortgelyke bevredigende akkomodasie met 'n minimum skoon vloerspasie van 72 vierkante voet, wat bestaan uit vier mure en 'n dak en gemaak is van beton, bakstene, hout, yster of 'n kombinasie daarvan, wat skoon gehou word en wat stewig toegesluit kan word om 'n geskikte plek vir die veilige bewaring van werknemers se kleres te verskaf; 'n verkleekamer mag vir geen ander doel as om in te verkleen en om werknemers se kleres veilig te bewaar, gebruik word nie;

"Bydraekaart" die amptelike kaart wat die Raad elke jaar aan elke werknemer in die Nywerheid uitreik en by die toepassing van hierdie Ooreenkoms het "Vakansiefondskaart" dieselfde betekenis;

"Raad" die Nywerheidsraad vir die Bounywerheid (Transvaal), wat geag word geregistreer te wees ingevolge die bepalings van artikel negentien van die Wet op Nywerheidsversoening, 1956;

"noodsaaklike dienste" alle werk wat noodwendig verrig moet word ten einde die gesondheid en veiligheid van die publiek of die beoefening of dryf van enige ander nywerheid, saak of onderneming te verseker;

"Nywerheid" die Bou- en/of Monumentklipmesselnywerheid; "lisensieowerheid" 'n owerheid wat by wet gemagtig is om lisensies ten opsigte van voertuie en/of sleepwaens uit te reik;

"toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, gemaak is van beton, baksteen, hout, yster of 'n kombinasie daarvan, stewig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefsteling voorsien is, en geheel en al so gebou is dat die gereedskap en kleres van werknemers te eniger tyd veilig daarin bewaar kan word;

"Monumentklipmesselnywerheid" die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is om grafstene of ander monumente oor grafte te maak en/of op te rig en of om grafte op te bou;

"werkmans graad I" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

- Buitemurse plaveisel in die vorm van gebreke leiklip, graniet of klip lê en die voë met bry vul;
- 'n skuurmasjiens en poleermasjiens op vloerwerk bedien;
- 'n roterende soliede skyftipemasjiens wat sement of granolitiese vloere afvlak, bedien, wanneer sodanige masjiens gebruik word voordat 'n vakman die vloere verder afwerk;

"werkmans graad II" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

- Aan die hoof staan van ongeskoolde arbeiders wat beton meng en/of kragaangedrewe betonmengers bedien;
- aan die hoof staan van ongeskoolde arbeiders wat beton onder toesig gelykmaak en afvlak;
- lasse in riele onder toesig kalfater;
- 'n stopverfbed aanbring en oorskietstukkies daarvan onder toesig verwyder;
- toesig hou oor die afbreek van bekisting;
- aan die hoof staan van werkers wat steiers onder toesig oprig;
- 'n kragaangedrewe slypmasjiens op metaal bedien of vylwerk met die hand verrig;
- hangsae, klippoleermasjinerie en kompressors vir klipwerk bedien;
- materiaal in houtwerkmasjinerie met invoerrolle onder toesig voer;
- 'n armkraan sonder platform, wat 'n vrag van hoogstens twee kubieke voet materiaal dra, bedien;

"stukwerk" enige werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of geheel en al gebaseer is op die hoeveelheid werk wat verrig of geproduseer is;

"sekretaris" die Sekretaris van die Raad en omvat dit 'n beampte wat deur die Raad benoem is om namens die sekretaris op te tree;

"bouwerk" ook mure, grens-, tuin- en keermure, monumente, grafstene en begraaftaasgedenktekens van alle soorte;

"geskikte slaapplek" 'n waterdige skuiling wat veilig toegesluit kan word, wat 'n houtvloer en die nodige geskikte wasgeriewe het, en uitgerus is met kampbeddens, matras en aparte latrines;

"kwekeling" 'n werknemer wat ingevolge die bepalings van die Wet op Opleiding van Ambagsmanne, No. 38 van 1951, 'n opleidings tydperk uitdien;

work with metal, block and other flooring, including wood, linoleum, rubber composition, asphalt based floor coverings or cork including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used; provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"change room" means any suitable shed, room, or similar satisfactory accommodation with a minimum clear floor space of 72 square feet, constructed of four walls and a roof, composed of concrete, brickwork, wood, iron or any combination thereof, kept clean and which can be securely locked to provide a suitable place for the safe keeping of employees' clothing; a change room shall not be used for any other purpose than for the changing of clothing and the safe keeping of employees' clothing;

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

"Council" means the Industrial Council for the Building Industry (Transvaal), deemed to have been registered in terms of section nineteen of the Industrial Conciliation Act, 1956;

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

"industry" means the Building and/or Monumental Masonry Industries;

"licensing authority" means any authority empowered by law to issue licences in respect of vehicles and/or trailers;

"lock-up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof which can be securely locked, all windows, fanlights and other openings to be properly burglarproofed, the whole to be so constructed to provide a place for the safe keeping of employees' tools and clothes at any time;

"monumental masonry industry" means the industry in which employers and employees are associated for the purpose of making and/or erecting tombstones or other monuments over graves and/or building up of graves;

"operative grade I" means an employee engaged on any or all of the following:—

- Laying of outdoor paving in broken slate, granite or stone and grouting in joints;
- operating a sandpapering and spinning machine on flooring;
- operating a rotating solid disc-type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing by an artisan.

"operative grade II" means an employee engaged on any or all of the following:—

- Employee in charge of unskilled labourers mixing concrete and/or operating power driven mixers;
- employee in charge of unskilled labourers levelling and screeding concrete under supervision;
- caulking of joints in drains under supervision;
- the application of back putty and cleaning off excess tags thereto under supervision;
- employee in charge of stripping of shuttering;
- employee in charge of scaffold erecting under supervision;
- operating a power driven grinding machine on metal or filing by hand;
- operating swing saws, stone polishing machinery and compressors for stone work;
- feeding material to roller fed woodworking machines under supervision;
- operating a jib hoist without a platform, carrying a load of not more than two cubic feet of material;

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

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

"structure" includes walls, boundary garden and retaining walls, monuments, grave stones and cemetery memorials of all types;

"suitable sleeping accommodation" means a waterproof shelter, capable of being securely locked with a wooden floor and the necessary suitable washing facilities, stretchers, mattress and separate lavatory accommodation;

"trainee" means an employee serving a period of training in terms of the provisions of the Training of Artisans Act, No. 38 of 1951;

"onbelaste gewig" die gewig van 'n voertuig en/of sleepwa soos gemeld in 'n lisensie of sertifikaat wat 'n lisensie-owerheid ten opsigte van sodanige voertuig of sleepwa uitgereik het;
 "ongeskoolde arbeider" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:—

Ambagsmanne help deur draadholtes op te vul voordat houtoppervlakke met doek opgeveurf word;
 ambagsmanne help om lym aan tappe of houtoppervlakke te smeer voordat dit vasgeklemd of geperst word;
 ambagsmanne help om staalstutte in posisie te plaas, dit aan drabralke vas te maak en op die regte hoogte te stel;
 hangsaac onder toesig bedien, help om klippe reg te plaas en saaglemme in te sit met die doel om hangsaac en poleermasjinerie te bedien en/of met slypsteenmasjinerie te werk;
 vloerpolitoer aanbring;
 saksmeerwerk aan mure en plafonne verrig;
 afval- of ou metaal met die hand of deur middel van 'n masjien baal;
 staalwapeningsmateriaal bind of vasbind met draad en sodanige materiaal onder toesig sny, buig en monteer, oprig en vasmaak;
 dagha, stene, klip, beton of ander materiaal dra;
 tapgate skoonmaak;
 glas skoonmaak nadat ruite ingesit is;
 voltooië rame skoonmaak voordat stopverf aangebring word;
 vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak;
 klaat of ander harde soorte hout skoonmaak deur oplosmiddels en staalwol te gebruik;
 staalvensters of -deurkosyne onder toesig koppel;
 pype en staalstawe, uitgesonderd dié van koper, onder toesig met die hand sny, vasskroef, buig en skroefdraad daarin sny;
 steierpale of stutte met 'n treksaag afsaag;
 voglae sny en in posisie plaas;
 in- en uittandings inkap vir steenverbandwerk;
 hoepels sny, buig en gate daarin maak;
 afvalmetaal met die hand in stukke sny;
 stene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;
 dakpanne met 'n handteelmassien sny;
 klip of grond uitgrawe of uithaal vir fondamente, slote, riole en kanale;
 materiaal van alle houtwerkmasjiene afneem;
 metaal met 'n kragaaangedrewe of handmasjien onder toesig boor of pons;
 hystoestelle onder toesig oprig;
 uitgrawings in grond, sagte en harde rots maak en 'n klopboor gebruik en die uitgegrawe klip en grond verwyder;
 gate en duike in die voorvlak van afgewerkte artikels opvul met 'n sementmengsel en die voorvlak afvryf met 'n stuk sak;
 voë tussen steenwerk en betonbalke onder toesig opvul;
 voë opvul en alle muurteëls skoonmaak, uitgesonderd voegstryk en voegvulwerk;
 vorms met 'n voorwerkmengsel en betonmengsel vul deur 'n skopgraaf te gebruik;
 hoepelyster, staal- of draadverstyings aanbring om bekisting te versterk;
 asfaltplate aan die kante van staal- en houtrame aanbring;
 kloue onder toesig aan staalvensters en -deurkosyne aanbring;
 sand, klip en sement afmeet;
 groottes van muur- en vloerteëls meet;
 voë met bry vul en die agterkant van klipwerk opvul nadat dit aangebring is;
 voë in stene en teëlvloere met bry vul en skoonmaak;
 bekisting ophys en in posisie plaas maar nie vassit nie;
 staal ophys en onder toesig in posisie plaas;
 stopverf knie totdat dit die regte stewigheid het;
 beton lê en gelykmaak, 'n betontriller bedien en onder toesig help met afvlakwerk;
 los teëls op oppervlakke lê sonder om dit vas te sit, mits geen gereedskap gebruik word nie;
 geboue en latrines wat deur Bantoes geokkupeer en gebruik word en ruwe timmerwerk soos balke en die onderkant van vloere afwit en teer of dergelike produkte in verband daarmee gebruik, met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 dae nadat 'n gebou voltooi is, uit hierdie omskrywing uitgesluit word;
 materiaal en goedere op- en aflaai;
 mastikasfalt en potte meng, gemengde materiaal dra na aanbringplek en mastik wat gelê is, onder toesig opvryf totdat dit koud is, vure in stand hou en skoonmaakwerk verrig;
 asfaltmacadam meng, materiaal op aanbringplek aflaai en plaas, rolwerk met handrollers verrig;
 beton onder toesig met die hand of deur middel van 'n masjien meng;
 masjinerie olie en ghries wanneer dit nie aan die gang is nie;
 asfalt- en/of ander komposisieplate en -dakke met bitumineuse aluminiumverf onder toesig verf of spuit;
 grondlae van bitumastiek of waterdigtingsoplossing op oppervlakke aanbring;

"unladen weight" means the weight of any vehicle and/or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;
 "unskilled labourer" means an employee engaged on any or all of the following:—

Assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;
 assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;
 assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;
 attending swing saws under supervision, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;
 applying of floor polish;
 bagging down walls and ceilings;
 baling waste or scrap metal by hand or machine;
 binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;
 carrying mortar, bricks, stone, concrete or other materials;
 cleaning mortices;
 cleaning of glass after glazing;
 cleaning completed frames in preparation for putting;
 cleaning of moulds, work benches, yard premises, tools, etc.;
 cleaning down of teak or other hard woods by using solvents and steel wools;
 coupling steel windows and door frames under supervision;
 cutting, screwing, bending and threading of piping and steel rods by hand under supervision, excluding copper;
 cutting scaffold poles or props by two-handed saw;
 cutting dampcourse and placing in position;
 cutting of toothings and indents for bonding brickwork;
 cutting hoop iron, bending and holing;
 cutting up scrap metal by hand;
 cutting, drilling, chasing and plugging in brick and concrete;
 cutting of roofing tiles with tile hand-cutting machine;
 digging or taking out stone or soil for foundations, trenches, drains and channels;
 drawing off material from all woodworking machines;
 drilling or punching metal by power or hand machines under supervision;
 erecting hoists under supervision;
 excavating in ground, soft and hard rock and using a jack hammer and removing excavated stone and soil;
 filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;
 filling in joints between joint of brick and concrete beam under supervision;
 filling in joints and cleaning off all wall tiles excluding jointing and pointing;
 filling of moulds with a facing mixture and concrete mixture, using a shovel;
 fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
 fixing asphalt sheeting to sides of steel and wood frames;
 fixing lugs to steel windows and door frames under supervision;
 gauging sand, stone and cement;
 gauging sizes of wall and floor tiles;
 grouting in joints and filling backs of stone work after fixing;
 grouting of joints in bricks and tile floors and cleaning off; hoisting shuttering and placing in position but not fixing;
 hoisting of steel and laying into position under supervision;
 kneading of putty to correct consistency;
 laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding under supervision;
 laying loose tiles on surfaces without bedding, provided no tools are used;
 lime washing and the use of tar or similar products on buildings occupied and latrines used by natives and rough timber such as joists and underside of floors, provided, however, that lime washing in connection with buildings and/or latrines during their erection or within 60 days of the completion of any building shall be excluded from this definition;
 loading and unloading materials and goods;
 mixing mastic asphalt and pots, carrying mixed material to site of laying and rubbing up laid mastic until cold under supervision, attending to fires and cleaning up;
 mixing asphalt macadam, dumping and placing material at laying site, rolling with hand-rollers;
 mixing concrete by hand or machine, under supervision;
 oiling and greasing machinery when not in operation;
 painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paint under supervision;
 priming of surfaces with bitumastic or water-proofing solutions;

dakke gereedmaak vir verfwerk, met inbegrip van skraap- en draadborselwerk;
 voë en agterkante van klipwerk met waterdigtingsmengsels verf;
 alle bouersuïtrusting met preserveermiddels verf;
 roes en ketelsteen verwyder van yster- of staaloppervlakke, mits geen chemikalieë gebruik word nie;
 verf en geskilferde verf verwyder van geute, rioolpype of ander oppervlakke, met dien verstande dat, wanneer 'n blaaslamp of verplossmiddel gebruik word, die werk onder toesig verrig moet word;
 pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit geverf word;
 die witkalk afskraap en afvryf van oppervlakke wat voorheen afgewit is, maar sonder om herstelwerk aan die oppervlakke te verrig;
 mure of ander oppervlakke afskraap of afwas met die doel om dit te verf, met dien verstande dat geen gereedskap wat gewoonlik deur skilders gebruik word, gebruik word nie of dat geen ambagswerk deur 'n ongeskoolde arbeider verrig word nie;
 nuwe gegalvaniseerde oppervlakke afwas voordat dit geverf word en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verplossmiddel gebruik word;
 skuurmiddels van alle soorte, met inbegrip van vryfmiddels, op voorbereidingswerk wat in verband met verf- en spuitverf verrig word, met inbegrip daarvan dat skuurpapier wat nie van 'n fyner graad as Oakey se No. 2-sterkte of die ekwivalent daarvan is nie, vir enigeen van hierdie skoonmaakprosesse gebruik mag word, maar geen ander borsels as skropborsels of draadborsels mag gebruik word nie;
 voë tussen stene uitkrap en oppervlakke gereedmaak vir pleisterwerk;
 vlekke en sement van klip-, kunsclip-, leiklip-, terra-cotta- of dergelike oppervlakke met karborundumblokke of vryfmasjiene verwyder;
 afgewerkte voorvlakke van produkte met die hand afskraap deur 'n staalraadborsel en 'n skropborsel te gebruik;
 materiaal met 'n skopgraaf in dagha- of betonmengmasjiene invoer of dit daaruit haal, sand sif en dagha of beton meng deur skopgrawe te gebruik;
 nate van vorms onder toesig met die hand of met behulp van 'n stukkie blik met gips toestop;
 bekisting onder toesig afbreek;
 vorms opstel en omhulsels en bekisting afbreek;
 die vulsel in vorms vasstamp sonder om die troffels van pleisteraars te gebruik;
 timmerhout onder toesig met preserveermiddels behandel;
 dakteëls met draad vasbind;
 steen- en betonwerk met skropborsels afwas en gebruikte stene skoonmaak;
 houtstukke onder toesig opkeil;
 met klopboor werk of hamers en ponse gebruik vir die split van klip of die boor van tapgate;
 ambagsmanne of werkers van 'n hoër graad bystaan, wanneer nodig, sonder om geskoolde arbeid of werk wat as dié van 'n werkmans graad I of 'n werkmans graad II omskryf word, te verrig;

"bewys" die amptelike bewys wat die Raad uitreik, en by die toepassing van hierdie Ooreenkoms het "bewys" en "seël" dieselfde betekenis;

"loon" daardie gedeelte van die besoldiging wat in die vorm van geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos in klousule 10 voorgeskryf; met dien verstande dat as 'n werkgewer 'n werknemer gereeld ten opsigte van sodanige werkure 'n hoër bedrag betaal as dié wat in klousule 4 voorgeskryf word, dit sodanige hoër bedrag beteken;

"natweerskuiling" 'n skuiling wat van waterdigte materiaal gebou is en wel op sodanige manier dat die okkupeerders daarvan onder alle omstandighede droog gehou word en dit gerieflik sal hê;

"werkende werkgewer of vennoot" 'n werkgewer of 'n vennoot in 'n vennootskap wat self werk doen wat in die omskrywing van die Nywerheid ingesluit is;

"werkdag" enige ander dag as Saterdag, Sondag, Goëe Vrydag, Paasmaandag, Hemelvaartdag, Gelofte dag, Kersdag, Nuwejaarsdag en in elke vyfde jaar, met ingang van 1966, Republiekdag, en die jaarlikse vakansie in klousule 25 van hierdie Ooreenkoms voorgeskryf, ten opsigte van die gewone werkure in klousule 10 voorgeskryf.

4. LONE.

(1) Behoudens die ander bepalinge van hierdie klousule, mag geen lone wat laer as die volgende is, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

(a) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens geheg aan of getrek deur sodanige voertuig—

2,000 lb. en minder is: 36½ sent per uur;

6,000 lb. of minder maar meer as 2,000 lb. is: 41 sent per uur;

7,700 lb. of minder maar meer as 6,000 lb. is: 44 sent per uur;

meer as 7,700 lb. is: 56 sent per uur.

(b) Behoudens die bepalinge van subklousule (2) (a)—werkmans graad I: 41 sent per uur.

preparing roofs, including scraping and wire-brushing prior to painting;
 painting of joints and backs of stone with water-proofing compound;
 preservative painting of all builders' plant;
 removing rust and scale from iron or steel surfaces, provided no chemicals are used;
 removing loose and flaking paint from gutters, drainpipes, or other surfaces, provided that when a blow lamp or paint solvent is being used the work shall be performed under supervision;
 removing plaster from steel or wood surfaces in new buildings prior to painting;
 scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;
 scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used or artisan's work is done by an unskilled labourer;
 washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used;
 use of abrasives of all kinds by hand including rubbing compounds on preparatory work in painting and spraying, including sandpaper of a grade not finer than Oakey's No. 2 strong, or equivalent may be used for any of these cleaning processes, but no brushes other than scrubbing brushes or wire brushes may be used;
 racking out of brick joints and preparation of surfaces for plastering;
 removing stains and cement on stone, artificial stone, slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;
 scraping down finished faces of products using a wire steel brush and scrubbing brush by hand;
 shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar of concrete by hand with shovels;
 stopping of joints of moulds with plaster of paris by hand or with the use of a piece of tin, under supervision;
 stripping shuttering under supervision;
 setting up of moulds, and stripping of casings and castings;
 tamping of the filling in moulds excluding the use of plasterers' trowels;
 treating timber with preservative under supervision;
 tying of roof tiles with wire;
 washing down brick and concrete with scrubbing brushes and cleaning used bricks;
 wedging up wood props under supervision;
 working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;
 assisting artisans or higher graded workers wherever necessary, but not to perform skilled work, or work defined as that of operative grade I or operative grade II.

"Voucher" means the official voucher issued by the Council, and "voucher" and "stamp" shall have the same meaning for the purpose of this Agreement;

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

"wet weather shelter" means a shelter constructed of weatherproof materials in such manner, that the occupants will be kept dry and comfortable in any circumstances;

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

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day and in every fifth year commencing 1966, Republic Day, and the annual holiday prescribed in Clause 25 of this Agreement, in respect of the ordinary hours of work laid down in Clause 10.

4. WAGES.

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

(a) Driver of a mechanical vehicle, the unladen weight of which together with unladen weight of any trailer or trailers, attached to or drawn by such vehicle is—

up to and including 2,000 lb.: 36½ cents per hour

over 2,000 lb. up to and including 6,000 lb.: 41 cents per hour

over 6,000 lb. up to and including 7,700 lb.: 44 cents per hour

over 7,700 lb.: 56 cents per hour.

(b) Subject to the provisions of sub-clause (2) (a)—operative grade I: 41 cents per hour.

- (c) Bediener van 'n kragaaangedrewe hyskraan: 55 sent per uur.
 (d) Behoudens die bepalinge van subklousule (2) (b)—
 ambagsmanne: 90 sent per uur.
 (d) Werknemers in alle ander ambagte en beroepe, nie elders vermeld nie, uitgesonderd vakleerlinge, kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, hys-toestelbedieners, werkmans graad II, ongeskoolde arbeiders en werknemers wat persele patroleer en eiendom bewaak, 'n loon wat tussen 21 sent en 54 sent per uur val soos die Raad van tyd tot tyd bepaal.

(2) Die lone voorgeskryf in subklousule (1) (b) en (1) (d) hiervan, is onderworpe aan onderstaande jaarlikse aanpassings op die eerste betaaldag na publikasie van die *Staatskoerant* in Desember elke jaar waarin die verandering in die indeks-syfer aangegee word; die "indeks-syfer" beteken die gemiddelde verbruikersprysindeks-syfer vir die Witwatersrand en Pretoria wat betrekking het op alle items en soos deur die Direkteur van Sensus en Statistiek in die *Staatskoerant* gepubliseer ten opsigte van elke gebied, vergeleke met die toestand in die betrokke gebied in Oktober 1958:—

(a) Werkman graad I—

- (i) die aanpassing geskied teen $\frac{1}{2}$ sent per uur vir elke kerf van 1.93 punte waarmee die verbruikersprysindeks-syfer styg of daal, op dié grondslag dat 103.45 punte gelyk is aan 39 sent per uur;
 (ii) vir die toepassing van hierdie subklousule, beteken "kerf" elke voltooide stadium van 1.93 punte waarmee die indeks-syfer hoër of laer styg of daal as 103.45, d.w.s. styg tot 105.38, 107.31, 109.24, ens., en daal tot 101.52, 99.59, 97.66, ens.

(b) Ambagsmanne—

- (i) die aanpassing is een sent per uur vir elke kerf van 1.31 punte waarmee die verbruikersprysindeks-syfer styg of daal, op dié grondslag dat 103.45 punte gelyk is aan 81 sent per uur;
 (ii) vir die toepassing van hierdie subklousule, beteken "kerf" elke voltooide stadium van 1.31 punte waarmee die indeks-syfer hoër of laer styg of daal as 103.45, d.w.s. styg tot 104.76, 106.07, 107.38, ens., en daal tot 102.14, 100.83, 99.52, ens.

(3) *Differensiële lone.*—'n Werknemer wat op enige dag twee of meer klasse werk verrig waarvoor verskillende lone in subklousule (1) hierbo of in enige ander Ooreenkoms wat deur die Raad geadmistreer word, voorgeskryf word, moet vir alle ure op daardie dag gewerk, teen die hoër loon besoldig word; met dien verstande dat, as 'n werknemer wat gewoonlik die werk van 'n werknemer graad II of ongeskoolde arbeider verrig, die werk verrig van 'n—

(a) bestuurder van 'n meganiese voertuig, sodanige werknemer slegs ten opsigte van die tyd wat werklik deur die bestuur van 'n meganiese voertuig in belag geneem is, teen die hoër loon besoldig moet word, maar as sodanige werknemer die werk van 'n bestuurder van 'n meganiese voertuig vir meer as drie uur op 'n bepaalde dag verrig, moet hy vir die hele sodanige dag teen die hoër loon besoldig word; voorts met dien verstande dat daar nie van 'n werknemer vereis mag word om die werk van 'n bestuurder van 'n meganiese voertuig in verband met die verskaffing van vervoer deur die werkgewer ooreenkomstig klousule 8 en 9 te verrig nie tensy sodanige werknemer uitsluitlik of hoofsaaklik as 'n bestuurder van 'n meganiese voertuig in diens geneem is;

(b) werkmans graad I, sodanige werknemer teen die hoër loon besoldig moet word slegs ten opsigte van die tyd wat werklik deur die verrigting van die werk van 'n werkmans graad I in beslag geneem is, maar as sodanige werknemer die werk van 'n werkmans graad I vir meer as drie uur op 'n bepaalde dag verrig, moet hy vir die hele sodanige dag teen die hoër loon besoldig word.

(4) *Tydlike ontslag van werknemers.*—'n Werkgewer moet aan enigeen van sy werknemers wat hy tydelik ontslaan het weens 'n tekort aan materiaal, 'n bedrag betaal wat gelyk is aan die loon en toelae wat sodanige werknemer sou ontvang het as hy al die gewone werke gedurende sodanige tydperk van tydelike ontslag gewerk het; met dien verstande dat die bepalinge van hierdie subklousule nie van toepassing is nie op werknemers wat tydelik ontslaan is as gevolg van gure weerstoestande of in gevalle waar die vooruitgang van werk onderbreek is deur natuurkragte, of oormag, brand, oproer, burgerlike onluste, staking, ontploffing en/of soortgelyke noodgeval.

(5) *Gevaarlike werk.*—Vir alle werk van 'n gevaarlike aard moet hoër lone betaal word as die minimum wat voorgeskryf word, en die bedrag van sodanige hoër loon word vasgestel by onderlinge ooreenkoms tussen die individuele werkgewer en werknemer. Alle geskilpunte oor die vraag of die betrokke werk van 'n gevaarlike aard is al dan nie of oor die bedrag wat betaal moet word, word deur die Raad beslis.

(6) *Lewenskostoelae.*—Die lone voorgeskryf in subklousule (1) en (2) hiervan, sluit die lewenskostoelae in soos voorgeskryf in Oorlogsmaatreef No. 43 van 1942, soos gewysig. Indien die lewenskostoelae wat ooreenkomstig die bepalinge van Oorlogsmaatreef No. 43 van 1942, soos gewysig, of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, betaalbaar is, verhoog word, moet die besoldiging wat hierin voorgeskryf word, dienoreenkomstig verhoog word; met dien verstande dat die lewenskostoelae wat betaalbaar is op

(c) Operator of a power-driven crane: 55 cents per hour.

(d) Subject to the provisions of sub-clause (2) (b)—Artisans: 90 cents per hour.

(e) Employees in all other trades or occupations, not elsewhere specified, excluding apprentices, trainees under the Training of Artisans' Act, 1951, operators of hoists, operative grade II, unskilled labourers and employees engaged on patrolling premises and guarding property, a wage falling between 21 cents and 54 cents per hour as determined by the Council from time to time.

(2) The wages prescribed in sub-clause (1) (b) and (1) (d) hereof shall be subject to the following annual adjustments on the first pay day after publication of the *Government Gazette* in December each year reflecting the change in the index figure; the "index figure" means the average consumer price index figure for the Witwatersrand and Pretoria 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:—

(a) Operative Grade I—

- (i) the adjustment shall be at the rate of $\frac{1}{2}$ cent per hour increased or decreased, for each notch of 1.93 points traversed by the consumer price index figures on the basis that 103.45 points equals 39 cents per hour;
 (ii) for the purpose of this sub-clause a "notch" means each completed stage of 1.93 points variation in the index figure upwards or downwards from 103.45, viz., upwards 105.38, 107.31, 109.24, etc., and downwards, 101.52, 99.59, 97.66, etc.

(b) Artisans—

- (i) The adjustment shall be at the rate of one cent per hour increased or decreased for each notch of 1.31 traversed by the consumer price index figure on the basis that 103.45 points equals 81 cents per hour;
 (ii) for the purpose of this sub-clause a "notch" means each completed stage of 1.31 points variation in the index figure upwards or downwards from 103.45, viz., upwards 104.76, 106.07, 107.38 etc., and downwards, 102.14, 100.83, 99.52, etc.

