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STAATSKOERANT
 VAN DIE REPUBLIEK VAN SUID-AFRIKA



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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 821 19 May 1972

INDUSTRIAL CONCILIATION ACT, 1956

**BUILDING INDUSTRY, NORTHERN NATAL.—
 AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 8, 19 (1) (h), 37, 38 and 39, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Vryheid, Dundee, Klip River, Estcourt, Dannhauser, Newcastle, Glencoe, Utrecht and that portion of the Magisterial District of Mooi River which, prior to 1 September 1964 fell within the Magisterial District of Estcourt; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2, 8, 19 (1) (h) and (4) (b), 21 (3) (e), 37, 38 and 39, shall *mutatis mutandis* be

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 821 19 Mei 1972

WET OP NYWERHEIDSVERSOENING, 1956

**BOUNYWERHEID, NOORD-NATAL.—
 OOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 8, 19 (1) (h), 37, 38 en 39, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Vryheid, Dundee, Kliprivier, Estcourt, Dannhauser, Newcastle, Glencoe, Utrecht en daardie gedeelte van die landdrosdistrik Mooirivier wat voor 1 September 1964 binne die landdrosdistrik Estcourt geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 8, 19, (1) (h) en (4) (b), 21 (3) (e), 37, 38 en 39, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens

binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY

AGREEMENT

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

Building Industries Federation (South Africa)

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

The Amalgamated Society of Woodworkers of South Africa

The Amalgamated Union of Building Trade Workers of South Africa

White Building Workers Union

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

being the parties to the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Magisterial Districts of Vryheid, Dundee, Klip River, Estcourt, Dannhauser, Newcastle, Glencoe, Utrecht and that portion of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial District of Estcourt, by all employers and employees in the Building Industry who are members of the employers' organisation or trade unions respectively.

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

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

(b) apply to trainees in so far as they are not inconsistent with the provisions of or any conditions fixed under the Training of Artisans Act, 1951;

(c) not apply to clerical employees or to employees engaged in administrative duties or to any member of an administrative staff;

provided that clauses 20 (1) to 20 (4) inclusive and 23 shall apply only to apprentices, trainees and employees for whom wages are prescribed in clause 17 (1) (h), and (j).

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be determined by the Minister of Labour in terms of section 48 of the Act, and shall remain in force for a period of 36 months, or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"agent" means a person appointed by the Council in terms of the provisions of section 62 (7) of the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, or deemed to have registered under the said Act, and includes a minor on probation;

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

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

in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoenig, 1956, aangegaan tussen die

Building Industries Federation (South Africa)

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

The Amalgamated Society of Woodworkers of South Africa

The Amalgamated Union of Building Trade Workers of South Africa

Blanke Bouwerkersvakbond

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die landdrosdistrikte Vryheid, Dundee, Kliprivier, Estcourt, Dannhauser, Newcastle, Glencoe, Utrecht en daardie gedeelte van die landdrosdistrik Mooirivier wat voor 1 September 1964 binne die landdrosdistrik Estcourt geval het, nagekom word deur alle werkgewers en werknemers in die Bounywerheid wat onderskeidelik lede van die werkgewersorganisasie of die vakverenigings is.

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

(a) op vakleerlinge van toepassing slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak aangegaan of voorwaardes daarkragtens voorgeskryf, onbestaanbaar is nie;

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

(c) nie op klerklike werknemers of op werknemers wat administratiewe pligte verrig of op 'n lid van die administratiewe personeel van toepassing nie;

Met dien verstande dat klousules 20 (1) tot en met 20 (4) en 23 slegs van toepassing is op vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 17 (1) (h), (i) en (j) voorgeskryf word.

2. GELDIGHEDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van 36 maande of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS

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

"Wet" die Wet op Nywerheidsversoenig, 1956;

"agent" iemand wat ooreenkomstig artikel 62 (7) van die Wet op Nywerheidsversoenig, 1956, deur die Raad aangestel is;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat ooreenkomstig die Wet op Vakleerlinge, 1944, geregistreer is of geag word aldus geregistreer te wees en ook 'n minderjarige op proef;

"bootsmanstoel" 'n hangende plafformsitplek wat bedoel is om een persoon in 'n verhewe posisie te ondersteun in verband met bou- of uitgrawingswerk;

"bouershyser" 'n toestel wat in verband met bouwerk gebruik word om materiaal deur middel van 'n platform, hysbak, hysbok of ander houër op 'n vaste leibaan of -bane op te trek of te laat sak;

"building assistant, Class I," means an employee engaged under supervision on any or all of the following:

Operating a sliding belt sanding machine; laying of random rubble walling; cramping flush doors; gluing and fixing edging to shelves and flat board mass produced in workshops; nailing of hardboard or similar materials as backs to fittings; nailing up drawers and trays (including bottoms) by nailing machine in workshop; building walls of blocks, except setting out and building corners and laying of decorative grille blocks; laying of pipes to falls; laying of precast surface channels; laying of precast concrete slabs, slate or brick paving including beading and jointing but excluding setting out; assembling and fitting of lead, copper and plastic piping for waste, soil, water (hot and cold), central heating, cooling, fire, gas and similar installations, when assembled and fitted in workshop in mass produced unites for housing; assembling on site and fixing of asbestos, galvanised iron and plastic gutters and downpipes excluding downpipes in columns; applying size, distemper and similar materials; applying priming and undercoats; limewashing; painting of steel girders with a primer paint; painting of all roofs; applying anti-corrosive paints to structural steelwork and tanking; applying water-proofing compounds to surfaces;

"building assistant, Class II," means an employee engaged, under supervision, on any or all of the following:

Operating a sandpapering and spinning machine on flooring; operating a mall and biax or similar type of portable spinner flexible cutting, finishing and similar machine; fixing of roof tiles to battens; laying of outdoor paving in broken slate, granite or stone; operating drum and belt sanders; operating edge trimming machine; operating and trimming saws; framing up with corrugated fasteners;

"block" means a walling unit the mass of which is five kilogrammes or more;

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or 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 prepared or the necessary articles are made on the sites of the buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein, who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staff, nor the "Electrical Industry" and the installation, maintenance or repair of lifts in buildings:

Asphalting, which includes covering of floors, flat and/or sloping roofs, water-proofing or damp-proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or mulsified 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 brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in composition, drainlaying, slating, roof tiling, and cement caulking of earthenware pipes;

concrete work, which includes the supervision of concrete being placed *in situ* and levelling the surfaces thereof;

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, other than electric lights or signs and glazing relating thereto;

"bou-assistent, klas I," 'n werknemer wat onder toesig een van of al ondergenoemde bedrywighede beoefen:

Bediening van 'n skuifbandskuurmasjien; lê van ongelaaide rukkilmure; klamp van vlakdeure; lym en vassit van randstukke aan rakke en platbord wat in werkwinkels in massa geproduseer is; vasspyker van hardebord of soortgelyke materiaal as rugstukke aan los toebehore; aanmekearspyker van laaie en vlaklaaie (met inbegrip van bome) met 'n spykermasjien in die werkwinkel; die bou van bolkmure, uitgesonderd die afmerk en bou van hoeke en die lê van dekoratiewe roosterblokke; die lê van pype volgens hellings; die lê van voorafgegieste oppervlakkanale; die lê van voorafgegieste betonblaaië, plaveisel van leiklip of baksteen, met inbegrip van kraallyswerk en voeging, dog nie die afmerk daarvan nie; montering en aanbring van lood-, koper- en plastiekpype vir afval, vuil, water (warm en koud), sentrale verwarming, verkoeling, vuur, gas en soortgelyke installasies, wanneer dit in die werkwinkel gemonteer en in massageproduseerde eenhede vir behuising aangebring is; montering op die perseel en aanbring van geute en geutpype van asbes, gegalvaniseerde yster en plastiek, uitgesonderd geutpype in pilare; die aanbring van muurlym, distemper en dergelyke materiale; die aanbring van grond- en onderlae; afwitting; die verf van staallêers met 'n grondlaag; die verf van alle dakke; die aanbring van korrosiewerende verve op struktuurstaalwerk en tenks; die aanbring van waterdigte mengsels op oppervlakke;

"bou-assistent, klas II," 'n werknemer wat onder toesig een van of al ondervermelde bedrywighede beoefen:

Die gebruik van 'n skuur- en draaiskuurmasjien op vloere; die gebruik van 'n mall- en biax- of soortgelyke tipe verlaasbare draaiskuurmasjien, snymasjien, afwerk- en soortgelyke masjien; die vassit van dakteëls aan latte; die lê van buitenshuise plaveisel met gebreekte leiklip, graniet of klip; bediening van trom- en bandskuurmasjiene; bediening van 'n randafwerkmasjien; bediening van eindafwerksae; monterwerk aan rame met kartelkramme;

"blok" 'n muureenheid met 'n massa van vyf kilogram of meer;

"Bounywerheid" of "Nywerheid", 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 of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou 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 daarin uitgevoer word deur persone wat by ondergenoemde ambagte of by onderverdelings daarvan betrokke is, maar dit sluit nie klerklike werknemers en administratiewe personeel in nie en ook nie die "Elektrotegniese Nywerheid" 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 dampdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of ongeglasuurde oppervlakke, of nie, en afgesien daarvan of termacadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastic of emulsie-asfalt of bitumen gebruik word of nie en of dit warm of koud op sodanige dakke, vloere of kelders of fondamente aangebring word;

messelwerk, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, platblokke of -plate, betoeling van mure en vloere, voegwerk aan steenwerk, voegstryking plaveiwerk, mosaiekwerk, voorwerk met leiklip, marmer en komposisiemateriaal, rioolaanleg, leiklipwerk, pandekking en sementkalfaatwerk aan erdepype;

betonwerk, wat die toesighouding oor die giet van beton op die terrein en die gelykmaak van die oppervlakke daarvan insluit;

lakpolitowerk, wat politowerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof insluit;

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

skrynerwerk, wat die volgende insluit: Die aanbring van alle houttoebehorens en die vervaardiging van alle skrynerwerkartikels wat met sodanige toebehorens in verband staan, afgesien daarvan of die aanbringwerk in die gebou of bouwerk gedoen word deur die persoon wat die artikel wat gebruik word, vervaardig of berei het, en dit sluit ook kaste, kombuisaste of ander kombuistoebehorens in wat as 'n permanente deel van die gebou aangebring word;

beglasing, wat die vervaardiging en/of aanbring van lood- en/of ander metaalligte en -reklameborde, uitgesonderd elektriese ligte of tekens en die glaswerk wat daarmee in verband staan, insluit;

masonry, which includes stone cutting and building (also the cutting and building of ornamental and monumental stonework), concreting and the fixing or building of precast or artificial stone or marble, paving, mosaic work, pointing, wall and floor tiling, operating of 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, together with the manufacture and/or fixing of drawn metal work and sheet and extruded metal, whether or not the fixing in a building or structure is done by the person making or preparing the article used;

painting, which includes decorating, paper hanging, glazing, varnishing, graining, marbling, spraying, signwriting and wall decoration;

plastering, which includes modeling, 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 and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceiling and walls, whether or not the fixing in the buildings or structure is done by the person making or preparing the articles used;

plumbing, which includes brazing and welding, leadburning, 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 used in the building industry, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

steel reinforcing, which includes supervising the bending, placing and fixing in position of steel;

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

woodworking, which includes carpentry, panelling and polishing and sandpapering of same, woodworking machining, turning, carrying, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal and covering of metal with woodwork, block and other flooring, including wood, linoleum, rubber compositions, 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 the definition when such laying is incidental to the sale of linoleum and forms no portion of the direct cost to the customer;

"Council" means the Pietermaritzburg and Northern Areas Industrial Council for the Building Industry, registered in terms of section 19 of the Act;

"country jobs" means all jobs situated within the area to which the scope of this Agreement applies, but beyond a radius of 25 kilometres from the main post office of any town or village where an employer may have his licensed place of business prior to the commencement of a job;

"craftsman" and/or "foreman" means an employee engaged on any one or more of the following operations in any one or more of the trades indicated below:

Asphalting, supervision of all asphalting operations;

bricklaying, setting out from plans, laying of preconstructed stone blocks, grille blocks, face and other bricks, glass bricks, capping and sill tiles, all brickwork corners, plumbing angles; tuck pointing;

metal working, marking and setting out; setting up and supervising machines, subject to the proviso that no one craftsman shall be required to supervise more than three machines; hand welding and brazing; drilling and tapping by hand; final filling

klipmesselwerk, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van voorafgegiëte of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerbeteëling, die bediening van 'n mall- en biax- of soortgelyke tipe draagbare draaiskuurmasjien, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie en die skerpmaak van klipmessaarsgereedskap, afgesien daarvan of die persoon wat die artikel wat gebruik word, gemaak of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

metaalwerk, wat die volgende insluit: Die aanbring van staal-plafonne, metaalvensters, metaaldeure, sierrmetaalwerk, metaalrame en metaaltrappe en boumetaalwerk, tesame met die vervaardiging en/of aanbring van getrokke metaalwerk en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat die artikel wat gebruik word, gemaak of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, glasuurwerk, verniswerk, vlamskilderwerk, marmering, spuitverfwerk, letterskilderwerk en muurversiering;

pleisterwerk, wat die volgende insluit: Boetseerwerk, die maak van vorms, die aanbring van voorwerk in stortels volgens vorms, die maak van en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terras- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n mall- en biax- of soortgelyke tipe draagbare draaiskuurmasjien, buigsame sny- en afwerkmasjien, voorafgegiëte en mosaïekwerk, metaalbladwerk, akoestiek spuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat die artikels wat gebruik word, gemaak of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanleg, sanitêre en huisingenieurswerk rioolaanleg, kalfaatwerk, ventileerwerk, verwarming, die aanlê van warm en koue water, brandweerinstantellering en die vervaardiging en aanbring van alle plaatmetaalwerk wat in die Bounywerheid gebruik word, afgesien daarvan of die persoon wat die artikel wat gebruik word, gemaak of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

uitrus van winkels, kantore en banke, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterskerms, vertoonkaste, toonbanke, skerm en los en vaste binnetoebehoere; *staalwapening*, wat toesighouding oor die buig, plaas en vassit van staal in die regte posisie insluit;

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

houtwerk, wat die volgende insluit: Timmerwerk, paneelwerk en die polering en skuur daarvan, houtmasjienwerk, draaiwerk, houtsniewerk, die aanbring van golfyster, klank- en akoestiek-materiaal, kurk- en asbesisolasië, houtdraaiwerk, komposisieplafonne en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal en die bedekking van metaal met houtwerk, blok- en ander vloerwerk, met inbegrip van hout, linoleum, rubberkomposisies, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n mall- en biax- en dergelyke tipe draagbare draaiskuurmasjien, buigsame sny-, afwerk- en poleermasjien, bekisting en/of bereiding van vorms vir beton, afgesien daarvan of die persoon wat die artikel wat gebruik word, gemaak 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 die omskrywing wanneer sodanige lêwerk gepaard gaan met die verkoop van linoleum en geen deel uitmaak van die regstreekse koste van die klant nie;

"Raad" die Nywerheidsraad vir die Bounywerheid, Pietermaritzburg en Noordelike Gebiede, geregistreer ooreenkomstig artikel 19 van die Wet;

"plattelandse werk" alle werk binne die gebied waarop hierdie Ooreenkoms van toepassing is maar buite 'n radius van 25 kilometer vanaf die hoofposkantoor van enige stad of dorp waar 'n werkgever sy gelisensieerde besigheidsplek het voordat hy met so 'n stuk werk begin;

"ambagsman" en/of "voorman" 'n werknemer wat een of meer van ondergenoemde werksaamhede in een of meer van ondervermelde ambagte verrig:

Asfaltwerk, toesig oor alle werksaamhede in verband met asfaltwerk;

messelwerk, afmerk volgens planne; die lê van voorafvervaardigde klipblokke, roosterblokke, sier- en ander stene, glasstene, dek- en druppelteëls, alle steenmesselhoeke, loodgietershoeke; rifvoegwerk;

metaalwerk, merk en afmerk; opstel van en toesighouding oor masjiene, met dien verstande dat daar van geen ambagsman vereis mag word dat hy oor meer as drie masjiene toesig hou nie; met die hand sweis en sweissoldeer; met die hand boor en

and/or assembly; fixing of builder's smith and founder work, metal frames and stairs, architectural metal work and extruded metal;

plastering, modelling and model-making; mould-making; preparing preliminary ruling screeds; rendering materials to surfaces; granolithic work; screeds to floors to receive finished covering such as blocks and vinyl floor-tiles and sheeting, etc.;

plumbing and drainlaying, marking out; setting out; final fixing of assembled piping and fixtures, soldering and brazing on site; supervising laying of pipes to falls;

steel work, supervision of bending, placing and fixing in position of steel reinforcement and steel construction materials;

tiling, setting and fixing of tiles, mosaics, or similar materials;

lead light making, setting out of templates or drawing on boards, cutting and leading of glass; soldering and the insertion of fixing wires;

stone and monumental masonry, drawing, designing and setting out of letters and enrichments; cutting and carving of 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 beds; marking out; fixing of precast or artificial stone or marble; tool sharpening;

wood machining, setting up machines; supervising machines, subject to the proviso that no one craftsman shall be required to supervise more than two machines; provided that the Council may authorise the supervision of more machines by one craftsman;

shop joinery, marking and setting out, manufacturing, assembling, planing, finishing and fixing finished woodwork;

shopfitting, all operations included under shop joining plus assembling and fixing of shopfronts, shop, office and bank fittings;

site joining, making, fixing and finishing of joinery and timber mouldings;

structural carpentry, marking out, setting out, fabricating, plumbing, levelling, adjusting, securing, lining up and fixing materials;

painting, applying paint, varnish and other similar materials to all surfaces (excluding the painting operations specified in the definition of "building assistant, Class I"); paper-hanging and signwriting;

glazing, cutting of glass or similar materials, face-puttying and fixing of glazing beads;

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

"Electrical Industry" means—

(a) the design, preparation, erection, installation, repair and maintenance of all electrical equipment, forming an integral and permanent portion of buildings including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere; and

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;

"emergency work" without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work prescribed in clause 14 (1) and which is necessary to ensure the health or safety of the public or the carrying on of any other industry, business or undertaking or any work which, owing to causes such as fire, storm, flood, accident or act of violence must be performed without delay;

"labourer, Grade I," means an employee engaged, under supervision, on any or all of the following:

In charge of labourers mixing, laying and screeding concrete; operating a hoist, concrete or mortar mixer or any similar machine; caulking of joints in drains; in charge of employees

moerdraad sny; finale vyl- en/of monteerwerk verrig; vassit van siermetaal en gietwerk, metaalrame en trappe, boumetaalwerk en uitgedrukte metaal;

pleisterwerk, boeteerwerk; die maak van vorms; gereedmaak van voorbereidende bepalende gipspleisters; raping van stowwe aan oppervlakte; granolietwerk; gidspleister vir vloere waarop 'n afdekkings soos blokke en vinielvoertels, -stroke, ens., aangebring moet word;

loodgieterswerk en rioolaanleg, merk; afmerk; finale aanbring van gemonteerde pype en toebehorens, soldeer- en sweissoldeerwerk op die terrein; toesighouding oor die lê van pype; volgens hellings;

staalwerk, toesighouding oor die buig, plasing en aanbring van staalwapening en staalkonstruksiemateriaal;

teëlwerk, die lê en vassit en teëls, mosaïek of ander soortgelyke materiaal;

ruit-in-loodwerk, patrone of tekenings op borde afmerk; glas sny en dit in lood vat; soldeerwerk en die invoeging van hegrade;

klip- en monumentklipmesselwerk, letters en versierings teken, ontwerp en afmerk; letters met die hand en 'n lugdrukhamer sny en uitkerf; finale oppervlaktewerking en afwerking van klip of vervangingsmateriaal met die hand in die regte grootte, dog nie poleerwerk nie; masjiene opstel; klip of daghalae vassit; afmerk; vassit van voorafgegiete of kunsklip of marmer, skerpmaak van gereedskap;

houtmasjienswerk, masjiene opstel; toesighou oor masjiene: Met dien verstande dat daar van geen ambagsman vereis word dat hy toesig hou oor meer as twee masjiene nie: Voorts met dien verstande dat die Raad magtiging kan verleen dat een ambagsman oor meer masjiene toesig hou;

winkelskrynerwerk, uitmerk en afmerk, vervaardiging, monter, ring, skaaf, afwerk en aanbring van voltooid houtwerk;

uitrus van winkels, alle werksaamhede wat onder winkelskrynerwerk ressorteer, asook die montering en installering van winkelfronte en winkel-, kantoor- en bankuitrusting;

terreinskrynerwerk, die maak, aanbring en afwerking van skrynerwerk en houtlyste;

boutimmerwerk, uitmerk en afmerk, vervaardiging, loodgieterswerk, waterpassing, stelwerk, hegwerk, rig en aanbring van materiaal;

skilderwerk, verf, vernis en ander soortgelyke stowwe aan alle oppervlakte aanbring (uitgesonderd die skilderwerksaamhede in die omskrywing van "bou-assistent, klas I" genoem); plak- en letterskilderwerk; ruite insit, glas of soortgelyke materiaal sny, voorstopverf aanbring en ruitkraallyste aanbring;

"motorbestuurder" 'n werknemer wat 'n motorvoertuig bestuur, en by die toepassing van hierdie woordomskrywing omvat die uitdrukking "n motorvoertuig bestuur" alle bestuurtye, asook alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op diens te bly, gereed om te bestuur;

"Elektrotegniese Nywerheid"—

(a) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting, wat 'n integrerende en permanente deel van geboue vorm, met inbegrip van bedrading, kabellasterwerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee in verband staan, hetsy die werk verrig en die materiaal berei word op die terrein van die geboue of bouwerke of elders;

(b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellasterwerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig en die materiaal berei word op die terrein van die geboue of bouwerke of elders; en

(c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van bedrading, kabellasterwerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig en die materiaal berei word op die terrein van die geboue of bouwerke of elders;

"noodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, alle werk wat nie binne die gewone werktuure soos voorgeskryf in klousule 14 (1), verrig kan word nie en noodsaaklik is ten einde die gesondheid of veiligheid van die publiek of die beoefening van enige ander nywerheid, saak of onderneming te verseker of enige werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of gewelddaad sonder versuim verrig moet word;

"arbeider, graad I," 'n werknemer wat onder toesig enigeen van of al ondergenoemde werksaamhede verrig:

Toesighouding oor arbeiders wat beton meng, lê en afvlak; bediening van 'n hystoestel, beton- of daghamenger of dergelyke masjiens; kalfaterwerk aan lasplekke in rioolpype; toesighou-

engaged in stripping of shuttering; in charge of employees engaged in scaffolding erecting; operating a power-driven grinding machine and/or filing by hand; operating swing saws, stone polishing machinery and compressors for stone work; feeding material to roller fed woodworking machines; fixing of steel spring clips to aluminium covering strips; placing veneered or plain or vyanide/vynalast clad panels of chipboard, gypsum or asbestos-cement manufacture in position and pressing the holding cover strips in position; operating an electrically driven orbital sander using sand/waterpaper of a grade from 400 to 120; operating power-driven crane; applying cement washing to all surfaces; bitumastic treatments to all surfaces; erecting steel formwork and columns, excluding lining up; cutting of poles and wedging up; drilling holes, repetitive cutting of rough materials on site with power tools; jointing of all brickwork, cutting brick or similar materials; operating a rotating solid disc-type machine for screeding of cement or granolithic floors and floating of concrete when such machine is used preparatory to further finishing; butting and trimming of wedges; cutting of glue blocks; operating automatic press; operating portable grinding and similar machines; bending and/or body forming of metal by machine;

"labourer, Grade II," means an employee engaged on any or all of the following:

Application of carbolineum to sprockets and battens and application of carbolineum to any other surface; applying any liquid reviver to brickwork, slasto or similar material; applying back putty for glazing and cleaning off excess tags therefrom; assisting craftsmen by grain filling preparatory to polishing of wood surfaces with fabric; assisting craftsmen in the application of hot glue to tenons or wood surfaces prior to cramping or pressing; assisting craftsmen 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; 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 off glass after glazing; cleaning completed frames in preparation for puttying; cleaning off 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 or machine 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 holding; cutting up scrap metal by hand; cutting, drilling, chasing and plugging in brick and concrete; cutting of roofing tiles with the hand-cutting machine under supervision; digging or taking out stone or soil for foundations, trenches, drains and channels; drawing off material from all woodworking machines; drilling holes by machine; drilling or punching metal by power or hand machines under supervision; erecting hoists under supervision; erecting scaffolding under supervision; excavating on ground, soft and hard rock and using a jackhammer and removing excavated stone and soil; feeding crosscut machines; feeding materials to manually fed woodworking machines in workshops, excluding spindle, surfacer and circular saw; feeding materials to mechanically fed woodworking machines; 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 point of brick and concrete beam under supervision; filling in joints and cleaning of all wall tiles, excluding jointing and pointing; filling of mould with a facing mixture and concrete mixture using a shovel; fixing hoop iron, steel or wire stiffeners to strengthen shuttering; fixing dampcourse 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 under supervision; 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; knotting or painting of nailheads on ceilings; laying, levelling and screeding of concrete and operating a concrete vibrator, under supervision; laying loose tiles on surfaces without bedding, provided no tools are used; lime-washing of foundations and lime-washing and the use of tar or similar products on buildings and latrines occupied and to be used by Bantu and/or rough timber such as floor joints and underside of ground floors, provided that the terms "foundations" and "underside of ground floors" shall not include any

ding oor werknemers wat bekisting afbreëk; toesighouding oor werknemers wat steiers oprig; bediening van 'n kragaangedrewe slypmasjien en/of handvylwerk; bediening van hangsaag, klippo-leermasjinerie en kompressors vir klipwerk; materiaal voer in houtwerkmasjiene met roltoevoer; staalveerklamme aan aluminiumdekstroke vasheg; fineer- of gewone of vyanide-vynalast-beklede panele van spaanderbord, gips of asbesement in posisie plaas en die werende dekstroke op hul plekke vasdruk; 'n elektries aangedrewe baanskuurmasjien bedien met gebruikmaking van skuurwaterpapier van graad 400 tot graad 120; 'n kragkraan bedien; alle soorte oppervlakke met sementmengsel afwit; bitumastiekbehandeling van alle soorte oppervlakke; staalbekisting en -pilare oprig, dog sonder om dit in lyn te bring; pale saag en opkeil; gate boor, ruwe materiaal volgens 'n herhalingsmetode met masjiengereedskap op die terrein saag; alle soorte steenmesselwerk voeg, bakstene of soortgelyke materiaal sny; 'n roteermasjien met soliede skywe vir die afvlakking van sement- of granolietvloere bedien wanneer sodanige masjien gebruik word voordat verdere afwerking plaasvind; wies stuit en afwerk; lymblokke saag; 'n outomatiese pers bedien; verplaasbare slyp- en soortgelyke masjiene bedien; metaal met 'n masjien buig en/of fatsoeneer;

"arbeider, graad II," 'n werknemer wat een van of al ondergenoemde werksaamhede verrig:

Aanbring van karbolineum aan wipstukke en latte en enige ander oppervlak; enige vloeibare opfrissingsmiddel aan steenmesselwerk, slasto of soortgelyke materiaal aanbring; agterstopverf vir beruiting aanbring en oortollige stopverf verwyder; ambagsmanne help deur die draad van houtoppervlakke te vul voordat sodanige houtoppervlakke met 'n lap gepoleer word; ambagsmanne help met die aanbring van warm lym aan tappe of houtoppervlakke voordat dit geklamp of gepers word; ambagsmanne help om staaltutte in posisie te plaas, aan die draers vas te maak en dit op die regte hoogte te stel; hangsaag onder toesig bedien, help om klippe reg te sit en saaglemme aan te bring met die doel om te werk met hangsaag en poleermasjinerie en/of met slypsteenmasjinerie werk; saksmeewerk verrig aan mure en plafonne; oorskiet- of afvalmetaal met die hand of 'n masjien baal; staalbewapeningsmateriaal bind of vasbind met draad en sodanige materiaal onder toesig sny, buig, monteer, oprig en vassit; dagha, stene, klip, beton of ander materiaal dra; glas skoonmaak nadat ruite ingesit is; voltooië rame skoonmaak vir stopverfwerk; vorms, werkbanke, werfpersele, gereedskap, ens., skoonmaak; klaat of ander harde houtsoorte skoonmaak deur oplosmiddels en staalwol te gebruik; staalvensters en -deurkosyne onder toesig koppel; pype en staaltawe, uitgesonderd dié wat van koper gemaak is, onder toesig met die hand of 'n masjien sny, vasskroef, buig en skroefdraad daarin sny; steierpale of stutte met 'n treksaag afsaag; voglae sny en in posisie plaas; vertandings en uitandings sny vir verbandsteenmesselwerk; hoepelyster sny, buig en vashou; afvalmetaal met die hand opsaag; stene en beton saag, boor, gleuwe daarin maak en proppe daarin aanbring; dakpanne onder toesig met 'n handsnymasjien sny; klip of grond uitgrawe of uithaal vir fondamente, slote, riote en kanale; materiaal van alle houtwerkmasjiene afneem; gate boor met 'n masjien; metaal met 'n krag- of handmasjien onder toesig boor of pons; hysers onder toesig oprig; steiers onder toesig oprig; uitgrawings maak in grond, sagte en harde rots, en 'n klopboor gebruik en die klip en grond wat uitgegrawe is, verwyder; dwarssnymasjiene voer; materiaal in handgevoerde houtwerkmasjiene in werkwinkels voer, uitgesonderd spil, vlakslyper en sirkelsaag; materiaal voer in houtwerkmasjiene met meganiese toevoer; gate of duike in die hoorvlak 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 voegwerk en voegvulling; vorms met 'n voorwerkmengsel en betonmengsel vul deur 'n graaf te gebruik; hoepelyster-, staal- of draadverstyings aanbring om bekisting te versterk; voglaagstroke aan die kante van staal- en houtrame vassit; kloue onder toesig aan staalvensters en deurkosyne vassit; sand, klip en sement afmeet; muur- en vloerteëls pasmaak; die bryvulling van voë en die opvul van die agterkant van klipwerk nadat dit gelê is, onder toesig; die bryvulling van voë tussen stene en vloerteëls en die skoonmaak daarvan; bekisting hys en in posisie plaas maar dié nie vassit nie; staal hys en in posisie plaas onder toesig; stopverf brei totdat dit die regte konsistensie het; toelak of toeverf van spykerkoppe in plafonne beton lê, gelykmaak en afvlak en 'n betontriller onder toesig bedien; los teëls, sonder bedding, op oppervlakke lê mits geen gereedskap gebruik word nie; fondamente afwit en geboue en latrines wat geokkupeer en gebruik sal word deur Bantoes en/of ruwe timmerwerk soos vloerbalke en die onderkant van grondverdiepingvloere afwit of met teer of 'n soortgelyke stof behandel. Met dien verstande dat die uitdrukkings "fondamente" en "onderkant van grondverdiepingvloere" nie 'n deel van 'n gebou wat gebruik word of bestem

portion of a building utilised for such purposes as cellars, parking bays, store rooms and the like; loading and unloading materials and goods; applying key coat preparatory to application of finishing coat of mastic asphalt on all vertical and inclined surfaces; mixing mastic, asphalt in pots, attending to fires, carrying mixed material to site of laying, cleaning up under supervision; mixing asphalt macadam, dumping and placing material at laying site, rolling with handrollers; oiling and greasing machinery when not in operation; priming of surfaces with bitumastic or waterproofing solutions; preparing roofs, including scraping and wirebrushing prior to painting; painting of joints and backs of stone with waterproofing compound; preservative painting of all builder's plant; removing rust and scale from iron or steel surfaces; removing loose and flaking paint from gutters, drainpipes or other surfaces, under supervision when a blowlamp or paint solvent is being used; removing plaster from steel or wood surfaces in new buildings prior to painting; sandpapering between coats; 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 craftsman's work is done by a labourer, Grade II; washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blowlamp 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; raking out of brick joints and preparation of surfaces for plastering; removing stains and cement on stone, artificial stone, slate, terracotta or similar surfaces with carborundum blocks or rubbing machines, scraping down finished faces of products using a wire steel brush and a scrubbing brush by hand; shovelling materials into, or removing them from mortar or concrete mixing machines, sieving sand and mixing mortar or concrete by hand with shovels; stopping, putting woodwork, walls and ceilings; slushing of surfaces preparatory to plastering; stopping of joints of moulds with plaster of paris under supervision; stripping shuttering under supervision; setting up of moulds, and stripping of casings and castings; tamping of and the filling in of moulds, excluding the use of plasterers' trowels; treating of gutters and downpipes with any liquid which oxidises galvanised surfaces prior to painting treating timber with preservative under supervision; tying of roof tiles with wire; washing down bricks; wedging up wood props under supervision; working jackhammers or using hammer and punch for splitting stone or drilling dowel holes; assisting craftsmen or higher graded workers wherever necessary, but not to perform the work of a craftsman or such higher graded employees; any other work of an unskilled nature not elsewhere specified or apportioned to any other class or grade of employee;

"learner" means an employee of the age of 21 years and over serving under a written contract of learnership in terms of clause 4 in the occupation of asphalter or glazier or roofing fixer;