(3) *Differential Rates.*—An employee who on any day performs two or more classes of work for which different rates of wages are prescribed in sub-clause (1) above, or in any other Agreement administered by the Council, shall be paid at the higher rate for all hours worked on that day; provided that, if an employee who normally performs the work of an operative grade II or unskilled labourer performs the work of a—

(a) driver of a mechanical vehicle, such employee shall be paid at the higher rates only in respect of time actually occupied in driving a mechanical vehicle, except that if such employee performs the work of a driver of a mechanical vehicle for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day: Provided, further that an employee shall not be required to perform the work of a driver of a mechanical vehicle in connection with the provisions of transport by the employer in terms of clauses 8 and 9 unless such employee is wholly or mainly engaged as a driver of a mechanical vehicle;

(b) operatives grade I, such employee shall be paid at the higher rates only in respect of time actually occupied in performing the duties of an operative grade I, except that if such employee performs the work of an operative grade I for more than three hours in any one day, he shall be paid at the higher rate for the whole of such day.

(4) *Suspension of Employees.*—An employer shall pay to any of his employees who he has temporarily suspended from work an amount equivalent to the wages and allowances which any such employee would have received had he worked all the ordinary hours of work which occurred during such period of suspension, provided that the provisions of this sub-clause shall not apply to employees suspended from work owing to inclement weather or where the progress of work has been interrupted by an act of God, or *vis major*, fire, riot civil commotion, stroke, explosion and/or similar emergency.

(5) *Dangerous Work.*—On all jobs of a dangerous nature, wages in excess of the minimum prescribed shall be paid, the amount to be mutually agreed upon between individual employers and employees. Any dispute as to whether the work involved is of a dangerous nature or as to the amount to be paid, shall be determined by the Council.

(6) *Cost of Living Allowance.*—The wages prescribed in sub-clauses (1) and (2) hereof shall include 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 allowances payable at the date of expiration of the Agreement published under

die vervaldatum van die ooreenkoms wat by Goewerments-kennissgewing No. 202 van 6 Februarie 1959, soos gewysig, gepubliseer is en ook die totaal van alle aanpassings wat ingevolge subklousule (2) hiervan gemaak is, vir die toepassing van genoemde Oorlogsmaatreël of enige plaasvervangende wetgewing of wetgewing wat in die plek daarvan gestel word, nog as lewenskostetoelaes getel moet word by die bepaling van die betrokke aanpassings; met die verstande dat in die geval van werknemers in klousule 4 (1) (e) die bedrag wat as lewenskoste in aanmerking geneem moet word, by die bepaling van die betrokke toename een vyfde is van die loon wat die Raad bepaal.

(7) *Gereedskaptolaes.*—'n Werkgewer moet aan 'n werknemer—en vir die toepassing van hierdie subklousule word vakleerlinge in hul vierde en vyfde jaar ook insluit—

- (a) van wie vereis word om die werk van 'n bankwerker in die maak- of vervaardigingsproses van skrynwerkstukke en/of winkel-, kantoor- en banktoebehorens te verrig; of
- (b) wat geskaafde houtwerktoebehorens aanbring op die terrein van 'n gebou of bouwerk, uitgesonderd die aanbring van vloere, plafonne en dakke,

'n toelae van 1½ sent per uur betaal vir elke uur of gedeelte van 'n uur waarin hy aldus werksaam was. Die toelae wat ingevolge hierdie subklousule betaalbaar is, word weekliks betaal.

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

5. STUKWERK.

(1) Die uitbesteding, deur werkgewers, of die verrigting, deur werknemers, van werk op 'n stukwerkgrondslag of enige stelsel van betaling vir werk waarby die verdienste van 'n werknemer geheel en al of gedeeltelik gegrond of bereken word op die hoeveelheid of omvang van die werk wat verrig is, word verbied. Die bepaling van hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid materiaal of uitrusting wat nodig is, mag verskaf.

(2) Ondanks die bepaling van subklousule (1) en behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens klousules 4, 8, 9 en 11 of kragtens enige ander ooreenkoms wat deur die partye aangegaan is, geregtig sou gewees het, mag 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid werk wat verrig of geproduseer is; met dien verstande dat sodanige stelsel van besoldiging nie toelaatbaar is nie uitgesonderd in die vorm van 'n aansporingskema waarvoor daar ooreengekom is soos in subklousule (3) en (4) hieronder bepaal; en voorts met dien verstande dat vakleerlinge nie toegelaat word om aan sodanige aansporingskema deel te neem nie.

(3) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat oor die bepaling van sodanige skema mag ooreenkom.

(4) Die bepaling van sodanige aansporingskema en alle latere wysigings daarvan waarvoor die komitee mag ooreengekom het, moet op skrif gestel en onderteken word deur die lede van die komitee, en dit mag nie deur die komitee verander of deur enigeen van die partye beëindig word nie tensy die party wat die skema wil verander of beëindig, 'n skriftelik aan die ander party kennis gegee het vir dié tydperk waarvoor die partye mag ooreenkom wanneer hulle so 'n ooreenkoms aangaan.

6. KONTRAK VIR SLEGS ARBEID.

Geen werkgewer mag werk op 'n kontrakgrondslag van "slegs arbeid" uitbestee nie. Geen werknemer mag werk op sodanige grondslag verrig en aanneem nie.

7. BETALING VAN LONE, TOELAE EN OORTYDVERDIENSTE.

(1) Lone, oortydverdiens, toelaes en alle ander besoldiging wat verskuldig is, moet weekliks voor of op die sluitingstyd op Vrydag of by diensbeëindiging indien dit voor die gewone betaaldag van die werknemer plaasvind, in kontant betaal word.

Betaling kan egter voor Vrydag geskied as die werkgewer en die werknemer so ooreenkom en mits die werkgewer die Raad daarvan in kennis stel. Wanneer 'n Vrydag 'n vakansiedag in die Nywerheid is, moet betaling op die vorige Donderdag geskied. Indien daar by diensbeëindiging nie aan die bepaling van hierdie subklousule voldoen word nie, moet 'n werkgewer aan sodanige werknemer alle lone, toelaes en ander besoldiging tot en met die uur van sodanige besoldiging betaal ten opsigte van elke werkuur of gedeelte van 'n werkuur vanaf die tyd van diensbeëindiging tot die tyd van finale besoldiging.

(2) Elke werkgewer moet lone, oortydbesoldiging en toelaes en alle ander besoldiging wat aan werknemers betaalbaar is, betaal in verseëelde koeferte waarop die naam en adres van die werkgewer, die naam van die werknemer en die datum waarop die week geëindig het, gemeld moet word, saam met 'n staat, of op die voorkant van die koefert of op 'n aparte staat in die koefert, wat meld hoe die bruto besoldiging bereken is, watter bedrae daarvan afgetrek is en die netto besoldiging wat in die koefert is.

(3) Behoudens die bepaling van klousule 21 of die bepaling van 'n ander ooreenkoms wat deur en tussen die partye aangegaan is, mag geen ander bedrag as dié wat 'n werkgewer ingevolge

Government Notice No. 202 of 6th February, 1959, as amended, as well as the total of any adjustments made in terms of sub-clause (2) hereof, shall for the purpose of the said War Measure or any substituting or superseding legislation, continue to count as cost of living allowances in the determination of the relevant adjustments, provided that in the case of employees under clause 4 (1) (e) the amount to be taken into account as cost of living in the determination of the relevant increase shall be one-fifth of the wage determined by the Council.

(7) *Tool Allowances.*—An employer shall pay an employee who, for the purpose of this sub-clause, shall include 4th and 5th year apprentices, who—

- (a) is required to do the work of a bench-hand in the process of making or manufacturing any items of joinery and/or shop, office and bank fittings; or
- (b) is engaged in the fixing of wrought woodwork fittings on the site of a building or structure, excluding the fixing of floors, ceilings and roofs;

an allowance of 1½ cents per hour for each hour or part of an hour during which he is so employed. The allowance payable in terms of this sub-clause shall be paid weekly.

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

5. PIECE-WORK.

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

(2) Notwithstanding the provisions of sub-clause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 8, 9 and 11, or any other Agreement entered into between the parties, an employer may base an employee's remuneration on the quantity or output of work done, provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in sub-clauses (3) and (4) hereunder. Provided further that apprentices shall not be allowed to participate in such incentive schemes.

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

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

6. LABOUR ONLY CONTRACT.

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

7. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME.

(1) Wages, earnings for overtime, allowances and all other remunerations due shall be paid in cash weekly not later than finishing time on Friday or on termination of employment if this takes place before the ordinary pay day of the employee.

Payment may, however, be made on days prior to Friday if agreed to by employer and employee provided the employer notifies the Council. When a Friday is a holiday in the Industry, payment shall be made on the Thursday preceding. In the case of non-compliance with this sub-clause, on termination of employment, an employer shall pay such an employee all wages, allowances and other remuneration right up to the time such payment is made in respect of every working hour or part of working hour from the time of termination of employment till the time of final payment.

(2) Every employer shall pay wages, remuneration for overtime, allowances and all other remuneration payable to employees in sealed envelopes, endorsed with the name and address of the employer, the name of the employee, the date on which the week ended together with a statement, either specified on the face of the envelope or on a separate statement enclosed in the envelope, stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom, and the nett remuneration contained in the envelope.

(3) Subject to the provisions of clause 21 or any other agreement entered into between the parties, no deductions of any kind shall be made from amounts due to an employee in respect of

of kragtens 'n wet of 'n bevel van 'n bevoegde hof moet of mag aftrek, van die bedrae wat aan 'n werknemer verskuldig is ten opsigte van lone, oortydverdienste en/of enige ander vorm van besoldiging, afgetrek word nie.

8. STAPTYD EN VERVOER.

(1) Wanneer daar gewerk word op 'n plek geleë binne 'n gebied waarop hierdie Ooreenkoms van toepassing is en nie binne 'n straal van drie myl nie maar wel binne 'n straal van agt myl vanaf die vernaamste poskantoor van die dorp waarin die hoofkantoor van die werkgewer geleë is nie, moet genoemde werkgewer aan 'n werknemer wat sodanige werk verrig, 'n toelae betaal van vier sent vir elke half myl of gedeelte van 'n half myl van die afstand anderkant sodanige straal van drie myl. Die toelae is daaglikse vir albei rigtings betaalbaar; met dien verstande dat, in die geval van 'n werkgewer wat werk onderneem in 'n dorp wat nie voor die begin van sodanige werk die setel van sy onderneming was nie, die terrein van sodanige werk vir die duur daarvan geag word sy hoofkantoor te wees met betrekking tot enige werknemer wat in sodanige dorp in diens geneem word.

(2) 'n Werkgewer is daartoe geregtig om, in plaas van voornoemde bedrag, geskikte vervoermiddels in albei rigtings te verskaf of om vir vervoer te betaal ten opsigte van genoemde afstand soos beskryf in subklousule (1) van hierdie klousule. Sodanige vervoermiddels moet toegerus wees met waterdigte bedekking om voldoende beskerming teen gure weer aan werknemers te verskaf, met sitplekke van geskaafde hout, en met op- en afklimeriewe en is onderworpe aan die goedkeuring van die Raad.

(3) Alle tyd wat 'n werknemer gebruik om na sy werk toe en terug te gaan, val buite die gewone werkure soos voorgeskryf in klousule 10.

(4) 'n Werkgewer moet die staptyd- en/of vervoertoeleae weekliks betaal aan 'n werknemer wat daarop geregtig is.

9. PLATTELANDSE WERK.

Behoudens die bepalings van subklousule (4), moet 'n werkgewer ondergenoemde vervoer- en/of slaapplektoeleae betaal aan 'n werknemer wat hy van sy gewone dorp of woonplek af wegstuur na 'n werk binne die gebied waarop hierdie Ooreenkoms van toepassing is maar buite 'n straal van agt myl vanaf die hoofposkantoor van die dorp wat die setel van die werkgewer se onderneming was voordat daar met die werk begin is:—

(1) Waar die werknemer redelikerwys daartoe in staat is om elke dag na sy huis terug te keer en dit wel doen, die koste van 'n daaglikse spoorwegreitoerkaartjie, tweede klas, of die daaglikse busgeld heen weer. Daar word slegs betaal vir die tyd werklik aan die werk bestee.

(2) Waar die werknemer nie redelikerwys daartoe in staat is om daaglik na sy huis terug te keer nie—

(a) die koste van 'n spoorwegreitoerkaartjie, tweede klas, na en van die werkplek onderskeidelik aan die begin en die beëindiging van sodanige werk; vir die tyd wat gedurende die gewone werkure deur 'n reis in beslag geneem word, moet daar betaal word teen die uurloon van die betrokke werknemer soos voorgeskryf in klousule 4, en vir reistyd buite die gewone werkure moet daar betaal word teen die helfte van die uurloon;

(b) geskikte slaapplek naby die werkplek of 'n toelae van R2.02 ten opsigte van elke nag wat sodanige werknemer van sy huis af weg is.

(3) Waar 'n werknemer redelikerwys daartoe in staat is om vir die naweek huis toe te gaan en om teen die gewone begintyd op Maandag of Dinsdag, as Maandag 'n vakansiedag is, terug te wees, is hy gedurende naweke geregtig op die koste van 'n spoorwegreitoerkaartjie, tweede klas, maar geen bedrag word in plaas van sodanige vervoerkoste betaal as die reis nie onderneem word nie; 'n werknemer is nie op besoldiging ten opsigte van die tyd wat gedurende sodanige naweke aan reise bestee word, geregtig nie.

(4) In die geval van 'n werkgewer wat werk onderneem in 'n dorp wat voor die begin van die werk nie die setel van sy onderneming was nie, word sodanige dorp ten opsigte van 'n werknemer wat in sodanige dorp in diens geneem word, geag die dorp te wees wat die setel van die werkgewer se onderneming was voordat daar met die werk begin is.

10. WERKDAE EN WERKURE.

(1) Behoudens die bepalings van klousule 11, mag geen werkgewer 'n werknemer vir wie lone in klousule 4 (1) (b), (d) en (e) voorgeskryf word, toelaat of van hom vereis en mag geen werknemer soos volg werk nie:—

- Vir meer as 40 uur in 'n bepaalde week of vir meer as 8 uur op 'n bepaalde dag;
- Vir meer as 5 dae, vanaf Maandag tot Vrydag, in 'n bepaalde week;
- Op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag elke vyfde jaar met ingang van 1966 of gedurende die jaarlikse vakansietydperk soos in klousule 25 van hierdie Ooreenkoms voorgeskryf;
- Voor 7.30 v.m. of na 4.30 n.m.;
- Tussen 12-uur middag en 1 n.m. op enige dag van Maandag tot en met Vrydag;
- Vir meer as 5 uur sonder 'n pouse van minstens een uur.

wages, earnings for overtime and/or any other form of remuneration other than any amount which an employer by any law or any order of any competent court is required or permitted to make.

8. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of three miles, but within a radius of eight miles from the principal post office of the town in which the head office of the employer is situated, the said employer shall pay to any employee who is working on such a job an allowance of four cents for every half mile or portion of half mile of the distance beyond such three-mile radius. The allowance shall be payable for both ways daily; provided that in the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, the site of such work shall for the duration thereof be deemed to be his head office in relation to any employee engaged in such town.

(2) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing or pay for transport in respect of the said distance, as prescribed in sub-clause (1) of this clause. Suitable transport shall be equipped with weather-proof covering to provide employees with adequate protection from inclement weather, planed wooden seating, and facilities for entering and leaving the vehicle, and shall be subject to the approval of the Council.

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

(4) An employer shall pay any employee entitled to walking time and/or transport allowances, same weekly.

9. COUNTRY JOBS.

Subject to the provisions of sub-clause (4), the following transport allowances and/or allowances for sleeping accommodation shall be paid by an employer to an employee sent by him to work away from his ordinary town or residence on a job situated within an area to which this Agreement applies but beyond a radius of 8 miles from the general post office of the town where the employer had his place of business prior to the commencement of the job:—

- Where the employee can reasonably be said to be able to and does return to his home every day, return second class railway or bus fare daily. Only time worked on the job shall be paid for.
- Where the employee can reasonably be said to be unable to return to his home daily—

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

(b) suitable sleeping accommodation in proximity to the place of work or an allowance of R2.02 in respect of every night such employee spends away from home.

- Where an employee can reasonably be said to be able to proceed to his home at the week-ends and return by the ordinary starting time on Monday or Tuesday, if Monday is a holiday, he shall be entitled to second class railway return fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken; an employee shall not be entitled to any remuneration in respect of the time spent in travelling during such week-ends.

- In the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, such town shall, for the duration of such work, be deemed to be the town in which the employer had his place of business prior to the commencement of the job in relation to any employee engaged in such town.

10. DAYS AND HOURS OF WORK.

(1) Subject to the provisions of clause 11 no employer shall require or permit an employee for whom wages are prescribed in clause 4 (1) (b), (d) and (e) to work, and no such employee shall work—

- for more than 40 hours in any one week or for more than 8 hours in any one day;
- for more than 5 days, from Monday to Friday, in any one week;
- on Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day, and in every fifth year commencing 1966, Republic Day or during the annual holiday period prescribed in clause 25 of this Agreement;
- before 7.30 a.m. or after 4.30 p.m.;
- between 12 noon and 1 p.m. on any day from Monday to Friday inclusive;
- for longer than 5 hours without a break of at least one hour.

(2) Behoudens die bepalings van klousule 11, mag geen werkgewer van 'n werknemer vir wie lone in klousule 4 (1) (a) en (c) voorgeskryf word, vereis of hom toelaat om soos volg te werk nie en mag geen sodanige werknemer soos volg werk nie:—

- (a) Vir langer as 44 uur in 'n bepaalde week of vir langer as 8 uur 48 minute op 'n bepaalde dag;
- (b) vir meer as 5 dae, van Maandag tot Vrydag in 'n bepaalde week;
- (c) op Saterdag, Sondag, Goëie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag, Nuwejaarsdag en elke vyfde jaar met ingang van 1966, Republiekdag, of gedurende die jaarlikse vakansietydperk soos in klousule 25 van hierdie Ooreenkoms voorgeskryf;
- (d) tussen 12-uur middag en 1 nm. op enige dag van Maandag tot en met Vrydag;
- (e) vir langer as 5 uur sonder 'n pouse van minstens een uur.

(3) Alle werkende werkgewers en vennote moet die bepalings van subklousules (1) en (2) nakom.

(4) Geen werknemer mag, terwyl hy in diens van 'n werkgewer is, werk wat in hierdie Ooreenkoms voorgeskryf word, op die dae gemeld in klousule 11 (3) gedurende die vakansietydperk genoem in klousule 25 en buite die gewone werkure soos voorgeskryf in subklousules (1) en (2), buite die Nywerheid vra, onderneem of verrig nie hetsy hy daarvoor betaal word of nie, maar sodanige werknemer mag slegs vir homself werk.

11. OORTYDWERK, OORTYDBESOLDIGING EN BESOLDIGING VIR WERK OP SEKERE DAE.

(1) 'n Werkgewer mag nie 'n werknemer toelaat of van hom vereis om oortyd te werk nie. Skriftelike toestemming om oortyd te werk aan noodsaaklike dienste, moet vooraf deur die werkgewer van die Raad verkry word, behalwe in gevalle van nood, en in so 'n geval moet die werkgewer dit binne vier uur vanaf die tyd waarop sodanige noodtoestand ontstaan het, aan die Raad rapporteer. Vir die toepassing van hierdie Ooreenkoms, word alle tyd wat daar langer gewerk word as die getal gewone werkure wat in klousule 10 voorgeskryf word, geag oortydwerk te wees.

(2) *Oortydbesoldiging.*—'n Werknemer van wie vereis word om buite die ure soos voorgeskryf in klousule 10 van hierdie Ooreenkoms, te werk, moet soos volg betaal word:—

- (a) Vir die eerste uur oortyd gewerk per dag van Maandag, tot Vrydag, teen die gewone loon plus die vakansiefondstoelae voorgeskryf in enige ander ooreenkoms van die Raad, en
- (b) teen een en 'n kwart maal sy gewone loon vir alle oortyd wat daar langer as een uur per dag van Maandag tot Vrydag en vir alle oortyd wat tot om 12-uur middag op 'n Saterdag gewerk word.

(3) *Besoldiging vir werk op sekere dae.*—Wanneer vrystelling verleen is van die bepalings van klousules 10 en 25 van hierdie Ooreenkoms, moet 'n werkgewer 'n werknemer as volg betaal:—

- (a) Minstens een en een derde maal sy loon vir al die tyd wat hy ná 12-uur middag op Saterdae werk en vir al die tyd wat hy werk op Sondag, Goëie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag, Nuwejaarsdag, en gedurende elke vyfde jaar met ingang van 1966, Republiekdag en dié ander dae wat deur die jaarlikse vakansietydperk soos in klousule 25 van hierdie Ooreenkoms voorgeskryf word, gedek word;
- (b) een en een derde maal sy loon tensy anders vermeld in die vrystellingsertifikaat, ten opsigte van alle tyd gewerk op al die ander dae wat deur die jaarlikse vakansietydperk soos in klousule 25 van hierdie Ooreenkoms voorgeskryf, gedek word.

(4) Die gewone werkure plus oortydure mag nie meer as 56 uur per week beloop nie.

12. WERKENDE WERKGEWER.

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

13. DIENSBEÏNDIGING.

(1) 'n Werknemer wat sy werk by 'n werkgewer wil beëindig, en 'n werkgewer wat die dienste van 'n werknemer wil beëindig, moet minstens 2 werkdade vooraf van sodanige diensbeëindiging aan die werkgewer of die werknemer, na gelang van die geval, kennis gee; met dien verstande dat dit nie die volgende sal affekteer nie:—

- (a) Die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing om 'n regsgeldige rede te beëindig; of
- (b) die inwerkingtreding van verbeurings of boetes wat van toepassing mag wees op 'n werknemer wat dros.

(2) 'n Werkgewer mag aan 'n werknemer twee werkdade se loon betaal in plaas van die kennisgewing waarop die werknemer geregtig is.

(3) 'n Werknemer mag aan sy werkgewer twee werkdade se loon betaal in plaas van die kennisgewing waarop sodanige werkgewer geregtig is.

(4) Gedurende die kennisgewingtermyn genoem in subklousule (1) van hierdie klousule, moet 'n werknemer voor die sluitingstyd op die dag waarop sy diens beëindig word, vyftien minute tyd gegee word om sy gereedskap weg te pak.

(5) Geen kennisgewing van diensbeëindiging word vereis nie as die betrokke werknemer vir twee werkdade of minder by dieselfde werkgewer gewerk het.

(2) Subject to the provisions of clause 11 no employer shall require or permit an employee, for whom wages are prescribed in clause 4 (1) (a) and (c) to work, and no such employee shall work—

- (a) for more than 44 hours in any one week or for more than 8 hours 48 minutes in any one day;
- (b) for more than 5 days, from Monday to Friday in any one week;
- (c) on Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day, and in every fifth year commencing 1966, Republic Day, or during the annual holiday period prescribed in clause 25 of this Agreement;
- (d) between 12 noon and 1 p.m. on any day from Monday to Friday inclusive;
- (e) for longer than 5 hours without a break of at least one hour.

(3) All working employers and partners shall observe the provisions of sub-clause (1) and (2).

(4) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement outside of the Industry, whether for remuneration or not, on the days specified in clause 11 (3), during the holiday period referred to in clause 25, and outside the ordinary hours of work prescribed in sub-clauses (1) and (2), save that such employee may perform work for himself only.

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

(1) An employer shall not require or allow an employee to work overtime. Permission to work overtime on essential services shall first be obtained in writing by the employer from the Council except in cases of emergency, in which event the employer shall report to the Council within four hours of the time such emergency has arisen. For the purpose of this Agreement, all time worked in excess of the number of ordinary hours of work prescribed in clause 10 shall be deemed to be overtime.

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

- (a) at the ordinary rate of wages plus the holiday fund allowance prescribed in any other Agreement of the Council for the first hour overtime worked per day from Mondays to Fridays, and
- (b) at one and a quarter times his ordinary rate of wages for all overtime in excess of one hour per day from Mondays to Fridays, and for any overtime worked up to noon on a Saturday.

(3) *Payment for Work on Certain Days.*—When exemption has been granted from the provisions of clauses 10 and 25 of this Agreement, an employer shall pay an employee—

- (a) at least one and one-third times the rate of his wage for all time worked after 12 noon on Saturdays and for all time worked on Sundays, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day, and in every fifth year commencing 1966, Republic Day and any such other days as may be covered by the annual holiday period prescribed in clause 25 of this Agreement;
- (b) one and one-third times the rate of his wage unless otherwise stated in the certificate of exemption, in respect of all time worked on any such other days as may be covered by the annual holiday period prescribed in clause 25 of this Agreement.

(4) The ordinary hours of work plus overtime shall not exceed 56 hours per week.

12. WORKING EMPLOYER.

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

13. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than two working days' notice of such termination of employment to the employer or the employee, as the case may be, provided that this shall not affect—

- (a) the right of an employer or an employee to terminate employment without notice for any cause recognised by law as sufficient; or
- (b) the operation of any forfeitures or penalties which may be applicable in respect of an employee who deserts.

(2) An employer may give an employee two working days' wages in lieu of the notice to which the employee is entitled.

(3) An employee may pay to his employer two working days' pay in lieu of the notice to which such employer is entitled.

(4) An employer shall, during the period of notice referred to in sub-clause (1) of this clause, be allowed fifteen minutes before finishing time on the day of termination of employment to pack his tools away.

(5) No notice of termination of employment shall be required if the employee concerned has worked for two or less working days with the same employer.

14. BEWARING EN VERSKAFFING VAN GEREEDSKAP.

(1) (a) 'n Werkgewer moet by alle werkplekke, stukwerkplekke, skure en werkwinkels 'n toesluitplek verskaf waarin die gereedskap van werknemers te eniger tyd toegesluit kan word.

(b) 'n Werkgewer is daarvoor verantwoordelik dat die toesluitplekke buite die gewone werkure behoorlik en/of veilig toegesluit gehou word.

(c) 'n Werkgewer moet die gereedskap van 'n werknemer teen verlies weens brand verseker.

(d) Indien 'n werkgewer versuim om 'n toesluitplek ooreenkomstig die bepalings van paragraaf (a) te verskaf of as 'n werkgewer na die gewone werkure versuim om 'n toesluitplek behoorlik en/of veilig toegesluit te hou ooreenkomstig die bepalings van paragraaf (b) of as 'n werkgewer versuim om die gereedskap van 'n werknemer teen verlies weens brand te verseker, is sodanige werkgewer vir die verlies van sodanige gereedskap aanspreeklik as 'n werknemer sy gereedskap as gevolg van sodanige optrede of versuim verloor.

(2) (a) Hierby word 'n "Gereedskapversekeringsfonds vir die Bounywerheid (Transvaal)", hierin die "Fonds" genoem, in die lewe geroep met die doel om werknemers te vergoed vir die verlies van gereedskap weens diefstal, en die Fonds word deur die Raad geadminestreer.

(b) Die Fonds bestaan uit—

(i) bydraes wat die werkgewers ooreenkomstig die bepalings van paragraaf (g) en (j) in die Fonds stort;

(ii) rente verkry uit die belegging van gelde van die Fonds;

(iii) alle gelde in die krediet van die "Gereedskapversekeringsfonds vir die Bounywerheid (Transvaal)" wat ooreenkomstig die bepalings van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 202 van 6 Februarie 1959, in die lewe geroep is;

(iv) alle ander bedrae waarop die Fonds geregtig mag word.

(c) Alle gelde wat die Fonds toeval, moet binne twee dae na ontvangs daarvan op naam van die Fonds in 'n afsonderlike bankrekening gedeponeer word.

(d) Die gelde van die Fonds moet aangewend word vir die betaling van vergoeding soos voorgeskryf in paragraaf (k) en vir die betaling van uitgawes wat in verband met die administrasie van die Fonds aangegaan is.

(e) Alle gelde wat nie vir die bestryding van lopende betalings en uitgawes nodig is nie, mag nie op 'n ander manier belê word nie as in—

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

(ii) Nasionale Spaarsertifikate;

(iii) Posspaarbankrekenings of -sertifikate;

(iv) Spaarrekenings, permanente aandele of vaste deposito's in geregistreerde bouverenigings of banke of op enige ander manier wat die Registrateur goedkeur.

(f) Alle betalings uit die Fonds geskied per tjek, wat deur die voorsitter of ondervoorsitter van die Raad of dié ander lede van die Raad soos die Raad van tyd tot tyd mag besluit, onderteken en deur die sekretaris of deur dié ander beamptes wat die Raad van tyd tot tyd mag bepaal, medeonderteken moet word.

(g) Die gelde van die Fonds word verkry deur middel van 'n werkgewersbydrae van een sent per week ten opsigte van elke werknemer wat deur sodanige werkgewer in diens geneem is en vir wie lone in klousule 4 (1) (d) voorgeskryf word.

(h) 'n Werkgewer betaal geen bedrag ingevolge paragraaf (g) ten opsigte van 'n werknemer wat minder as agt uur vir hom in 'n week gewerk het nie.

(i) Waar 'n werknemer gedurende dieselfde week deur twee of meer werkgewers in diens geneem is, moet die bedrag wat ingevolge paragraaf (g) vir daardie week verskuldig is, betaal word deur die werkgewer by wie sodanige werknemer die eerste gedurende daardie week vir minstens agt uur werksaam was.

(j) Die bydrae bedoel in paragraaf (g), moet *mutatis mutandis*, op die manier en ooreenkomstig die prosedure en voorwaardes soos bepaal in klousule 21 (2) tot en met 21 (8), deur die werkgewer aan die Fonds betaal word; met dien verstande dat die waarde van die bewysstuk wat op elke betaaldag aan elkeen van die betrokke werknemers ten opsigte van die Fonds uitgereik word, een sent moet wees.

(k) Behoudens die bepalings van subklousule (3) (c) hiervan, is dit die vernaamste oogmerke van die Fonds om werknemers te vergoed vir die verlies van hul gereedskap as gevolg van diefstal uit opsluitplekke; met dien verstande dat, behoudens die bepalings van subklousule (1), 'n werkgewer ten opsigte van sodanige eis en ongeag die getal ambagsmanne betrokke in elke eis wat deur die Raad toegelaat word, aanspreeklik is vir die eerste R6 of kleiner bedrag indien totale waarde van die eis soos deur die Raad toegelaat, nie meer as R6 beloop nie; en voorts met dien verstande dat indien 'n werknemer sy gereedskap verloor as gevolg van die optrede en/of versuim van 'n werkgewer soos beskryf in paragraaf (d) van subklousule (1), die werkgewer van sodanige werknemer vir die hele bedrag van die waarde van sodanige verlore gereedskap aanspreeklik is.

(l) 'n Werknemer wat vergoeding vir verlore gereedskap van die Fonds wil eis, moet by die Raad 'n skriftelike aansoek indien op dié manier soos deur die Raad bepaal. Geen vergoeding sal uit die Fonds betaal word nie tensy 'n applikant die diefstal van sy gereedskap so gou moontlik by die polisie aangegee het of as dié applikant versuim om aan die Raad dié relevante inligting te verstrek wat die Raad mag vereis. Betalings uit die Fonds geskied uitsluitlik na goedvinding van die

14. STORAGE AND PROVISION OF TOOLS.

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

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

(c) An employer shall insure the tools of an employee against loss by fire.

(d) If an employer fails to provide a lock-up in terms of paragraph (a), or if an employer after normal working hours fails to keep a lock-up properly and/or securely locked in terms of paragraph (b), or if an employer fails to insure the tools of an employee against loss by fire, such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools.

(2) (a) There is hereby established a "Tool Insurance Fund for the Building Industry (Transvaal)", hereinafter referred to as the fund, for the purpose of compensating employees for the loss of tools by theft, and the Fund shall be administered by the Council.

(b) The fund shall consist of—

(i) contributions from employers paid into the fund in accordance with paragraphs (g) and (j);

(ii) interest derived from the investment of any moneys of the fund;

(iii) any moneys standing to the credit of the "Tool Insurance Fund for the Building Industry (Transvaal)" established in terms of the Agreement published under Government Notice No. 202 of 6th February, 1959;

(iv) any other sums to which the fund may become entitled.

(c) All moneys accruing to the fund shall be deposited in a separate account with a bank to the credit of the fund within two days after receipt thereof.

(d) The moneys of the fund shall be applied to the payment of compensation as prescribed in paragraph (k), and to payment of any expenditure incurred in connection with the administration of the fund.

(e) Any moneys not required to meet current payments and expenses shall not be invested otherwise than in—

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

(ii) national savings certificates;

(iii) post office savings accounts or certificates;

(iv) savings accounts, permanent shares or fixed deposits in registered building societies or banks or in any other manner approved by the Registrar.

(f) All payments from the fund shall be made by cheque, signed by the Chairman or vice-Chairman of the Council, or such other members of the Council as the Council may from time to time decide, and countersigned by the Secretary, or such other officials as the Council may from time to time decide.

(g) The moneys of the fund shall be acquired by means of a contribution by an employer of one cent per week in respect of each employee employed by such employer for whom wages are prescribed in clause 4 (1) (d).

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

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

(j) The contribution referred to in paragraph (g) shall be paid by an employer to the fund, *mutatis mutandis* in the manner and in accordance with the procedure and conditions laid down in clauses 21 (2) to 21 (8) inclusive; provided that the value of the voucher issued on each pay day to each of the employees concerned in respect of the fund shall be one cent.

(k) Subject to the provisions of sub-clause (3) (c) hereof the principal objects of the fund shall be to compensate employees for the loss of their tools by theft from lock-ups; provided that, subject to the provisions of sub-clause (1), an employer shall, in respect of such claim irrespective of the number of artisans concerned in each claim admitted by the Council be responsible for the first R6 or any lesser amount should the total value of the claim as admitted by the Council not exceed R6; and provided further that if an employee loses his tools due to the acts and/or omissions of an employer as described in paragraph (d) of sub-clause (1), the employer of such employee shall be responsible for the whole amount of such lost tools.

(l) An employee, wishing to claim compensation from the fund for lost tools, shall lodge a written application with the Council in such manner as determined by the Council. No payment shall be made by the fund unless an applicant has reported the theft of his tools to the police as soon as practicable or if an applicant fails to supply the Council with any relevant information which the Council may require. Payments from the fund are at the absolute discretion of the Council, whose

Raad, wie se besluit finaal is, en die Raad hoef geen rede vir enige besluit te verstrek nie; met dien verstande dat betalings uit die Fonds gestaak word wanneer die bedrag wat in die krediet van die Fonds staan, daal tot minder as R100 en dat verdere betalings nie hervat word nie totdat die bedrag wat in die krediet van die Fonds staan, weer die bedrag van R400 beloop.

(3) (a) Die bepalinge van subklousules (1) en (2) in verband met die verlies van gereedskap op 'n ander manier as weens brand, is nie ten opsigte van 'n werknemer van toepassing nie tensy die gereedskap wat in 'n toesluitplek geplaas is, weggepak is in 'n gereedskapkis wat veilig toegesluit kan word en wat te alle tye behoorlik toegesluit gehou word behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen; met dien verstande dat, waar 'n werknemer stukke gereedskap wat vanweë hul lengte, vorm, grootte of ander dergelike eienskappe gewoonlik nie in kiste bewaar word nie, in 'n toesluitplek plaas, sodanige plasing geag word, in ooreenstemming te wees met die vereistes van hierdie Ooreenkoms en dat, in geval sodanige gereedskap weens diefstal verlore raak, 'n werknemer nie vanweë die feit dat hy nie sodanige gereedskap in 'n kiste geplaas en toegesluit het nie, sy regte en voorregte kragtens hierdie Ooreenkoms ontse word nie.

(b) Behoudens die voorafgaande bepalinge is 'n werknemer daarvoor verantwoordelik om sy gereedskap in 'n gereedskapkis te plaas en sodanige gereedskapkis behoorlik gesluit te hou.

(c) Ondanks die bepalinge van subklousule (2) (k) hiervan of enige andersluidende bepalinge hierin vervat, mag die raad na sy goedvinde eise oorweeg ten opsigte van gereedskap wat gedurende die gemagtigde werkure weens diefstal verlore is of vermoedelik verlore is; met dien verstande dat, ten opsigte van sodanige eise—

- (i) betalings nie meer as 50 persent van die bewese bedrag daarvan mag beloop nie;
- (ii) daar nie van die werkgewer vereis mag word om enige bedrag ingevolge subklousule (2) (k) hiervan te betaal nie, en
- (iii) die bepalinge van subklousule (3) (a) en (b) hiervan nie van toepassing is nie.

(d) 'n Openbare rekenmeester of rekenmeesters, wie se besoldiging deur die Raad vasgestel word, word jaarliks deur die Raad aangestel en moet die rekeninge van die Fonds minstens een maal per jaar, en wel nie later as 15 Maart elke jaar nie, ouditeer en 'n staat opstel wat die volgende toon:—

(aa) Alle gelde ontvang—

- (i) ooreenkomstig die bepalinge van subklousule (2) hiervan;
- (ii) uit ander bronne, indien daar is.

(bb) Uitgesewes wat gedurende die 12 maande geëindig 31 Desember van die vorige jaar, onder alle hoofde aangegaan is, tesame met 'n balansstaat wat die bates en laste van die Fonds op daardie datum toon. Die geouditeerde staat en die balansstaat moet daarna in die kantoor van die Raad ter insae lê en kopieë daarvan, behoorlik gesertifiseer deur die ouditeur en medeonderteken deur die voorsitter van die Raad, tesame met 'n verslag daaroor deur die ouditeur, moet binne drie maande na verstryking van die tydperk wat der sodanige staat en balansstaat gedek word, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(c) Indien hierdie Ooreenkoms weens tydverloop verstryk of om 'n ander rede nie meer bindend is nie, moet die Fonds nog deur die Raad geadminestreer word totdat dit gelikwider of deur die Raad oorgepra is na 'n ander fonds wat gestig is vir dieselfde doel as dié waarvoor hierdie Fonds in die lewe geroep is.

(f) Ingeval die Raad gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge subartikel (2) van artikel vier-en-dertig van die Wet bindend is, ontbind word of nie meer funksioneer nie, stel die Registrateur 'n komitee wat bestaan uit dieselfde getal verteenwoordigers van die werkgewers en die werknemers in die Nywerheid, aan met die doel om die Fonds te administreer. Alle vakatures in die Komitee word deur die Registrateur gevul uit die geledere van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval. Waar die komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer, stel die Registrateur 'n trustee of trustees aan om die Fonds te administreer. Vir die toepassing van hierdie klousule, het die komitee of trustees aldus aangestel, die bevoegdhede waarmee die Raad bekleed is. Tensy die Ooreenkoms binne ses maande na die verstryking daarvan verklaar word as van krag vir 'n verdere tydperk of 'n nuwe ooreenkoms gepubliseer word wat voorsiening maak vir die voortsetting of oordrag vir die Fonds, word die Fonds gelikwider en moet daar ooreenkomstig die bepalinge van paragraaf (g) van hierdie subklousule oor alle onbestrede bedrae beskik word.

(g) Indien die Fonds ingevolge hierdie Ooreenkoms gelikwider word, word die gelde wat in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasielaste, betaal is, in die algemene fondse van die Raad gestort ingeval die Raad ten tyde van die likwidasielaste nog bestaan.

Ingeval die Raad ten tyde van likwidasielaste nie meer bestaan nie, word die onbestrede fondse ooreenkomstig die volgende bepalinge verdeel:—

- (i) Twee derdes van sodanige fondse word betaal aan die werkgewersorganisasies wat by die ontbinding van die Raad partye daarty was,
- (ii) Oor een derde van sodanige fondse moet beskik word ingevolge artikel vier-en-dertig (4) (c) van die Wet.

decision shall be final, and the Council shall not be obliged to give any reason for any decision; provided that the payments from the fund shall cease whenever the amount standing to the credit of the fund falls below R100 and further payments shall not be resumed until the amount standing to the credit of the fund has reached the sum of R400.

(3) (a) The provisions of sub-clauses (1) and (2) relating to the loss of tools, other than the loss of tools by fire, shall not apply in respect of an employee unless tools placed in a lock-up for safekeeping are stored in a tool box which is capable of being securely locked, and is kept properly locked at all times, except when opened for the purpose of providing access for an employee to his own tools; provided that the placing by an employee in lock-ups of tools which are not normally stored in boxes by reason of their length, shape, size, or any other similar feature, shall be deemed to be in compliance with the requirements of this Agreement, and, in the event of such tools being lost by theft, an employee shall not, by reason of the fact that he has not placed and locked such tools in a box, be deprived of his rights and privileges in terms of this Agreement.

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

(c) Notwithstanding the provisions of sub-clause (2) (k) hereof or any other provisions to the contrary herein contained, the Council may in its discretion entertain claims in respect of tools lost or presumed to have been lost by theft during authorised working hours; provided that in respect of such claims—

- (i) payment shall not be in excess of 50 per cent of the proved amount thereof;
- (ii) the employer shall not be required to make any payment in terms of sub-clause (2) (k) hereof; and
- (iii) the provisions of sub-clause (3) (a) and (b) hereof shall not apply.

(d) A public accountant or public accountants whose remuneration shall be fixed by the Council, shall be appointed annually by the Council and shall audit the accounts of the fund at least once annually and not later than 15th March in each year, prepare a statement showing—

(aa) all moneys received—

- (i) in terms of sub-clause (2) hereof;
- (ii) from other sources (if any);

(bb) expenditure incurred under all headings, during the 12 months ended the 31st December preceding, together with a balance sheet showing the assets and liabilities of the fund as at that date. The audited statement and the balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof duly certified by the auditor and countersigned by the Chairman of the Council, together with any report made by the auditor thereon, shall be transmitted to the Secretary for Labour, Pretoria, within three months of the close of the period covered by such statement and balance sheet.

(e) Should this Agreement expire through effluxion of time or cease to be binding for any 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 this fund was created.

(f) In the event of the dissolution of the Council or in the event of its ceasing to function, during any period in which this Agreement is binding in terms of sub-section (2) of section thirty-four of the Act, the Registrar shall appoint a committee consisting of an equal number of representatives of employers and employees in the industry for the purpose of administering the fund. Any vacancies occurring on the committee shall be filled by the Registrar from amongst employers or employees in the industry, as the case may be. Where the committee is unable or unwilling to discharge its duties the Registrar shall appoint a trustee or trustees to administer the fund. The Committee or trustees so appointed shall have the powers vested in the Council for the purpose of this clause. Unless within six months of its expiration the Agreement is declared effective for a further period or a new Agreement is published providing for the continuation or transfer of the fund, the fund shall be liquidated and any unexpended amount disposed of in accordance with paragraph (g) of this sub-clause.

(g) If the fund is liquidated in terms of this Agreement, the moneys remaining to the credit of the fund, after payment of all claims against the fund, including administration and liquidation expenses, shall, in the event of the Council being in existence as at the time of liquidation, be paid into the general funds of the Council.

In the event of the Council not being in existence as at the time of liquidation, the unexpended funds shall be distributed in accordance with the following provisions:—

- (i) Two-thirds of such funds shall be paid to the employers' organisations who were parties to the Council at its dissolution;
- (ii) one-third of such funds shall be disposed of in terms of section thirty-four (4) (c) of the Act.

(4) 'n Werknemer is te eniger tyd in die loop van sy diens geregtig op 'n redelike tyd om sy gereedschap in werkende orde te bring. 'n Werkgever moet sodanige werknemer voorsien van fasiliteite om sy gereedschap in werkende orde te bring.

(5) Werkgevers moet slypstene vir die skerpmaak van gereedschap verskaf. Waar geen slypstene op 'n werkplek verskaf word nie, moet 'n geskikte tyd en fasiliteite aan timmermanne en skrynwerkers verleen word om hul gereedschap in orde te bring.

(6) Werkgevers moet die volgende verskaf in die geval van—

(a) *Messelaars.*

(i) Alle snygereedschap wat gebruik word om vloerteëls, silikabakstene of enige soort baksteen van dieselfde hardheid te sny;

(ii) alle snygereedschap wat gebruik word om gewapende beton te sny;

(iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting om gereedschap skerp te maak.

(b) *Timmermans.*—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, gwalors wat meer as 12 duim lank is, awegare en bore wat meer as 12 duim lank is en hamers wat 3 lb. of meer weeg en alle sae en/of snygereedschap wat gebruik word vir die sny van gegolfdes asbes of ander materiaal wat net so hard is, klipbore (met wolframpunte) en alle kragaangedrewe gereedschap.

(c) *Klipmesselaars en klipkappers.*

(i) Gereedschap om graniet of harde klip te bewerk, kloue en beitels, met wolframpunte, van alle soorte;

(ii) geskikte skure vir klipkappers, waarvan die dak minstens 10 voet hoog moet wees. Hierdie reël is nie op klein werkies by bouterrêine van toepassing nie;

(iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting om gereedschap skerp te maak.

(d) *Skilders en plakkers.*—Alle gereedschap, met uitsondering van stopverfmesse, stoffers, plakkwaste en skêre.

(e) *Pleistersaars.*—Daghaplanke en staanders van 'n geskikte hoogte, rollers, reioute en alle gereedschap wat uitsluitlik gebruik word om granoliet te lê.

(f) *Loodgieters en gasaanlêers.*

(i) Masjiene wat in die werkwinkel of by 'n werk gebruik word;

(ii) afsteekpenne en klinkstawe en bore van alle groottes;

(iii) draadsnygereedschap soos stokke en snymoere, snytappe en ratels;

(iv) pypsnijgereedschap en -skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gieltelpe;

(vii) beitels, ponsse en muurpenne wat langer as 9 duim is;

(viii) soldeerboute en blaaslampe;

(ix) vyle en ystersaaglemme;

(x) drewels wat meer as 2 duim in deursnee is;

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

(xii) plaatmetaalwerkershamers en swaar klophamers;

(xiii) ponsse, hol of solied, wat meer as 'n ¼ (kwart) duim in deursnee is;

(xiv) moersleutels en tange wat langer as 12 duim is.

15. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK.

Werkgevers en werknemers moet onderstaande reëls nakom, met dien verstande dat in die mate waarin die regulasies ten opsigte van bou-, slopings- en uitgrawingswerk wat in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer is, bepalinge bevat wat ontstaanbaar met die bepalinge van hierdie klousule is of bepalinge bevat wat nie in hierdie klousule voorkom nie, genoemde regulasies van toepassing is.

(1) *Betonwerk.*—Elke werkgever moet 'n werknemer in diens neem teen die besoldiging in klousule 4 (1) (d) van hierdie Ooreenkoms voorgeskryf om toesig te hou oor die storting van beton in situ.

(2) *Klipwerk.*—(a) 'n Werkgever mag nie toelaat dat klipwerkbanke minder as ses voet van mekaar af is nie. 'n Werknemer moet belet word om stof gedurende werkure met uitlaat of ander lug af te blaas.

(b) 'n Werkgever mag nie in die Nywerheid of in die gebied waarop hierdie Ooreenkoms van toepassing is, grafstene of begraaftaalgedenktekens of klip van enige soort gebruik nie wat, na gelang van die geval, vervaardig, afgewerk of gedeeltelik afgewerk is in 'n gebied van die Republiek van Suid-Afrika waarin die loon wat vir die betrokke werk betaal word, laer is as dié wat vir sodanige werk voorgeskryf word in 'n wetterregtelike loonreëlingsmaatregel wat op die Nywerheid in daardie gebied van toepassing is of, as daar nie so 'n maatregel in sodanige gebied bestaan nie, wat laer is as die loon voorgeskryf in 'n wetterregtelike loonreëlingsmaatregel wat van toepassing is op 'n gebied wat die naaste aan sodanige gebied is.

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

(d) 'n Werkgever moet verseker dat die duntermasjiene nie in die skuur waar werkmense besig is om klip te kap, gebruik word nie en dat sodanige masjiene nie binne dertig jaars van enige klipwerker af wat besig is om klip te bewerk, gebruik word nie.

(4) An employee shall at any time during the course of employment be entitled to reasonable time to put his tools in working order. An employer shall provide such employee with facilities to put his tools in working order.

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

(6) Employers shall provide in the case of—

(a) *Bricklayers.*

(i) All cutting tools used for cutting floor tiles, silica bricks or any other kind of brick of a similar hardness;

(ii) all cutting tools used for cutting reinforced concrete;

(iii) a competent toolsmith or suitable means and equipment for sharpening tools.

(b) *Carpenters.*—All cramps, hand screws, glue brushes, wrenches, crowbars, gwalors over 12 inches, augers and bits over 12 inches long, and hammers 3 lb. and over, and all saws and/or cutting tools used for cutting corrugated asbestos or other material of similar hardness, masonry drills (tungsten tipped) and all power driven tools.

(c) *Masons and Stone Cutters.*

(i) Tools for working granite or hand stone, claws and tungsten tipped chisels of any kind;

(ii) suitable sheds for stone-cutters, the roof of which must be not less than 10 feet high. This rule shall not apply to small jobs on building sites;

(iii) a competent toolsmith or suitable means and equipment for sharpening tools.

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

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

(f) *Plumbers and Gas Fitters.*

(i) Machines used in shop or on job;

(ii) stake and riveting bars and drills of all sizes;

(iii) screwing tackle, such as stock, dies, taps and ratchets;

(iv) pipe cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) chisels, punches, and wall pins over 9 inches in length;

(viii) soldering irons and blow lamps;

(ix) files and hacksaw blades;

(x) mandrills 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 a ¼ (quarter) inch in diameter, hollow or solid;

(xiv) wrenches and tongs over 12 inches in length.

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

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

(1) *Concrete Work.*—Every employer shall employ an employee at the scale of payment as laid down in clause 4 (1) (d) of this Agreement to supervise the placing of concrete in situ.

(2) *Stonework.*—(a) An employer shall not permit masons' bankers to be less than six feet apart. An employee shall be prohibited from blowing off dust with exhaust or other air during working hours.

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

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

(d) An employer shall ensure that the duntermachine shall not be worked in the shed where men are employed cutting stone, and that such machine shall not be worked within thirty yards of any mason whilst cutting stone, unless other adequate

tensy ander toereikende beskerming verskaf word aan werknemers wat in die nabyheid van genoemde duntersmasjiens werksaam is; ook mag geen werknemer sodanige masjiens in stryd met die bepalings hiervan bedien nie.

(e) Daar mag nie met karborundum- en diamantsnymasjiene gewerk word nie tensy toereikende beskerming verskaf word aan die werknemers wat in die nabyheid van genoemde masjiene werk, en geen werknemer mag sodanige masjiens in stryd met die bepalings hiervan bedien nie.

(3) *Houtwerk.*—'n Werkgewer mag nie in die oprigting van geboue of bouwerke binne die gebied waarop hierdie Ooreenkoms betrekking het, skrynwerk gebruik nie wat vir oprigting in 'n bepaalde gebou gemaak is en wat vervaardig of berei is in 'n gebied in die Republiek van Suid-Afrika waarin die loon vir die werk wat met sodanige bewerking of proses in verband staan, laer is as dié wat vir sodanige werk voorgeskryf word in enige wetteregterlike loonreëlingsmaatregel wat in daardie gebied op die Nywerheid van toepassing is of, as daar nie so 'n maatregel in sodanige gebied bestaan nie, wat laer is as die loon wat voorgeskryf word in enige wetteregterlike loonreëlingsmaatregel wat van toepassing is op 'n gebied wat die naaste aan sodanige gebied is.

(4) *Steierwerk.*—'n Werkgewer moet verseker dat 'n steier aan werkmans verskaf word vir alle werk wat nie veilig van 'n leer af of op 'n ander manier verrig kan word nie, dat alle steiers behoorlik opgerig word van materiaal wat geskik en sonder defekte is en dat dit opgerig word onder die toesig van 'n ambagsman aan wie die werkgewer minstens die loon en toelaes moet betaal wat in klousule 4 (1) (d) van hierdie Ooreenkoms voorgeskryf word.

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 wesenlik verander word nie behalwe onder die toesig van 'n ambagsman aan wie die werkgewer minstens die loon en toelaes moet betaal wat in klousule 4 (1) (d) van hierdie Ooreenkoms voorgeskryf word.

B. *Gehalte van materiaal.*—(i) Alle steiers en toestelle in verband daarmee en alle lere moet gemaak wees van materiaal wat geen defekte het nie, moet sterk genoeg wees vir die vragte en vervorming waaraan hulle onderwerp sal word en moet minstens aan die volgende vereistes voldoen:—

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

(iii) Alle bas moet afgestroop word van timmerhout wat vir steiers gebruik word.

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

(v) Die metaalgdeeltes van steiers moet sonder krake en vry wees van korrosie of ander defekte wat dit waarskynlik sal verswak.

(vi) Spykers van gietyster mag nie gebruik word nie.

C. *Ondersoek en bewaring van materiaal.*—(i) Steiergedeeltes, met inbegrip van steiermasjinerie en toue en kables, moet deur 'n verantwoordelike persoon, aan wie die werkgewer minstens die loon en toelaes moet betaal soos in klousule 4 (1) (d) van hierdie Ooreenkoms voorgeskryf, by elke geleentheid ondersoek word voordat dit opgerig word en mag by geen geleentheid gebruik word nie tensy hulle in alle opsigte die hoedanighede besit wat vir hul doel vereis word.

(ii) Tou wat met sure of ander bytstowwe in aanraking was of wat defek is, mag nie gebruik word nie.

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

D. *Lewering en gebruik van materiaal en instandhouding van steiers.*—(i) Voldoende materiaal moet verskaf en gebruik word vir die oprigting van steiers.

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

(b) Geen steier mag gedeeltelik afgebreek en so gelaat word dat dit nog gebruik kan word nie, tensy dit nog aan die bepalings van hierdie regulasies voldoen.

E. *Paal- en saagpaalsteiers.*—(i) Paalstaanders en die pote van saagpaalsteiers moet—

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

(b) naby genoeg aan mekaar vasgemaak word ten einde te verseker dat die steiers stewig is.

(ii) Die stewigheid van paalstaanders moet verseker word—

(a) deur die paal diep genoeg, volgens die aard van die grond, in te plant; of

(b) deur die paal op 'n geskikte plank, toereikende onderplaat 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 dié hoek van 'n gebou bymekaar kom, moet daar 'n paalstaander aan die buitekant van die steiers op die hoek van die gebou geplaas word.

(iv) (a) Steierbalks moet feitlik gelyk wees en stewig aan die staanders vasgemaak word deur middel van grendels, gryploues, toue of op ander doeltreffende maniere.

protection is provided for employees working in the vicinity of the said dunter machine, nor shall an employee so operate such machine in breach hereof.

(e) Carborundum and diamond cutting machines shall not be worked unless adequate protection is provided for employees working in the vicinity of the said machines, nor shall any employee so operate such machines in breach hereof.

(3) *Woodwork.*—An employer shall not utilise in the erection of buildings or structures within the area to which this Agreement relates, joinery made for erection in a particular building and which has been manufactured or prepared in any area in the Republic of South Africa in which a scale of wages for the work involved in such operation or process is lower than that laid down for such work in any statutory wage regulating instrument applicable to the Industry in that area, or in the absence of any such instrument in such area, than the rate laid down in any statutory wage regulating instrument operating nearest to such area.

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

A. *Maintenance and Alteration of Scaffolds.*—An employer shall ensure that all scaffolding shall be maintained in a 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 and allowances as laid down in clause 4 (1) (d) 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 and allowances as laid down in clause 4 (1) (d) 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. *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) verticle 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) Die punte van twee agtereenvolgende steierbalke op die selfde vlak moet by 'n staander stewig aan mekaar vasgemaak word behalwe wanneer spesiale toestelle gebruik word wat die selfde 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 stewige klampe.

(c) Kortelings wat aan die een punt deur 'n muur gestut word, moet aan daardie punt 'n gelyke stutoppervlakte 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 groter 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 gebruik word om slegs ligte boumateriaal te dra, maar in die geval van sodanige platforms mag die afstand tussen die kortelings nie meer as 6 voet 6 duim wees nie.

(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 (opknapping, verf, ens.).

(ii) Die lere wat gebruik word as die staanders vir leersteiers—

(a) moet sterk genoeg wees; en

(b) moet—

(1) of diep genoeg, volgens die aard van die grond, ingeplant word; of

(2) op onderplate of borde geplaas word sodat die twee staanders van elke leer stewig op die voetstuk rus en moet by die onderpunte op so 'n manier vasgemaak word dat hulle nie kan gly nie.

(iii) As 'n leer gebruik word om 'n ander te verleng, moet die twee minstens 5 voet oormekaar steek en stewig aanmekaar vasgemaak word.

G. *Stewigheid van paal-, saagpaal- en leersteiers*.—(i) Elke steier moet op toereikende wyse en behoorlik verspan word.

(ii) Tensy dit 'n onafhanklike steier is, moet elke steier styf en op geskikte vertikale en horisontale afstande aan die gebou vasgemaak word.

(iii) As dit 'n onafhanklike steier is, moet minstens een derde van die kortelings in hul posisies bly totdat die steier finaal afgebreek word en moet hulle stewig aan die steierbalke of die staanders, na gelang van die geval, vasgemaak bly.

(iv) Al die strukture en toestelle wat gebruik word as stutte vir werkplatforms, moet stewig opgerig word, 'n vaste voetstuk hê en op geskikte wyse gestut en verspan word sodat hulle stewig staan.

(v) Los bakstene, rioolpype, skoorsteenpote of ander ongeskikte materiaal mag nie vir die gebou of as stutte van steiers gebruik word nie.

H. *Vrydraer- of kraanarmsteiers*.—(i) Vrydraer- of kraanarmsteiers moet—

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

(b) kraanbalke hê wat lank en dik genoeg is om te verseker dat hulle solied en stewig is;

(c) behoorlik verspan en gestut wees.