"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 burglar-proofed, the whole to be constructed to provide a place of adequate size for the safekeeping of employees' tools or clothes at any time;

"night watchman and/or patrolman" means any person engaged in guarding premises, buildings, gates or other property;

"operator of a power-driven crane" means an employee whose competency to operate a power-driven crane has been certified by his employer, thereby ensuring the safety of all concerned;

"overtime" means all time worked in excess of the hours prescribed in clause 14 (1);

"piece-work" means any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work;

"priming coat" means a preparatory coat to be applied prior to the penultimate and final coats;

"suitable sleeping accommodation" means a waterproof shelter capable of being securely locked, with a wooden floor and necessary washing and lavatory accommodation; and shall include the supply of stretchers and mattresses by the employer;

is om gebruik te word vir doeleindes soos kelders, parkeerruimtes, pakkamers, ens., insluit nie; materiaal en goedere op- en aflaai; 'n kleeflaag aanbring ter voorbereiding vir die aanbring van 'n afwerklaag van mastikasfalt op alle vertikale en skuins oppervlakke; mastikasfalt in potte meng, vure stook, gemengde materiaal aandra na lêterrein, skoonmaak onder toesig; asfalt-macadam meng, materiaal op lêterrein ophoop en plaas en dit met handrollers uitrol; masjinerie olie en smeer wanneer dit nie loop nie; 'n grondlaag van bitumineuse of waterdigtingsoplossings op oppervlakke aanbring; dakke gereed maak voordat dit geverf word, met inbegrip van skraap- en draadborselwerk; voë en agterkante van klip met 'n waterdigte mengsel verf; preserveerverf aanbring op bouersuiterusting; roes en ketelsteen verwyder van yster- of staaloppervlakke; onder toesig los en geskilleerde verf verwyder van geute, geutpype of ander oppervlakke, met gebruikmaking van 'n blaaslamp of verpopsmiddel; pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit geverf word; tussen die aanbring van verflae die oppervlak met skuurpapier bewerk; oppervlakke wat voorheen afgewit was of ander oppervlakke afskraap en afvryf, dog sonder om herstelwerk aan sodanige oppervlakke te verrig; mure of ander oppervlakke afskraap of was voordat dit geverf word, mits geen gereedschap wat gewoonlik deur skilders gebruik word, gehanteer word nie en geen ambagswerk deur 'n arbeider, graad II, verrig word nie; nuwe gegalvaniseerde oppervlakke afwas voordat dit geverf word, en nuwe gegalvaniseerde oppervlakke onder toesig behandel met gebruikmaking van 'n blaaslamp of verpopsmiddel; skuurmiddels van alle soorte, met inbegrip van vryfmengsels, met die hand aanwend op werk wat in gereedheid gebring word vir verf- en spuitwerk; ook skuurpapier wat nie fyner mag wees nie as Oakey se No. 2-sterkte of die ekwivalent daarvan, mag gebruik word vir enigeen van hierdie skoonmaakprosesse, maar slegs skroborsels of draadborsels mag gebruik word; voë tussen stene uitkrap en oppervlakke gereed maak vir pleisterwerk; vlekke en sement verwyder van klip, kunsklip, leiklip, terra cotta of dergelike oppervlakke met karborundumblokke of vryfmasjiene; die afgewerkte voorvlakke van produkte met die hand afskraap met gebruikmaking van 'n staalborsel en 'n skroborsel; materiaal met grawe ingooi in of verwyder uit dagha- of betonmengmasjiene, sand sif en dagha of beton met grawe meng; houtwerk, mure en plafonne opvul of met stopverf bewerk; oppervlakke flodder voordat dit gepleister word; voë van vorms onder toesig met gips toestop; bekisting onder toesig afbreek; vorms opstel, bekisting afbreek en vorms van gietstukke verwyder; gietels in vorms vasstamp en vorms vul sonder om pleisteraartroffels te gebruik; geute en geutpype behandel met enige vloeistof wat gegalvaniseerde oppervlakke oksideer voordat dit geverf word; timmerhout onder toesig met 'n preserveermiddel behandel; dakpanne met draad vasbind; stene afwas; houtstutte onder toesig opkeil; met klopboor werk of 'n hamer en pons gebruik om klip te splits of tapgate te boor; ambagsmanne of hoër gegradeerde werkers wanneer nodig help, sonder om die werk van 'n ambagsman of sodanige hoër gegradeerde werknemers te verrig; of enige ander ongeskoolde werk verrig wat nie elders gespesifiseer of aan enige ander klas of graad werknemer toegewys is nie;

"leerling" 'n werknemer wat 21 jaar oud en ouer is en diens doen ingevolge 'n skriftelike leerlingkontrak ooreenkomstig klousule 4 in die beroep van asfaltwerker of glaswerker of dakaanbringer;

"toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan, wat van beton, stene, hout, sink of 'n kombinasie daarvan gemaak is, wat stewig toegesluit kan word, waarvan alle vensters, boligte en ander openinge behoorlik van diefstalvoorsien is, en wat so gebou moet word dat dit groot genoeg is sodat die gereedschap of klere van werknemers te alle tye veilig daarin bewaar kan word;

"nagwag en/of patrollieman" enigiemand wat gebruik word om persele, geboue, hekke of ander eiendom te bewaak;

"kragkraanbediener" 'n werknemer wie se bevoegdheid om 'n kragkraan te bedien, deur sy werkgever gesertifiseer is, om sodoende die veiligheid van alle betrokkenes te verseker;

"oortydwerk" alle tyd wat daar langer gewerk word as die ure in klousule 14 (1) voorgeskryf;

"stukwerk" enige werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, uitsluitlik volgens die hoeveelheid werk wat verrig of geproduseer is, bereken word, afgesien van die tyd wat aan sodanige werk bestee is;

"grondlaag" 'n voorbereidende verflaag wat aangewend word voordat die voorlaaste en laaste laag aangebring word;

"geskikte slaapplek" 'n waterdigte skuiling wat stewig toegesluit kan word, met 'n houtvloer en die nodige was- en latrinegeriewe; en sluit in die voorsiening van kampbeddens en matrasse deur die werkgever;

"structure" means any construction in the nature of or incidental to buildings and shall include—

(a) any portion of a building, whether erected or constructed separately or in conjunction with any other portion(s) of a building; and

(b) boundary, garden and retaining walls, monuments and memorials of all types excluding gravestones and cemetery memorials;

"supervision" unless in conflict with the context of the definition of "labourer, Grade I," and/or "labourer, Grade II," read with the definition of "building assistant, Class I," and/or "building assistant, Class II," or with any other specific provisions of the Agreement, means supervision by an employer or of an employee receiving remuneration at the rate of not less than that prescribed in clause 17 (1) (h);

"task-work" means any system of work under which the minimum quantity or output of work to be done in a specified time is fixed as a condition of the wage prescribed in clause 17;

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

"wage" means the hourly or daily wage prescribed in clause 17 (1); provided that where an employer regularly pays an employee an amount higher than that prescribed in clause 17 (1), it means such higher amount;

"working employer or partner" means any employer or any partner in a partnership which is an employer, or director of a company which carries out work in the Building Industry, who himself performs work similar to that carried out by employees in the Industry.

4. ENGAGEMENT OF LEARNERS

(a) No employer shall employ any person as a learner unless the consent of the Council has first been obtained.

(b) Applications for permission to employ a learner shall be made to the council by the employer who shall furnish *inter alia*—

- (i) the full name and age of the person concerned;
- (ii) the nature of the work he is required to learn;
- (iii) the number of learners in his employ who are already learning such work;
- (iv) the number of employees, other than learners in his employ, who are engaged on such work; and
- (v) the average number of employees other than learners, over the previous 12 months.

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

(d) Notwithstanding any written agreement which may have been entered into in terms of this subclause, the Council may at any time by notice, in writing, withdraw its consent to the employment of any learner if it considers there is good reason to do so.

5. EMPLOYMENT OF MINORS

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

6. EXHIBITION OF AGREEMENT

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

7. APPLICATION OF AGREEMENT

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create benefit or obligation upon the employer or employee concerned. Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

"bouwerk" enige bouwerk soortgelyk aan of in verband met geboue en omvat dit—

(a) enige gedeelte van 'n gebou, hetsy dit afsonderlik of saam met enige ander gedeelte/gedeeltes van 'n gebou opgerig of gebou is; en

(b) grens-, tuin- en keermure, monumente en gedenktekens van alle soorte, uitgesonderd grafstene en begraafplaasgedenktekens;

"toesighouding", tensy onbestaanbaar met die samehang van die omskrywing van "arbeider, graad I," en/of "arbeider, graad II," geles met die omskrywing van "bou-assistent, klas I," en/of "bou-assistent, klas II," of met enige ander spesifieke bepalinge van die Ooreenkoms, toesighouding deur 'n werkgewer of deur 'n werknemer wat 'n besoldiging ontvang wat minstens gelyk is aan die loon in klousule 17 (1) (h) voorgeskryf;

"taakwerk" 'n werkstelsel waarvolgens die minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of geproduseer moet word, vasgestel word as 'n voorwaarde vir die betaling van die loon voorgeskryf in klousule 17;

"kwekeling" 'n werknemer wat 'n opleidingstydperk deurmaak ooreenkomstig die Wet op Opleiding van Ambagsmanne, No. 38 van 1951;

"loon" die uurloon of dagloon voorgeskryf in klousule 17 (1); Met dien verstande dat waar 'n werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as dié voorgeskryf in klousule 17 (1), dit sodanige hoër bedrag beteken;

"werkende werkgewer of vennoot" 'n werkgewer of 'n vennoot in 'n vennootskap wat 'n werkgewer is, of 'n direkteur van 'n maatskappy—wat werk in die Bounwyerheid verrig—wat dieselfde werk doen as dié wat deur die werknemers in die Nywerheid verrig word.

4. INDIENSNEMING VAN LEERLINGE

(a) Geen werkgewer mag enigiemand as leerling in diens neem nie, tensy daar eers skriftelike toestemming van die Raad verkry is.

(b) Die aansoek om toestemming om 'n leerling in diens te neem moet by die Raad ingedien word deur die werkgewer wat onder meer die volgende inligting moet verstrek:

- (i) Volle naam en leeftyd van die betrokke persoon;
- (ii) die aard van die werk wat hy moet leer;
- (iii) die getal leerlinge in sy diens wat alreeds sodanige werk leer;
- (iv) die getal werknemers in sy diens wat nie leerlinge is nie en wat die werk beoefen; en
- (v) die gemiddelde getal werknemers, leerlinge uitgesonderd, oor die voorafgaande 12 maande.

(c) Die Raad het die bevoegdheid om die indiensnemingsvoorwaardes en tydperk van leerlingskap in elke geval vas te stel; en daar word van die betrokke werkgewer en leerling vereis dat hulle 'n skriftelike ooreenkoms aangaan ten opsigte van sodanige tydperk en voorwaardes, en hierdie tydperk en/of voorwaardes mag nie verander word nie tensy daar vooraf toestemming van die Raad verkry is.

(d) Ondanks enige skriftelike ooreenkoms wat ingevolge hierdie subklousule aangegaan is, kan die Raad te eniger tyd, indien hy van mening is dat daar grondige redes daarvoor bestaan, by wyse van skriftelike kennisgewing sy toestemming tot die indiensneming van enige leerling terugtrek.

5. INDIENSNEMING VAN MINDERJARIGES

Niemand wat jonger as 15 jaar is, mag nie in die Bounwyerheid in diens geneem word nie.

6. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm in die regulasies ingevolge die Wet voorgeskryf, laat vertoon, tesame met die kennisgewings wat ingevolge artikel 58 van die Wet vereis word, op 'n opvallende plek wat vir alle werknemers toeganklik is in elke werkwinkel of werf waar hy sy besigheid dryf.

7. TOEPASSING VAN OOREENKOMS

Geen werkgewer of werknemer mag van die bepalinge van hierdie Ooreenkoms afsien nie, ongeag of genoemde bepalinge 'n voordeel skep vir of 'n verpligting plaas op die betrokke werkgewer of werknemer. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, wat onafhanklik is van die bestaan van ander bepalinge. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat dan die Ooreenkoms moet uitmaak.

8. TRADE UNION ORGANISERS AND/OR REPRESENTATIVES ON THE COUNCIL

(1) Organisers of the trade unions shall have the right to interview members of their respective unions on the jobs during normal working hours, but only after having obtained the prior consent of the employer or his representative, which consent shall not be unreasonably withheld.

(2) An employer shall give to any of his employees who are representatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

9. REGISTRATION OF EMPLOYERS

(1) Every employer in the Building Industry at the date on which this Agreement comes into operation, who has not already registered with the Council in pursuance of a previous agreement, and every employer who enters the Industry after that date shall, within one month of such date, or of the date on which such employer commenced operations in the Industry, as the case may be, register with the Council, furnishing the Council with the following particulars:

- (a) His trading name;
- (b) the names of the proprietor/s partners or directors;
- (c) his business address;
- (d) the trade or trades carried on by him;
- (e) the situation of his workshop, or where he has both a yard and a workshop, the situation of both.

(2) The Secretary of the Council shall maintain a register of all employers registered in terms of subclause (1).

(3) A certificate of registration signed by both the Chairman and Secretary of the Council shall be issued to each employer registered.

(4) Every registered employer shall notify the Council within 14 days, in writing, of any change in the particulars furnished by him on registration.

(5) Where the employer is a partnership, a certified copy of the Registered Deed of Partnership shall be lodged with the Secretary of the Council.

(6) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall, within seven days of such date, or of the date on which such employer commences operations, as the case may be, lodge with the Council a guarantee acceptable to the Council, to cover the payment in respect of his employees of two weeks, (where such employees are paid weekly) and four weeks, (where such employees' employers have been granted an exemption to pay fortnightly)—

- (a) wages as prescribed in clause 17;
- (b) supplementary remuneration and contributions prescribed in clause 19.

10. 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 60 cm by 45 cm or a notice board approved by the Council showing in letters not less than 50 mm in height and in material of a durable nature—

- (a) the name of such employer or partnership;
- (b) the registered address of such employer or partnership;
- (c) in the case of an employer who is a member of the employer's organisation, the fact that he is a member thereof.

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

11. TIME SHEETS

(1) An employer shall provide each of his employees for whom wages are prescribed in clause 17 (1) (h) with a time sheet at the commencement of employment, and thereafter at the beginning of each working week, upon which the following particulars shall be recorded by the employee:

- (a) The job for which the work is being done;
- (b) the class of work on which he is employed;
- (c) the time worked on each class of work;
- (d) the number of hours overtime worked; and
- (e) the period of the day during which such overtime was worked.

(2) In the case of all other employees for whom wages are prescribed in clause 17 (1) an employer shall maintain a record showing the job for which the work is being done and the time worked daily by each employee.

8. VAKVERENIGINGSORGANISEERDERS EN/OF VERTEENWOORDIGERS IN DIE RAAD

(1) Organiseerders van die vakverenigings het die reg om lede van hul onderskeie verenigings by die werkplekke gedurende gewone werkture te spreek, maar slegs nadat hulle vooraf die werkgewer of sy verteenwoordiger se toestemming gekry het. Hierdie toestemming mag nie op 'n onredelike wyse weerhou word.

(2) 'n Werkgewer moet aan al sy werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hul pligte in verband met die werk van die Raad na te kom.

9. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer in die Bounnywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms wat nie alreeds ingevolge 'n vorige Ooreenkoms by die Raad geregistreer is nie, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand vanaf sodanige datum of op die datum waarop sodanige werkgewer met werksaamhede in die Nywerheid begin, na gelang van die geval by die Raad registreer en die volgende besonderhede aan die Raad verstrek:

- (a) Sy handelsnaam;
- (b) die name van die eienaar/s, vennote of direkteure;
- (c) sy besigheidsadres;
- (d) die ambag of ambagte wat hy beoefen;
- (e) die ligging van sy werkwinkel of, as hy sowel 'n werf as 'n werkwinkel het, die ligging van albei.

(2) Die Sekretaris van die Raad moet 'n register byhou van alle werkgewers wat ingevolge subklousule (1) geregistreer is.

(3) 'n Registrasiesertifikaat wat deur sowel die Voorsitter as die Sekretaris van die Raad onderteken is, moet aan elke geregistreerde werkgewer uitgereik word.

(4) Elke geregistreerde werkgewer moet die Raad binne 14 dae skriftelik in kennis stel van enige veranderinge in die besonderhede wat hy by registrasie verstrek het.

(5) Waar die werkgewer 'n vennootskap is, moet 'n gewaarmerkte afskrif van die Geregistreerde Vennootskapsakte by die Sekretaris van die Raad ingedien word.