(ii) Alleenlik soliede dele van die gebou moet as stutte vir steierdele gebruik word.

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

I. *Dra-armsteiers*.—Geen figuur- of dra-armsteiers gestut of vasgehou deur grypklope of penne wat in die muur ingedryf is, mag gebruik word nie tensy die arms sterk genoeg, van geskikte metaal gemaak en stewig in die muur geanker is.

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

(ii) Kraanbalke moet—

(a) gewalste staalbalke met 'n deursnee van minstens 8 duim by 4 duim wees;

(b) reghoekig met die vlak van die gebou aangebring word;

(c) sorgvuldig gespaseer word om te pas by die kortelings of dekysters, maar moet hoogstens 10 voet van mekaar af wees.

(iii) Die kraanbalke moet so van die gebou af oorhang dat die platform nie meer as 4 duim van die vlak van die gebou afhang nie.

(iv) (a) Die kraanbalke moet deur middel van boute of op 'n soortgelyke wyse stewig aan die gebou geanker word.

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

(v) Geen teengewigte mag gebruik word om die kraanbalke van sodanige steiers vas te hou nie.

(vi) Keerboute moet aan die punt van elke kraanbalk aangebring word.

(vii) Die harpboute waarmee die kables aan die kraanbalke vasgemaak word, moet vertikaal bokant die middelpunte van die tolle van die windasse op die beweegbare platforms aangebring word. Die oog van die kabel moet in die middel van die gebuigde buel van die harpbout geplaas word.

(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 extent 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 verticle and horizontal distances.

(iii) If the scaffold is an independent scaffold, at least one-third of the putlogs shall remain in position until the scaffold is finally dismantled and remain securely fastened to the ledgers or the uprights as the case may be.

(iv) All the structures and appliances used as supports for working platforms shall be of sound construction, having a firm footing and be suitably strutted and braced to make them stable.

(v) Loose bricks, drain pipes, chimney pots or other unsuitable material shall not be used for the construction or support of scaffolds.

H. *Cantilever or Jib Scaffolds*.—(i) Cantilever or jib scaffolds shall—

(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) 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 rolled steel joists with a section of not less than 8 inches by 4 inches;

(b) installed at right angles to the building face; and

(c) carefully spaced to suit putlogs or deck irons but not to exceed 10 foot centres.

(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 bent shackle bolt.

(viii) Kortelings of dekysters moet gebruik word om die platforms te stut en moet op 'n geskikte manier vasgemaak word ten einde te voorkom dat hulle verskuif. Dekysters moet op 'n doeltreffende wyse vasgemaak word deur middel van spalkplate.

(ix) Die kables of draadtoue wat vir hangdoeleindes gebruik word, moet—

(a) te alle tye 'n veiligheidsfaktor van minstens tien hê, gebaseer op die maksimum vrag wat die toue sal moet dra; en

(b) so lank wees dat die tou minstens nog twee maal om elke tol gedraai is wanneer die platform in die laagste posisie is.

(x) Steiermasjiene moet so gebou en geïnstalleer word dat die bewegende dele daarvan maklik bereik kan word vir inspeksie.

(xi) In elke geval waar daar afgewyk word van die manier waarop hangsteiers aangebring moet word, soos in hierdie Ooreenkomste voorgeskryf, moet die skriftelike toestemming van die Raad verkry word, en sodanige steiers moet, voordat werkmense toegelaat word om daarop te werk, geïnspekteer word deur die Raad of deur dié persoon of persone wat vir daardie doel aangestel is.

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

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

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

(b) Die hangtoug moet 'n veiligheidsfaktor van minstens tien 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 slapper of stywer wees as enigeen van die toue aan die punte nie.

(vi) Die katrolblokke moet stewig aan die platform geheg word deur middel van sterk ysterhoepels wat behoorlik vasgemaak is en om die kante en onderkant van die platforms gaan, en hierdie hoepels moet voorsien word van oë in die yster waardeur die toue kan gaan.

(vii) Hangsteiers waarop die werkers sit en werk, moet voorsien word van toestelle wat die platforms minstens 12 duim van die muur af hou en wat keer dat die werkers nie hul knieë teen die muur stamp as die steier swaai nie.

L. Ander hangsteiers.—(i) 'n Hysbak, groot mandjie, bootsmanstoel of dergelyke uitrusting mag alleenlik in buitengewone omstandighede en onder die toesig van 'n verantwoordelike persoon gebruik word vir werk wat nie lank sal duur nie.

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

(a) moet dit hang aan toue wat 'n veiligheidsfaktor van minstens tien hê, gebaseer op die totale vrag, die dooie gewig ingesluit; en

(b) moet doeltreffende voorsorgsmaatreëls getref word ten einde te voorkom dat die werkers uitval.

(iii) Wanneer 'n hysbak of groot mandjie as 'n hangsteier gebruik word—

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

(b) moet dit hang aan twee sterk ysterhoepels wat stewig vasgemaak is, rondom die kante en onderkant gaan en waarin daar oë is waardeur die toue kan gaan.

M. Vervoer en berging van materiaal op steiers, verspreiding van die vrag.—(i) Wanneer swaar vrage op 'n steier verskuif of daarop geplaas word, moet die steier nie 'n skielike stamp toegedien word nie.

(ii) Die vrag op die steier moet so ver moontlik eweredig verdeel word en moet in elk geval so verdeel word dat 'n ernstige versteuring van die ewewig vermy word.

(iii) Solank 'n steier gebruik word, moet gedurig daarteen gewaak word dat dit nie oorlaai word nie en dat materiaal nie onnodig daarop gehou word nie.

N. Installerings van hysuitrusting op steiers.—(i) Wanneer hysuitrusting op 'n steier gebruik moet word—

(a) moet die gedeeltes van die steier sorgvuldig geïnspekteer en, indien nodig, op 'n doeltreffende wyse versterk word;

(b) moet daar voorkom word dat die kortelings enigsins beweeg; en

(c) moet die staanders, indien moontlik, stewig met 'n soliede deel van die gebou verbind word op die plek waar die hysuitrusting opgerig word.

(ii) Wanneer die platform van die hysuitrusting nie in leibane beweeg nie of wanneer die vrag waarskynlik in aanraking met die steier sal kom wanneer dit gehys of neergelaat word, moet 'n vertikale skutting tot op die volle hoogte van die steier opgerig word ten einde te voorkom dat vrage aan die steier vashaak.

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

(a) voordat dit gebruik word, deur 'n verantwoordelike persoon aan wie die werkgewer minstens die loon en toelaes moet betaal soos voorgeskryf in klousule 4 (1) (d), ondersoek word ten einde veral te verseker dat—

(1) dit in 'n stewige toestand is;

(2) die materiaal wat by die konstruksie daarvan gebruik is, in 'n goeie toestand is;

(viii) Putlogs of 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 ten 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) 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 and allowances as laid down in clause 4 (1) (d) to ensure more particularly—

(1) that it is in a stable condition;

(2) that the materials used in its construction are sound;

- (3) dit toereikend is vir die doel waarvoor dit gebruik sal word; en
 (4) die nodige beskermstutte soos in hierdie Ooreenkoms voorgeskryf, op hul plek is; en

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

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

(ii) (a) Die wydte van die platform moet, met inagneming van die werk, groot genoeg wees en moet sodanig wees dat daar orals 'n onversperde deurgang van minstens 1 voet 6 duim is wat vry is van vaste versperrings en materiaal wat daarop geplaas is.

(b) Die wydte van die platform moet in geen geval minder wees nie as—

- (1) 1 voet 6 duim, as die platform slegs as 'n vastrapplek gebruik word en nie om materiaal daarop af te laai nie;
- (2) 3 voet, as die platform gebruik word om materiaal daarop af te laai;
- (3) 3 voet 9 duim, as die platform gebruik word as stut vir 'n hoër platform;
- (4) 4 voet 6 duim, as klip op sodanige platform afgewerk of ru gefatsoeneer word;
- (5) 5 voet, as die platform gebruik word as stut vir 'n hoër platform en ook om klip daarop af te werk of ru te fatsoeneer.

(iii) Die maksimum wydte van 'n platform wat op kortelings rus, is 5 voet 6 duim.

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

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

- (a) met inagneming van die afstand tussen die kortelings, dik genoeg wees om voldoende veiligheid te bied en moet in geen geval dunner as 1½ duim wees nie; en
- (b) minstens 6 duim wyd wees.

(vi) Geen bord of plank wat deel van 'n werkplatform uitmaak, mag meer as vier maal sy dikte oor die eindsteunpunt daarvan uitsteek nie.

(vii) Wanneer kruitwaens op 'n steier of platform gebruik word, mag die borde of planke nie oormekaar lê nie tensy voorsorgsmaatreëls, soos die verskaffing van afgeskuinste stukke, getref word om die beweging van die kruitwaens te vergemaklik.

(viii) Elke bord of plank wat deel van 'n werkplatform uitmaak, moet op minstens drie stutte rus tensy die afstand tussen die kortelings en die dikte van die bord of plank sodanige is dat daar hoegenaamd geen gevaar bestaan dat die borde of planke sal wip of te veel sal buig nie.

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

(x) Waar moontlik, moet 'n platform minstens twee voet aan die eindpunt van die muur van die gebou uitsteek.

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

- (a) 'n geskikte skutreling of skutrelings wat 'n deursnee van minstens 9 vierkante duim het en wat minstens 3 voet 3 duim bokant die platform of bokant 'n hoër staanplek daarop aangebring is op so 'n manier dat die vertikale opening onderkant die skutreling nie meer as 3 voet 3 duim is nie. In die geval van 'n pypsteier moet 'n pypskutreling verskaf en minstens 3 voet 3 duim bokant die platform of bokant 'n hoër staanplek op sodanige platform aangebring word sodat die vertikale opening onderkant die skutreling nie meer as 3 voet 3 duim is nie. In die geval van 'n swaar hangsteier moet die werkplatform van dubbele pypskutrelings voorsien wees; die boonste pypskutreling moet 3 voet 3 duim bokant die werkplatform wees met die tweede skutreling ewe ver van die boonste skutreling en die werkplatform. Om die ente van elke seksie van die skutrelings vas te heg, moet elke windaseenheid voorsien wees van 'n geskikte lengte van standaardsteierpyp wat stewig met boue in 'n vertikale posisie vasgeheg of vasgeheg is. Die pypskutrelings moet aan die vertikale staanders geheg word deur middel van standaarddraaisteiertoebehore wat stewig vasgebout is en mag nie verwyder word terwyl daar 'n persoon op die werkplatform is nie, tensy die steier uitmekaar gehaal word;

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

(xii) Skutrelings, toonborde en ander beskermstutte wat op 'n steierplatform gebruik word, moet in hul posisies gehou word; met dien verstande dat hulle verwyder mag word vir dié tyd en in dié mate wat nodig is om die toegang van persone of die vervoer of verskuiwing van materiaal moontlik te maak.

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

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

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

- (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 gabbord 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 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. In the case of a heavy suspended scaffold the working platform shall be provided with double tubular guard-rails, the top guard-rail to be 3 feet 3 inches above the working platform with the second guard-rail spaced equidistant between the top guard-rail and the working platform. For the purpose of securely fixing the ends of each section of the guard-rails each winch unit shall be provided with a suitable length of standard scaffold tubing firmly secured in a vertical position by means of bolts or welding. The tubular guard-rails shall be fixed to the vertical uprights by means of standard swivel scaffold fittings securely bolted and shall not be removed whilst any person is on the working platform except when the scaffold is being dismantled;

- (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, with the exception of guard-rails relating to heavy suspended scaffolds shall be maintained in position except that they may be removed for 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) die skutreling en toonborde aan die muurkant nie verpligend is nie as die werkers op die platform sit en werk, maar in so 'n geval moet die platform voorsien wees van kables, toue of kettings waaraan die werkers stewig kan vashou en wat die werker kan keer as hy gly.

(xv) Die ruimte tussen die muur en die platform moet so klein moontlik wees, behalwe in die geval waar die werkmense op die platform sit terwyl hulle werk, en in hierdie geval mag die ruimte nie meer as 1 voet 6 duim wees nie.

(xvi) Elke werkplatform van 'n swaar hangsteier moet gemaak wees slegs van timmerplanke van 9 duim by 3 duim en moet ooreenstem met die bepaling van klousule 15 B (ii), (iii) en (iv) van hierdie Ooreenkoms. Hierdie planke moet parallel met die boulyn geplaas word op sodanige wyse dat die hele breedte van die dekysters dig toegemaak is en moet van sodanige lengte wees dat die plekke waar planke oormekaar val, op dekysters sal wees waaraan hulle vasgebout is met boute van minstens 'n halfduim. Bogenoemde werkplatformplanke moet ook aan dekysters vasgebout wees aan die ente van swaar hangsteiers.

Q. Deurgange, loopplanke en trappe.—(i) Elke deurgang of loopplank waarvan enige gedeelte 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 wyd wees.

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

(iii) Wanneer die deurgang of loopplank gebruik word vir die vervoer van materiaal, moet daar gedurig 'n gang oopgehou word wat—

- (a) wyd genoeg is vir die vervoer van materiaal sonder dat dit nodig is om die skutrelings en toonborde te verwyder; en
- (b) in elk geval nie smaller as 2 voet is nie.

(iv) Al die planke van 'n deurgang of loopplank moet so vasgemaak en gestut word dat dit nie te veel of oneweredig deurbuig nie.

(v) Wanneer die skuinste sodanig is dat addisionele vastrapplek nodig is, en in elke geval waar die helling meer as 10 duim per jaart is, moet daar behoorlike trapplatte wees wat—

- (a) op geskikte afstande van mekaar af aangebring is; en
- (b) oor die volle wydte van die deurgang loop, behalwe dat hulle oor 'n wydte van 4 duim onderbreek mag word ten einde die beweging van kruiswaens te vergemaklik.

(vi) Trappe moet oor die hele lengte daarvan voorsien wees van skutrelings.

(vii) Deurgange, loopplanke en trappe van waar 'n persoon meer as 6 voet 6 duim kan val, moet voorsien wees van—

- (a) 'n geskikte skutreling of skutrelings wat 'n deursnee van minstens 9 vierkante duim het, wat minstens 3 voet 3 duim bokant die deurgang, loopplank of trap is en op so 'n manier aangebring is dat die vertikale opening onderkant die skutreling nie meer as 3 voet 3 duim is nie; en
- (b) toonborde wat hoog genoeg is om te voorkom dat materiaal en gereedskap van die deurgang, loopplank of trap af val, wat in geen geval minder as 6 duim hoog mag wees nie en wat so na aan die deurgang, loopplank of trap as moontlik aangebring moet word.

R. Algemene bepalinge betreffende platforms, deurgange, loopplanke en trappe.—(i) Elke platform, deurgang, loopplank of trap moet skoongehou word van alle onnodige hindernisse, vuilgoed, ens.

(ii) Daar moet voorsorgsmaatreëls getref word om te voorkom dat 'n platform, deurgang, loopplank of trap glippery word.

(iii) Geen gedeelte van 'n werkplatform, deurgang of loopplank mag deur los bakstene, rioolpype, skoorsteenpotte of ander los of ongeskikte materiaal gestut word nie.

(iv) Geen werkplatform, deurgang of loopplank mag op 'n geut, 'n balkon of 'n balkonleuning, 'n weerligafleier of ander ongeskikte gedeelte van 'n gebou rus nie.

(v) Daar mag op geen werkplatform, deurgang of loopplank gewerk word nie tensy dit klaar opgerig is volgens die bepalinge van hierdie regulasies en die voorgeskrewe beskermings behoorlik aangebring is.

S. Boksteiers.—(i) Geen boksteiers mag 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 hangplatform opgerig is.

(ii) Die wydte van 'n boksteier wat op 'n platform opgerig is, moet sodanig wees dat daar op die platform genoeg onversperde ruimte vir die vervoer van materiaal of die deurgang van persone is.

(iii) Bokke moet stewig vasgemaak word ten einde te voorkom dat hulle verskuif.

T. Lere.—(i) Elke leer wat gebruik word as 'n verbindingsmiddel, moet minstens 3 voet 3 duim uitsteek bokant die hoogste punt wat bereik moet word deur enigen wat sodanige leer gebruik; so nie, moet een van die staanders tot op daardie hoogte uitsteek sodat dit aan die bopunt as 'n handreling gebruik kan word.

(ii) Lere moet op 'n gelyk en stewige oppervlak staan en nie op los bakstene of ander los materiaal nie.

(iii) Elke leer moet—

- (a) stewig vasgemaak word sodat dit nie van die boonste of die onderste ruspunt kan verskuif nie; of

(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.

(xvi) Every working platform of a heavy suspended scaffold shall be constructed of 9 inch by 3 inch timber planks, only and shall comply with clause 15 B (ii), (iii) and (iv) of this Agreement. These planks shall be placed parallel to the building line in such a manner that the entire width of the deck irons are closely boarded over and shall be of such a length that plank overlaps shall be on deck irons to which they shall be bolted by means of bolts having a diameter of not less than half an inch. The aforementioned working platform planks shall also be bolted to deck, irons at the extremities of heavy suspended scaffolds.

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) 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 sufficient unobstructed space on the platform for the transport of materials or the passage of persons.

(iii) Trestles shall be firmly fixed so as to prevent displacement.

T. Ladders.—(i) Every ladder used as a means of communication shall rise at least 3 feet 3 inches above the highest point to be reached by any person using the ladder or one of the uprights shall be continued to that height to serve as a hand-rail at the top.

(ii) Ladders shall not stand on loose bricks or other loose packing but shall have a level and firm footing.

(iii) Every ladder—

- (a) shall be securely fixed so that it cannot move from its top or bottom points of rest; or

- (b) as die bopunt nie vasgemaak kan word nie, stewig aan die onderpunt vasgemaak word; of
- (c) as dit ook onmoontlik is om dit aan die onderpunt vas te maak, deur 'n man aan die onderpunt vasgehou word sodat dit nie kan gly nie.
- (iv) Daar moet voorkom word dat lere te veel buig.
- (v) Elke staander van 'n leer moet ewe vas en stewig staan.
- (vi) Waar lere verskillende verdiepings met mekaar verbind—
 - (a) moet die lere nie in 'n reguit ry opgestel word nie; en
 - (b) moet 'n beskermende bordes met 'n opening wat so klein moontlik moet wees, op elke verdieping verskaf word.
- (vii) 'n Leer met 'n ontbrekende of defekte sport mag nie gebruik word nie.
- (viii) Geen leer met 'n sport wat gestut word deur spykers, penne of iets dergeliks, mag gebruik word nie.
- (ix) Houtlere moet gemaak wees—

- (a) van staanders wat sterk genoeg is, waarvan die hout vry is van sigbare defekte en waarvan die draad van die hout oor die lengte daarvan strek; en
- (b) met sporte waarvan die hout vry is van sigbare defekte en wat in die staanders ingelaat is deur middel van tapgate; geen sporte mag slegs vasgespyker wees nie.

U. Omheining van openings.—(i) Elke opening wat in die vloer van 'n gebou of in 'n werkplatform gelaat word vir 'n hyserskap of 'n trap of vir die ophys van materiaal of om toegang vir werkmense te verleen of vir enige ander doel, moet voorsien wees—

- (a) van 'n geskikte skutreling of skutrelings met 'n deursnee van minstens 9 vierkante duim, wat minstens 3 voet 3 duim bokant die vloer of platform aangebring moet word en wel op so 'n manier dat die vertikale opening onderkant die skutreling nie meer as 3 voet is nie;
- (b) van toonborde wat hoog genoeg is om te voorkom dat materiaal of gereedskap van die vloer of platform afval, wat in geen geval minder as 6 duim hoog is nie en wat so na aan die vloer of platform as moontlik aangebring moet word.

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

- (a) van 'n geskikte skutreling of skutrelings wat 'n deursnee van minstens 9 vierkante duim het en wat minstens 3 voet 3 duim bokant die vloer of platform aangebring moet word; en die vertikale opening onderkant 'n skutreling mag nie meer as 3 voet wees nie; en
- (b) indien nodig, van toonborde wat hoog genoeg is om te voorkom dat materiaal en gereedskap afval en wat in geen geval minder as 6 duim hoog mag wees nie en so na as moontlik aan die vloer of platform of aan die onderkant van die opening aangebring moet word.

(iii) Die omheining van openings moet, behalwe vir sover die verwydering daarvan in die volgende 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 vir dié tyd en in dié mate wat nodig is om persone toegang daartoe te verleen of materiaal te vervoer of te verskuif, en daarna moet dit onmiddellik teruggeplaas word.

(v) Wanneer werk gedoen word op of oor oop balke, moet die balke stewig met borde bedek word; so nie, moet ander doeltreffende maatreëls getref word om te voorkom dat persone val.

V. Dakwerk.—(i) Niemand mag op 'n dak wat, weens die helling daarvan, die aard van die oppervlakte of die weersgesteldheid, die gevaar inhou dat persone kan val, 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 breekbare materiaal bedek is, moet daar spesiale voorsorgsmaatreëls getref word ten einde te voorkom dat werkers per abuis daarop trap en ten einde die veilige uitvoering van herstelwerk te vergemaklik.

(iii) (a) Wanneer ekstensiewe werk uitgevoer word op 'n dak met 'n helling van meer as 34 (2:3) of wat glipprig is, is die volgende bepalings, waar moontlik, van toepassing:—

- (1) Geskikte skutrelings moet verskaf word;
- (2) 'n Geskikte werkplatform wat stewig gestut en minstens 1 voet 6 duim wyd is, moet verskaf word.
- (3) Geskikte, voldoende en behoorlik vasgemaakte lere, staan- of kruipplanke moet verskaf word.

(b) Wanneer dit, na die mening van die Raad, onmoontlik is om die fasiliteite te verskaf wat in subparagraaf (a) gespesifiseer word—

- (1) moet veiligheidsgordels met toue waarmee die draers daarvan hulle aan 'n soliede struktuur kan vasbind, aan die werkers verskaf en deur hulle gebruik word; en
- (2) moet 'n tweede persoon verskaf word om die tou veilig vas te hou indien dit nie moontlik is om dit aan 'n soliede struktuur vas te bind nie.

W. Diverse bepalings.—(i) Enige gedeelte van die perseel waar 'n werkende of verbygaande persoon waarskynlik getref kan word deur materiaal, gereedskap of ander artikels wat meer as 11 voet val, moet op so 'n manier bedek word dat dit sodanige persone beskerm, tensy ander doeltreffende stappe gedoen is ten einde te voorkom dat voorwerpe van sodanige hoogtes afval.

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

(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) upright 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;

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

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

(iii) (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.

W. Miscellaneous Provisions.—(i) Any part of the premises where any person at work or passing is liable to be struck by materials, tools, or other articles falling more than 11 feet shall be covered in such a manner as to protect such persons, unless other effective steps are taken to prevent falls of objects from such heights.

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

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

(iv) Elke werkplek en ander plek waartoe 'n persoon toegang moet hê, en elke naderingsplek wat daartoe lei, moet op 'n doeltreffende wyse verlig word.

(v) Wanneer nodig, moet spesiale ligte aangebring word op alle gedeeltes van steiers en bouwerke waar materiaal opgehef word.

(vi) In alle gevalle waar geboue opgerig, herstel, verbou, in stand gehou of afgebreek word, moet al die nodige voorsorgsmaatreëls getref word ten einde te voorkom dat die werkers in aanraking kom met 'n lewendige elektriese draad of uitrusting, met inbegrip van laagspanningsdrade en -uitrusting.

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

(viii) Geen materiaal op die terrein moet so gepak of geplaas word dat dit gevaar vir enigiën inhou nie.

X. *Algemene bepalings.*—(i) Elke gedeelte van die struktuur, werkende dele, ankers en hegstoele van elke hyskraan, dwarsloper en windas en van alle ander hysmasjiene en -takel moet—

(a) werktuigkundig goed gebou wees van materiaal wat sterk genoeg, stewig genoeg en vry van defekte is;

(b) goed onderhou en in 'n goeie werkende toestand gehou word; en

(c) waar die konstruksie dit moontlik maak, minstens een maal elke week deur die bestuurder of 'n ander bevoegde persoon ondersoek word in die posisie waarin dit opgerig is.

(ii) Daar moet doeltreffende stappe gedoen word ten einde vas te stel wat die veilige werkrag van elke hystoele is.

(iii) Die maksimum veilige werkrag moet duidelik gemerk word—

(a) op elke kaapstander, windas en katrolblok wat gebruik word om 'n rag op te hys of neer te laat;

(b) op elke laaiboom, paal of mas wat gebruik word om 'n rag van 2,000 lb. of meer op te hys of neer te laat; en

(c) op elke hyskraan.

(iv) In die geval van 'n kraan met 'n laai-arm moet die veilige werkrag duidelik op die verskillende lengtes van die arm gemerk word.

(v) 'n Hyskraan, dwarsloper, windas of enige ander hystoele of gedeelte van sodanige toestel mag nie met 'n swaarder rag as die veilige werkrag belaa word nie, behalwe soos toegelaat in die volgende paragraaf.

(vi) Ten einde 'n hyskraan of ander hystoele of -uitrusting te toets, mag dié rag wat groter as die veilige werkrag is en wat goedgekeur word deur die bevoegde persoon wat aangestel is om die toetse uit te voer, opgelaa word.

(vii) Wanneer daar hyswerk verrig word, moet doeltreffende voorsorgsmaatreëls getref word ten einde te voorkom dat persone onder die rag staan of deurloop.

(viii) Geen rag mag hangende aan 'n hystoele gelaat word nie tensy daar 'n bevoegde persoon is wat werklik verantwoordelikheid aanvaar terwyl die rag aldus hang.

(ix) Niemand onder die leeftyd van 18 jaar mag beheer oor 'n hystoele, met inbegrip van 'n steier en windas, hê of seine aan die bediener gee nie.

(x) Onder gewone werktoustande moet daar slegs een persoon aangestel word as die persoon wat verantwoordelik is om alle seine aan die bestuurder van 'n hyskraan te gee.

(xi) Wanneer hys- of neerlaatwerk verrig word deur middel van 'n kraan en die kraanbestuurder of persoon wat die kraan bedien, nie die rag in al sy posisies kan sien nie, moet een of meer uitkyk- of seinmense so geplaas word dat hulle altyd die rag kan sien solank dit beweeg en die nodige seine aan die hyskraanbestuurder of hyskraanbediener kan gee.

(xii) (a) Daar moet vir elke beweging wat uitgevoer moet word, 'n onderskeidende sein wees wat van so 'n aard is dat die persoon aan wie dit gegee word, dit maklik kan hoor of sien.

(b) Waar 'n klank-, kleur- of ligsein gebruik word, moet dit deur middel van 'n doeltreffende toestel gegee word.

(c) Alle seindrade moet op 'n doeltreffende wyse beskerm word teen toevallige steuring.

(xiii) Motore, ratte, oorbringaste, elektriese drade en ander gevaarlike dele van hystoele moet voorsien word van doeltreffende beskermstukke wat nie verwyder mag word nie terwyl die masjiene of apparaat in gebruik is. As die beskermstukke verwyder moet word, moet hulle so gou moontlik teruggeplaas word deur die persoon wat hulle verwyder, en in elk geval voordat die masjiene en apparaat weer vir gewone werk gebruik word.

(xiv) Die bestuurder van elke kraan of soortgelyke hystoele moet voorsien word van 'n veilige en toegemaakte staanplek of kajuit.

(xv) (a) Waar dit redelikerwys moontlik is, moet die bestuurder se kajuit op elke hyskraan of ander hystoele volledig opgerig word of moet daar doeltreffende voorsiening gemaak word vir die beskerming van die bestuurder teen wind en weer voordat die kraan of ander hystoele in algemene gebruik geneem word.

(b) Gedurende koue weer moet die kajuit van elke kragaan-gedrewe kraan of ander hystoele wat gebruik word, op 'n doeltreffende en geskikte wyse verhit word.

Y. *Windasse, dwarslopers en katrolle.*—(i) Elke gedeelte van die raamwerk van elke dwarsloper of windas, met inbegrip van die draaers, moet van metaal gemaak wees.

(ii) Wanneer draadtoue gebruik word, moet die deursnee van die katrolle of tolle minstens 400 maal die deursnee wees van die drade in die tou, uitgesonderd die kern van die tou.

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

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

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

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

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

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

X. *General Provisions.*—(i) Every part of the structure, working gear and anchoring and fixing appliances of every crane, crab and winch and of all other hoisting machines and tackle shall—

(a) be of good mechanical construction, sound material and adequate strength and substance and free from defect;

(b) be kept in good repair and in good working order; and

(c) as far as the construction permits be examined in position at least once in every week by the driver or other competent person.

(ii) Adequate steps shall be taken to ascertain the safe working load of every hoisting appliance.