(6) Elke werkgewer in die Nywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne sewe dae vanaf sodanige datum of op die datum waarop hy met werksaamhede begin, na gelang van die geval, 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is en wat betaling aan sy werknemers dek van twee weke (in die geval van werknemers wat weekliks betaal word) en vier weke (in die geval van werknemers wie se werkgewers vrystelling verleen is om tweeweekliks te betaal)—

- (a) se lone soos in klousule 17 voorgeskryf;
- (b) se aanvullende besoldiging en bydraes in klousule 19 voorgeskryf.

10. KENNISGEWINGBORD

(1) Elke werkgewer en alle werkgewers in 'n vennootskap moet, wanneer hy of hulle bouwerk verrig, 'n kennisgewingbord van minstens 60 cm by 45 cm of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek waar-toe die publiek toegang het, en ondergenoemde inligting moet in letters van minstens 50 mm hoog en gemaak van 'n materiaal van 'n duursame aard, op sodanige bord voorkom—

- (a) die naam van sodanige werkgewer of vennootskap;
- (b) die geregistreerde adres van sodanige werkgewer of vennootskap;
- (c) in die geval van 'n werkgewer wat lid is van die werkgewersorganisasie, die feit dat hy lid daarvan is.

(2) Hierdie klousule is alleenlik op werke wat sewe werkdag of langer duur, van toepassing.

11. TYDSTATE

(1) 'n Werkgewer moet elk van sy werknemers vir wie lone in klousule 17 (1) (h) voorgeskryf word, by indiensneming van 'n tydstaat voorsien, en daarna aan die begin van elke werkweek, waarop ondergenoemde besonderhede deur die werknemer aange-teken moet word:

- (a) Die taak waarvoor die werk gedoen word;
- (b) die klas werk wat hy verrig;
- (c) die tyd gewerk in elke klas werk;
- (d) getal ure oortyd gewerk; en
- (e) die tydperk van die dag waarin sodanige oortydwerk verrig is.

(2) In die geval van alle ander werknemers vir wie lone in klousule 17 (1) voorgeskryf word, moet 'n werkgewer 'n register byhou waarop die taak waarvoor die werk gedoen word, aangedui word, asook die tyd wat daagliks deur elke werknemer gewerk word.

(3) Each employee referred to in subclause (1) shall deliver his time sheet to his employer at the end of each working week or at the termination of employment, if this occurs during the course of a working week.

(4) Time sheets and the record referred to in subclauses (2) and (3) shall be retained by the employer for a period of at least three years.

12. PROHIBITION OF PIECE-WORK AND TASK-WORK

(1) The giving out by an employer or the performance by an employee of work on a piece-work and/or task-work basis is prohibited. The provisions of this clause shall apply notwithstanding the fact that the employee may supply a small quantity of the material or plant required.

(2) Notwithstanding the provisions of subclause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 17 and 18 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 possible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in subclauses (3) and (4) hereunder; provided further that apprentices shall not be allowed to participate in such incentive scheme.

(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.

13. LABOUR ONLY CONTRACTS

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

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

14. HOURS OF WORK

(1) *Ordinary hours of work.*—Subject to the provisions of subclause (3) and clause 15, an employer shall not require or permit any employee to work, nor shall a working employer or an employee work—

(a) on a Saturday or a Sunday;

(b) for more than five days in any one week—Monday to Friday;

(c) in the case of working employers, apprentices, trainees and employees for whom wages are prescribed in clause 17 (1) (e), (f), (h), (i) and (j)—

(i) for more than 43 hours in any one week or for more than eight and three-fifths hours in any one day;

(ii) before 7.24 a.m. or after 5 p.m.;

(d) in the case of employees, other than those referred to in paragraphs (c) and (e) of this subclause—

(i) for more than 46 hours in any one week or for more than nine and one-fifth hours on any one day;

(ii) before 7 a.m. or after 5.12 p.m.;

(e) in the case of an employee for whom wages are prescribed in clause 17 (1) (g), for more than 12 hours per day on more than six consecutive days in any one week;

(f) for a continuous period of more than five hours in any one day without an uninterrupted interval of at least one hour; provided that this paragraph shall not apply to a night-watchman and/or patrolman.

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

(i) outside the hours prescribed in subclause (1);

(ii) on a Saturday or a Sunday;

(iii) on or during the holiday periods prescribed in terms of clause 16 (1) (a).

(iv) on or during the public holidays prescribed in terms of clause 16 (1) (b).

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

(3) Elke werknemer in subklousule (1) vermeld moet sy tydstaat aan die einde van elke werkweek, of by diensbeëindiging, indien dit gedurende 'n werkweek plaasvind, by sy werkgever indien.

(4) Die werkgever moet tydstaat en die register in subklousules (2) en (3) vermeld, minstens drie jaar lank bewaar.

12. VERBOD OP STUKWERK EN TAAKWERK

(1) Die uitbesteding deur 'n werkgever, of die verrigting deur 'n werknemer, van werk op 'n stukwerk- en/of taakwerkgrondslag is verbode. Hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid materiaal of uitrusting wat nodig is, kan verskaf.

(2) Ondanks subklousule (1) en behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens klousules 17 en 18 of kragtens enige ander ooreenkoms wat deur die partye aangegaan word, geregtig sou gewees het kan 'n werkgever 'n werknemer se besoldiging baseer op die hoeveelheid werk wat verrig of geproduseer is: Met dien verstande dat so 'n stelsel van besoldiging nie toelaatbaar is nie behalwe in die vorm van 'n aansporingskema waarvoor daar ooreengekom is soos in subklousules (3) en (4) hieronder bepaal: Voorts met dien verstande dat vakleerlinge nie toegelaat word om aan so 'n aansporingskema deel te neem nie.

(3) 'n Werkgever wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep, wat oor die bepalings van so 'n skema kan ooreenkom.

(4) Die bepalings van so 'n aansporingskema en alle latere wysigings daarvan waarvoor die komitee 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, skriftelik aan die ander party kennis gegee het vir 'n tydperk waarvoor die partye ooreenkom wanneer hulle so 'n ooreenkoms aangaan.

13. KONTRAKTE SLEGS VIR ARBEID

(1) Geen werkgever mag werk op 'n kontrakgrondslag van "slegs arbeid" uitbestee nie.

(2) Geen werknemer mag werk op so 'n grondslag verrig nie.

14. WERKURE

(1) *Gewone werkure.*—Behoudens subklousule (3) en klousule 15, mag 'n werkgever nie van 'n werknemer vereis of hom toelaat om soos volg te werk nie:

(a) Op 'n Saterdag of 'n Sondag;

(b) meer as vyf dae in 'n enkele week van Maandag tot Vrydag;

(c) in die geval van werkende werkgevers, vakleerlinge, kweklinge en werknemers vir wie lone in klousule 17 (1) (e), (f), (h), (i) en (j) voorgeskryf word—

(i) meer as 43 uur in 'n enkele week of meer as agt en drie-vyftes uur op 'n enkele dag;

(ii) voor 7.24 vm. of na 5 nm;

(d) in die geval van ander werknemers as dié in paragraaf (c) en (e) van hierdie subklousule vermeld—

(i) vir meer as 46 uur in 'n enkele week of vir meer as nege en een-vyftes uur op 'n enkele dag;

(ii) voor 7 vm. of na 5.12 nm;

(e) in die geval van 'n werknemer vir wie daar in klousule 17 (1) (g) lone voorgeskryf word, meer as 12 uur per dag op meer as ses agtereenvolgende dae 'n enkele week;

(f) vir 'n aaneenlopende tydperk van meer as vyf uur op 'n enkele dag sonder 'n ononderbroke pouse van minstens een uur: Met dien verstande dat hierdie paragraaf nie op 'n nagwag en/of patrollieman van toepassing is nie;

en mag geen werkende werkgever of 'n werknemer aldus werk nie.

(2) (a) Geen werknemer mag, terwyl hy in die diens van 'n werkgever is, en geen werkende werkgever mag, hetsy teen besoldiging al dan nie, bouwerk soos dié wat gewoonlik deur die Bounywerheid onderneem word, vra, onderneem of verrig nie—

(i) buite die ure in subklousule (1) voorgeskryf;

(ii) op 'n Saterdag of 'n Sondag;

(iii) in of gedurende die vakansietydperke in klousule 16 (1) (a) voorgeskryf;

(iv) op of gedurende die openbare vakansiedae in klousule 16 (1) (b) voorgeskryf.

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

(3) *Shift work.*—(a) Except on a Saturday and a Sunday, an employer may engage employees to work two or three shifts during any period of 24 hours; provided that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 17 (6) and provided further that one of the shifts shall be worked within the time prescribed in subclause (1) of this clause for the class or classes of employees therein mentioned.

(b) An employer, before employing employees to work in any two or more shifts shall notify the Council, in writing, of such intention and shall state the hours on which each shift shall be worked.

(c) Where the shift worked by an employee falls outside the starting and finishing times prescribed in subclause (1), such shift shall be paid for at the rate of wage prescribed for the employee in clause 17 plus 10 per cent of such rate.

15. OVERTIME

(1) An employer may permit an employee to work overtime for a period not exceeding one hour daily on Mondays to Fridays (inclusive), provided that the Council has been notified in advance by an employer, in writing, of his intention to work such overtime.

(2) Save as provided in subclause (1), an employer shall not require or permit overtime to be worked except—

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

- (i) his name and address;
- (ii) the nature of the work to be executed;
- (iii) the place where, the date on which and the times when it is to be commenced and completed;
- (iv) the number and categories of employees involved;
- (v) the reasons why it should be executed outside the hours prescribed in clause 14;

(b) in the case of emergency work, in which case the employers who caused such work to be executed shall, not later than 1 p.m. on the Council's next succeeding business day, deliver to the Council a statement, in writing, setting forth—

- (i) his name and address;
- (ii) the nature of the work executed;
- (iii) the place where, the date on which and the times when it was commenced and completed;
- (iv) the number and categories of employees involved;
- (v) the reason why permission was not applied for in terms of paragraph (a) of this subclause;

provided, however, that an employer may require or permit his employees to work on the Saturday immediately prior to Ascension Day in each year, in lieu of the Friday immediately following Ascension Day, in which event the provisions of clause 17 (7) shall not apply, but an employee shall be remunerated at the rate for his category prescribed in clause 17 (1).

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

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

16. ANNUAL AND PUBLIC HOLIDAYS

(1) No employer shall require or permit an employee, other than a night watchman and/or patrolman, to perform and no employee, other than a night watchman and/or patrolman, and no working employer shall undertake to perform work in the Building Industry—

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

- (i) between finishing time on Friday, 15 December 1972, and starting time on Monday, 8 January 1973;
- (ii) between finishing time on Friday, 14 December 1973, and starting time on Monday, 7 January 1974;
- (iii) between finishing time on Friday, 13 December 1974, and starting time on Monday, 6 January 1975;

(3) *Skofwerk.*—(a) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur, uitgesonderd 'n Saterdag en 'n Sondag, te werk: Met dien verstande dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie, behalwe op die voorwaardes in klousule 17 (6) voorgeskryf: Voorts met dien verstande dat een van die skofte gewerk moet word in die tyd in subklousule (1) van hierdie klousule voorgeskryf vir die klas of klasse werknemers daarin genoem.

(b) Voordat 'n werkgewer werknemers twee of meer skofte laat werk, moet hy die Raad skriftelik van sodanige voorneme in kennis stel en meld wat die ure vir elke skof sal wees.

(c) Waar 'n werknemer 'n skof werk buite die begin- en die sluitingstyd soos voorgeskryf in subklousule (1), moet daar vir so 'n skof betaal word teen die loon wat in klousule 17 vir die werknemer voorgeskryf word plus 10 persent van sodanige loon.

15. OORTYD

(1) 'n Werkgewer kan 'n werknemer toelaat om vir 'n tydperk van hoogstens een uur daaglik van Maandag tot en met Vrydag oortyd te werk, mits die werkgewer die Raad vooraf skriftelik kennis gegee het van sy voorneme om sodanige oortyd te laat werk.

(2) Behoudens subklousule (1), mag 'n werkgewer nie vereis of toelaat dat oortyd gewerk word nie, behalwe—

(a) met die toestemming van die Raad, waarom skriftelik aansoek gedoen moet word voor 12-uur middag op die besigheidsdag waarop sodanige oortyd gewerk moet word of, in die geval van werk wat op 'n Saterdag of 'n Sondag verrig moet word voor 12-uur middag op die vorige Donderdag. Die aansoeker moet die volgende besonderhede meld:

- (i) Sy naam en adres;
- (ii) die aard van die werk wat verrig moet word;
- (iii) die plek waar, die datum waarop en die tye wanneer die werk begin en voltooi moet word;
- (iv) die getal en klasse werknemers daarby betrokke;
- (v) die redes waarom die werk verrig moet word buite die ure in klousule 14 voorgeskryf;

(b) in die geval van noodwerk, wanneer die werkgewer wat sodanige werk laat verrig het, nie later nie as om 1 nm op die Raad se eersvolgende besigheidsdag 'n skriftelike verklaring wat die volgende besonderhede bevat, by die Raad moet indien:

- (i) Sy naam en adres;
- (ii) die aard van die werk wat verrig is;
- (iii) die plek waar, die datum waarop en die tye wat die werk begin en voltooi is;
- (iv) die getal en klasse werknemers daarby betrokke;
- (v) die rede waarom daar nie ingevolge paragraaf (a) van hierdie subklousule aansoek om toestemming gedoen is nie;

met dien verstande egter dat 'n werkgewer van sy werknemers kan veries of hulle kan toelaat om te werk op die Saterdag onmiddellik voor Hemelvaartsdag elke jaar, in plaas van op die Vrydag wat onmiddellik op Hemelvaartsdag volg, en in daar die geval is klousule 17 (7) nie van toepassing nie, maar 'n werknemer moet vergoed word teen die loon in klousule 17 (1) vir sy klas voorgeskryf.

(3) Oortydwerk wat ooreenkomstig hierdie klousule van 'n werknemer vereis word, moet op 'n vrywillige grondslag wees en die weiering, om enige rede, van 'n werknemer om sodanige oortydwerk te doen, is nie 'n afdoende rede vir die summiere ontslag van sodanige werknemer nie.

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

16. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Geen werkgewer mag van 'n werknemer, uitgesonderd 'n nagwag en/of patrolieman, vereis of hom toelaat om werk in die Bounywerheid te verrig en geen werknemer, uitgesonderd 'n nagwag en/of patrolieman, en geen werkende werkgewer mag onderneem om werk in die Bounywerheid te verrig nie—

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

- (i) tussen ophoutyd op Vrydag, 15 Desember 1972 en begintyd op Maandag, 8 Januarie 1973;
- (ii) tussen ophoutyd op Vrydag, 14 Desember 1973 en begintyd op Maandag, 7 Januarie 1974;
- (iii) tussen ophoutyd op Vrydag, 13 Desember 1974, en begintyd op Maandag, 6 Januarie 1975;

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

(c) on the Friday immediately following Ascension Day in the event of the employee having worked on the Saturday prior to Ascension Day in terms of the proviso to clause 15 (2).

(2) Subject to the provisions of clause 32 (5), the Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays.

17. WAGES

(1) Subject to the provisions of subclause (2), (3), (4) and (5) of this clause, no employer shall pay, and no employee shall accept, wages at rates lower than the following:

Category of employee	Per hour Cents
(a) Labourer, Grade II.....	16
(b) Labourer, Grade I.....	18½
(c) Driver of a motor vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle is—	
(i) up to and including 1 800 kg.....	20½
(ii) over 1 800 kg but not exceeding 3 150 kg.....	24
(iii) over 3 150 kg but not exceeding 3 850 kg.....	30
(iv) over 3 850 kg.....	34
(d) Operator of a power-driven crane.....	18½
(e) Building assistant, Class II.....	36
(f) Building assistant, Class I.....	44½
(g) Employees employed on patrolling premises and guarding property.....	Per day R 1,40
(h) Craftsmen and employees in all other trades and occupations not elsewhere herein specified.....	Per hour R 1,08
(i) Employees employed during the probationary period allowed under the Apprenticeship Act, 1944: The rate laid down for first year apprentices; thereafter, as apprentices employed under the Apprenticeship Act, 1944, the rate as laid down for apprentices	
(j) Learner asphalters, glaziers and roofing fixers:	Per hour Cents
(aa) From 1 to 6 months of learnership.....	33
(bb) From 7 to 9 months of learnership.....	38
(cc) From 10 to 12 months of learnership.....	47
(dd) From 13 to 15 months of learnership.....	56
(ee) From 16 to 18 months of learnership.....	71

(2) The wages prescribed in subclause (1) (h) shall be subject to an annual adjustment 12 months from the date on which this Agreement comes into operation and at the end of every 12 months thereafter in accordance with the following formula:

The consumer price index immediately prior to the date of publication of this Agreement and every 12 months thereafter, respectively, multiplied by 98,372 cents and the product thereof divided by 100 to arrive at the adjusted wage, provided always that the adjusted wage shall be rounded off to the nearest half cent. For the purpose of this subclause, the term "consumer price index" shall mean the consumer price index figure for Pietermaritzburg relating to all items as published by the Secretary for Statistics in the *Government Gazette* in respect of such area compared with itself for April 1970.

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

(4) *Payment for shift work.*—Subject to the provisions of clause 14 (3), an employee working any shift, other than within the hours prescribed in clause 14 (1); shall be paid at the rate of the wage prescribed in subclause (1) for an employee of his class plus 10 per cent.

(b) op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag en Republiekdag, tensy die Raad se skriftelike toestemming vooraf verkry is;

(c) op die Vrydag onmiddellik na Hemelvaartsdag as die werknemer ooreenkomstig die voorbehoud van klousule 15 (2) op die Saterdag voor Hemelvaartsdag gewerk het.

(2) Behoudens klousule 32 (5), is Geloftedag, Kersdag en Nuwejaarsdag vakansiedae met besoldiging.

17. LONE

(1) Behoudens subklousules (2), (3), (4) en (5) van hierdie klousule, mag geen loon wat laer is as die volgende deur 'n werkgever betaal en deur 'n werknemer aangeneem word nie:

Klas werknemer	Per uur Sent
(a) Arbeider, graad II.....	16
(b) Arbeider, graad I.....	18½
(c) Bestuurder van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat daaraan geheg of daardeur getrek word—	
(i) hoogstens 1 800 kg is.....	20½
(ii) meer as 1 800 kg maar hoogstens 3 150 kg is.....	24
(iii) meer as 3 150 kg maar hoogstens 3 850 kg is.....	30
(iv) meer as 3 850 kg is.....	34
(d) Kragkraanbediener.....	18½
(e) Bou-assistent, klas II.....	36
(f) Bou-assistent, klas I.....	44½
(g) Werknemers wat persele patrolleer en eiendom bewaak..	Per dag R 1,40
(h) Ambagsmanne en werknemers in alle ander ambagte en beroepe nie elders hierin vermeld nie.....	Per uur R 1,08
(i) Werknemers in diens gedurende die proeftydperk toegelaat kragtens die Wet op Vakleerlinge, 1944: Die loon vir vakleerlinge in hul eerste jaar voorgeskryf; daarna, as vakleerlinge ingevolge die Wet op Vakleerlinge, 1944, die loon vir vakleerlinge voorgeskryf	
(j) Leerlingasfaltwerkers, -glaswerkers en -dakaanbringers:	Per uur Sent
(aa) Van 1 tot 6 maande leerlingenskap.....	33
(bb) Van 7 tot 9 maande leerlingenskap.....	38
(cc) Van 10 tot 12 maande leerlingenskap.....	47
(dd) Van 13 tot 15 maande leerlingenskap.....	56
(ee) Van 16 tot 18 maande leerlingenskap.....	71

(2) Die loon wat in subklousule (1) (h) hiervan voorgeskryf word, is onderworpe aan 'n jaarlikse aanpassing 12 maande na die datum waarop hierdie Ooreenkoms in werking tree en aan die einde van elke 12 maande daarna ooreenkomstig die volgende formule:

Die verbruikersprysindeks onmiddellik vóór die datum van publikasie van hierdie Ooreenkoms en elke 12 maande daarna, vermenigvuldig met 98,372 sent en die produk daarvan gedeel deur 100 is die aangepaste loon, altyd met dien verstande dat die aangepaste loon tot die naaste halfsent benaderd word. Vir die toepassing van hierdie subklousule beteken die uitdrukking "verbruikersprysindeks" die verbruikersprysindeksyfer vir Pietermaritzburg met betrekking tot alle items soos deur die Sekretaris van Statistiek in die *Staatskoerant* gepubliseer vir daardie gebied, vergeleke met die toestand in dieselfde gebied in April 1970.

(3) *Differensiële lone.*—'n Werknemer wat op enige dag altesaam vir meer as een uur twee of meer klasse werk verrig waarvoor daar verskillende lone in subklousule (1) voorgeskryf word, moet vir al die ure op daardie dag gewerk, betaal word teen die hoër of die hoogste loon.

(4) *Betaling vir skofwerk.*—Behoudens klousule 14 (3), moet 'n werknemer wat 'n ander skof werk as dié binne die ure voorgeskryf in klousule 14 (1), die loon ontvang wat in subklousule (1) voorgeskryf word vir 'n werknemer van sy klas, plus 10 persent,

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

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

(b) performed at a height of more than 9 m from ground level on or from a swinging scaffold, boat-swain's chair, or on a roof or extension ladder, on a building or structure (other than a new building or structure in course of erection) in connection with the renovation, alteration, repair or maintenance of such building or structure, the erection of illuminations or the hanging of bunting;

(c) performed on an independent chimney or steel stack at a height of more than 9 m from ground level;

(d) performed in old sewers.

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

(b) *Suspension of employment due to shortage of material.*—An employer shall pay to any of his employees whom he has, for portion of any day, suspended temporarily from work owing to shortage of material 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 suspension.

(7) *Payment for overtime.*—With the exception of any employee who is solely engaged on patrolling premises and guarding property, any employee who is required or permitted to work any time outside the hours prescribed in clause 14 (1) shall be paid—

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

(i) apprentices and employees employed during the probationary period allowed under the Apprenticeship Act, 1944: One and one-tenth times his hourly wage;

(ii) employees for whom wages are prescribed in subclause (1) (h): His hourly wage plus the amounts prescribed in clauses 19 (3) (a) and 19 (3) (b);

(iii) other employees: His hourly wage plus the holiday fund payment prescribed for the class of employee concerned in clause 18;

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

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

(ii) on Saturday, prior to 5 p.m.: One and one-third times his hourly wage;

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

(i) after 5 p.m. on Saturday;

(ii) on Sunday and until 7.24 a.m. on Monday;

(iii) on the public holidays prescribed in clause 16 (1) (b);

(iv) during the holiday periods mentioned in clause 16 (1) (a);

one and one-half times his hourly wage.

(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.

(9) Subject to the provisions of subclause (6) (a) and notwithstanding anything to the contrary contained in this Agreement an employee shall be deemed to be working in addition to any period during which he is actually working if he is absent from work upon the instruction or at the request of his employer and no deduction may be made from an employee's wage in respect of such absence.

(5) *Besoldiging vir gevaarlike werk.*—Benewens die loon in subklousule (1) voorgeskryf, moet 'n werknemer minstens 10 persent van sodanige loon betaal word vir elke uur of deel van 'n uur wat hy gevaarlike werk verrig. Vir die toepassing van hierdie subklousule beteken "gevaarlike werk" enige werk—

(a) wat in 'n wet, provinsiale ordonnansie, munisipale verordening of in 'n regulasie betreffende die Bounywerheid, wat van krag is in enige gebied waarin sodanige werk verrig word, as gevaarlik geklassifiseer word;

(b) wat op 'n hoogte van meer as 9 m van die grond af of vanaf 'n hangsteier of bootsmanstoel of op 'n dak of 'n skuif-leer aan 'n gebou of bouwerk (uitgesonderd 'n nuwe gebou of bouwerk waaraan nog gebou word) uitgevoer word in verband met die opknapping, verbouing, herstel of onderhoud van sodanige gebou of bouwerk, die aanbring van verligting of die ophang van feestooisels;

(c) wat aan 'n alleenstaande skoorsteen of staalbundelskoorsteen verrig word op 'n hoogte van meer as 9 m van die grond af;

(d) wat in ou riole verrig word.

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

(b) *Opskorting van diens weens tekort aan materiaal.*—'n Werkgewer moet aan enigeen van sy werknemers wie se diens hy vir 'n gedeelte van 'n dag tydelik opgeskort het weens 'n tekort aan materiaal, 'n bedrag betaal wat gelyk is aan die loon en toeslaes wat sodanige werknemer sou ontvang het as hy al die gewone werkure gedurende sodanige opskorting gewerk het.

(7) *Betaling vir oortydwerk.*—Met uitsondering van 'n werknemer wat uitsluitlik persele patroleer en eiendom bewaak, moet 'n werknemer van wie vereis word of wat toegelaat word om te eniger tyd buite die ure voorgeskryf in klousule 14(1) te werk, soos volg betaal word:

(a) Vir oortyd van tot een uur daaglik gewerk van Maandag tot en met Vrydag—

(i) vakleerlinge en werknemers in diens gedurende die proeftydperk toegelaat kragtens die Wet op Vakleerlinge, 1944; Een en een-tiende maal hul uurloon;

(ii) werknemers vir wie lone in subklousule (1) (h) voorgeskryf word: Hul uurloon plus die bedrae voorgeskryf in klousules 19 (3) (a) en 19 (3) (b);

(iii) ander werknemers: Hul uurloon plus die vakansiefonds-besoldiging wat vir die betrokke klas werknemer in klousule 18 voorgeskryf word;

(b) vir elke uur of gedeelte van 'n uur—

(i) langer as een uur oortyd daaglik van Maandag tot en met Vrydag;

(ii) op Saterdag voor 5 nm.: Een en een-derde maal hul uurloon;

(c) vir elke uur of gedeelte van 'n uur gewerk—

(i) 5 nm. op Saterdag;

(ii) op Sondag en tot 7.24 vm. op Maandag;

(iii) op die openbare vakansiedae in klousule 16 (1) (b) voorgeskryf;

(iv) gedurende die vakansietydperke in klousule 16 (1) (a) genoem;

een en een-halwe maal hul uurloon.

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

(9) Behoudens subklousule (6) (a), en ondanks andersluidende bepalinge in hierdie Ooreenkoms, word 'n werknemer geag werksaam te wees, benewens enige tydperk waarin hy werklik werk, indien hy op las of op versoek van sy werkgewer van dié werk afwesig is, en mag daar geen aftrekking van 'n werknemer se loon gedoen word vir sodanige afwesigheid nie.

18. HOLIDAY PAY

In addition to any remuneration to which an employee may be entitled in terms of this Agreement, an employer shall pay to his employees the amount specified as under:

(1) Employees for whom wages are prescribed in clause 17 (1) (a), (b), (c), (d), (e), (f), (g) and (j):

(a) *Public holidays (Good Friday, Easter Monday, Ascension Day, the Day of the Covenant and Republic Day).*—In respect of each of the said public holidays, the wages which an employee would have earned on an ordinary working day; such amount to be paid on the pay day following the public holiday concerned.

(b) *Holiday period.*—In respect only of hours, worked within the times prescribed in clause 14 (1), an employer shall pay to an employee the amount set forth hereunder; provided that—

(i) such amount shall be paid to the employee on the last pay day prior to the commencement of the holiday period;

(ii) where an employee's contract of employment is terminated prior to such pay day, any amount in the process of accrual in terms of this clause shall be paid to the employee on such termination.

Category of employee	Per hour Cents
(a) Labourer, Grade II.....	1,2
(b) Labourer, Grade I.....	1,4
(c) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle, is—	
(i) up to and including 1 800 kg.....	1,6
(ii) over 1 800 kg up to and including 3 150 kg.....	1,8
(iii) over 3 150 kg up to and including 3 850 kg.....	2,4
(iv) over 3 850 kg.....	2,9
(d) Operator of a power-driven crane.....	1,4
(e) Building assistant, Class II.....	3,0
(f) Building assistant, Class I.....	3,7
(g) Employees engaged on patrolling and guarding property	Per day Cents 8,0
(h) Learner asphalters, glaziers and roofing fixers:	Per hour Cents
(i) From 1 to 6 months of learnership.....	2,1
(ii) From 7 to 9 months of learnership.....	2,8
(iii) From 10 to 12 months of learnership.....	3,4
(iv) From 13 to 15 months of learnership.....	4,0
(v) From 16 to 18 months of learnership.....	5,0

(2) *Employees for whom wages are prescribed in clause 17 (1) (h).*—(a) In respect only of hours worked within the times prescribed in clause 14 (1), an amount of 9 cents per hour worked; provided that the method and time of payment shall be as provided in clauses 19 and 32.

(b) The holiday pay rate per hour worked prescribed in sub-clause (2) (a) shall be subject to an annual adjustment with effect from 12 months from the date on which this Agreement comes into operation and at the end of every 12 months thereafter in accordance with the following formula:

$$\text{Holiday pay rate per hour} = \frac{172 \times \text{hourly rate in cents}}{2\ 064}$$

Note.—(i) Fifteen days of closed period $\pm$ five public holidays $\times$ hours worked per day ($8\frac{1}{2}$) = 172.

(ii) Forty-nine weeks $\times$ five days per week $\times$ $8\frac{1}{2}$ hours per day (= 2 107) less hours on five public holidays (= 43) equals hours worked in a year = 2 064.

(3) Apprentices and employees employed during the probationary period allowed under the Apprenticeship Act, 1944:

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

(b) *Holiday period.*—The wages which an apprentice or minor would have earned if he had worked for his employer during the said period, such amount to be paid on the last pay day prior to commencement of the holiday period, provided that

18. VAKANSIEBESOLDIGING

Benewens die besoldiging waarop 'n werknemer kragtens hierdie Ooreenkoms geregtig is, moet 'n werkgewer aan sy werknemers die bedrae betaal wat hieronder gespesifiseer word:

(1) Werknemers vir wie lone in klousule 17 (1) (a), (b), (c), (d), (e), (f), (g) en (j) voorgeskrif word:

(a) *Openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag, en Republiekdag).*—Vir elkeen van genoemde openbare vakansiedae, die loon wat 'n werknemer op 'n gewone werkdag sou verdien het, en sodanige bedrag moet op die eerste betaaldag na die betrokke openbare vakansiedag betaal word.

(b) *Vakansietydperk.*—Vir slegs die ure gewerk binne die tye voorgeskrif in klousule 14 (1), moet 'n werkgewer aan 'n werknemer die bedrag betaal wat hieronder gemeld word: Met dien verstande dat—

(i) sodanige bedrag op die laaste betaaldag voor die begin van die vakansietydperk aan die werknemer betaal moet word;

(ii) waar 'n werknemer se dienskontrak voor sodanige betaaldag beëindig word, enige bedrag wat ingevolge hierdie klousule aan die oploop was, by sodanige beëindiging aan die werknemer betaal moet word.

Klas werknemer	Per uur Sent
(a) Arbeider, graad II.....	1,2
(b) Arbeider, graad I.....	1,4
(c) Bestuurder van 'n motorvoertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of -waens wat aan sodanige voertuig geheg is of daardeur getrek word—	
(i) hoogstens 1 800 kg is.....	1,6
(ii) meer as 1 800 kg dog hoogstens 3 150 kg is.....	1,8
(iii) meer as 3 150 kg dog hoogstens 3 850 kg is.....	2,4
(iv) meer as 3 850 kg is.....	2,9
(d) Kragkraanbediener.....	1,4
(e) Bouassistent, klas II.....	3,0
(f) Bouassistent, klas I.....	3,7
(g) Werknemers wat persele patroleer en eiendom bewaak..	Per dag Sent 8,0
(h) Leerlingasfaltwerkers, -ruitwerkers en -dakaanbringers:	Per uur Sent
(i) Van 1 tot 6 maande leerlingskap.....	2,1
(ii) Van 7 tot 9 maande leerlingskap.....	2,8
(iii) Van 10 tot 12 maande leerlingskap.....	3,4
(iv) Van 13 tot 15 maande leerlingskap.....	4,0
(v) Van 16 tot 18 maande leerlingskap.....	5,0

(2) *Werknemers vir wie lone in klousule 17 (1) (h) voorgeskrif word.*—(a) Vir slegs die ure gewerk binne die tye voorgeskrif in klousule 14 (1), 9 sent per uur gewerk: Met dien verstande dat die metode en tyd van betaling moet wees soos in klousules 19 en 32 bepaal.

(b) Die vakansiebesoldiging per uur gewerk wat in subklousule (2) (a) voorgeskrif word, is onderworpe aan jaarlikse aanpassing met ingang van 12 maande van die datum waarop hierdie Ooreenkoms in werking tree en aan die einde van elke 12 maande daarna in ooreenstemming met die volgende formule:

$$\text{Vakansiebesoldiging per uur} = \frac{172 \times \text{uurloon in sent}}{2\ 064}$$

Let wel.—(i) Vyftien dae van tydperk waarin bedryfsinrigting gesluit is $\pm$ vyf openbare vakansiedae $\times$ uur per dag gewerk ($8\frac{1}{2}$) = 172.

(ii) Nege-en-veertig weke $\times$ vyf dae per week $\times$ $8\frac{1}{2}$ uur per dag (= 2 107) min ure op vyf openbare vakansiedae (= 43), is gelyk aan uur per jaar gewerk = 2 064.