(iii) The maximum safe working load shall be plainly marked—

(a) upon every crab, winch and pulley block used in the hoisting or lowering of any load;

(b) upon every derrick, pole or mast used in the hoisting or lowering of any load weighing 2,000 lb. or more; and

(c) upon every crane.

(iv) In the case of a crane fitted with a derricking jib, the safe working load at various radii of the jib shall be plainly marked upon it.

(v) A crane, crab, winch or any other hoisting appliance or any part of such appliance, shall not, except as permitted by the following paragraph, be loaded beyond the safe working load.

(vi) For the purpose of making tests of a crane or other hoisting appliance or gear the safe working load may be exceeded by such amount as the competent person appointed to carry out the tests may authorise.

(vii) During hoisting operations, effective precautions shall be taken to prevent any person from standing or passing under the load.

(viii) No load shall be left suspended from hoisting appliance unless there is a competent person actually in charge while the load is so suspended.

(ix) No person under 18 years of age shall be in control of any hoisting machine, including any scaffold winch or give signals to the operator.

(x) Under normal working conditions one person only shall be appointed as being responsible for giving of all signals to the crane driver.

(xi) When any hoisting or lowering is performed by means of a crane and the crane driver or person operating the crane is unable to see the load in all its position, one or more lookout or signal men shall be stationed so as to see the load throughout its travel and give the necessary signals to the crane driver or person operating the crane.

(xii) (a) For each operation to be performed there shall be a distinctive signal of such a character that the person to whom it is given shall be able to hear or see it easily.

(b) Where a sound, colour or light signal is used, it shall be made by an efficient device.

(c) Every signal wire shall be adequately protected from accidental interference.

(xiii) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards which shall not be removed while the machine or apparatus is in use. If the safeguards have to be removed, they shall be replaced as soon as possible by the persons removing them and in any case before the machines and apparatus are again taken into normal service.

(xiv) The driver of every crane or similar hoisting appliance shall be provided with a safe and covered stand, cab or cabin.

(xv) (a) Where reasonably practicable the driver's cab on every crane or other hoisting machine shall, before the crane or other hoisting machine is put into general use, be completely erected or adequate provision made for the protection of the driver from the weather.

(b) During cold weather the cabin of every power-driven crane or other hoisting appliance in use shall be adequately heated by suitable means.

Y. *Winches, Crabs and Pulleys.*—(i) Every part of the framework of every crab or winch, including the bearers, shall be of metal.

(ii) When wire ropes are used, the diameter of the pulleys or drums shall not be less than 400 times the diameter of the wires in the rope excluding the core of the rope.

(iii) Wanneer wentolle gegroef is—

- (a) moet die radius van die groewe ongeveer dieselfde, maar nie kleiner nie, wees as die radius van die tou; en
- (b) moet die steek van die groewe nie kleiner as die deursnee van die tou wees nie.

(iv) Wentolle moet voorsien word van flense wat keer dat die tou van die tol afgly.

(v) Elke kraan, dwarsloper en windas moet voorsien wees van 'n doeltreffende rem of remme en van alle ander veiligheids-toestelle wat nodig is om te voorkom dat die vrag val terwyl dit hang.

(vi) Die beheerhefboom op elke dwarsloper of windas moet voorsien wees van 'n geskikte sluittoestel.

(vii) Op stoomaangedrewe hysmotore moet die hefboom wat die skakelbeweging van die trurat beheer, voorsien wees van 'n geskikte veerslot.

Z. Hang- en hegstukke.—(i) Alle kables of toue wat op hys-toestelle gebruik word vir die hys of neerlaat van materiaal, moet lank genoeg wees om in elke werkposisie van die toestel minstens twee draaie om die tol te laat.

(ii) Geen tou mag oor 'n gegroefde tol of katrol gebruik word nie indien die deursnee daarvan groter is as die steek van die tolgroewe of die wydte van die katrolgroef.

(iii) Draadtoue moet 'n veiligheidsfaktor van minstens ses hê wanneer dit die maksimum vrag dra. Wanneer die afmetings van draadtoue bereken word, moet dit gedoen word asof die toue slegs onder trekspanning is.

(iv) Geen ketting of draadtou waarin daar 'n knoop is, mag vir die hys of neerlaat van 'n vrag gebruik word nie.

(v) Elke hys- of laaitou of -ketting moet stewig vasgemaak word aan die tol van die hyskraan, dwarsloper of windas wat gebruik word.

(vi) Elke tydelike hegstuk of las van 'n tou, ketting of ander toestel wat gebruik word vir die oprigting of afbreek van 'n kraan, moet doeltreffend en veilig wees.

(vii) Elke tou wat gebruik word vir hys- of neerlaatwerk of om iets daaraan te laat hang, moet van 'n geskikte gehalte, sterk genoeg en in 'n goeie toestand wees.

(viii) Elke ketting, ring, haak, harp, draaiskakel en katrolblok wat gebruik word vir hys- of neerlaatwerk of om iets daaraan te laat hang, moet vooraf getoets word, en die veilige werkvrag en 'n identifikasiemerk moet in duidelike syfers en letters daarop aangebring word.

(ix) Geen uitrusting wat gebruik word as 'n hegstuk of om iets daaraan te laat hang, mag swaarder as met die veilige werkvrag gelaai word nie, behalwe wanneer dit getoets word.

(x) Elke ketting, ring, haak, harp en draaiskakel wat gebruik word vir hys- of neerlaatwerk of om iets daaraan te laat hang, en wat deur middel van sweiswerk verleng, verander of herstel is, moet op 'n doeltreffende wyse getoets en ondersoek word voordat dit weer in gebruik geneem word.

(xi) Elke haak wat vir hys- of neerlaatwerk gebruik word, moet—

- (a) van 'n doeltreffende knip voorsien word ten einde te voorkom dat die strop of vrag van die haak afgly; of
- (b) van so 'n fatsoen wees dat die gevaar daaraan verbonde dat dit kan afgly, tot 'n minimum beperk word.

(xii) Dié gedeeltes van hake wat waarskynlik met toue of kettings in aanraking sal kom wanneer vragte gehys of neergelaat word, moet rond wees.

(xiii) Waar dubbele of meervoudige stroppe vir hys- of neerlaattoeleindes gebruik word, moet die bopunte van die stroppe aan mekaar geheg word deur middel van 'n harp of ring en mag dit nie afsonderlik in die hyshaak geplaas word nie; hierdie vereiste is nie van toepassing nie wanneer die totale vrag wat gehys word, minder is as die helfte van die veilige werkvrag van die haak.

(xiv) Wanneer lywige voorwerpe gehys of neergelaat word, moet die maksimum veilige vrag van die stroppe bepaal word deur nie alleen hul sterkte in aanmerking te neem nie maar ook die hoek van die bene.

(xv) Die skerp kante van 'n vrag mag nie met stroppe, toue of kettings in aanraking kom nie.

(xvi) Alle kettings, toue, stroppe en ander uitrusting wat vir hys- of neerlaat- of hangwerk gebruik word, moet periodiek ondersoek word deur 'n bevoegde persoon, en hierdie persoon se bevinding moet ingeskryf word in 'n sertifikaat of in 'n spesiale register, naamlik in 'n logboek wat toeganklik is vir ondersoek deur die Raad of sy benoemde.

Aa. Hyskrane.—(i) Die platform van elke kraan moet gebou word van defekvrye materiaal en die konstruksie daarvan moet meganies goed wees met die oog op die hoogte en posisie daarvan en op die hys- en reikvermoë van die hyskraan.

(ii) Die platform van elke kraan moet—

- (a) planke of plate hê wat dig teen mekaar is;
- (b) op 'n veilige manier omhein word ooreenkomstig hierdie regulasies;
- (c) voorsien wees van 'n veilige toegang; en
- (d) groot genoeg wees—

- (1) vir die bestuurder of bediener en seinman, in alle gevalle; en
- (2) in die geval van 'n leitou-galgkraan, ook vir die bediener van die swaaimeganisme.

(iii) (a) Elke hegkraan moet of stewig geanker of op 'n doeltreffende wyse met geskikte ballas vasgepak word sodat dit stewig staan en nie wikkell nie.

(iii) When winch drums are grooved—

- (a) the radius of the grooves shall be approximately the same as, but not less than, the radius of the rope; and
- (b) the pitch of the grooves shall not be less than the diameter of the rope.

(iv) Winch drums shall be provided with flanges that prevent the rope from slipping off the drum.

(v) Every crane, crab and winch shall be provided with an efficient brake or brakes and with any other safety device required to prevent the fall of the load when suspended.

(vi) On every crab or winch the control lever shall be provided with a suitable locking device.

(vii) On steam-driven lifting engines the lever controlling the link motion reversing gear shall be provided with a suitable spring-lock arrangement.

Z. Suspension and Attachment.—(i) All cables or ropes used on hoisting appliances for raising or lowering materials shall be long enough to leave at least two turns on the drum at every operating position of the appliance.

(ii) No rope shall be used over a groove drum or pulley if its diameter exceeds the pitch of the drum grooves or the width of the pulley groove.

(iii) Wire ropes shall be such as to have a factor of safety of at least six under the maximum load. In calculating the dimensions of wire ropes the ropes shall be assumed to be under tensile stress only.

(iv) No chain or wire rope which has a knot tied in it shall be used for raising or lowering any load.

(v) Every hoisting or derrecking rope or chain shall be securely fastened to the barrel of the crane, crab or winch with which it is used.

(vi) Every temporary attachment or connection of a rope, chain or other appliance used in the erection or dismantling of a crane shall be adequate and secure.

(vii) Every rope used in hoisting or lowering or as a means of suspension shall be of suitable quality and adequate strength and in good condition.

(viii) Every chain, ring, hook, shackle, swivel and pulley block used for hoisting or lowering, or as a means of suspension shall have been tested and be marked in plain figures and letters with the safe working load and identification mark.

(ix) No gear used for attachment or as a means of suspension shall be loaded beyond its safe working load, except for the purpose of making tests.

(x) Every chain, ring, hook, shackle and swivel used in hoisting or lowering or as a means of suspension which has been lengthened, altered or repaired by welding shall be adequately tested and examined before being again taken into use.

(xi) Every hook used for hoisting or lowering shall either—

- (a) be provided with an efficient catch to prevent the displacement of the sling or load from the hook; or
- (b) be of such shape as to reduce as far as possible the risk of such displacement.

(xii) The parts of hooks liable to come into contact with ropes or chains during the raising or lowering of loads shall be rounded.

(xiii) Where double or multiple slings are used for hoisting or lowering purposes the upper ends of the sling shall be connected by means of a shackle or ring and not be put separately into a lifting hook; this requirement shall not apply when the total load lifted is less than half of the safe working load of the hook.

(xiv) When bulky objects are being raised or lowered, the maximum safe load of slings shall be determined with reference, not only to their strength, but also to the angle of the legs.

(xv) Sharp edges of a load shall not be in contact with slings, ropes or chains.

(xvi) All chains, ropes, slings and other gear used for hoisting or lowering or as a means of suspension shall be periodically examined by a competent person and this person's findings shall be entered on a certificate or in a special register, which shall be in a log book accessible for scrutiny by the Council or its appointee.

Aa. Cranes.—(i) The stage for every crane shall be built of sound material and be of good mechanical construction having regard to its height and position and to the lifting and reaching capacity of the crane.

(ii) The platform of every crane shall—

- (a) be close-planked or plated;
- (b) be securely fenced according to these regulations;
- (c) be provided with safe means of access; and
- (d) be of sufficient area—

- (1) in all cases, for the driver or operator and signalmen; and
- (2) in the case of a guy derrick crane also for the operator of the slewing mechanism.

(iii) (a) Every fixing crane shall either be securely anchored or be adequately weighted by suitable ballast firmly secured to ensure stability.

(b) Wanneer 'n kraan met ballas vasgepak word, moet 'n diagram wat die posisie en grootte van die teengewigte toon, in die bestuurder se kajuit opgeplak word.

(c) Elke loopkraan moet voorsien wees van 'n toestel om dit aan die kraanspore te anker.

(iv) Op elke platform, stellasië of ander plek waarop 'n kraan beweeg, moet daar, so ver moontlik, op elke posisie van die kraan 'n onversperde deurgang met 'n wydte van minstens twee voet wees tussen die bewegende dele van die kraan en die vaste dele of rand van die platform, stellasië of plek.

(v) As dit te eniger tyd ondoenlik is om 'n deurgang met 'n wydte van minstens twee voet op enige plek of punt te verskaf, moet alle redelike stappe gedoen word om te voorkom dat enigeen op so 'n tydstip toegang tot so 'n plek of punt verkry.

(vi) Alle spore waarop 'n loopkraan beweeg, moet van 'n geskikte deursnee wees en 'n gelyk loopoppervlak hê.

(vii) Onderstaande vereistes is van toepassing op elke spoor van 'n loopkraan, afgesien daarvan of dit op die grond rus of bokant die grond is:—

(a) Die hele spoor moet behoorlik aangelê wees;

(b) al die stutte moet sterk genoeg wees en in 'n goeie toestand gehou word; en

(c) die eindpunte van die spoor moet voorsien wees van stootstukke of buffers.

(viii) Alle spore waarop 'n loopkraan beweeg, moet, tensy ander doeltreffende maatreëls getref is om te verseker dat hulle op 'n behoorlike wyse gelas is en wel op so 'n manier dat die dikte van die spore nie wesenlik verander word nie en moet—

(a) deur middel van spalkplate of dubbele spoorstoeplate gelas word; en

(b) behoorlik aan die dwarslêers vasgemaak wees.

(ix) Die spore en draaiskyf van elke loopkraan moet met die grootste sorgvuldigheid en in ooreenstemming met gesonde tegniese beginsels aangelê word.

Bb. Galgkranes.—(i) Daar moet op elke galgkraan duidelik aangetoon word tot op watter lengte die kraanarm gebruik mag word.

(ii) Wanneer die radius van die laaiarm op sy langste is, moet daar minstens nog twee draaie toe om die laaitol wees.

(iii) Die kraanarm van 'n Skotse galgkraan mag nie tussen die agterste ankers van die kraan opgerig word nie.

(iv) Elke kraan wat 'n kraanarm het, moet voorsien wees van 'n doeltreffende grendelreëling tussen die laaikoppelaar en die pal wat die laaitol vashou, behalwe waar—

(a) die hystol en die laaitol afsonderlike aangedryf word; of

(b) die meganisme wat die laaitol aandryf, selfsluitend is.

(v) Waar die ankertoue van 'n leitou-galgkraan nie op punte wat naastenby ewe ver van mekaar af is, vasgemaak kan word nie, moet dié ander maatreëls getref word wat die veiligheid van die kraan sal verseker.

(vi) Al die toestelle wat vir die ankering van 'n kraan gebruik word, moet telkens voordat die kraan opgerig word, ondersoek word.

(vii) 'n Bevoegde persoon moet toesig hou oor die oprigting van hyskranes.

(viii) Die verankering van elke kraan moet elke maal nadat dit op 'n bouterrein opgerig is en voordat dit gebruik word, *in situ* deur 'n bevoegde persoon getoets word.

(ix) Die verankering van kranes moet getoets word deur elke anker te onderwerp aan die maksimum hys- of trekkrag wat uitgeoefen word deur—

(a) of 'n vrag wat 25 persent swaarder as die maksimum vrag is wat opgelig moet word deur die kraan soos dit opgerig is;

(b) of deur 'n kleiner vrag wat so geringskik is dat dit die anker aan 'n ekwivalente trekkrag onderwerp.

(x) Wanneer die trekkrag waaraan 'n anker onderwerp word wanneer dit getoets word, minder is as 25 persent meer as die trekkrag wat deur die maksimum veilige werkvrage uitgeoefen sal word, moet 'n laaidiagram wat pas by die verankering van die kraan, aangebring word op 'n plek waar die hyskraanbestuurder dit maklik kan sien.

Cc. Outomatiese veiligheidsvragwyser.—(i) Geen armkraan, afgesien daarvan of dit 'n vaste arm of 'n laaiarm het, mag gebruik word nie tensy dit uitgerus is met 'n outomatiese wyser wat—

(a) duidelik aan die bestuurder of bediener van die kraan toon wanneer die vrag wat beweeg word, op enige helling van die arm naby is aan die veilige werkvrage van die kraan; en

(b) 'n doeltreffende klanksein laat hoor wanneer die vrag wat beweeg word, op enige helling van die arm swaarder is as die veilige werkvrage van die kraan.

(ii) Die voorgaande paragraaf is nie van toepassing nie op—

(a) 'n leitou-galgkraan;

(b) 'n handkraan wat uitsluitlik gebruik word om 'n ander kraan op te rig of af te breek; of

(c) 'n kraan met 'n maksimum veilige werkkrage van 2,000 lb. of minder;

maar in al sodanige gevalle moet 'n tabel wat die veilige werkvrage op die verskillende lengtes van die laaiarm aantoon, aan die hyskraan geheg gehou word.

Dd. Verskillende reëls betreffende kraanwerk.—(i) (a) 'n Kraan mag nie op 'n ander manier as vir die regstreekse hys of neerlaat van 'n vrag gebruik word nie tensy die stabiliteit daarvan nie daardeur in gevaar gebring word nie.

(b) When a crane is weighted by ballast a diagram showing the position and size of the counterweights shall be posted up in the driver's cab.

(c) Every travelling crane shall be provided with a device for anchoring it to the rails of the crane track.

(iv) On every stage, gantry or other place on which a crane moves there shall, in so far as practicable, be maintained at every position of the crane an unobstructed passageway of a width of at least two feet between the moving parts of the crane and the fixed parts or edge of such stage gantry or place.

(v) If at any time it is impracticable to maintain a passageway of a width of at least 2 feet at any place or point, all reasonable steps shall be taken to prevent the access of any person to such place of point at such time.

(vi) All rails on which a travelling crane moves shall be of adequate section and have an even running surface.

(vii) The following requirements shall apply to every track of a travelling crane, whether resting on the ground or raised above the ground:—

(a) The whole track shall be properly laid;

(b) All the supports shall be of sufficient strength and be maintained in good condition; and

(c) the ends of the track shall be provided with shoes or buffers.

(viii) All rails on which a travelling crane moves, shall, unless other adequate steps are taken to ensure the proper junction of, and to prevent any material alteration in the gauge of the rails—

(a) be jointed by fish-plates or double chairs; and

(b) be securely fastened to sleepers.

(ix) The track and turntable of every travelling crane shall be installed with the greatest care and in conformity with sound technical principles.

Bb. Derrick Cranes.—(i) The maximum radius at which the jib may be worked shall be clearly indicated on every derrick crane.

(ii) When the jib is at the maximum radius there shall not be less than two dead turns of rope on the derricking drum.

(iii) The jib of a Scotch derrick crane shall not be erected between the back stays of the crane.

(iv) Every crane having a derricking jib shall be provided with an effective interlocking arrangement between the derricking clutch and the pawl sustaining the derricking drum, except where—

(a) the hoisting drum and the derricking drum are independently driven; or

(b) the mechanism driving the derricking drum is self-locking.

(v) Where the guys of a guy derrick crane cannot be fixed at approximately equal spacing, such other measures shall be taken as will ensure the safety of the crane.

(vi) The whole of the appliances for the anchorage of a crane shall be examined on each occasion before the crane is erected.

(vii) The erection of cranes shall be supervised by a competent person.

(viii) Each crane shall after each erection on a building site and before used be tested *in situ* for anchorage, by a competent person.

(ix) Cranes shall be tested for anchorage by the imposition on each anchorage of the maximum uplift or pull exerted either—

(a) by a load of 25 per cent above the maximum load to be lifted by the crane as erected; or

(b) by a less load arranged to exert an equivalent pull on the anchorage.

(x) If the pull applied by the test to any anchorage is less than 25 per cent in excess of the pull which would be exerted by the maximum safe working load, a loading diagram appropriate to the crane anchorage shall be affixed in a position where it can readily be seen by the crane driver.

Cc. Automatic Safe Load Indicator.—(i) No jib crane whether having a fixed jib or a derricking jib shall be used unless it is fitted with an automatic indicator which—

(a) indicates clearly to the driver or person operating the crane when the load being moved approaches the safe working load of the crane at any inclination of the jib; and

(b) given an efficient sound signal when the load being moved is in excess of the safe working load of the crane at any inclination of the jib.

(ii) The preceding paragraph does not apply to—

(a) any guy derrick crane;

(b) any hand crane which is being used solely for erecting or dismantling another crane; or

(c) any crane having a maximum safe working load of 2,000 lb. or less;

but in all such cases a table showing the safe working loads at various radii of the jib shall be kept attached to the crane.

Dd. Various Rules Concerning Crane Operations.—(i) (a) A crane shall not be used otherwise than for direct lifting or lowering of a load unless its stability is not thereby endangered.

(b) Geen vraag wat in die hoek tussen die agterste ankers van 'n Skotse galkraan lê, mag deur daardie kraan beweeg word nie.

(ii) Waar meer as een kraan of windas nodig is vir dieselfde hys- of neerlaatwerk—

(a) moet die masjinerie, uitrusting en toestelle wat gebruik word, so gerangskik en aangebring word dat sodanige kraan of windas nooit swaarder as met die veilige werk-vraag daarvan gelaai of onstewig word wanneer die vraag gehys of neergelaat word nie; en

(b) moet 'n persoon spesiaal aangestel word om die werk van die toestelle wat saam werk, te koördineer.

(iii) Wanneer die mening bestaan dat 'n vraag na aan die maksimum veilige werk-vraag is, moet 'n toets uitgevoer word deur die vraag 'n klein entjie te hys ten einde te verseker dat die hystoestelle dit met veiligheid kan dra.

Ee. Hysers.—(i) Hysers (d.w.s. hystoestelle wat voorsien is van 'n hok of platform wat op leibane loop) wat gebruik word om materiaal te hys of neer te laat, moet aan die vereistes van hierdie regulasie voldoen.

(ii) (a) Hyserskagte moet soliede mure hê of op 'n ander doeltreffende wyse omhein word—

(1) aan alle kante op die grondvlak; en
(2) aan alle kante op alle ander vlakke waar toegang daartoe verleen word.

(b) Die mure van hyskagte, uitgesonderd die toegangswêë moet minstens 6 voet 6 duim uitsteek bokant die vloer, platform of ander plek waar toegang daartoe verleen word.

(iii) Toegangswêë tot hystoestelle moet voorsien wees van soliede roosters of ander omheining wat net so doeltreffend is en wat—

(a) minstens 3 voet hoog is; en
(b) outomaties sluit wanneer die hysplatform die bordes verlaat.

(iv) Die toegangswêë tot hystoestelle moet op 'n doeltreffende wyse verlig word.

(v) Die leibane van hysplatforms moet genoeg weerstand bied teen buiging en, in die geval waar dit deur 'n veiligheidsknip gekeer word, teen kromtrekking.

(vi) Die platform moet so gebou word dat vervoer daarop veilig is.

(vii) Op platforms vir die vervoer van trokke, moet die trokke op 'n doeltreffende wyse in 'n veilige posisie op die platform geblok word.

(viii) Teengewigte wat bestaan uit 'n versameling van verskillende stukke, moet gemaak word van spesiaal vervaardigde dele wat stewig aan mekaar verbind is.

(ix) Die teengewig moet in leibane loop.

(x) As twee of meer draadtoue gebruik word, moet die vraag eweredig tussen hulle verdeel word.

(xi) Elke hangtou moet uit een stuk bestaan.

(xii) Die punte van die toue moet aan die platform vasgemaak word deur middel van splitslaste wat stewig met staaldraad vasgebind is of deur dit te verseël of vas te klamp met behulp van touklampe; waar moontlik, moet oorginge gebruik word.

(xiii) Die verankerings van die toue van hangtoug moet doeltreffend en stewig wees.

(xiv) Toue moet lank genoeg wees om minstens twee draaie om die tol te laat wanneer die hok of platform in sy laagste posisie is, en die deursnee van sodanige toue moet sodanige wees dat dit 'n veiligheidsfaktor van minstens agt het wanneer die maksimum vraag gedra word.

(xv) Wanneer draadtoue gebruik word, moet die deursnee van die katrol of tolle minstens 400 maal die deursnee van die draad in die tou wees.

(xvi) Wanneer wentolle gegroef is—

(a) moet die radius van die groewe naasteby dieselfde, maar nie kleiner nie, wees as die radius van die tou; en
(b) moet die steek van die groewe nie kleiner as die deursnee van die tou wees nie.

(xvii) Wentolle moet voorsien wees van flense wat keer dat die tou nie van die tol afgly nie.

(xviii) Dit moet nie moontlik wees om die bewegingsrigting van die hystoestel te verander sonder om dit eers tot stilstand te bring nie.

(xix) Dit moet nie moontlik wees om die hystoestel van die platform af in beweging te bring nie.

(xx) Pale en sperrate waarmee die pale eers ontkoppel moet word voordat die platform neergelaat word, mag nie gebruik word nie.

(xxi) Waar die persoon wat 'n hystoestel bestuur, nie elke posisie van die platform duidelik kan sien nie, moet daar reëlins getref word dat 'n verantwoordelike persoon wat die platform in elke posisie kan sien, doeltreffende tekens aan die hyserbediener gee.

(xxii) (a) Wanneer die platform stilstaan, moet die rem outomaties in werking tree.

(b) Wanneer op- en aflaaiwerk verrig word, moet die platform geblok word deur knippe of ander toestelle benewens die rem.

(xxiii) Hysers moet voorsien word van toestelle wat die wendmotor tot stilstand bring sodra die platform die hoogste stopplek bereik het.

(xxiv) Bokant die hoogste stopplek moet daar genoeg plek vir die onversperde beweging van die hok of platform wees ingeval dit te ver opgedraai word.

(xxv) Geen hystoestel mag gebruik word nie tensy dit deur 'n bevoegde persoon getoets en ondersoek is.

(xxvi) (a) Bostaande bepalinge is van toepassing slegs op hysers wat vir die hys of neerlaat van materiaal gebruik word.

(b) No load which lies in the angle between the back stays of a Scotch derrick crane shall be moved by that crane.

(ii) Where more than one crane or winch is required to lift or lower one head—

(a) the machinery, plant and appliance used shall be so arranged and fixed that no such crane or winch shall at any time be loaded beyond its safe working load or be rendered unstable in the hoisting or lowering of the load; and

(b) a person shall be specially appointed to co-ordinate the operation of the appliances working together.

(iii) When a load is thought to approach the maximum safe working load a trial shall be made by raising the load a short distance to ensure that the hoisting appliances can carry it safely.

Ee. Hoists.—(i) Hoists (i.e. lifting appliances provided with a cage or platform that runs in guides) used for raising and lowering materials shall satisfy the requirements of this regulation.

(ii) (a) Hoist shafts shall be provided with solid walls or other equally effective fencing—

(1) at the ground level on all sides; and
(2) at all other levels on all sides to which access is provided.

(b) The walls of hoist shafts, except at approaches, shall extend at least 6 feet 6 inches above the floor, platform or other place to which access is provided.

(iii) Approaches to hoists shall be provided with solid grates or other equally effective fencing which—

(a) are at least 3 feet high; and
(b) close automatically when the hoist platform leaves the landing.

(iv) Approaches to hoist shall be adequately lighted.

(v) The guides of hoist platforms shall offer sufficient resistance to bending and, in the case of jamming by a safety catch, to buckling.

(vi) The platform shall be so constructed that safe transport is ensured.

(vii) On platform for truck transport the trucks shall be efficiently blocked in a safe position on the platform.

(viii) Counterweights consisting of an assemblage of several parts shall be made of specially constructed parts rigidly connected together.

(ix) The counterweight shall run in guides.

(x) If two or more wire ropes are used the load shall be equally distributed between them.

(xi) Each suspension rope shall be in one piece.

(xii) The rope ends shall be fastened to the platform attachment by splicing and tight binding with steel wire, by sealing or by clamping with the aid of rope clamps; wherever possible, thimbles shall be used.

(xiii) Drum anchorages of suspension ropes shall be adequate and secure.

(xiv) Ropes shall be long enough to leave at least two turns on the drum when the cage or platform is at its lowest position, and be of such diameter as to have a safety factor of at least eight under the maximum load.

(xv) When wire ropes are used, the diameter of the pulley or drums shall not be less than 400 times the diameter of the wires in the rope.

(xvi) When winch drums are grooved—

(a) the radius of the grooves shall be approximately the same as, but not less than, the radius of the rope; and
(b) the pitch of the grooves shall not be less than the diameter of the rope.

(xvii) Winch drums shall be provided with flanges that prevent the rope from slipping off the drum.

(xviii) It shall not be possible to reverse the motion of the hoist without first bringing it to rest.

(xix) It shall not be possible to set the hoist in motion from the platform.

(xx) Pawls and ratchet wheels with which the pawl must be disengaged before the platform is lowered shall not be used.

(xxi) Where the person operating the hoist cannot see clearly every position of the platform, arrangements shall be made for effective signals to be given to the hoist operator by a responsible person who can see the platform at each position.