(3) Vakleerlinge en werknemers in diens gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word:

(a) *Openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte-dag en Republiekdag).*—Vir elkeen van genoemde openbare vakansiedae, die loon wat 'n vakleerling of minderjarige op 'n gewone werkdag sou verdien het, en sodanige bedrag moet betaal word op die betaaldag wat op die betrokke openbare vakansiedag volg.

(b) *Vakansietydperk.*—Die loon wat 'n vakleerling of 'n minderjarige sou verdien het as hy gedurende genoemde tydperk vir sy werkgewer gewerk het, en sodanige bedrag moet op die laaste betaaldag voor die begin van die vakansietydperk betaal word;

in the event of apprentices or minors whose contracts of employment are terminated prior to the last pay day preceding the commencement of the holiday period, the employer shall pay to such apprentice or minor an amount of not less than one-quarter of the weekly wage in respect of each completed month of employment during the year preceding such holiday.

19. SUPPLEMENTARY REMUNERATION AND CONTRIBUTION

(1) Except for an employee who works for an employer for less than 17½ hours in any one week, and subject to the provisions of subclause (5), each employer shall pay each week to the Secretary of the Council in respect of each employee for whom wages are prescribed in clause 17 (1) (h), the total sum prescribed in item (j) hereunder; provided that such sum shall be allocated as follows and provided further that the amount referred to in subclause (4) (b) shall be added to the sum payable in terms of this subclause:

	(A) For the first 12 months of operation of Agreement	(B) For the second 12 months of operation of Agreement	(C) Thereafter
	R	R	R
(a) Holiday Pay.....	3,87	Amount as adjusted i.t.o. clause 18 (2) (b)	Amount as adjusted i.t.o. clause 18 (2) (b)
(b) Holiday Bonus.....	2,58	4,30	4,30
(c) Pension Scheme.....	2,10	3,70	3,70
(d) Benefit Fund.....	1,20	1,20	1,20
(e) Medical Aid Fund...	1,29	1,29	1,29
(f) Industrial Council Expenses.....	0,30	0,30	0,30
(g) National Develop- ment Fund.....	0,08	0,08	0,08
(h) Employers' Levy....	0,06	0,06	0,06
(i) Training and Recruit- ment Fund.....	0,20	0,20	0,20
(j) Total sum.....R	11,68	11,13 plus holiday pay	11,13 plus holiday pay

(2) The amounts paid to the Secretary of the Council in terms of this clause shall be disposed of by him in the manner and for the purpose described in clauses 31 to 38, inclusive.

(3) Subject to the provisions of subclause (5), each employer in addition to any remuneration to which an employee for whom wages are prescribed in clause 17 (1) (h) may be entitled, shall pay to such employee the total sum prescribed in item (f) hereunder:

	(A) For the first 12 months of operation of Agreement	(B) For the second 12 months of operation of Agreement	(C) Thereafter
	Cents per hour	Cents per hour	Cents per hour
(a) Holiday Pay.....	9,00	Amount as adjusted i.t.o. clause 18 (2) (b)	Amount as adjusted i.t.o. clause 18 (2) (b)
(b) Holiday Bonus.....	6,00	10,00	10,00
(c) Pension Scheme.....	3,25	6,75	6,75
(d) Benefit Fund.....	2,00	2,00	2,00
(e) Medical Aid Fund...	0,50	0,50	0,50
(f) Total sum.....R	20,75	19,25 plus holiday pay	19,25 plus holiday pay

Met dien verstande dat, in die geval van vakleerlinge of minderjariges wie se dienskontrakte beëindig word voor die laaste betaaldag wat die begin van die vakansietydperk voorafgaan, die werkgever aan sodanige vakleerling of minderjarige minstens een kwart van die weekloon moet betaal vir elke voltooide maand diens gedurende die jaar wat sodanige vakansie voorafgegaan het.

19. AANVULLENDE BESOLDIGING EN BYDRAES

(1) Met uitsondering van 'n werknemer wat vir minder as 17½ uur per week vir 'n werkgever werk en behoudens subklousule (5), moet elke werkgever elke week aan die Sekretaris van die Raad die totale bedrag in item (j) hieronder voorgeskryf betaal vir elke werknemer vir wie lone in klousule 17 (1) (h) voorgeskryf word: Met dien verstande dat sodanige bedrag soos volg toegewys moet word: Voorts met dien verstande dat die bedrag in subklousule (4) (b) genoem, by die bedrag wat ingevolge hierdie subklousule betaalbaar is, gevoeg moet word:

	(A) Vir die eerste 12 maande wat die Oor- eenkoms van krag is	(B) Vir die tweede 12 maande wat die Ooreen- koms van krag is	(C) Daarna
	R	R	R
(a) Vakansiebesoldiging..	3,87	Bedrag soos aangepas ooreenkom- stig klousule 18 (2) (b)	Bedrag soos aangepas ooreenkom- stig klousule 18 (2) (b)
(b) Vakansiebonus.....	2,58	4,30	4,30
(c) Pensioenskema.....	2,10	3,70	3,70
(d) Bystandsfonds.....	1,20	1,20	1,20
(e) Mediese Hulpfonds..	1,29	1,29	1,29
(f) Uitgawes van Nywer- heidsraad.....	0,30	0,30	0,30
(g) Nasionale Ontwik- kelingsfonds.....	0,08	0,08	0,08
(h) Werkgewersheffing...	0,06	0,06	0,06
(i) Opleidings- en wer- wingsfonds.....	0,20	0,20	0,20
(j) Totaal.....R	11,68	11,13 plus vakansie- besoldiging	11,13 plus vakansie- besoldiging

(2) Die bedrae wat ingevolge hierdie klousule aan die Sekretaris van die Raad betaal word, moet deur hom aangewend word op die wyse en vir die doeleindes in klousules 31 tot en met 38 gemeld.

(3) Behoudens subklousule (5), moet elke werkgever, benewens die besoldiging waarop 'n werknemer vir wie daar in klousule 17 (1) (h) lone voorgeskryf word, geregtig is, aan sodanige werkgever die totale bedrag betaal soos in item (f) hierna voorgeskryf:

	(A) Vir die eerste 12 maande wat die Oor- eenkoms van krag is	(B) Vir die tweede 12 maande wat die Ooreen- koms van krag is	(C) Daarna
	Sent per uur	Sent per uur	Sent per uur
(a) Vakansiebesoldiging..	9,00	Bedrag soos aangepas ooreenkom- stig klousule 18 (2) (b)	Bedrag soos aangepas ooreenkom- stig klousule 18 (2) (b)
(b) Vakansiebonus.....	6,00	10,00	10,00
(c) Pensioenskema.....	3,25	6,75	6,75
(d) Bystandsfonds.....	2,00	2,00	2,00
(e) Mediese Hulpfonds..	0,50	0,50	0,50
(f) Totaal.....R	20,75	19,25 plus vakansie- besoldiging	19,25 plus vakansie- besoldiging

(4) (a) Subject to the provisions of subclause (5), each employer shall deduct weekly from the remuneration due to each employee for whom wages are prescribed in clause 17 (1) (h) the amount prescribed in item (vii) hereunder:

	(A) For the first 12 months of operation of Agreement	(B) For the second 12 months of operation of Agreement	(C) Thereafter
(i) Holiday Pay.....	R 3,87	R Amount as adjusted i.t.o. clause 18 (2) (b)	R Amount as adjusted i.t.o. clause 18 (2) (b)
(ii) Holiday Bonus...	2,58	4,30	4,30
(iii) Pension Scheme...	2,10	3,70	3,70
(iv) Benefit Fund.....	1,20	1,20	1,20
(v) Medical Aid Fund	1,29	1,29	1,29
(vi) Industrial Council Expenses.....	0,15	0,15	0,15
(vii) Total sum.... R	11,19	10,64 plus holiday pay	10,64 plus holiday pay

(b) Subject to the provisions of subclause (5), each employer shall, in respect of each of his employees for whom wages are prescribed in clause 17 (1) (h) who is a member of one of the trade unions, deduct from such employee's remuneration the amount payable by such employee as a subscription to the trade union concerned in terms of the constitution of that union.

(5) (a) Save as provided for in clause 17 (7) (a), the payment referred to in subclause (3) shall be made only in respect of hours worked within the hours prescribed in clause 14 (1) (c).

(b) No payment as referred to in subclause (1) or deduction as referred to in subclause (4) shall be made in respect of an employee who works for less than 17½ hours for an employer in any one week.

(c) In the event of an employee working for an employer for less than 17½ hours in any one week, the amounts due in terms of subclause (3) shall be paid immediately upon termination of his employment or at the end of the last working day of the week, whichever is the earlier.

(d) Where an employee is employed by two or more employers during the same week, the payments in terms of subclause (1) and the deductions in terms of subclause (4) shall be made by the employer by whom he was first employed during that week for not less than 17½ hours.

(6) *Purchase of vouchers.*—(a) In respect of all amounts paid to him in terms of subclause (1), the Secretary of the Council shall issue vouchers to the employer making payment.

(b) An adequate reserve of vouchers shall at all times be maintained by an employer; provided that an employer may obtain a refund from the Council of the value of any unused vouchers. An application for such a refund shall be made on or before the 30th day of June in the year following that in which the vouchers were issued.

(7) *Issue of vouchers to employees.*—(a) An employer shall, in respect of the amounts paid by him in terms of subclause (1), on each pay day issue to each employee concerned, a voucher as referred to in subclause (6).

(b) Each voucher shall be legibly cancelled with the name of the employer, the date of issue and the name of the employee.

(c) The employee shall affix the voucher in a contribution book to be obtained by him from the Secretary of the Council and which the employee shall retain.

(8) *Contribution books.*—(a) An application for a contribution book shall be made by the employee by completing a form to be obtained by him from the Council.

(b) Contribution books and vouchers issued to an employee shall not be transferable nor shall they be ceded or pledged. Vouchers acquired by any person otherwise than in accordance with this clause or clause 4 (2) (a) (ii) of the Schedule to clause 33 (6) may be confiscated by the Council for the benefit of the Funds referred to in clauses 33 and/or 34, as may be determined by the Council.

(9) No vouchers shall be issued to an employee except in accordance with this clause or clause 4 (2) (a) (ii) of the Schedule to clause 33 (6) and no employee shall be entitled to credit or payments in respect of such vouchers in excess of 49 for any period of 12 months ending on the third pay day in November.

(4) (a) Behoudens subklousule (5), moet elke werkgever elke week die bedrag in item (vii) hierna voorgeskryf, aftrek van die besoldiging verskuldig aan elke werknemer vir wie lone in klousule 17 (1) (h) voorgeskryf word:

	(A) Vir die eerste 12 maande wat die Ooreenkoms van krag is	(B) Vir die tweede 12 maande wat die Ooreenkoms van krag is	(C) Daarna
(i) Vakansiebesoldiging	R 3,87	R Bedrag soos aangepas ooreenkomstig klousule 18 (2) (b)	R Bedrag soos aangepas ooreenkomstig klousule 18 (2) (b)
(ii) Vakansiebonus...	2,58	4,30	4,30
(iii) Pensioenskema...	2,10	3,70	3,70
(iv) Bystandsfonds....	1,20	1,20	1,20
(v) Mediese Hulpfonds	1,29	1,29	1,29
(vi) Uitgawes van Nywerheidsraad..	0,15	0,15	0,15
(vii) Totaal..... R	11,19	10,64 plus vakansiebesoldiging	10,64 plus vakansiebesoldiging

(b) Behoudens subklousule (5), moet elke werkgever van die besoldiging van elkeen van sy werknemers vir wie lone in klousule 17 (1) (h) voorgeskryf word en wat lid van een van die vakverenigings is, die bedrag aftrek wat ingevolge die konstitusie van die betrokke vakvereniging deur sodanige werknemer as ledegeld aan hierdie vakvereniging betaalbaar is.

(5) (a) Behoudens die bepalinge van klousule 17 (7) (a), moet die betaling in subklousule (3) bedoel, gedoen word ten opsigte van slegs ure gewerk binne die ure in klousule 14 (1) (c) voorgeskryf.

(b) Geen bedrag soos in subklousule (1) vermeld of aftrekking soos in subklousule (4), mag betaal word ten opsigte van 'n werknemer wat in 'n enkele week vir minder as 17½ uur vir 'n werkgever gewerk het nie.

(c) Ingeval 'n werknemer vir minder as 17½ uur in 'n enkele week vir 'n werkgever gewerk het, moet die bedrae wat ingevolge subklousule (3) verskuldig is, onmiddellik by beëindiging van sy diens aan die einde van die laaste werkdag van die week, en wel by die vroegste geleentheid, betaal word.

(d) Waar 'n werknemer gedurende dieselfde week by twee of meer werkgevers in diens was, moet die werkgever by wie hy die eerste gedurende daardie week vir minstens 17½ uur in diens was, die bedrae ingevolge subklousule (1) betaal en die bedrae ingevolge subklousule (4) aftrek.

(6) *Aankoop van bewyse.*—(a) Die Sekretaris van die Raad moet vir alle bedrae wat ingevolge subklousule (1) aan hom betaal word, bewyse uitreik aan die werkgever wat die bedrae betaal.

(b) 'n Werkgever moet te alle tye 'n toereikende voorraad bewyse in voorraad hou: Met dien verstande dat 'n werkgever 'n terugbetaling van die waarde van alle ongebruikte bewyse van die Raad kan verkry. Daar moet voor of op die 30ste dag van Junie in die jaar wat volg op dié waarin die bewyse uitgereik is, aansoek om sodanige terugbetaling gedoen word.

(7) *Uitreiking van bewyse aan werknemers.*—(a) 'n Werkgever moet ten opsigte van die bedrae wat hy ingevolge subklousule (1) betaal het, op elke betaaldag aan elke betrokke werknemer 'n bewys uitreik soos in subklousule (6) vermeld.

(b) Elke bewys moet op 'n leesbare wyse geroeër word met die naam van die werkgever, die datum van uitreiking en die naam van die werknemer.

(c) Die werknemer moet die bewys inplak in 'n bydraeboek wat hy van die Sekretaris van die Raad moet verkry en wat hy moet bewaar.

(8) *Bydraeboeke.*—(a) Die werknemer moet om 'n bydraeboek aansoek doen deur 'n vorm in te vul wat hy van die Raad kry.

(b) Bydraeboeke en bewyse aan 'n werknemer uitgereik, is nie oordraagbaar nie en mag ook nie gesedeer of verpand word nie. As iemand bewyse verkry op 'n ander wyse as in ooreenstemming met hierdie klousule of klousule 4 (2) (a) (ii) of die Bylae van klousule 33 (6), kan die Raad beslag daarop lê tot voordeel van die Fonds in klousule 33 en/of 34 vermeld, na goedvinde van die Raad.

(9) Geen bewyse mag aan 'n werknemer uitgereik word nie, behalwe in ooreenstemming met hierdie klousule of klousule 4 (2) (a) (ii) van die Bylae van klousule 33 (6) en geen werknemer is geregtig op krediet of betaling vir meer as 49 van hierdie bewyse in 'n tydperk van 12 maande eindigende op die derde betaaldag in November nie.

20. TRAVELLING ALLOWANCE, TRANSPORT, TRAVELLING TIME, SLEEPING ACCOMMODATION AND COUNTRY JOBS

(1) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of 5 km 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 2½ cents for every kilometre or portion of a kilometre of the distance beyond such 5 km radius. The allowance shall be payable for one way daily; provided that in the case of an employer who undertakes work in a town not being in the town in which he had his place of business prior to 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 or pay for transport both ways in lieu of the travelling allowance as may be payable in terms of subclause (1) of this clause. Transport by railway shall be at second class fare.

(3) (a) Time spent in travelling shall, subject to the provisions of paragraph (b) of this subclause and of subclause (6) be outside the hours of work prescribed in clause 14 (1) (c) (ii).

(b) Subject to the provisions of subclause (7) of this clause, time spent on travelling one way only to be the employer's time for work over 16 km radius from the principal post office of the town in which the head office of the employer is situated. The proviso to subclause (1) of this clause shall *mutatis mutandis* apply to this paragraph.

(4) Where an employer elects to provide transport for his employees in terms of this Agreement, such transport shall, as minimum requirements, have planned wooden seating and facilities for entering and leaving the vehicle.

(5) Any employee entitled to transport allowance shall be entitled to payment weekly.

(6) Where an employee is sent to work at more than one job on the same day, the time spent travelling from job to job shall be paid for as time worked at the rates prescribed in clause 17 of this Agreement.

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

(a) Where the employee is able to and does return to his home every day—

(i) in the case of an employee for whom wages are prescribed in clause 17 (1) (h) of this Agreement, a second-class return rail fare daily;

(ii) in the case of employees for whom wages are prescribed in paragraphs (a), (b), (c), (d), (e), (f) and (j) of clause 17 (1) of this Agreement, a third-class return rail fare daily. Only time worked on a job shall be paid for.