(xxii) (a) When the platform is at rest the brake shall be applied automatically.

(b) During loading and unloading the platform shall be blocked by catches or other devices in addition to the brake.

(xxiii) Hoists shall be provided with devices that stop the winding-engine as soon as the platform reaches its highest stopping-place.

(xxiv) Above the highest stopping-place a clearance shall be provided high enough to allow sufficient unobstructed travel of the cage or platform in case of overwinding.

(xxv) No hoist shall be used unless it has been tested and examined by a competent person.

(xxvi) (a) The above provisions apply only to hoists used for raising or lowering materials.

(b) Geen hyser mag vir die vervoer van persone gebruik word nie tensy—

- (1) 'n bevoegde owerheid magtiging vir sodanige gebruik verleen het; of
- (2) die hyser voldoen aan die voorwaardes wat gestel is vir die installering en werking van hysers wat gebruik word vir die vervoer van persone in nywerheidsondernemings.

(xxvii) Ondergenoemde kennisgewings, in albei die amptelike tale en ook in Zoeloe en Sotho en in duidelik leesbare letters, moet in 'n opvallende plek opgeplak word:—

(a) Op alle hysers—

- (1) op die platform—die dravermoë, in lb. of ander geskikte standaardgewigsterme; en
- (2) op die wenmotor—die hysvermoë, in lb. of ander geskikte standaardgewigsterme;

(b) op hysers wat goedgekeur of gesertifiseer is vir die vervoer van persone, op die platform of hok—die maksimum getal persone wat op 'n keer vervoer mag word;

(c) op hystestelle vir goedere alleen—by elke toegang tot die hyser: "Goederehyser! Gebruik deur persone verbode" ("Goods Hoist! Use by persons prohibited").

Ff. *Diverse bepalings.*—(i) Daar moet voorsorgsmaatreëls getref word vir die beveiliging van werkmense wat 'n kraan of hyser ondersoek of olie. Sodanige kraan of hyser mag nie ondersoek word terwyl in werking is nie.

(ii) Niemand mag deur 'n kraan opgehef of gedra word nie behalwe op die bestuurs se platform, en niemand mag in die hyser vir kruitwaens of trôe ry nie.

(iii) Elke deel van 'n vrag moet, terwyl dit gehys of neergelaat word, op 'n doeltreffende wyse opgehang of gestut word sodat dit geen gevaar vir persone inhou nie.

(iv) (a) Elke houer wat gebruik word vir die hys van bakstene, teëls, leiklip of ander materiaal, moet so toegemaak word dat die materiaal nie daaruit kan val nie.

(b) As los materiaal of gelaai kruitwaens regstreeks op 'n platform geplaas word om dit op te hys of neer te laat, moet die platform ingehok wees.

(c) Materiaal mag nie so opgehef, neergelaat of die bewegingsnelheid daarvan so verminder word nie dat dit skielike rukke meebring.

(v) Wanneer 'n kruitwa opgehef word, moet die wiel nie as 'n steunpunt gebruik word nie tensy doeltreffende stappe gedoen is om te voorkom dat die as uit die laers glijp.

(vi) Wanneer 'n spesiale windas gebruik word, moet dit op so 'n manier met toue vasgebond word dat dit nie teen die steiers kan stamp nie.

(vii) Arms vir die hys van materiaal mag nie aan staander- of verlengingspale vasgemaak word nie.

(viii) Wanneer geen arm nie maar slegs 'n toukatrol gebruik word, kan sodanige toukatrol aan 'n kruisbalk vasgemaak word indien die kruisbalk—

(a) sterk genoeg is en aan minstens twee staanders of verlengings vasgemaak is op die manier wat vir steierbalkke voorgeskryf word; en

(b) nie terselfdertyd as 'n steierbalk vir die steier gebruik word nie.

(ix) Wanneer 'n hystoestel of 'n gedeelte daarvan langs 'n steier beweeg, moet doeltreffende maatreëls getref word om te voorkom dat persone op die steier deur sodanige toestel of 'n gedeelte daarvan gestamp word.

(x) Op punte waar daar 'n gereelde vloei van verkeer is, moet vragte in 'n geslote ruimte opgehef word of, as dit onmoontlik is (bv. in die geval van lywige voorwerpe), moet daar maatreëls getref word om die verkeer op daardie tydstop terug te hou of af te lei.

(xi) Doeltreffende stappe moet gedoen word ten einde te voorkom dat 'n vrag wat opgehef of neergelaat word, op so 'n manier met voorwerpe in aanraking kom dat 'n deel van die vrag of voorwerp verskuif word.

Gg. *Veiligheidsuitrusting.*—(i) Waar nodig, moet die werkgewer die werkmense voorsien van genoeg gasmaskers, stofbrille en veiligheids gordels van die goedgekeurde tipes.

(ii) Veiligheids gordels moet voorsien wees van veiligheidstoue wat lank en sterk genoeg is.

Hh. *Reddingsuitrusting.*—Wanneer werk verrig word naby plekke waar daar gevaar is dat iemand kan verdrink, moet al die nodige uitrusting verskaf en in gereedheid gehou word en moet al die nodige stappe gedoen word om 'n persoon wat in gevaar verkeer, onmiddellik te red.

Ii. *Eerstehulpuitrusting.*—(i) Op elke plek waar daar bouwerk verrig word, moet eerstehulpkissies of -kaste, wat gereedelik toeganklik en duidelik gemerk is, verskaf word vir die onmiddellike behandeling van alle beserings wat in die loop van die werk opgedoen word.

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

Jj. *Mededeling van regulasies aan werkers.*—Kopieë van hierdie regulasies of die uittreksels daarvan wat die Raad mag voorskryf, moet aan die werkers oorhandig of op 'n opvallende wyse op geskikte plekke opgeplak word en opgeplak gehou word.

Kk. *Plig van werkgewer om aan hierdie regulasies te voldoen.*—Dit is die plig van die werkgewer om aan hierdie regulasies te voldoen.

Ll. *Samewerking van werkers en ander persone op wie hierdie Ooreenkoms van toepassing is, met die werkgewer.*—(i) Elkeen op wie hierdie Ooreenkoms van toepassing is, moet met die werkgewer saamwerk om hierdie regulasies uit te voer.

(b) No hoist shall be used for the conveyance of persons unless—

- (1) such use has been authorised by the competent authority; or
- (2) the hoist complies with the conditions laid down for the installation and operation of lifts used for the conveyance of persons in industrial undertakings.

(xxvii) The following notices shall be posted up in a conspicuous place and in very legible characters in both official languages and also in Zulu and Sesutho:—

(a) On all hoists—

(1) on the platform; the carrying capacity in lb. or other appropriate standard terms of weight; and

(2) on the winding-engine; the lifting capacity in lb. or other appropriate standard terms of weight;

(b) on hoists, authorised or certified for the conveyance of persons; on the platform or cage; the maximum number of persons to be carried at one time;

(c) on hoists for goods only; on every approach to the hoist; "Goods Hoist! Use by persons prohibited". G. Goederehyser! Gebruik deur persone verbode").

Ff. *Miscellaneous Provisions.*—(i) Precautions shall be taken to safeguard the workmen examining or lubricating a crane or hoist. Examination shall not be conducted whilst such crane or hoist is in operation.

(ii) No person shall be lifted or carried by a crane except on the driver's platform, or ride in a barrow hoist or in a hod hoist.

(iii) Every part of a load in course of being hoisted or lowered shall be adequately suspended and supported so as to prevent danger to persons.

(iv) (a) Every receptacle used for hoisting bricks, tiles, slates or other material shall be so closed as to prevent the fall of any of the material.

(b) If loose materials or loaded wheelbarrows are placed directly on a platform for raising or lowering, the platform shall be closed in.

(c) Material shall not be raised, lowered or slowed in such a way as to cause sudden jerks.

(v) In hoisting a barrow, the wheel shall not be used as a means of support unless efficient steps are taken to prevent the axle from slipping out of the bearings.

(vi) When a special ginpole is used, it shall be secured by ropes in such a way that it cannot knock against the scaffolds.

(vii) Jibs for hoisting materials shall not be attached to standard or extension poles.

(viii) When no jib but only a rope pulley is used the latter may be attached to a cross-beam if the cross-beam—

(a) has sufficient strength and is fixed to at least two standards or extensions in the way prescribed for ledges; and

(b) does not at the same time serve as a ledge for the scaffold.

(ix) If a hoisting appliance or any part thereof moves along a scaffold, adequate measures shall be taken to prevent persons on the scaffold from being struck by the appliance or any part of it.

(x) The hoisting of loads at points where there is a regular flow of traffic shall be carried out in an enclosed space, or if this should be impossible (e.g. in the case of bulky objects), measures shall be taken to hold up or divert the traffic for the time being.

(xi) Adequate steps shall be taken to prevent a load in course of being hoisted or lowered from coming into contact with any objects in such manner that part of the load or object may become displaced.

Gg. *Safety Equipment.*—(i) Where necessary the employer shall provide the workmen with a sufficient number of respirators, goggles and safety belts of approved types.

(ii) Safety belts shall have life lines of sufficient length and strength.

Hh. *Rescue Equipment.*—When work is carried on in proximity to any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use, all necessary steps taken for the prompt rescue of any person in danger.

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

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

Jj. *Communication of Regulations to Workers.*—Copies of these regulations or such extracts thereof as may be prescribed by the Council, shall be handed to the workers or conspicuously posted up and maintained at suitable places.

Kk. *Duty of Employers to Comply with these Regulations.*—It shall be the duty of the employer to comply with these regulations.

Ll. *Co-operation of Workers and Other Persons upon Whom this Agreement is Binding with the Employer.*—(i) Every person upon whom this Agreement is binding shall co-operate with the employer in carrying out these regulations.

(ii) Elkeen op wie hierdie Ooreenkoms van toepassing is, moet alle defekte wat hy in die uitrusting of toestelle mag ontdek, verhelp of aan die werkgewer rapporteer en moet alle handelings van enigeen wat waarskynlik 'n ongeluk kan veroorsaak, aan die werkgewer of voorman rapporteer.

(iii) Niemand op wie hierdie Ooreenkoms van toepassing is, mag enige uitrusting of veiligheidsstelsel wat by bostaande regulasies vereis word, sonder die magtiging van die werkgewer of sy verantwoordelike voorman verskuif, wegneem, beskadig, vernietig of daaraan peuter nie.

(iv) Enigeen op wie hierdie Ooreenkoms van toepassing is, moet behoorlik gebruik maak van al die beskermings- of veiligheidsstelsel of ander toestelle wat vir sy beskerming verskaf word en moet al die veiligheidsinstruksies gehoorsaam wat op sy werk betrekking het.

16. NATWEERSKUILING.

By alle persele waar boubedrywighede aan die gang is, moet werkgewers geskikte akkommodasie verskaf—

- (a) om as skuiling vir werknemers gedurende nat weer te dien;
- (b) om as kleekamer te dien; met dien verstande dat hierdie bepaling nie van toepassing is nie op persele waar minder as 10 werknemers in diens is of waar die omstandighede eie aan die perseel of die aard van die werk wat aan die gang is, nie akkommodasie vir 'n kleekamer toelaat nie.

17. LATRINES.

(1) Werkgewers moet by alle kontrakterreine en werkpersele behoorlike sanitêre geriewe, met geveerde of gesjablonerde letters van minstens twee duim hoog buite op die deur om aan te dui watter ras dit moet gebruik, vir Blanke en nie-Blankes verskaf. Waar daar rioolaansluitpunte bestaan, moet latrines daarby aangesluit word voordat daar met die werk begin word. In ander gevalle waar ander stelsels gebruik moet word, moet daar behoorlike en daaglikse toesig gehou word ten einde sinderlikheid en gesondheid te verseker. Die bepalings betreffende rioolaansluitings is nie in die munisipale gebied van Pretoria waar die verordenings in verband met tydelike latrines nagekom moet word, van toepassing nie.

(2) By die toepassing van hierdie klousule beteken 'n latrine behoorlike sanitêre geriewe gebou met drie mure en 'n dak en bestaande uit beton, stene, hout, yster of 'n kombinasie daarvan of ander geskikte materiaal met 'n deur met behoorlike skarniere en 'n geskikte geskaafde houtbril of 'n ander geskikte bril. Die geheel moet so gebou wees dat dit 'n weerdigte skuiling verskaf wat van binne af vasgemaak kan word en die minimum vloer-ruimte van 'n latrine moet minstens 2 voet 9 duim in die vierkant wees en minstens 6 voet hoog.

18. VERVERSINGS.

(1) Elke werkgewer moet op alle kontrakterreine en werkpersele—

- (a) 'n persoon beskikbaar stel om in die oggend, middag en namiddag vir sy werknemers tee te maak;
- (b) 'n geskikte houer met 'n kraan en 'n deksel verskaf, en dit in 'n behoorlike toestand en skoon hou, en sodanige houer mag vir geen ander doel gebruik word as om skoon water daarin te kook nie.

(2) Alle werknemers is geregtig op 'n teepouse in die oggend en in die middag en elke teepouse moet minstens 5 minute duur.

(3) By werk waar minstens 25 werknemers gewoonlik werksaam is, moet die werkgewer 'n eetkamer met tafels en banke van geskaafde hout verskaf, en daar moet daaglikse toesig daarvoor gehou word ten einde sinderlikheid te verseker, en sodanige eetkamer is nie vir die teepouses of gedurende werkure beskikbaar nie.

19. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms en mag vir die leiding van die werkgewers en die werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie, en alle sake waarvoor 'n subkomitee tot 'n beslissing moet geraak of mag geraak, kan deur enigeen wat deur so 'n beslissing veronreg voel, by wyse van appél na die Raad verwys word.

20. VRYSTELLINGS.

(1) Die Raad mag om afdoende redes skriftelik vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan 'n persoon of persone verleen.

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

(3) 'n Vrstellingsertifikaat, onderteken deur die sekretaris, moet uitgereik word aan elkeen wat vrygestel word. 'n Sertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is, geldig nie.

(4) Die Raad mag te eniger tyd gedurende die tydperk waarvoor 'n vrystellingsertifikaat uitgereik is, sodanige sertifikaat wysig of intrek sonder om sy redes te meld.

(5) 'n Werkgewer moet dié gewysigde voorwaardes van 'n vrystellingsertifikaat wat ooreenkomstig die bepalings van hierdie klousule verleen is, nakom.

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

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

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

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

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

16. WET WEATHER SHELTER.

At any site where building operations are being conducted, employers shall provide suitable accommodation—

- (a) to serve as a shelter for employees during wet weather;
- (b) to serve as a change-room provided that this provision shall not apply on sites where less than ten employees are employed or where the circumstances peculiar to the site or the nature of the work in progress do not permit of accommodation for a change-room.

17. LATRINES.

(1) Proper sanitary accommodation shall be provided by employers on all contract sites and working premises for white and non-whites separately, marked on the outside of the door in painted or stencilled letters of at least two inches high, to indicate the race for the use of which they are intended. Wherever sewerage points exist, latrines must be connected thereto before the job is started, in other cases where other systems have to be used, proper and daily supervision must be carried out so as to ensure cleanliness and hygiene. The provisions to sewerage points shall not apply in the municipal area of Pretoria, where the by-laws in regard to temporary latrines must be observed.

(2) For the purpose of this clause, a latrine means proper sanitary accommodation, constructed of three walls and roof, composed of concrete, brickwork, wood, iron, or any combination thereof, or any other suitable material, with a properly hinged door and suitable planed wooden seating or any other suitable seating, the whole to be so constructed to provide a weather-proof shelter, capable of being secured from the inside, the minimum floor space of a latrine shall not be less than two feet nine inches square with a minimum height of six feet.

18. REFRESHMENTS.

(1) Every employer shall provide on all contract sites and working premises:—

- (a) a person for the preparation of tea for his employees in the morning, at noon and in the afternoon;
- (b) a suitable container fitted with a tap and a lid to be properly maintained and kept clean and not to be used for any purpose other than boiling clean water.

(2) All employees shall be entitled to a tea interval in the morning and in the afternoon and each tea interval shall not be less than five minutes.

(3) On jobs where not less than 25 employees are ordinarily employed the employer shall provide a mess room with planed tabled and benches, which shall be supervised daily to ensure cleanliness and this shall not be available for ten intervals or during working hours.

19. ADMINISTRATION OF AGREEMENT.

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

20. EXEMPTIONS.

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

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this 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 certificate of exemption whether or not the period for which exemption was granted has expired.

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

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

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

21. KOSTE DEUR DIE RAAD AANGEGAAN.

(1) Ten einde die koste van die Raad te bestry, moet elke werkgewer ooreenkomstig die prosedure wat in hierdie klousule voorgeskryf word, weekliks 'n bedrag van 10 sent betaal ten opsigte van elke werknemer in sy diens vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word, uitgesonderd werknemers wat vroeër gedurende sodanige week vir 8 uur of meer vir 'n ander werkgewer gewerk het, met dien verstande dat geen bedrag ten opsigte van 'n werknemer wat minder as 8 uur in 'n week van Maandae tot en met Vrydae vir 'n werkgewer werk; betaal word nie. 'n Werkgewer mag 'n bedrag van 5 sent vir sodanige week van die loon van sodanige werknemer aftrek.

(2) Die werkgewer moet op elke betaaldag aan elke betrokke werknemer 'n bewys ter waarde van 10 sent uitreik, en elke werknemer moet sodanige bewys in sy bydraekaart, wat hy self moet bewaar, plak.

(3) Die werkgewer moet die bewyse wat in subklousule (2) hiervan bedoel word, aankoop van die sekretaris en die werkgewer moet te alle tye 'n voldoende hoeveelheid daarvan in voorraad hou; met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte bewyse van die Raad kan verkry. Aansoek om sodanige terugbetaling moet by die Raad gedoen word nie later nie as ses maande ná die datum waarop hierdie Ooreenkoms verstryk.

(4) Elke werknemer vir wie die bepaling van hierdie Ooreenkoms bindend is, moet binne 20 dae nadat hy diens in die Nywerheid aanvaar het, om 'n bydraekaart aansoek doen, en elke werkgewer vir wie die bepaling van hierdie Ooreenkoms bindend is, moet seker maak dat sodanige werknemer binne 20 dae ná die datum waarop hy begin werk het, 'n bydraekaart besit.

(5) Die sluitingsdatum van 'n bydraekaart is die laaste Vrydag in Oktober elke jaar, en alle bewyse wat later as die laaste Vrydag in Oktober ooreenkomstig subklousule (2) hiervan aan 'n werknemer uitgereik word, moet in sy bydraekaart vir die daaropvolgende jaar geplak word.

(6) Elke werknemer moet so gou moontlik na die laaste Vrydag in Oktober elke jaar en op of voor 20 November sy bydraekaart by die sekretaris indien in ruil vir 'n kwitansiekaart.

(7) Bydraekaarte en bewyse is nie oordraagbaar nie en mag ook nie gesedeer of verpand word nie.

(8) Die Raad mag na goedvinde die bewys en bydraekaart wat in hierdie klousule bedoel word, kombineer met enige ander bewys of bydraekaart wat die Raad ten opsigte van enige ander fonds wat hy administreer, uitgereik het.

22. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree, in die Nywerheid is, moet, as hy dit nie alreeds ingevolge 'n vorige Ooreenkoms gedoen het nie, binne 3 maande die volgende besonderhede aan die sekretaris verstrek op 'n vorm wat deur die Raad voorgeskryf word:—

(i) Volle naam.

(ii) Besigheidsadres.

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

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

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

(2) Die sekretaris moet 'n register byhou van alle werknemers wat in subklousule (1) hiervan bedoel word.

(3) Elke geregistreerde werkgewer moet die Raad binne 14 dae vanaf die datum van enige verandering in die besonderhede wat by registrasie verstrek is, skriftelik van sodanige verandering in kennis stel.

23. KENNISGEWINGBORD.

(1) Elke werkgewer en alle werkgewers in 'n vennootskap moet, wanneer hy of hulle bouwerk verrig, 'n kennisgewingbord van minstens 2 voet by 1½ voet of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek waartoe die publiek toegang het, en sodanige kennisgewingbord moet die besigheidsnaam en die besigheidsadres van sodanige werkgewer of vennootskap verstrek.

(2) Hierdie klousule is alleen van toepassing op werk wat 7 dae of langer duur.

(3) Die naam van die werkgewersorganisasie waarvan die werkgewer lid is, moet ook gemeld word op die kennisgewingbord wat in subklousule (1) bedoel word.

24. AGENTE.

(1) Die Raad moet ingevolge die bepaling van artikel twee-entsestig (7) van die Wet een of meer persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepaling van hierdie Ooreenkoms en moet sodanige agente van sertifikate wat deur die sekretaris of 'n gemagtigde persoon geteken is, voorsien. 'n Agent het die reg om—

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

(b) enigeen wat hy in of op die perseel of plek vind, alleen of in die teenwoordigheid van ander persone, soos hy goedvind, mondelings te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige persoon te vereis om op die vraag wat gestel word, te antwoord;

21. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall pay to the Council in accordance with the procedure prescribed in this clause, an amount of ten cents per week in respect of each employee in his employ for whom wages are prescribed in Clause 4 of this Agreement, excluding employees who have worked previously for eight hours or more for another employer during such week, provided that no payment shall be made in respect of an employee who works less than eight hours in any week from Mondays to Fridays (inclusive) for an employer. An employer may deduct from the wage of such employee an amount of five cents for such week.

(2) The employer shall on each pay day issue to each employee concerned a voucher to the value of 10 cents and each employee shall affix such voucher in his contribution card which shall be retained by the employee.

(3) The vouchers referred to in sub-clause (2) shall be purchased by the employer from the Secretary and an adequate supply thereof shall at all times be maintained by the employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such refund shall be made to the Council not later than six months after the date of expiration of this Agreement.

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

(5) The closing date in a contribution card in each year shall be the last Friday in October and all vouchers issued to an employee in terms of sub-clause (2) hereof subsequent to the last Friday in October, shall, be affixed in his contribution card for the ensuing year.

(6) As early as possible after the last Friday in October each year, and not later than the 20th November, each employee shall deposit his contribution card with the Secretary in exchange for a receipt card.

(7) Contribution cards and vouchers are not transferable, nor can they be ceded or pledged.

(8) The Council may at its discretion combine the voucher and contribution card referred to in this clause with any other voucher or contribution cards issued by the Council in respect of any other fund administered by the Council.

22. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Industry at the date on which this Agreement comes into operation who has not already done so in pursuance of a previous Agreement, shall within three months, forward to the Secretary on a form prescribed by the Council, the following particulars:—

(i) Full name.

(ii) Business address.

(iii) The trade or trades which he is carrying on in the Industry.

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

(c) Where the employer is a partnership or company information in accordance with paragraph (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 also be furnished.

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

(3) Every registered employer shall notify the Council in writing of any change in the particulars furnished on registration within fourteen days of such change.

23. NOTICE BOARD.

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board of a size not less than 2 feet by 1½ feet or a notice board approved by the Council, showing the business name and business address of such employer or partnership.

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

(3) The name of the employers' organisation of which the employer is a member shall also be shown on the notice board referred to in sub-clause (1).

24. AGENTS.

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

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

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

- (c) te vereis dat dié boeke, tydstate, registers of dokumente wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, getoon moet word en om dit te inspekteer, te ondersoek of 'n afskrif daarvan te maak.
- (2) Wanneer die agent 'n perseel betree, inspeksie- of ondersoekwerk verrig, mag hy 'n tolk met hom saamneem.
- (3) Elkeen op wie die bepalings van hierdie Ooreenkoms van toepassing is, moet die agent al die fasiliteite verleen wat in hierdie klousule bedoel word.

25. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Werkgewers en werknemers mag geen werk in die Nywerheid verrig in die tydperke hieronder gemeld nie:—

1965. Tussen 5 nm. op 17 Desember 1965 en 7 vm. op 10 Januarie 1966;
1966. Tussen 5 nm. op 15 Desember 1966 en 7 vm. op 9 Januarie 1967;
1967. Tussen 5 nm. op 15 Desember 1967 en 7 vm. op 7 Januarie 1968;

of op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag, Nuwejaarsdag en in elke vyfde jaar met ingang 1966, Republiekdag.

(2) Geen werkgever mag van 'n werknemer vereis om gedurende die vakansietyd voorgeskryf in subklousule (1) of op die vakansiedae wat in die subklousule bedoel word, werk in die Nywerheid te verrig en geen werknemer mag sodanige werk gedurende sodanige dae onderneem nie.

26. VAKVERENIGINGSBEMPOTES.

Bempotes van die vakverenigings het in die gewone loop van hul pligte toegang tot die bouterreine en werkwinkels gedurende werke, maar word nie toegelaat om sonder dat hulle vooraf die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger ontvang het, die voortsetting van werk te belemmer nie.

27. VERBOD OP PRIVATE VERVOER.

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

28. EERSTEHULP.

(1) Elke werkgever moet 'n eerstehulpkissie wat op 'n bevredigende wyse toegerus is, wat van hout, metaal, plastiek of 'n komposisie daarvan vervaardig is, en wat van 'n geskikte deur of deksel voorsien is om te verseker dat dit skoon bly, op alle werkplekke en in alle werkwinkels verskaf en in 'n goeie toestand hou.

(2) Op alle werkplekke en in alle werkwinkels waar meer as 100 persone werksaam is, moet 'n addisionele kistie vir elke addisionele 100 persone verskaf word. Die getal eerstehulpkissies word bereken volgens die grootste getal persone wat op 'n bepaalde tyd in diens geneem is en 'n breuk van 100 word beskou as 100.

(3) Elke eerstehulpkissie moet geskikte toestelle en benodigdhede bevat ooreenkomstig die aard van die werksaamhede wat uitgevoer word.

(4) Niks behalwe toestelle en benodigdhede vir eerstehulp mag in die eerstehulpkissie gehou word nie.

(5) Elke eerstehulpkissie moet gehou word op 'n plek wat gereedelik toeganklik is ingeval van ongelukke, en daar moet minstens een sodanige kistie op elke verdieping van 'n gebou wees indien die Raad dit vereis.

(6) 'n Kennisgewingbord wat aandui waar 'n eerstehulpkissie geplaas is en wat die naam is van die persoon wat vir sodanige kistie verantwoordelik is, moet op 'n opvallende en toeganklike plek aangebring word.

29. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms, in albei amptelike in elke werkwinkel, werkplek of werf waar hy sy besigheid beoefen in 'n opvallende plek wat maklik vir al sy werknemers toeganklik is, vertoon.

30. INDIENSNEMING VAN JEUGDIGES.

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

31. ALGEMEEN.

Geen werkgever of werknemer mag van die bepalings van hierdie Ooreenkoms afsien nie, afgesien daarvan of genoemde bepalings 'n voordeel skep vir of 'n verpligting plaas op die betrokke werkgever of werknemer. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, en is onafhanklik van die bestaan van die ander bepalings. Ingeval enige bepaling, subklousule of klousule van hierdie Ooreenkoms nie in werking is nie of *ultra vires* is vir sover dit die bevoegdheid van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die Staatskoerant deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms sal uitmaak.

Te Johannesburg onderteken op hede die twintigste dag van Oktober 1965.

J. A. BARROW, *Voorsitter*.
G. TAYLOR, *Ondervoorsitter*.
T. J. MARCHAND, *Sekretaris*.

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

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

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

25. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

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

- 1965: Between 5.00 p.m. on the 17th December, 1965, and 7.00 a.m. on the 10th January, 1966;
1966: Between 5.00 p.m. on the 15th December, 1966 and 7.00 a.m. on the 9th January, 1967;
1967: Between 5.00 p.m. on the 15th December, 1967 and 7.00 a.m. on the 7th January, 1968;

or on Good Friday, Easter Monday, Ascension Day, the Day of the Covenant, Christmas Day, New Year's Day in every fifth year commencing in 1966, Republic Day.

(2) No employer shall require an employee to perform, and no employee shall perform any work in the Industry during the holiday period prescribed in sub-clause (1) nor on the holidays referred to in the sub-clause.

26. TRADE UNION OFFICIALS.

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

27. PROHIBITION OF PRIVATE TRANSPORT.

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

28. FIRST-AID.

(1) Each employer shall provide and maintain in good condition a satisfactorily equipped first-aid box, made of wood, metal or plastic or any composition thereof, fitted with a suitable door or lid to ensure cleanliness on all jobs and in all workshops.

(2) On all jobs and in all workshops where more than one hundred persons are employed, an additional box for every additional one hundred persons shall be provided. The number of first-aid boxes shall be calculated on the largest number of persons employed at any one time and any fraction of one hundred shall be reckoned as one hundred.

(3) Each first-aid box shall contain suitable appliances and requisites in accordance with the nature of activities carried on.

(4) Nothing except appliances and requisites for first-aid shall be kept in the first-aid box.