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

(i) in the case of an employee for whom wages are prescribed in paragraph (h) of clause 17 (1), a second-class return rail fare and in the case of employees for whom wages are prescribed in paragraphs (a), (b), (c), (d), (e), (f) and (j) of clause 17 (1), a third-class return rail fare, or in either case transport to and from the place of work at the beginning and termination of such work. Time occupied in travelling during the ordinary working hours shall be paid for at hourly rate of the employee concerned, as prescribed in clause 17 of this Agreement;

(ii) suitable sleeping accommodation in proximity to the place of work shall be provided. Alternatively in the case of an employee for whom wages are prescribed in paragraph (h) of clause 17 (1), an allowance of R2,50 per working day in lieu thereof and in the case of employees for whom wages are prescribed in paragraphs (a), (b), (c), (d), (e), (f) and (j) of clause 17 (1), an allowance of 30 cents per working day in lieu thereof;

(iii) an employee able to proceed to his home at the week-end and returning by the ordinary starting time on Monday (or on Tuesday if any of the public holidays fall on Monday) shall be entitled, in the case of an employee for whom wages are prescribed in paragraph (h) of clause 17 (1), to a second-class return rail fare at week-ends, and in the case of employees for whom wages are prescribed in paragraphs (a), (b), (c), (d), (e), (f) and (j) of clause 17 (1), to a third-class return rail fare at week-ends but no payment in lieu of such fare shall be made if the journey is not undertaken. Wages shall not be payable in respect of any time spent in travelling during such week-ends.

20. REISTOELAES, VERVOER, REISTYD, SLAAPPLEK EN PLATTELANDSE WERK

(1) Wanneer 'n werk uitgevoer word op 'n plek binne 'n gebied waarop hierdie Ooreenkoms van toepassing is, maar nie binne 'n straal van 5 km is vanaf die Hoofposkantoor van die dorp waarin die hoofkantoor van die werkgewer geleë is nie, moet genoemde werkgewer aan 'n werknemer wat met so 'n werk besig is, 'n toelae van 2½ sent betaal vir elke kilometer of gedeelte van 'n kilometer van die afstand buite sodanige straal van 5 km. Die toelae is daaglik vir een rigting betaalbaar. Met dien verstande dat in die geval van 'n werknemer 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 die reistoelae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, vervoer in albei rigtings te verskaf of daarvoor te betaal. Waar spoorvervoer gebruik word, moet die reisgeld dié vir die tweedeklas wees.

(3) (a) Tyd wat aan reis bestee word, moet, behoudens paragraaf (b) van hierdie subklousule en subklousule (6), buite die werkure val wat in klousule 14 (1) (c) (ii) voorgeskryf word.

(b) Behoudens subklousule (7) van hierdie klousule, moet tyd wat aan reis in een rigting bestee word, in die werkgewer se tyd val in die geval van werk wat buite 'n straal van 16 km van die Hoofposkantoor is van die dorp waarin die hoofkantoor van die werkgewer geleë is. Die voorbehoudsbepaling van subklousule (1) van hierdie klousule is *mutatis mutandis* op hierdie paragraaf van toepassing.

(4) Waar 'n werkgewer verkies om vervoer aan sy werknemers ingevolge hierdie Ooreenkoms te verskaf, moet sodanige vervoer as 'n minimum vereiste, sitplekke van geskaafde hout en ook op- en afklingeriewe hê.

(5) 'n Werknemer wat op 'n vervoertoelae geregtig is, is geregtig om dit weekliks te ontvang.

(6) Waar 'n werknemer op dieselfde dag na meer as een werkplek gestuur word om daar te gaan werk, moet daar vir die tyd wat bestee word om van die een werk na die ander te reis, betaal word as tyd gewerk teen die loon voorgeskryf in klousule 17 van hierdie Ooreenkoms.

(7) Die werkgewer moet ondergenoemde vervoertoelae en/of toelae vir slaapplek betaal aan 'n werknemer wat hy stuur om op die platteland te gaan werk:

(a) Waar die werknemer in staat is om elke dag na sy huis terug te keer en dit wel doen—

(i) in die geval van 'n werknemer wie se loon in klousule 17 (1) (h) van hierdie Ooreenkoms voorgeskryf word, die koste van 'n tweedeklasreitoertreinkaartjie daaglik;

(ii) in die geval van 'n werknemer wie se loon in paragrafe (a), (b), (c), (d), (e), (f) en (j) van klousule 17 (1) van hierdie Ooreenkoms voorgeskryf word, derdeklasreitoertreinkaartjie daaglik.

Daar moet slegs vir tyd by 'n werkplek gewerk, betaal word.

(b) Waar die werknemer nie in staat is om elke dag na sy huis terug te keer nie—

(i) die koste van 'n tweedeklasreitoertreinkaartjie aan werknemers vir wie lone in paragrafe (a), (b), (c), (d), (e), (f) en (j) van klousule 17 (1) (h) voorgeskryf word, en die koste van 'n derdeklasreitoertreinkaartjie vir werknemers vir wie lone in paragrafe (a), (b), (c), (d), (e), (f) en (j) van klousule 17 (1) voorgeskryf word, of in albei gevalle vervoer na en van die werkplek aan die begin en einde van sodanige werk. Vir tyd wat gedurende die gewone werkure deur 'n reis in beslag geneem word moet die uurloon van die betrokke werknemer soos voorgeskryf in klousule 17 van hierdie Ooreenkoms, betaal word;

(ii) moet geskikte slaapplek naby die werkplek verskaf word; so nie, moet 'n toelae van R2,50 per werkdag in plaas daarvan betaal word aan werknemers vir wie lone in paragraaf (h) van klousule 17 (1) voorgeskryf word, en aan werknemers vir wie lone in paragrafe (a), (b), (c), (d), (e), (f) en (j) van klousule 17 (1) voorgeskryf word, 'n toelae van 30 sent per werkdag in plaas daarvan;

(iii) is 'n werknemer wat daartoe in staat is om vir die naweek huis toe te gaan en om teen die gewone begintyd op Maandag (of op Dinsdag, as enigeen van die openbare vakansiedae op 'n Maandag val) terug te wees, in die geval van werknemers vir wie lone in paragrafe (a), (b), (c), (d), (e), (f) en (j) van klousule 17 (1) voorgeskryf word, geregtig op die koste van 'n tweedeklasreitoertreinkaartjie oor naweke, en in die geval van werknemers vir wie lone in paragrafe (a), (b), (c), (d), (e), (f) en (j) van klousule 17 (1) voorgeskryf word, is hulle geregtig op die koste van 'n derdeklasreitoertreinkaartjie, oor naweke, maar geen bedrag word in plaas van sodanige vervoerkoste betaal nie as die reis nie onderneem word nie. Lone is nie tyd wat gedurende sodanige naweke aan reise bestee word, betaalbaar is.

21. PAYMENT OF REMUNERATION

(1) Except where otherwise provided in this Agreement, all remuneration due to an employee in respect of any one week shall be paid in cash weekly not later than the normal finishing time on Friday or on termination of employment if this takes place before the ordinary pay day of the employee; provided that—

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

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

(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 net remuneration contained in the envelope. Such envelope, together with any statement enclosed in the envelope shall remain the property of the employee.

(3) *Fines and deductions.*—An employer shall not levy any fines against his employees, nor shall he make any deductions from his employees' remuneration other than the following:

(a) Deductions referred to in clause 19 (4) (a);

(b) with the written consent of his employee, a deduction for sick benefits, insurance, savings, provident or pension funds not provided for in this Agreement;

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

(d) where an employee agrees, or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, or the Bantu Labour Act, 1964, to accept board and/or lodging from his employer, a deduction not exceeding the amount specified hereunder:

	Per week c	Per month R
Board.....	40	1,73
Lodging.....	20	0,86
Board and lodging.....	60	2,60;

(e) deductions in respect of subscriptions to the trade unions terms of clause 19 (4) (b).

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

22. TERMINATION OF EMPLOYMENT

(1) An employee, other than a watchman and/or patrolman, desirous of terminating an engagement with an employer and an employer desirous of terminating the services of an employee, shall give not less than two hours' notice of such termination of employment to the employer or employee as the case may be; provided that employment in any case shall not cease before ordinary finishing time, subject to—

(a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or

(b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided herein.

(2) An employee engaged as a carpenter or joiner shall, during the period of notice referred to in subclause (1), be allowed to put his tools in working order except in the case of an employee who has worked for less than five days; otherwise an employee shall be allowed 15 minutes before finishing time on the day of termination of employment to pack his tools away.

(3) An employee who gives notice to an employer shall—

(a) work during the period of such notice at the work for which he was engaged;

(b) where he requires payment of wages due to be made on termination of employment, give his notice to the employer at the normal starting time on the day of such termination.

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

21. BETALING VAN BESOLDIGING

(1) Behoudens andersluidende bepalingen in hierdie Ooreenkoms, moet alle besoldiging wat vir 'n enkele week aan 'n werknemer verskuldig is, weekliks in kontant betaal word en wel nie later nie as die gewone sluitingstyd op Vrydag of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind: Met dien verstande dat—

(i) besoldiging op 'n dag voor Vrydag betaal kan word indien die werkgewer en die werknemer daarvoor ooreengekom het en die werkgewer die Raad skriftelik in kennis gestel het van sodanige verandering;

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

(2) Elke werkgewer moet die lone, besoldiging vir oortyd, toeslaes en alle ander besoldiging wat aan 'n werknemer verskuldig is, betaal in 'n verseëlde koevert waarop die naam en adres van die werkgewer, die naam van die werknemer en die datum waarop die week geëindig het, gemeld word, en voorts moet daar op die voorkant van die koevert of op 'n afsonderlike staat daarin ingesluit, breedvoerig gemeld word hoe die bruto besoldiging bereken is, watter bedrae daarvan afgetrek is en wat die netto besoldiging is wat die koevert bevat. Sodanige koevert en ook die staat daarby ingesluit, bly die eiendom van die werknemer.

(3) *Boetes en aftrekkings.*—'n Werkgewer mag nie sy werknemer beboet nie, en met uitsondering van die aftrekkings hieronder genoem, mag hy geen bedrag van sy werknemer se besoldiging aftrek nie:

(a) Die aftrekkings in klousule 19 (4) (a) vermeld;

(b) met die skriftelike toestemming van sy werknemer, aftrekkings vir siektebystands-, versekerings-, spaar-, voorsorg- of pensioenfondse waarvoor daar in hierdie Ooreenkoms geen voorsiening gemaak word nie;

(c) die aftrekking van enige bedrag wat 'n werkgewer regtens of ingevolge of kragtens 'n bevel van 'n hof met regsbevoegdheid moet of mag maak;

(d) wanneer 'n werknemer instem of wanneer daar ingevolge die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Bantoe-arbeid, 1964, van hom vereis word om etes en/of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogsens die bedrae hieronder gemeld:

	Per week c	Per maand R
Etes.....	40	1,73
Huisvesting.....	20	0,86
Etes en huisvesting.....	60	2,60;

(e) aftrekkings vir ledegeld van vakverenigings ingevolge klousule 19 (4) (b).

(4) *Premies.*—Geen bedrag vir die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van opleidingskemas waartoe die werkgewer regtens moet bydra.

22. DIENSBEËINDIGING

(1) 'n Werknemer, uitgesonderd 'n wag en/of patrollieman, wat sy diens by 'n werkgewer wil beëindig en 'n werkgewer wat die diens van 'n werknemer wil beëindig, moet minstens twee uur vooraf van sodanige diensbeëindiging kennis gee aan die werkgewer of die werknemer, na gelang van die geval: Met dien verstande dat diens in geen geval voor die gewone sluitingstyd mag eindig nie, behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing om 'n regsgeldige rede te beëindig; of

(b) 'n skriftelike ooreenkoms tussen die werkgewer en die werknemer waarin daar vir 'n langer tydperk voorsiening gemaak word as dié wat hierin voorgeskryf word.

(2) Met uitsondering van 'n werknemer wat minder as vyf dae gewerk het, moet 'n werknemer wat as 'n timmerman of skrynwerker in diens geneem is, gedurende die kennisgewingstermyn in subklousule (1) vermeld, toegelaat word om sy gereedskap in orde te bring; andersins moet 'n werknemer 15 minute voor die sluitingstyd op die dag waarop sy diens beëindig word gegun word om sy gereedskap weg te pak.

(3) 'n Werknemer wat aan 'n werkgewer kennis gee, moet—

(a) gedurende die termyn van sodanige kennisgewing werk aan die werk waarvoor hy in diens geneem is;

(b) wanneer hy vereis dat die loon aan hom verskuldig, by diensbeëindiging betaal word, die werkgewer kennis gee aan die gewone begintyd op die dag van sodanige diensbeëindiging.

(4) Geen kennisgewing van diensbeëindiging word vereis nie tensy die betrokke werknemer vir minstens drie agtereenvolgende dae by dieselfde werkgewer gewerk het.

(5) Should an employee cease work without having given to an employer the notice prescribed in subclause (1) the employer may deduct from any wages in the process of accrual due to any such employee, an amount equivalent to the wages payable in terms of clause 17 for the period equal to such notice.

(6) A watchman and/or patrolman desirous of terminating his employment with an employer, and an employer desirous of terminating the employment of a watchman and/or patrolman shall give—

(a) during the first 14 days of employment, not less than 24 hours; and

(b) after the first 14 days of employment, not less than one week's;

notice of such termination of employment.

(7) In the event of an employer failing to pay the remuneration due to an employee in terms of subclause (3) (b) or on termination of employment in accordance with the provisions of clause 21 (1), the employee concerned shall be entitled to be paid a further day's remuneration for every succeeding working day in respect of which the employer defaults in making payment.

23. STORAGE, RESPONSIBILITY FOR LOSS, INSURANCE AND PROVISION OF TOOLS

(1) Except in the case of jobbing work, an employer shall—

(a) provide a lock-up on every job and at every workshop for locking up tools for apprentices, trainees and employees for whom wages are prescribed in clause 17 (1) (h), (i) and (j);

(b) be responsible for keeping lock-ups properly and/or securely locked outside normal working hours;

(c) be responsible for any loss of or damage to tools belonging to an employee, in sheds, lock-ups, workshops, due to fire, and such tools shall be insured by an employer against such loss or damage; provided that the total liability of an employer shall not exceed R150 in respect of tools belonging to any one employee;

(d) wherever possible, in the opinion of the Council, provide suitable accommodation—separate from storerooms for materials—for employees to partake of meals whilst on the job.

(2) If an employer—

(a) fails to provide or maintain a lock-up in terms of subclause (1); or

(b) fails to insure the tools of an employee against loss and/or damage by fire in terms of subclause (1) (c);

such employer shall, if an employee loses his tools as a result of such act or omission, be responsible for the loss of such tools.

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

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

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

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

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

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

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

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

(b) *Bricklayers*.—(i) All cutting tools used for cutting silica bricks or any kind of brick of similar hardness;

(ii) cutting tools used for reinforced concrete;

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

(5) Indien 'n werknemer ophou werk sonder om aan sy werkgever kennis te gee soos voorgeskryf in subklousule (1), mag die werkgever ten opsigte van die termyn van sodanige kennisgewing 'n bedrag gelyk aan die loon wat ingevolge klousule 17 betaalbaar is, aftrek van enige loon wat sodanige werknemer nog toekom.

(6) 'n Nagwag en/of patrolieman wat sy diens by 'n werkgever wil beëindig en 'n werkgever wat die diens van 'n nagwag en/of patrolieman wil beëindig moet—

(a) gedurende die eerste 14 dae diens, minstens 24 ure; en

(b) na die eerste 14 dae diens, minstens een week;

kennis van sodanige beëindiging van diens gee.

(7) Indien 'n werkgever nie die besoldiging betaal wat aan 'n werknemer verskuldig is ingevolge subklousule (3) (b) of na diensbeëindiging ooreenkomstig klousule 21 (1) nie, is die betrokke werknemer geregtig op nog 'n dag se besoldiging vir elke daaropvolgende werkdag wat die werkgever versuim om hom te betaal.

23. BEWARING, AANSPREKLIKHEID VIR VERLIES, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

(1) 'n Werkgever (behalwe in die geval van stukwerk)—

(a) moet op elke werkplek en by elke werkwinkel 'n toesluitplek verskaf waarin die gereedskap van die vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 17 (1) (h)

(i) en (j) voorgeskryf word, toegesluit kan word;

(b) is aanspreeklik daarvoor dat toesluitplekke behoorlik en/of veilig toegesluit gehou word buite die gewone werke;

(c) is aanspreeklik vir verlies of beskadiging van die gereedskap van 'n werknemer weens brand in skure, toesluitplekke en werkwinkels, en die werkgever moet sodanige gereedskap verseker teen sodanige verlies of beskadiging: Met dien verstande dat die totale aanspreeklikheid van 'n werkgever hoogstens R150 ten opsigte van die gereedskap van 'n bepaalde werknemer behoort;

(d) moet, waar dit na die mening van die Raad moontlik is, geskikte akkommodasie—weg van pakkamers vir materiaal af—verskaf waar die werknemers hul maaltye kan nuttig so lank hulle by die werk is.