(5) Each first-aid box shall be kept in a place readily accessible in case of accident, and there shall be at least one such box on each floor of a building, if the Council so requires.

(6) A notice shall be fixed in a prominent and accessible place indicating where a first-aid box is placed and the name of the person in charge of such box.

29. EXHIBITION OF AGREEMENT.

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

30. EMPLOYMENT OF JUVENILES.

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

31. GENERAL.

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, sub-clause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, sub-clause or clause of this Agreement being inoperative or *ultra vires*, the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, shall in no way affect the remainder of the Agreement which shall in that event, constitute the Agreement.

Signed at Johannesburg on this twentieth day of October, 1965.

J. A. BARROW, *Chairman*.
G. TAYLOR, *Vice-Chairman*.
T. J. MARCHAND, *Secretary*.

No. R. 143.] [28 Januarie 1966.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEPUBLISEER BY OOR-
LOGSMAATREËL No. 43 VAN 1942, SOOS GE-
WYSIG.

BOU- EN MONUMENTKLIPMESSSELNYWERHEID,
TRANSVAAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) 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 Bou- en Monumentklipmesselnywerheid, wat by Goewermementskennisgewing No. R. 142 van 28 Januarie 1966 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 144.] [28 Januarie 1966.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

BOU- EN MONUMENTKLIPMESSSELNYWERHEID,
TRANSVAAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens artikel twee-en-twintig (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bou- en Monumentklipmesselnywerheid gepubliseer by Goewermementskennisgewing No. R. 142 van 28 Januarie 1966 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.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 145.] [28 Januarie 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

BOU- EN MONUMENTKLIPMESSSELNYWERHEID,
TRANSVAAL.

WYSIGING VAN VAKANSIEFONDSOOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel agt-en-veertig (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigings-ooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 November 1970 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

No. R. 143.] [28 January 1966.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Building and Monumental Masonry Industries, published under Government Notice No. R. 142 of the 28th January, 1966.

A. E. TROLLIP,
Minister of Labour.

No. R. 144.] [28 January 1966.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of section twenty-two (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Building and Monumental Masonry Industries, published under Government Notice No. R. 142 of the 28th January, 1966, 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.

A. E. TROLLIP,
Minister of Labour.

No. R. 145.] [28 January 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING AND MONUMENTAL MASONRY
INDUSTRIES, TRANSVAAL.

AMENDMENT OF HOLIDAY FUND AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

(a) in terms of section forty-eight (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding as from the second Monday after the date of publication of this notice and for the period ending the 21st November, 1970, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions;

- (b) kragtens artikel *agt-en-veertig* (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreen-koms, uitgesonderd klousule 4, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 November 1970 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 Nywerhede in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne genoemde straal val; die gebied binne 'n straal van 10 myl vanaf onderskeidelik die Hoofposkantore, Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 in die landdrosdistrik Pretoria geval het); en
- (c) kragtens artikel *agt-en-veertig* (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreen-koms, uitgesonderd klousule 4, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 November 1970 eindig, in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel en Springs; die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging; die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne genoemde straal val; die gebied binne 'n straal van 10 myl vanaf onderskeidelik die Hoofposkantore Klerksdorp, Potchefstroom, Witbank en Middelburg (Transvaal); en in die landdrosdistrik Kempton Park (uitgesonderd daardie gedeelte wat buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, val en wat voor die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 in die landdrosdistrik Pretoria geval het), *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede 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.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID (TRANSVAAL).

VAKANSIEFONDSOOREENKOMS.

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, (soos gewysig), gesluit en aangegaan deur en tussen die—

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa) wat sy lede in die Monumentklipmesselnywerheid verteenwoordig

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

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

- (b) in terms of section *forty-eight* (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding clause 4, shall be binding as from the second Monday after the date of publication of this notice and for the period ending the 21st November, 1970, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a radius of 30 miles from the General Post Office, Krugersdorp; the area within a radius of 20 miles from the General Post Office, Vereeniging; the area within a radius of 20 miles from the General Post Office, Pretoria, excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) which falls within the said radius; the areas within radii of 10 miles from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively; and in the Magisterial District of Kempton Park (excluding that portion which falls outside a radius of 20 miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice No. 551 of the 29th March, 1956, fell within the Magisterial District of Pretoria); and
- (c) in terms of section *forty-eight* (3) (a) of the said Act, declare that in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel and Springs; the area within a radius of 30 miles from the General Post Office, Krugersdorp; the area within a radius of 20 miles from the General Post Office, Vereeniging; the area within a radius of 20 miles from the General Post Office, Pretoria, excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) which falls within the said radius; the areas within radii of 10 miles from the General Post Offices, Klerksdorp, Potchefstroom, Witbank and Middelburg (Transvaal), respectively; and in the Magisterial Districts of Kempton Park (excluding that portion which falls outside a radius of 20 miles from the General Post Office, Pretoria, and which prior to the publication of Government Notice No. 551 of the 29th March, 1956, fell within the Magisterial District of Pretoria), and from the second Monday after the date of publication of this notice and for the period ending the 21st November, 1970, the provisions of the Amending Agreement, excluding clause 4, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY (TRANSVAAL).

HOLIDAY FUND AGREEMENT.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956 (as amended), made and entered into between the

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa) representing its members in the Monumental Masonry Industry;

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

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

Blanke Bouwerkersvakbond;
Operative Plasterers' Trade Union of South Africa;
(hieronder die "werknemers" of die "vakverenigings" genoem),
aan die ander kant,
wat die partye is by die Nywerheidsraad vir die Bounywerheid
(Transvaal),
om die Ooreenkoms gepubliseer by Goewermentskennisgewing
No. R. 1784 van 12 November 1965 soos volg te wysig:—

1. KLOUSULE 3.—WOORDOMSKRYWING.

Wysig klousule 3 deur die volgende nuwe woordoms krywing
in te voeg:—

"Ambagsman" 'n werknemer wat een van of al die volgende
werksaamhede verrig:—

Asfaltwerk—Water- en dampdigting: Ttoesighou.

Messelwerk: Stene of ander materiale afwerk; hoeke lood-
reg stel, rivoegwerk doen.

*Timmerwerk, skrynwerk, kantoor-, winkel- en bankuit-
rusting:* Merk; afmerk; toebehoorens monteer en vas-
sit; afgewerkte houtwerk sny, skaaf en vassit; kompo-
sisiemateriale en onbewerkte hout monteer en vassit.

Rioollegging: Pype teen hellings lê.

Vloerbedekking: Merk; houtvloerbedekking sny; materiale
vassit.

Insit van ruite: Glas of soortgelyke materiale sny; voor-
stopverfwerk doen; ruitkraallyste vassit.

Vervaardiging van ruit-in-lood: Patrone of tekeninge op
borde afmerk, glas sny, glas met lood bekleed, bind-
drade soldeer en insit.

Metaalwerk: Merk en afmerk, masjiene opstel en daaroor
toesig hou onderworpe aan die voorbehoudsbepaling dat
daar van geen ambagsman vereis mag word om oor
meer as drie masjiene toesig te hou nie, of waar die
totale aantal masjiene nie 'n volle veelvoud van drie
is nie, oor meer as vyf masjiene, met die hand sweis
en/of sweissoldeer, met die hand boor en/of moerdraad
sny, finaal vul en/of monteer, bousmidswerk, metaal-
rame en metaaltrappe, argitekmetaalwerk en uitge-
drukte metaal vassit.

Skilderwerk: Die voorlaaste en finale sierskilderverflae op
alle oppervlakke aanbring; muurplakwerk doen; letter-
skilderwerk doen.

Pleister-, afvlak- en granolitiese werk: Voorlopige stryk-
gidse berei; materiale op ru-oppervlakke aanbring; met
die hand afwerk nadat die strykwerk afgehandel is.

Loodgieterswerk: Merk; afmerk; gemonteerde pype en
toebehoorens finaal vassit.

Staalwerk: Toesig hou waar staal gebuig, geplaas en in
posisie vasgesit word, en oor staalbouwerk.

Klipwerk, klipmesselwerk en monumentklipwerk: Teken,
ontwerp en letters en versierings afmerk; letters met die
hand en lughamer sny en uitkap; klip- of klipsubsti-
tuutoppervlakke met die hand finaal behandel en tot
die regte grootte afwerk maar nie poleer nie; masjiene
opstel; klip op 'n daghabed lê; merk.

Struktuur-timmerwerk: Merk; afmerk; kolomme en balke
loodreg stel en waterpas maak, bekisting rig vir beton-
vulling; bekisting monteer.

Teelwerk: Teëls of ander materiale lê; hoeke loodreg
stel.

Houtmasjienerwerk: Merk; afmerk; houtwerkmasjiene op-
stel en daaroor toesig hou, onderworpe aan die voor-
behoudsbepaling dat daar van geen ambagsman vereis
mag word om oor meer as drie masjiene toesig te hou
nie, of indien die totale aantal masjiene nie 'n volle
veelvoud van drie is nie, oor meer as vyf masjiene.

2. KLOUSULE 8.—VAKANSIEFONDSTOELAE WAT IN KONTANT AAN BEPAALTE WERKNEMERS BETAALBAAR IS.

Skrap klousule 8 en vervang dit deur die volgende:—

Benewens enige ander besoldiging waarop enigeen van die
volgende klasse werknemers geregtig is kragtens 'n ander
Ooreenkoms van die Raad wat ingevolge artikel agt-en-
veertig van die Wet gepubliseer is, moet elke werkgewer aan
elke werknemer wat minder as 8 uur in 'n week van Maan-
dag tot en met Vrydag by hom gewerk het, of wat voorheen
vir 8 uur of langer vir 'n ander werkgewer gedurende so-
danige week gewerk het, elke week of by diens beëindiging
indien sodanige beëindiging voor die betaaldag van sodanige
week plaasvind, die volgende bedrae in kontant betaal ten
opsigte van elke uur wat hy gedurende sodanige week vir
hom gewerk het, met dien verstande dat geen bedrag inge-
volg hierdie klousule aan werknemers betaal moet word
nie ten opsigte van oortydwerk of werk wat verrig word op
'n Saterdag, Sondag, Goede Vrydag, Paasmaandag, Hemel-
vaartdag, Geloftedag, Kersdag, Nuwejaarsdag en in elke
vyfde jaar, vanaf 1966, Republiekdag, of enige dag wat binne
die jaarlikse vakansie wat in klousule 14 van hierdie Oor-
eenkoms voorgeskryf word, val:—

Blanke Bouwerkersvakbond;
Operative Plasterers' Trade Union of South Africa;

(hereinafter referred to as "the employees" or "the trade
unions"), of the other part, being parties to the Industrial Council
for the Building Industry (Transvaal),

to amend the Agreement published under Government Notice No.
R. 1784 of the 12th November, 1965, as follows:—

1. CLAUSE 3.—DEFINITIONS.

Amend Clause 3 by the insertion of the following new defini-
tion:—

"Artisan" means an employee engaged on any or all of the
following:—

Asphalting, Water and Dam Proofing.—Supervising.

Bricklaying.—Setting bricks or other materials; plumbing
angles, tuck pointing.

Carpentry, Joinery, Office, Shop and Bank Fitting.—
Marking out; setting out; assembly and fixing of fittings;
cutting, planing and fixing finished woodwork; assembly
and fixing composition materials and rough timber.

Drainlaying.—Laying pipes to falls.

Floorlaying.—Marking out; cutting of wooden flooring;
fixing materials.

Glazing.—Cutting of glass or similar materials; face putty-
ing; fixing glazing beads.

Leadlight making.—Setting out of templates or drawings on
boards, cutting of glass, leading of glass, soldering and
the insertion of fixing wires.

Metal Work.—Marking and setting out, setting up and
supervising machines subject to the proviso that no one
artisan shall be required to supervise more than three
machines or where the total number of machines is not a
complete multiple of three, more than five machines,
hand welding and/or brazing, drilling and/or tapping by
hand, final filing and/or assembly, the fixing of builders'
smith work, metal frames and metal stairs, architectural
metal work, and extruded metal.

Painting.—Applying penultimate and final decorative coats
of paint to all surfaces; paper hanging; signwriting.

Plastering, Screening and Granolithic.—Preparing prelimi-
nary ruling screeds; rendering materials to rough sur-
faces; finishing off by hand after ruling off.

Plumbing.—Marking out; setting out; final fixing of assem-
bled piping and fittings.

Steel work.—Supervising bending, placing and fixing in posi-
tion of steel and steel construction.

Stonework, Masonry and Monumental Work.—Drawing,
designing and setting out letters and enrichments; cutting
and carving letters by hand and pneumatic hammer; final
surfacing and finishing, excluding polishing, of stone or
substitute material by hand to size; setting up machines;
setting stone on mortar bed; marking out.

Structural Carpentry.—Marking out; setting out; plumbing
and levelling off columns and beams, lining up of shut-
tering for concreting; assembling shuttering.

Tiling.—Setting tiles or other materials; plumbing angles.

Wood Machining.—Marking out; setting out; setting up and
supervising woodworking machines, subject to the proviso
that no one artisan shall be required to supervise more
than three machines, or where the total number of
machines is not a complete multiple of three, more than
five machines.

2. CLAUSE 8.—HOLIDAY FUND ALLOWANCE PAYABLE IN CASH TO SPECIFIED EMPLOYEES.

Delete clause 8 and substitute therefor the followings:—

In addition to any other remuneration to which any of the
following classes of employees shall be entitled under any
other Agreement of the Council published in terms of
section forty-eight of the Act, every employer shall pay to
each employee who has worked for him less than 8 hours in
any week, Monday to Friday inclusive, or who has worked
previously for 8 hours or more for another employer during
such week, the following amounts in cash each week or on
termination of employment, if such termination occurs prior
to the pay-day of such week in respect of each hour worked
for him during such week, provided that no payment shall
be made in terms of this clause to employees in respect of
overtime or work performed on a Saturday, Sunday, Good
Friday, Easter Monday, Ascension Day, Day of the
Covenant, Christmas Day, New Year's Day and in every fifth
year, commencing 1966, Republic Day, or any day falling
within the annual holiday period prescribed in clause 14
of this Agreement:—

Klas werknemer.	Uurlikse vakansie- fonds- toelae. R
(i) Werkman, graad I.....	0.03
(ii) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word, die volgende is:—	
(aa) Tot en met 7,700 pond.....	0.03½
(bb) Meer as 7,700 pond.....	0.04½
(iii) Bediener van 'n kragaangedrewe hyskraan.....	0.04½
(iv) Ambagsman.....	0.17.45
(v) Werknemers in alle bedrywe of beroepe wat nie elders spesifiek gemeld word nie, uitgesonderd vakleerlinge, leerlinge ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, hyserberdieners, werkman graad II, ongeskoolde arbeiders en werknemers wat die persele patroleer en eiendom bewaak, 'n uurlikse vakansiefondstoelae wat van tyd tot tyd deur die Raad vasgestel moet word.	

3. KLOUSULE 9 (1) EN (2).—VAKANSIEFONDSTOELAE AAN DIE FONDS BETAALBAAR TEN OPSIGTE VAN GESPEKIFISEERDE WERKNEMERS.

Skrap klousule 9 (1) en (2) en vervang dit deur die volgende:—

- (1) Benewens enige ander besoldiging waarop die volgende klasse werknemers kragtens 'n ander Ooreenkoms van die Raad gepubliseer ingevolge artikel agt-en-veertig van die Wet, geregtig is, moet elke werkgewer ten opsigte van elke lid van die volgende klasse werknemers in sy diens wat agt uur of langer in 'n week vir hom gewerk het, uitgesonderd werknemers wat voorheen agt uur of langer vir 'n ander werkgewer gedurende sodanige week gewerk het, elke week die volgende bedrae aan die Fonds betaal:—

Klas werknemer.	Weeklikse bedrag. R
(a) Werkman, graad I.....	1.20
(b) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word, die volgende is:—	
(aa) Tot en met 7,700 pond.....	1.40
(bb) Meer as 7,700 pond.....	1.87
(c) Bediener van 'n kragaangedrewe hyskraan.....	1.87
(d) Ambagsman.....	6.98
(e) Werknemers in alle bedrywe of beroepe wat nie elders spesifiek gemeld word nie, uitgesonderd vakleerlinge, leerlinge ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, hyserberdieners, werkman graad II, ongeskoolde arbeiders en werknemers wat die persele patroleer en eiendom bewaak, 'n weeklikse bedrag wat van tyd tot tyd deur die Raad vasgestel word.	

- (2) Waar 'n werknemer agt uur of meer in 'n week maar minder as die maksimum getal gewone werkure, voorgeskryf in 'n ander gepubliseerde Ooreenkoms van die Raad vir sodanige werknemer, vir 'n werkgewer gewerk het, mag sodanige werkgewer van die verdienste aan daardie werknemer ten opsigte van daardie week verskuldig 'n bedrag aftrek wat gelyk is aan die uurloonskaal wat hieronder genoem word, vermenigvuldig met die verskil tussen genoemde maksimum getal gewone werkure en die getal gewone ure werklik gedurende daardie week deur daardie werknemer gewerk, met dien verstande dat bogenoemde bedrag slegs deur die eerste werkgewer wat die werknemer vir agt uur of meer gedurende 'n bepaalde week in diens neem, afgetrek mag word.

Klas werknemer.	Uurlikse vakansie- fondst- arief. R
(a) Werkman, graad I.....	0.03
(b) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig saam met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word, die volgende is:—	
(aa) Tot en met 7,700 pond.....	0.03½
(bb) Meer as 7,700 pond.....	0.04½
(c) Bediener van 'n kragaangedrewe hyskraan.....	0.04½
(d) Ambagsman.....	0.17.45
(e) Werknemers in alle bedrywe of beroepe wat nie elders spesifiek gemeld word nie, uitgesonderd vakleerlinge, leerlinge ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, hyserberdieners, werkman graad II, ongeskoolde arbeiders en werknemers wat die persele patroleer en eiendom bewaak, 'n uurlikse vakansiefondstarief wat van tyd tot tyd deur die Raad vasgestel word.	

Class of Employee.	Hourly Holiday Fund Allowance. R
(i) Operative Grade I.....	0.03
(ii) Driver of a mechanical vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers, attached to or drawn by such vehicle is:—	
(aa) Up to and including 7,700 lb.....	0.03½
(bb) Over 7,700 lb.....	0.04½
(iii) Operator of a power driven crane.....	0.04½
(iv) Artisan.....	0.17.45
(v) Employees in all other trades or occupations, not elsewhere specified, excluding apprentices, trainees under the Training of Artisans' Act, 1951, operators of hoists, operative grade II, unskilled labourers and employees engaged on patrolling premises and guarding property, an hourly holiday fund allowance, to be determined by the Council from time to time.	

3. CLAUSE 9 (1) AND (2).—HOLIDAY FUND. ALLOWANCE PAYABLE TO THE FUND IN RESPECT OF SPECIFIED EMPLOYEES.

Delete clause 9 (1) and (2) and substitute therefore the following:—

- (1) In addition to any other remuneration to which any of the following classes of employees shall be entitled under any other Agreement of the Council published in terms of section forty-eight of the Act, every employer shall, in respect of each member of the following classes of employees in his employ who has worked for him for 8 hours or more in any week, excluding employees who have worked previously for 8 hours or more for another employer during such week, pay the following amounts each week to the Fund:—

Class of Employee.	Weekly Amount. R
(a) Operative Grade I.....	1.20
(b) Driver of a mechanical vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers, attached to or drawn by such vehicle is:—	
(aa) Up to and including 7,700 lb.....	1.40
(bb) Over 7,700 lb.....	1.87
(c) Operator of a power driven crane.....	1.87
(d) Artisan.....	6.98
(e) Employees in all other trades or occupations, not elsewhere specified, excluding apprentices, trainees under the Training of Artisans' Act, 1951, operators of hoists, operative grade II, unskilled labourers and employees engaged on patrolling premises and guarding property, a weekly amount to be determined by the Council from time to time.	

- (2) Where an employee has worked for an employer for 8 hours or more in any week but less than the maximum number of ordinary hours prescribed in any other published Agreement of the Council for such employee for that week, such employer may deduct from the earnings due to that employee in respect of that week, an amount equal to the relevant hourly rate as set forth hereunder, multiplied by the difference between the said maximum number of ordinary hours and the number of ordinary hours actually worked by that employee during that week, provided that the aforementioned deduction may only be made by the first employer who employs the employee for 8 hours or more during any particular week.

Class of Employee.	Hourly Holiday Fund Rate. R
(a) Operative Grade I.....	0.03
(b) Driver of a mechanical vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers, attached to or drawn by such vehicle is:—	
(aa) Up to and including 7,700 lb.....	0.03½
(bb) Over 7,700 lb.....	0.04½
(c) Operator of a power driven crane.....	0.04½
(d) Artisan.....	0.17.45
(e) Employees in all other trades or occupations, not elsewhere specified, excluding apprentices, trainees under the Training of Artisans' Act, 1951, operators of hoists, operative grade II, unskilled labourers and employees engaged on patrolling premises and guarding property, an hourly holiday fund allowance, to be determined by the Council from time to time.	

3. KLOUSULE 11.—BETALINGS UIT DIE FONDS AAN GESPESEFISEERDE WERKNEMERS TEN OPSIGTE VAN VERLOF EN GESPESEFISEERDE OPENBARE VAKANSIEDAE.

Voeg die volgende nuwe subklausule (11) in:—

(11) (i) Ondanks die bepalings in hierdie klausule vervat, mag die Raad van die bedrag wat ingevolge subklausule (6) hiervan uit die vakansiefonds aan 'n werknemer betaalbaar is, sy vakverenigingbydraes aftrek, met dien verstande dat die werknemer die sekretaris elke jaar diensooreenkomstig skriftelik daartoe magtig op 'n vorm wat die Raad voorskryf en wat minstens een kalendermaand voor die laaste Vrydag in Oktober by die sekretaris ingedien moet word.

(ii) Die sekretaris moet bogemelde bedrae aan vakverenigingbydraes hoogstens een maand na die vakansietydperk voorgeskryf in klausule 14 aan die vakvereniging wat die werknemer genomineer het, betaal.

Op hede die twintigste dag van Oktober 1965 te Johannesburg onderteken.

J. H. BARROW, *Voorsitter.*
G. TAYLOR, *Ondervoorsitter.*
T. J. MARCHAND, *Sekretaris.*

No. R. 146.] [28 Januarie 1966.
WET OP NYWERHEIDSVERSOENING, 1956.

BOU- EN MONUMENTKLIPMESSSELNYWERHEID, TRANSVAAL.

WYSIGING VAN MEDIESE HULPFONDS-OOREENKOMS.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel *agt-en-veertig* (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Julie 1967 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel *agt-en-veertig* (1) (b) van genoemde Wet dat al die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Julie 1967 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 Nywerhede in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Springs en Kempton Park (uitgesonderd daardie gedeelte wat vóór die publikasie van Goewermentskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria maar buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, geval het), en in die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging, die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne genoemde straal val, en die gebiede binne 'n straal van 10 myl vanaf onderskeidelik die Hoofposkantore, Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank.

A. E. TROLLIP,
Minister van Arbeid.

3. CLAUSE 11—PAYMENTS FROM THE FUND TO SPECIFIED EMPLOYEES IN RESPECT OF ANNUAL LEAVE AND SPECIFIED PUBLIC HOLIDAYS.

Insert the following new sub-clause (11):—

(11) (i) Notwithstanding the provisions contained in this clause, the Council may deduct from the holiday fund amount payable to an employee in terms of sub-clause (6) hereof, his trade union subscriptions, provided that the Secretary is authorised accordingly each year by the employee in writing on a form prescribed by the Council and which must be lodged with the Secretary at least one calendar month before the last Friday in October.

(ii) The aforesaid trade union subscription amounts shall be paid by the Secretary to the trade union nominated by the employee on the form prescribed by the Council not later than one month after the holiday period prescribed in clause 14.

Signed at Johannesburg on this twentieth day of October, 1965.

J. A. BARROW, *Chairman.*
G. TAYLOR, *Vice-Chairman.*
T. J. MARCHAND, *Secretary.*

No. R. 146.] [28 January 1966.
INDUSTRIAL CONCILIATION ACT, 1956.

BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL.

AMENDMENT OF MEDICAL AID FUND AGREEMENT.

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

(a) in terms of section *forty-eight* (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding as from the second Monday after the date of publication of this notice and for the period ending the 29th July, 1967, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section *forty-eight* (1) (b) of the said Act, declare that all the provisions of the Amending Agreement shall be binding as from the second Monday after the date of publication of this notice and for the period ending the 29th July, 1967, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Springs and Kempton Park (excluding that portion which prior to the publication of Government Notice No. 551, dated the 29th March, 1956, fell within the Magisterial District of Pretoria but outside a radius of 20 miles from the General Post Office, Pretoria), and in the area within a radius of 30 miles from the General Post Office, Krugersdorp, the area within a radius of 20 miles from the General Post Office, Vereeniging, the area within a radius of 20 miles from the General Post Office, Pretoria, excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) which falls within the said radius, and the areas within a radius of 10 miles from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, respectively.

A. E. TROLLIP,
Minister of Labour.

BYLAE.

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID
(TRANSAAL).

OOREENKOMS

ingevoelge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die—

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa), wat sy lede in die Monumentklipmesselnywerheid verteenwoordig—

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

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

Blanke Bouwerkersvakbond;

Operative Plasterers' Trade Union of South Africa

(hieronder die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal), om die Mediese Hulpfondsooreenkoms gepubliseer by Goewermenskennisgewing No. 1164 van 20 Julie 1962 en Goewermenskennisgewing No. 190 van 8 Februarie 1963 en Goewermenskennisgewing No. R. 787 van 22 Mei 1964, soos volg te wysig:—

1. KLOUSULE 3.—WOORDOMSKRYWING.

Voeg die volgende in:—

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

Asfaltwerk—Water- en dampdigting: Toesighou.

Messelwerk: Stene of ander materiale afwerk; hoeke loodreg stel, rifvoegwerk doen.

Timmerwerk, skrynwerk, kantoor-, winkel- en bank-uitrusting: Merk; afmerk; toebehorens monteer en vassit; afgewerkte houtwerk sny, skaaf en vassit; komposisie-materiale en onbewerkte hout monteer en vassit.

Rioollegging: Pype teen hellings lê.

Vloerbedekking: Merk; houtvloerbedekking sny; materiale vassit.

Insit van ruite: Glas of soortgelyke materiale sny; voorstopverfwerk doen; ruitkraallyste vassit.

Vervaardiging van ruit-in-lood: Patrone of tekeninge op borde afmerk, glas sny, glas met lood beklee, bindrade solder en insit;

Metaalwerk: Merk en afmerk, masjiene opstel en daaroor toesig hou onderworpe aan die voorbehoudsbepaling dat daar van geen ambagsman vereis mag word om oor meer as drie masjiene toesig te hou nie, of, waar die totale aantal masjiene nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiene, met die hand sweis en/of sweissoldeer, met die hand boor en/of moerdraad sny, finaal vul en/of monteer, bousmidwerk, metaalrame en metaaltrappe, argitekmetaalwerk en uitgedrukte metaal vassit.

Skilderwerk: Die voorlaaste en finale sierskilderverflae op alle oppervlakte aanbring; muurplakwerk doen; letter-skilderwerk doen.

Pleister-, afvlak- en granolitiese werk: Voorlopige strykgidse berei; materiale op ru-oppervlakte aanbring; met die hand afwerk nadat die strykwerk afgehandel is.

Loodgieterswerk: Merk; afmerk; gemonteerde pype en toebehorens finaal vassit.

Staalwerk: Toesig hou waar staal gebuig, geplaas en in posisie vasgesit word, en oor staalbouwerk.

Klipwerk, klipmesselwerk en monumentklipwerk: Teken, ontwerp, en letters en versierings afmerk; letters met die hand en lughamer sny en uitkap; klip- of klip-substituutoppervlakte met die hand finaal behandel en tot die regte grootte afwerk maar nie poleer nie; masjiene opstel; klip op 'n daghabed lê; merke.

Struktuurtimmerwerk: Merk; afmerk; kolomme en balke loodreg stel en waterpas maak, bekisting rig vir betonvulling; bekisting monteer.

Teëlwerk: Teëls of ander materiale lê; hoeke loodreg stel.

Houtmasjiene: Merk; afmerk; houtwerkmasjiene opstel en daaroor toesig hou, onderworpe aan die voorbehoudsbepaling dat daar van geen ambagsman vereis mag word om oor meer as drie masjiene toesig te hou nie, of, indien die totale aantal masjiene nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiene.

"Bewys" die amptelike bewys wat die Raad uitreik, en "bewys" en "seël" het vir die toepassing van hierdie Ooreenkoms dieselfde betekenis.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY
(TRANSAAL).

AGREEMENT

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

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades Association;

Master Masons' and Quarry Owners' Association (South Africa), representing its members in the Monumental Masonry Industry;

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

Amalgamated Society of Woodworkers of South Africa;

Amalgamated Union of Building Trade Workers of South Africa;

Blanke Bouwerkersvakbond;

Operative Plasterers' Trade Union of South Africa;

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

being parties to the Industrial Council for the Building Industry (Transvaal), to amend the Medical Aid Fund Agreement published under Government Notice No. 1164, dated 20th July, 1962, and Government Notice No. 190, dated 8th February, 1963, and Government Notice No. R. 787 of 22nd May, 1964, as follows:—

1. CLAUSE 3.—DEFINITIONS.

Insert the following:—

"Artisan" means an employee engaged on any or all the following:—

Asphalting, Water and Damp Proofing: Supervising.

Bricklaying: Setting bricks or other materials; plumbing angles; tuck pointing.

Carpentry, Joinery, Office, Shop and Bank Fitting: Marking out; setting out; assembly and fixing of fittings; cutting, planing and fixing finished woodwork; assembly and fixing composition materials and rough timber.

Drainlaying: Laying pipes to falls.

Floorlaying: Marking out; cutting of wooden flooring; fixing materials.

Glazing: Cutting of glass or similar materials; face puttying; fixing glazing beads.

Leadlight making: Setting out of templates or drawings on boards, cutting of glass, leading of glass, soldering and the insertion of fixing wires.

Metal Work: Marking and setting out, setting up and supervising machines subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines, hand welding and/or brazing, drilling and/or tapping by hand, final filing and/or assembly, the fixing of builders' smith work, metal frames and metal stairs, architectural metal work, and extruded metal.

Painting: Applying penultimate and final decorative coats of paint to all surfaces; paper hanging; signwriting.

Plastering, Screeding and Granolithic: Preparing preliminary ruling screeds; rendering materials to rough surfaces; finishing off by hand after ruling off.

Plumbing: Marking out; setting out; final fixing of assembled piping and fittings.

Steel Work: Supervising bending, placing and fixing in position of steel and steel construction.

Stonework, Masonry and Monumental Work: Drawing, designing and setting out letters and enrichments; cutting and carving letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines; setting stone on mortar bed; marking out.

Structural Carpentry: Marking out; setting out; plumbing and levelling off columns and beams, lining up of shuttering for concreting; assembling shuttering.

Tiling: Setting tiles or other materials; plumbing angles.

Wood Machining: Marking out; setting out; setting up and supervising woodworking machines, subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines.

"Voucher" means the official voucher issued by the Council, and "voucher" and "stamp" shall have the same meaning for the purposes of this Agreement.

2. KLOUSULE 8.—BYDRAES AAN DIE FONDS.

Skrap subklousules (1), (4), (5), (7) en (11) en vervang dit deur die volgende:—

- (1) Elke werkgever moet ten opsigte van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bedrag van tagtig sent per week aan die Fonds betaal ooreenkomstig die prosedure in subklousules (2) tot en met (8) van hierdie klousule bepaal.
- (4) Elke werkgever moet ten opsigte van elke bedrag wat hy aldus ingevolge subklousule (1) van hierdie klousule betaal, op elke betaaldag aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bewys uitreik, en sodanige werknemer word deur die bepalings van hierdie Ooreenkoms gebind om dié genoemde bewys te aanvaar.
- (5) Elke werknemer moet, wanneer sy werkgever 'n bewys aan hom uitreik, sodanige bewys onmiddellik in sy bydraekaart, wat hy moet hou, plak.
- (7) Elke werknemer vir wie die bepalings van hierdie Ooreenkoms bindend is, moet binne twintig dae nadat hy diens in die nywerheid aanvaar het, om 'n bydraekaart aansoek doen, en elke werkgever vir wie die bepalings van hierdie Ooreenkoms bindend is, moet verseker dat sodanige werknemer binne twintig dae vanaf die datum waarop hy diens aanvaar het, in besit is van 'n bydraekaart.
- (11) 'n Lid wat as gevolg van die feit dat hy werkloos is, of in 'n gebied werk wat geleë is buite die gebied waarop hierdie Ooreenkoms van toepassing is, nie bydraes ingevolge hierdie klousule betaal nie, mag, indien hy verlang om op bystand aanspraak te maak, aan die Raad die bedrag van tagtig sent per week betaal. Die Raad reik aan die betrokke lid 'n spesiale bewys ten opsigte van elke sodanige betaling uit en genoemde lid moet genoemde bewys in sy bydraeboek vasplak op die ruimte in sodanige bydraeboek waarop dieselfde datum verskyn as dié waarop die bewys uitgereik word. Die bewys in hierdie subklousule gemeld, is in dié vorm wat die Raad van tyd tot tyd mag vasstel.

3. KLOUSULE 11.—VOORDELE VAN DIE FONDS.

Skrap klousule 11 en vervang dit deur die volgende:—

Behoudens die bepalings van die reëls van die Fonds, kom elke lid, en ook sy vrou en afhanklikes, gesamentlik in aanmerking vir geldelike bystand wat in 'n bepaalde kalenderjaar tot eenduisend rand beperk word ten opsigte van mediese dienste.

Op hede die twintigste dag van Oktober 1965 in Johannesburg onderteken.

J. A. BARROW, *Voorsitter.*
G. TAYLOR, *Ondervoorsitter.*
T. J. MARCHAND, *Sekretaris.*

No. R. 147.]

[28 Januarie 1966.

WET OP NYWERHEIDSVERSOENING, 1956.**BOU- EN MONUMENTKLIPMESSSELNYWERHEID, TRANSVAAL.****WYSIGING VAN BYSTANDSFONDS-OOREENKOMS.**

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel *agt-en-veertig* (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Bou- en Monumentklipmesselnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 14 Desember 1967 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is; en

2. CLAUSE 8.—CONTRIBUTIONS TO THE FUND.

Delete sub-clauses (1), (4), (5), (7) and (11) and substitute therefor the following:—

- (1) Every employer shall in respect of each of his employees to whom this Agreement applies, pay an amount of eighty cents per week to the fund in accordance with the procedure laid down in sub-clauses (2) to (8) (inclusive) of this clause.
- (4) Every employer shall in respect of each amount so paid by him in terms of sub-clause (1) of this clause, issue on each pay day to each of his employees to whom this Agreement applies and such employee shall be bound by the provisions of this Agreement to accept this said voucher.
- (5) Every employee, upon being issued by his employer with a voucher, shall immediately affix such voucher in his contribution card which shall be retained by him.
- (7) An application for a contribution card shall be made by every employee upon whom the provisions of this Agreement are binding within twenty days of accepting employment in the industry, and every employer, upon whom the provisions of this Agreement are binding, shall ensure that such employee is in possession of a contribution card within twenty days of the date of commencement of his employment.
- (11) A member who, whether by reason of the fact he is unemployed or is employed in an area outside the area to which this Agreement applies, does not make contributions in terms of this clause, may, if he desires to remain eligible for benefits, pay to the Council the sum of eighty cents per week. The Council shall issue the member concerned with a special voucher in respect of each such payment and the said member shall fix the said voucher in his contribution book on the space in such contribution book on which appears a similar date as that on which the voucher is issued. The voucher referred to in this sub-clause shall be in such form as may be determined by the Council from time to time.

3. CLAUSE 11.—BENEFITS TO THE FUND.

Delete Clause 11 and substitute therefor the following:—

Subject to the provisions of the rules of the fund, every member, together with his wife and dependants shall be jointly eligible to receive pecuniary assistance limited to one thousand rand in respect of medical services in any one calendar year.

Signed at Johannesburg this twentieth day of October, 1965.

J. A. BARROW, *Chairman.*
G. TAYLOR, *Vice-Chairman.*
T. J. MARCHAND, *Secretary.*

No. R. 147.]

[28 January 1966.

INDUSTRIAL CONCILIATION ACT, 1956.**BUILDING AND MONUMENTAL MASONRY INDUSTRIES, TRANSVAAL.****AMENDMENT OF BENEFIT FUND AGREEMENT.**

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of section *forty-eight* (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Building and Monumental Masonry Industries, shall be binding as from the second Monday after the date of publication of this notice and for the period ending the 14th December, 1967, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) kragtens artikel *agt-en-veertig* (1) (b) van genoemde Wet dat al die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 14 Desember 1967 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 Nywerhede in die landdrosdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Springs en Kempton Park (uitgesonderd daardie gedeelte wat vóór die publikasie van Goewermenskennisgewing No. 551 van 29 Maart 1956 binne die landdrosdistrik Pretoria maar buite 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, geval het), en in die gebied binne 'n straal van 30 myl vanaf die Hoofposkantoor, Krugersdorp, die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Vereeniging, die gebied binne 'n straal van 20 myl vanaf die Hoofposkantoor, Pretoria, uitgesonderd daardie gedeelte van die Bantoegebied Uitvalgrond (J.Q. 4341) wat binne genoemde straal val, en die gebiede binne 'n straal van 10 myl vanaf onderskeidelik die Hoofposkantore, Klerksdorp, Middelburg (Transvaal), Potchefstroom en Witbank.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

BOUNYWERHEID (TRANSVAAL) VOORSORGSFONDS-OOREENKOMS.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan deur en tussen die—

Master Builders' and Allied Trades Association (Witwatersrand);
Pretoria Master Builders' and Allied Trades Association;
Master Masons' and Quarry Owners' Association (South Africa), wat sy lede in die Monumentklipmesselnywerheid verteenwoordig

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

Amalgamated Society of Woodworkers of South Africa;
Amalgamated Union of Building Trade Workers of South Africa;
Blanke Bouwerkersvakbond;
Operative Plasterers' Trade Union of South Africa

(hieronder die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Bounywerheid (Transvaal) om die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 2828 van 5 Desember 1952, soos gewysig by Goewermenskennisgewing No. 2240 van 5 November 1954, en hernieu by Goewermenskennisgewing No. 2002 van 20 Desember 1957 en verder gewysig by Goewermenskennisgewing No. 1491 van 18 September 1959, Goewermenskennisgewing No. 1735 van 23 Oktober 1959 en Goewermenskennisgewing No. 859 van 8 Junie 1962, en verleng deur Goewermenskennisgewing No. 2053 van 14 Desember 1962 en gewysig by Goewermenskennisgewing No. 191 van 8 Februarie 1963, soos volg te wysig:—

1. KLOUSULE 3.—WOORDOMSKRYWING.

Wysig klousule 3 deur die volgende nuwe woordomskrifing in te voeg:—

"Ambagsman" 'n werknemer wat een van of al die volgende werksaamhede verrig:—

Asfaltwerk—Water- en dampdigting: Toesighou.

Messelwerk: Stone of ander materiale afwerk; hoeke loodreg stel, rifvoegwerk doen.

Timmerwerk, skrynwerk, kantoor-, winkel- en bankuitrusting: Merk; afmerk; toebehorens monteer en vassit; afgewerkte houtwerk sny, skaaf en vassit; komposisie-materiale en onbewerkte hout monteer en vassit.

Rioollegging: Pype teen hellings lê.

Vloerbedekking: Merk; houtvloerbedekking sny; materiale vassit.

Insit van ruite: Glas of soortgelyke materiale sny; voorstopverfwerk doen; ruitkraallyste vassit.

Vervaardiging van ruit-in-lood: Patrone of tekeninge op borde afmerk, glas sny, glas met lood beklee, bindrade soldeer en insit;

(b) in terms of section *forty-eight* (1) (b) of the said Act, declare that all the provisions of the Amending Agreement shall be binding as from the second Monday after the date of publication of this notice and for the period ending the 14th December, 1967, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg (Transvaal), Johannesburg, Nigel, Springs and Kempton Park (excluding that portion which prior to the publication of Government Notice No. 551, dated the 29th March, 1956, fell within the Magisterial District of Pretoria but outside a radius of 20 miles from the General Post Office, Pretoria), and in the area within a radius of 30 miles from the General Post Office, Krugersdorp, the area within a radius of 20 miles from the General Post Office, Vereeniging, the area within a radius of 20 miles from the General Post Office, Pretoria, excluding that portion of the Bantu area Uitvalgrond (J.Q. 4341) which falls within the said radius, and the areas within a radius of 10 miles from the General Post Offices, Klerksdorp, Middelburg (Transvaal), Potchefstroom and Witbank, respectively.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

BUILDING INDUSTRY (TRANSVAAL) BENEFIT FUND AGREEMENT.

AGREEMENT

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

Master Builders' and Allied Trades Association (Witwatersrand);

Pretoria Master Builders' and Allied Trades Association;

Master Masons' and Quarry Owners' Association (South Africa), representing its members in the Monumental Masonry Industry

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

Amalgamated Society of Woodworkers of South Africa;

Amalgamated Union of Building Trade Workers of South Africa;

Blanke Bouwerkersvakbond;

Operative Plasterers' Trade Union of South Africa

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

being parties to the Industrial Council for the Building Industry (Transvaal) to amend the Agreement published under Government Notice No. 2828, dated 5th December, 1952, as amended by Government Notice No. 2240 of 5th November, 1954, and renewed by Government Notice No. 2002 of 20th December, 1957 and further amended by Government Notice No. 1491 of 18th September, 1959, Government Notice No. 1735 of 23rd October, 1959, and Government Notice No. 859, dated 8th June, 1962 and extended by Government Notice No. 2053, dated 14th December, 1962 and amended by Government Notice No. 191 of 8th February, 1963, as follows:—

1. CLAUSE 3.—DEFINITIONS.

Amend clause 3 by the insertion of the following new definition:—

"Artisan" means an employee engaged on any or all of the following:—

Asphalting, Water and Damp Proofing: Supervising.

Bricklaying: Setting bricks or other materials; plumbing angles, tuck pointing.

Carpentry, Joinery, Office, Shop and Bank Fitting: Marking out; setting out; assembly and fixing of fittings; cutting, planing and fixing finished woodwork; assembly and fixing composition materials and rough timber.

Drainlaying: Laying pipes to falls.

Floorlaying: Marking out; cutting of wooden flooring; fixing materials.

Glazing: Cutting of glass or similar materials; face putting; fixing glazing beads.

Leadlightmaking: Setting out of templets or drawings on boards, cutting of glass, leading of glass, soldering and the insertion of fixing wires.

Metaalwerk: Merk en afmerk, masjiene opstel en daaroor toesig hou onderworpe aan die voorbehoudsbepaling dat daar van geen ambagsman vereis mag word om oor meer as drie masjiene toesig te hou nie, of, waar die totale aantal masjiene nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiene, met die hand sweis en/of sweissoldeer, met die hand boor en/of moerdraad sny, finaal vul en/of monter, bousmidwerk, metaalrame en metaaltrappe, argiteksmetaalwerk en uitgedrukte metaal vassit.

Skilderwerk: Die voorlaaste en finale sierskilderverflae op alle oppervlakke aanbring; muurplakwerk doen; letter-skilderwerk doen.

Pleister-, afvlak- en granolitiese werk: Voorlopige strykgidse berei; materiale op ru-oppervlakke aanbring; met die hand afwerk nadat die strykwerk afgehandel is.

Loodgieterswerk: Merk; afmerk; gemonteerde pype en toebehorens finaal vassit.

Staalwerk: Toesighou waar staal gebuig, geplaas en in posisie vasgesit word, en oor staalbouwerk.

Klipwerk, klipmesselwerk en monumentklipwerk: Teken, ontwerp, en letters en versierings afmerk; letters met die hand en lughamer sny en uitkap; klip- of klipsubstituut-oppervlakke met die hand finaal behandel en tot die regte grootte afwerk maar nie poleer nie; masjiene opstel; klip op 'n daghabed lê; merk.

Struktuurimmerwerk: Merk; afmerk; kolomme en balke loodreg stel en waterpas maak, bekisting rig vir betonvulling; bekisting monter.

Teëlwerk: Teëls of ander materiale lê; hoeke loodreg stel.

Houtmasjiene: Merk; afmerk; houtwerkmasjiene opstel en daaroor toesig hou, onderworpe aan die voorbehoudsbepaling dat daar van geen ambagsman vereis mag word om oor meer as drie masjiene toesig te hou nie, of, indien die totale aantal masjiene nie 'n volle veelvoud van drie is nie, oor meer as vyf masjiene.

2. KLOUSULE 6.—BYDRAES.

Skrap subklausules (1) en (2) van klausule 6 en vervang dit deur die volgende:—

“(1) Die gelde van die Raad word verkry deur 'n gekombineerde bydrae van werkgewers en werknemers van R4.48 per week ten opsigte van elke werknemer op wie hierdie Ooreenkoms van toepassing is. Ondanks die bepaling van klausule 7 van hierdie Ooreenkoms moet 40 sent van hierdie bedrag opsy gesit en deur hierdie Fonds in trust gehou word in afwagting van die stigting van 'n Stabilisasiefonds waarvan die konstitusie voorsiening moet maak vir die wyse waarvolgens dit geadministreer moet word, en waar van die doelstellings daarop gemik moet wees om werk te stabiliseer en oor die algemeen werksekerheid in die Bedryf te bevorder.

By die stigting van die Stabilisasiefonds moet alle gelde wat aldus in trust gehou word, na genoemde Stabilisasiefonds oorgedra word en daarna moet hierdie Fonds elke maand alle verdere bydraes bereken teen 40 sent per week, wat ooreenkomstig hierdie subklausule ingevorder word, aan genoemde Stabilisasiefonds betaal.

Indien die Stabilisasiefonds wat deur hierdie subklausule beoog word, nie gestig word nie binne 'n tydperk van tien maande vanaf die datum waarop hierdie Ooreenkoms van krag word, moet alle bydraes wat ten opsigte van genoemde Stabilisasiefonds ontvang word, aan die bydraers terugbetaal word.

(2) Elke werkgewer moet ten opsigte van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 'n bedrag van R4.48 per week aan die Fonds betaal ooreenkomstig die prosedure wat in subklausule (4) tot en met (7) van hierdie klausule voorgeskryf word.”

3. KLOUSULE 7.—BYSTAND KRAGTENS DIE FONDS.

(a) Skrap subklausule (4) (h) (i), (ii), (iii) en (iv) en vervang dit deur die volgende:—

	Per maand.
	R
„ (4) (h) (i) Tien jaar en langer.....	10.00
(ii) Vyftien jaar en langer.....	12.00
(iii) Vyf-en-twintig jaar en langer.....	14.00
(iv) Vyf-en-dertig jaar en langer.....	16.00

(b) Skrap subklausule (6) (c) van klausule 7 en vervang dit deur die volgende:—

“(c) Die Rand moet vir die doel van genoemde pensioen- en lewensversekeringskema die bedrag van R3.80 uit die totaal van elke weeklikse bydrae voorgeskryf ingevolge klausule 6 van die Ooreenkoms, aan die Federated Employers' Insurance Company, Limited, betaal. Die betaling aan die Federated Employers' Insurance Company, Limited, moet maandeliks geskied.”

Namens die partye by die Raad op hede die twintigste dag van Oktober 1965 in Johannesburg onderteken.

F. L. A. BUCHANAN, Voorsitter.
G. DE C. MALHERBE, Ondervoorsitter.
T. J. MARCHAND, Sekretaris.

Metal Work: Marking and setting out, setting up and supervising machines subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines, hand welding and/or brazing, drilling and/or tapping by hand, final filling and/or assembly, the fixing of builders' smith work, metal frames and metal stairs, architectural metal work, and extruded metal.

Painting: Applying penultimate and final decorative coats of paint to all surfaces; paper hanging; signwriting.

Plastering, Screeding and Granolithic: Preparing preliminary ruling screeds; rendering materials to rough surfaces; finishing off by hand after ruling off.

Plumbing: Marking out; setting out; final fixing of assembled piping and fittings.

Steel Work: Supervising bending, placing and fixing in position of steel and steel construction.

Stonework, Masonry and Monumental Work: Drawing, designing, and setting out letters and enrichments, cutting and carving letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines, setting stone on mortar bed; marking out.

Structural Carpentry: Marking out; setting out; plumbing and levelling off columns and beams, lining up of shuttering for concreting; assembling shuttering.

Tiling: Setting tiles or other materials; plumbing angles.

Wood Machining: Marking out; setting up and supervising woodworking machines, subject to the proviso that no one artisan shall be required to supervise more than three machines, or where the total number of machines is not a complete multiple of three, more than five machines.

2. CLAUSE 6.—CONTRIBUTIONS.

Delete subclauses (1) and (2) of clause 6 and substitute therefore the following:—

“(1) The moneys of the Fund shall be acquired by means of a combined contribution by employers and employees of R4.48 per week in respect of each employee to whom this Agreement applies. Notwithstanding the provisions of clause 7 of this Agreement, 40 cents of this amount shall be set aside and held in trust by this Fund pending the establishment of a Stabilization Fund, the constitution of which shall provide for the manner in which it shall be administered and the objects of which shall be directed at stabilizing employment and generally promoting security of tenure within the Industry.

Upon the establishment of the Stabilization Fund, all moneys so held in trust shall be transferred to the said Stabilization Fund and thereafter this Fund shall each month pay over to the said Stabilization Fund all further contributions calculated at 40 cents per week collected in terms of this sub-clause.

If the Stabilization Fund contemplated by this sub-clause is not established within a period of ten months of the date of coming into force of this Agreement, all contributions received in respect of the said Stabilization Fund shall be refunded to the contributors.

(2) Each employer shall in respect of each of his employees to whom this Agreement applies, pay an amount of R4.48 per week to the Fund in accordance with the procedure laid down in sub-clauses (4) to (7) (inclusive) of this clause.”

3. CLAUSE 7.—BENEFITS UNDER THE FUND.

(a) Delete subparagraphs (i), (ii), (iii) and (iv) of sub-clause 4 (h) and substitute therefor the following:—

	Per Month.
	R
“(i) Ten years and over.....	10.00
(ii) Fifteen years and over.....	12.00
(iii) Twenty-five years and over.....	14.00
(iv) Thirty-five years and over.....	16.00

(b) Delete sub-clause (6) (c) of clause 7 and substitute therefor the following:—

“(c) Of the total of each weekly contribution prescribed in terms of clause 6 of the Agreement, the Council shall pay to the Federated Employers' Insurance Co. Limited, for the purpose of the said pension and life assurance scheme the sum of R3.80. Such payment to the Federated Employers' Insurance Company Limited, shall be made monthly.”

Signed at Johannesburg on behalf of the parties to the Council on this twentieth day of October, 1965.

F. L. A. BUCHANAN, Chairman.
G. DE C. MALHERBE, Vice-Chairman.
T. J. MARCHAND, Secretary.

No. R. 148.] [28 Januarie 1966.

**WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.****WERKRESERVERINGVASSTELLING No. 6.—BOU-
NYWERHEID, TRANSVAAL EN ORANJE-VRY-
STAAT.****VRYSTELLING TEN OPSIGTE VAN SEKERE
GEBIEDE IN TRANSVAAL.**

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel *sewe-en-sewentig* (10) van van die Wet op Nywerheidsversoening, 1956, soos gewysig, vrystelling van die bepalings van Vastelling No. 6 wat by Goewermentskennissgewing No. 17 van 2 Junie 1961 gepubliseer is, vir 'n tydperk van een jaar vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing aan alle werkgewers en werknemers vir wie die Ooreenkoms in verband met die Bou- en Monumentklipmesselnywerheid, Transvaal, gepubliseer by Goewermentskennissgewing No. R. 142 van 28 Januarie 1966 bindend is, verleen het, in dié mate dat persone wat nie Blanke persone is nie, toegelaat mag word om enige werk in genoemde Nywerheid te verrig, uitgesonderd die werk gespesifiseer in die omskrywing van „vakman” in klousule 3 van genoemde Ooreenkoms, die bediening van 'n krag aangedrewe hyskraan en die bestuur van 'n meganiese voertuig waarvan die onbelaste gewig tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat aan sodanige voertuig geheg is of daardeur getrek word, meer as 7,700 pond is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

No. R. 148.] [28 January 1966.

**INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.****WORK RESERVATION DETERMINATION No. 6.—
BUILDING INDUSTRY, TRANSVAAL AND
ORANGE FREE STATE.****EXEMPTION IN RESPECT OF CERTAIN AREAS
IN TRANSVAAL.**

It is hereby notified for general information that the Minister of Labour has, in terms of section *seventy-seven* of the Industrial Conciliation Act, 1956, as amended, granted exemption from the provisions of Determination No. 6 published under Government Notice No. 17 of the 2nd June, 1961, for a period of one year with effect from the second Monday after the date of publication of this notice, to all employers and employees bound by the agreement relating to the Building and Monumental Masonry Industries, Transvaal, published under Government Notice No. R. 142 of the 28th January, 1966, to the extent that persons who are not White persons may perform any work in the said Industry other than the work specified in the definition of „artisan” in clause 3 of the said Agreement, the work of operating a power crane and the work of driving a mechanical vehicle the unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle, exceeds 7,700 pounds.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted, by a person who is not a White person.

INHOUD.

No.	Departement van Arbeid.	BLADSY
	GOEWERMENSKENNISGEWINGS.	
R. 142.	Wet op Nywerheidsversoening, 1956: Bou- en Monumentklipmesselnywerheid, Transvaal: Hoof-ooreenkoms ...	1
R. 143.	Wet op Oorlogsmaatreëls, 1940: Bou- en Monumentklipmesselnywerheid, Transvaal ...	29
R. 144.	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Bou- en Monumentklipmesselnywerheid, Transvaal ...	29
R. 145.	Wet op Nywerheidsversoening, 1956: Bou- en Monumentklipmesselnywerheid, Transvaal: Wysiging van Vakansiefonsooreenkoms ...	29
R. 146.	Wet op Nywerheidsversoening, 1956: Bou- en Monumentklipmesselnywerheid, Transvaal: Wysiging van Mediese Hulp-fonsooreenkoms ...	33
R. 147.	Wet op Nywerheidsversoening, 1956: Bou- en Monumentklipmesselnywerheid, Transvaal: Wysiging van Bystands-fonsooreenkoms ...	35
R. 148.	Werkreserveringvasstelling No. 6: Vrystelling ten opsigte van sekere Gebiede in Transvaal ...	38

CONTENTS.

No.	Department of Labour.	PAGE
	GOVERNMENT NOTICES.	
R. 142.	Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Transvaal: Main Agreement ...	1
R. 143.	War Measures Act, 1940: Building and Monumental Masonry Industries, Transvaal ...	29
R. 144.	Factories, Machinery and Building Work Act, 1941: Building and Monumental Masonry Industries, Transvaal ...	29
R. 145.	Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Transvaal: Amendment of Holiday Fund Agreement ...	29
R. 146.	Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Transvaal: Amendment of Medical Aid Fund, Agreement ...	33
R. 147.	Industrial Conciliation Act, 1956: Building and Monumental Masonry Industries, Transvaal: Amendment of Benefit Fund Agreement ...	35
R. 148.	Work Reservation Determination No. 6: Exemption in Respect of Certain Areas in Transvaal ...	38

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(b) Alle ander lande, met inbegrip van die Unie van die Sosialistiese Sowjetrepublieke en eilande in die Middellandse See, behalwe Ciprus en Malta	15	7½	5	6
(c) Asore, Kanariese Eilande, Kaap-Verdiëse Eilande, Ysland, Madeira	15	7½	5	6
NABYE OOSTE. —				
Bahreineilande, Debal, Iran, Irak, Israel, Jordanië (Hashemitiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye	12½	7	5	5
AMERIKA. —				
Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika	22½	12	10	10
AUSTRALASIE. —				
Australië, Nieu-Seeland.....	25	12½	10	10
STILLE OSEAN. —				
Eilande in die Noordelike en Suidelike Stille Oseaan nie elders genoem nie	25	12½	10	10
OOSTERSE LANDE. —				
(a) Afghanistan, Birma, Ceylon, Indië, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Broenei, Sjina, Kokoseilande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleisië, Mantsjoerye, Filippyne, Sabah, Serawak, Timor	22½	12	10	10
(c) Japan.....	25	12½	10	10

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(b) All other countries, including the Union of Soviet Socialist Republics and islands in the Mediterranean Sea except Cyprus and Malta	15	7½	5	6
(c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira	15	7½	5	6
NEAR EAST. —				
Bahrain Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Lebanon, Muscat, Saudi Arabia, Sharjah, Syria, Turkey	12½	7	5	5
AMERICA. —				
Canada, United States of America, Central and South America	22½	12	10	10
AUSTRALASIA. —				
Australia, New Zealand.....	25	12½	10	10
PACIFIC. —				
Islands in the Northern and Southern Pacific Ocean not mentioned elsewhere	25	12½	10	10
EASTERN COUNTRIES. —				
(a) Afghanistan, Burma, Ceylon, India, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Brunel, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaysia, Manchuria, Philippines, Sabah, Sarawak, Timor	22½	12	10	10
(c) Japan.....	25	12½	10	10

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