(2) As 'n werkgever—

(a) versuim om 'n toesluitplek ingevolge subklousule (1) te verskaf of in stand te hou; of

(b) versuim om die gereedskap van 'n werknemer ingevolge subklousule (1) (c) teen verlies en/of beskadiging weens brand te verseker;

is sodanige werkgever aanspreeklik vir die verlies van sodanige gereedskap indien 'n werknemer dit as gevolg van sodanige handeling of versuim verloor.

(3) Die bepalings van subklousule (2) in verband met die verlies van gereedskap—uitgesonderd verlies of beskadiging weens brand—is nie op 'n werknemer van toepassing nie tensy sodanige gereedskap 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—

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

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

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

(5) Die beslissing van die Raad ooreenkomstig hierdie klousule is deurslaggewend in alle opsigte en veral wat betref die bedrag wat 'n werkgever aan 'n werknemer as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is.

(6) 'n Werkgever moet slypstene verskaf waarop gereedskap skerp gemaak kan word. Waar geen slypsteen op die werkplek verskaf word nie, moet 'n geskikte tyd en fasiliteite voor diensbeëindiging aan timmermanne en skrynwerkers verleen word om hul gereedskap in orde te bring.

(7) 'n Werkgever moet die volgende verskaf aan:

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

(b) *Messelaars*.—(i) Alle snygereedskap wat gebruik word vir die sny van silikastene of enige soort steen wat net so hard is;

(ii) snygereedskap wat gebruik word vir gewapende beton;

(iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmaak van gereedskap.

(c) *Carpenters*.—All cramps, handscrews, glue-brushes, wrenches, crowbars, augers and bits over 30 cm and all hammers 1360 gm and over, and all saws and/or tools used for cutting corrugated asbestos or other material of similar hardness.

(d) *Masons and stone-cutters*.—(i) Tools for working granite or hard stone and claws;

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

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

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

(g) *Plumbers and gasfitters*.—(i) Machines used in a workshop or on a job;

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

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) chisels, punches and wall pins over 22½ cm in length;

(viii) soldering irons and blowlamps;

(ix) files and hacksaw blades;

(x) mandrills over 5 cm in diameter;

(xi) rivet sets from No. 12 rivet and over and grooving tools;

(xii) sheetmetal workers mallets and heavy dressers;

(xiii) punches over 6 mm in diameter, hollow or solid;

(xiv) wrenches and tongs over 45 cm in length.

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

Employers and employees shall observe the following rules and the provisions of clause 25; provided that to the extent to which the regulations in respect of building, demolition and excavation work published under the Factories, Machinery and Building Work Act, 1941, contain provisions which are inconsistent with the provisions of this clause or contain provisions not appearing in this clause, the provisions of the said regulations shall apply:

(1) *Concrete work*.—An employer shall employ an employee at a rate not less than the wages prescribed in clause 17 (1) (h) who shall be continuously employed whilst concrete is being placed *in situ*, and it shall be the sole duty of the employee to supervise other persons doing this class of work.

(2) *Joinery*.—(a) 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.

(b) (i) All joinery made within the area to which this Agreement relates shall be marked or stamped in such a manner or form as the Council may from time to time determine.

(ii) An employer shall not utilise in the erection of buildings or structures, joinery made for erection in a particular building which is not so marked or stamped.

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

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

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

(d) An employer shall not permit masons' bankers to be less than 2 m apart, nor shall he permit dust to be blown off with exhaust or other air during working hours.

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

(c) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore wat meer as 30 cm lank is en alle hamers wat 1360 g en meer weeg en alle sac en/of gereedskap wat gebruik word vir die sny van gegolfdde asbes of ander materiaal wat net so hard is.

(d) *Klipmesselaars en klipkappers*.—(i) Gereedskap vir die bewerking van graniet of harde klip en kloue;

(ii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmak van gereedskap.

(e) *Skilders en plakkers*.—Alle gereedskap, uitgesonderd stop-verfmesse, stoffers, plakkwaste en skêre.

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

(g) *Loodgieters en gasaanleërs*.—(i) Masjiene wat in 'n werkwinkel of by 'n werkplek gebruik word;

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

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

(iv) pypsnijgereedskap en -skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepele;

(vii) beitels, ponsse en muurpenne wat langer as 22½ cm is;

(viii) soldeerboutse en blaaslampe;

(ix) vyle en ystersaaglemme;

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

(xi) klinknaelstelle van grootte No. 12 en groter en groef-gereedskap;

(xii) plaatmetaalwerkershamers en swaar klophamers;

(xiii) ponsse, hol of solied, wat meer as 6 mm in deursnee is;

(xiv) moersleutels en tange wat langer as 45 cm is.

24. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Werkgewers en werknemers moet onderstaande reëls asook klousule 25 nakom: Met dien verstande dat waar die regulasies ten opsigte van bou-, sloppings- en uitgrawingswerk, wat kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, gepubliseer is, bepalings bevat wat onbestaanbaar is met die bepalings van hierdie klousule of bepalings bevat wat nie in hierdie klousule voorkom nie, die bepalings van genoemde regulasies van toepassing is:

(1) *Betonwerk*.—'n Werkgewer moet 'n werknemer teen minstens die loon voorgeskryf in klousule 17 (1) (h) in diens neem wat voortdurend in diens moet wees terwyl beton op die plek gegiet word, en dit moet die enigste plig van hierdie werknemer wees om toesig te hou oor ander persone wat hierdie soort werk doen.

(2) *Skrynwerk*.—(a) 'n Werkgewer mag nie by die oprigting van geboue of bouwerke binne die gebied waarop hierdie Ooreenkoms betrekking het, skrynwerk gebruik nie wat vir die oprigting in 'n bepaalde gebou gemaak is en wat vervaardig of voorberei is in 'n gebied in die Republiek van Suid-Afrika waarin die lone vir die werk verbonde aan sodanige werksaamheid of proses, laer is as dié wat vir sodanige werk voorgeskryf word in 'n statutêre loonreëlingsmaatregel wat op die Nywerheid van toepassing is in daardie gebied of, as daar nie so 'n maatregel in sodanige gebied bestaan nie, wat laer is as die lone wat voorgeskryf word in 'n statutêre loonreëlingsmaatregel van toepassing is in 'n gebied wat die naaste aan sodanige gebied is.

(b) (i) Alle skrynwerk wat gemaak word in die gebied waarop hierdie Ooreenkoms betrekking het, moet gemerk of gestempel word op 'n manier of in 'n vorm wat die Raad van tyd tot tyd bepaal.

(ii) 'n Werkgewer mag nie skrynwerk wat gemaak is vir die oprigting in 'n bepaalde gebou en wat nie aldus gemerk of gestempel is nie, by die oprigting van geboue of bouwerke gebruik nie.

(3) *Klipwerk*.—(a) 'n Werkgewer mag slegs 'n klipmesselaar in diens neem as bediener van 'n klipdraai- of 'n skaafmasjien of 'n diamant- of korborumdumsaag.

(b) 'n Werkgewer mag slegs 'n gekwalifiseerde klipmesselaar in diens neem vir werk wat gewoonlik deur klipmesselaars verrig word.

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

(d) 'n Werkgewer mag nie toelaat dat die werkbanke van klipmesselaars minder as 2 m van mekaar af is nie, en hy mag ook nie toelaat dat stof gedurende werkure met uitlaat- of ander lug afgeblaas word nie.

(e) Alle haakse of bekapte klip moet op die werkgewer se werf of op die werkplek bewerk word maar kan by die klip-groef kleiner gemaak word deur alleenlik 'n splinterhamer te gebruik. Wanneer 'n werkgewer se werf by die klipgroef geleë is, moet dit op 'n redelike veilige afstand van die werkfront van die klipgroef af wees.

(f) An employer shall provide suitable sheds for stone cutters, the roof of which shall be not less than 3 m high, provided that this paragraph shall not apply to small jobs on building sites.

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

(i) in the shed where men are employed cutting stones; or

(ii) within 28 m of any mason whilst cutting stones;

unless adequate protection is provided for employees working in the vicinity of the said dunter machines.

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

(i) (i) All stone-work of any type manufactured, dressed or partly dressed within the area to which this Agreement relates shall be marked or stamped in such a manner or form as the Council may from time to time determine;

(ii) an employer shall not utilise in the erection of buildings or structures, stonework of any type manufactured, dressed or partly dressed for erection in a particular building which is not so marked or stamped.

25. SCAFFOLDING AND PLANT

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

(2) *Supervision.*—(a) An employer shall cause the erection of every building and structure to be under the supervision of a responsible person who shall be a competent person and who shall be appointed by him in writing.

(b) The person who is appointed in terms of this clause shall be in charge of all the building work and shall ensure that—

(i) the provisions of this clause are complied with;

(ii) all plant and machinery are maintained in good condition and properly used;

(iii) that all work is carried out in a safe manner and in accordance with the designs and specifications as approved by the appropriate authority.

(3) *General safety measures.*—(a) An employer shall cause—

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

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

(iii) all openings in floors, hatchways and stairways or any other opening through or from which persons are liable to fall, to be adequately boarded over or to be fenced or enclosed with suitable rails or guards to a height of not less than three feet and not more than three feet six inches from the ground floor; provided that such boarding or guarding may be omitted or removed for the time and to the extent necessary for the access of persons or the movement of materials;

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

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

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

(5) *Scaffolds.*—(a) An employer shall cause—

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

(f) 'n Werkgewer moet geskikte skure waarvan die dak minstens 3 m hoog moet wees, aan klipkappers verskaf: Met dien verstande dat hierdie paragraaf nie op klein werkies op bou-terreine van toepassing is nie.

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

(i) in die skuur waar manne besig is om klip te kap; of

(ii) binne 28 m van 'n klipmesselaar af wat besig is om klip te kap;

tensy toereikende beskerming verskaf word aan werknemers wat in die nabyheid van genoemde duntermasjiene werk.

(h) 'n Werkgewer mag nie klip gebruik nie van enige tipe wat vervaardig, bewerk of gedeeltelik bewerk is, na gelang van die geval, in 'n gebied in die Republiek van Suid-Afrika waarin die lone vir die betrokke werk laer is as dié wat vir sodanige werk voorgeskryf word in 'n statutêre loonreëlingsmaatreël wat op die Nywerheid van toepassing is in daardie gebied of, as daar nie so 'n maatreël in sodanige gebied bestaan nie, wat laer is as die lone wat voorgeskryf word in 'n statutêre loonreëlingsmaatreël wat van toepassing is in 'n gebied wat die naaste aan sodanige gebied is.

(i) (i) Alle klipwerk van enige tipe wat vervaardig, bewerk of gedeeltelik bewerk is in die gebied waarop hierdie Ooreenkoms betrekking het, moet gemerk of gestempel word op 'n manier of in 'n vorm wat die Raad van tyd tot tyd bepaal;

(ii) 'n werkgewer mag nie by die oprigting van geboue of bouwerke klipwerk van enige tipe wat vervaardig, bewerk of gedeeltelik bewerk is vir oprigting in 'n bepaalde gebou, gebruik nie, tensy dit aldus gemerk of gestempel is.

25. STEIERWERK EN INSTALLASIES

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

(2) *Toesighouding.*—(a) 'n Werkgewer moet sorg dat elke gebou en bouwerk opgerig word onder die toesig van 'n verantwoordelike en bevoegde persoon wat hy skriftelik aangestel het.

(b) Die persoon wat ingevolge hierdie klousule aangestel word, moet aan die hoof staan van al die bouwerk en moet verseker dat—

(i) hierdie klousule nagekom word;

(ii) alle installasies en masjinerie in 'n goeie toestand gehou en behoorlik gebruik word;

(iii) alle werk uitgevoer word op 'n veilige manier en ooreenkomstig die ontwerpe en spesifikasies wat die betrokke owerheid goedgekeur het.

(3) *Algemene veiligheidsmaatreëls.*—(a) 'n Werkgewer moet sorg dat—

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

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

(iii) alle openings in vloere, luikgate en trappe of alle ander openings daardeur of waarvandaan persone moontlik kan val, op 'n doeltreffende wyse toegemaak is met beskotte of omhein of omsluit is met geskikte relings of skutte op 'n hoogte van minstens drie voet en uiters drie voet ses duim van die grond of vloer af: Met dien verstande dat sodanige beskot of skut van tyd tot tyd weggelaat of verwyder kan word en wel in dié mate wat nodig is om persone toegang te verleen of materiaal te vervoer;

(iv) 'n geskikte vangplatform of net bokant 'n ingang of deurgang of bokant 'n plek waar persone gereed werk of verbygaan, opgerig word, of dat die gevaarlike plek behoorlik afgekamp word as werk bokant sodanige ingang, deurgang of plek verrig word en daar gevaar bestaan dat persone deur vallende voorwerpe getref kan word.

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

(4) *Werk in posities bokant die grond.*—Geen werkgewer mag van enigiemand wat bouwerk verrig vereis of hom toelaat om werk in 'n posisie bokant die grond te doen nie, tensy sodanige werk veilig van 'n leer of 'n steier of van 'n posisie wat net so veilig as 'n steier is, verrig kan word.

(5) *Steiers.*—(a) 'n Werkgewer moet sorg—

(i) dat steierstanders stewig gestut en vasgemaak word sodat dit nie kan verskuif nie en dat dit regop gehou word, behalwe in die geval van kortelingsteiers, wat effens na die kant van die bouwerk moet oorhel;

(ii) (aa) standards to be placed not more than six feet, eight feet and 10 feet apart in the case of heavy, medium and light loads respectively if constructed of steel and not more than 10 feet if constructed of timber;

(bb) ledges to be spaced not more than seven feet apart vertically;

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

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

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

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

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

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

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

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

(c) No employer shall require or permit—

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

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

(6) Platforms.—(a) An employer shall cause—

(i) every scaffold platform which is constructed of timber to be of planks at least nine inches wide by one and one-half inches thick;

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

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

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

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

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

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

(aa) substantial guard rails at least three feet and not more than three feet six inches high on all sides of the platform except the side facing the structure;

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

(iii) to be so arranged that the gap between the platform and structure does not exceed three inches provided that where workmen are required to sit whilst working, this distance may be increased to not more than 12 inches;

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

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

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

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

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

(ii) (aa) dat staanders in die geval van swaar, middelmatige en ligte vragte nie verder as onderskeidelik ses voet, agt voet en 10 voet van mekaar af, indien dit van staal gemaak is, en nie verder as 10 voet van mekaar af, indien dit van hout gemaak is, aangebring word nie;

(bb) dat steierbalke nie meer as sewe voet vertikaal van mekaar af geplaas word nie;

(cc) dat kortelings of kalwers in die geval van swaar, middelmatige en ligte vragte nie verder as onderskeidelik vyf voet, ses voet en agt voet van mekaar af aangebring word nie.

Vir die toepassing van hierdie subklousule beteken "ligte, middelmatige en swaar vragte" onderskeidelik vragte van hoogstens 25, 50 en 75 pond per vierkante voet;

(iii) dat elke deel van 'n steierraam wat van hout gemaak is, 'n deursnee van minstens drie duim of 'n deursnee van dieselfde sterkte het.

(b) Geen werkgewer mag 'n steier gebruik of laat gebruik nie, tensy—

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

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

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

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

(c) Geen werkgewer mag vereis of toelaat—

(i) dat steierwerk waarvan die stutraam van hout gemaak is, hoër as 80 voet is nie;

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

(6) Platforms.—(a) 'n Werkgewer moet sorg—

(i) dat elke steierplatform wat van hout gemaak is, bestaan uit planke wat minstens nege duim breed en 1½ duim dik is;

(ii) dat elke plank wat deel van 'n platform uitmaak, op minstens drie stutte rus, behalwe in die geval van boksteiers, en dat sodanige plank minstens ses duim by die tussenstutte en hoogstens nege duim by die eindstutte verbystek;

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

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

(b) 'n Werkgewer moet sorg dat elke werkplatform van 'n steier—

(i) minstens drie voet wyd is, met 'n vry en onbelemmerde deurgang van minstens 18 duim: Met dien verstande dat waar 'n platform alleenlik as 'n deurgang gebruik word, 'n totale platformwydte van 18 duim voldoende is;

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

(aa) sterk skutrelings wat aan al die kante van die platform, uitgesonderd die kant aan die bouwerk, minstens drie voet en uiters drie voet ses duim hoog is;

(bb) stootstukke aan al die kante van die platform, uitgesonderd die kant aan die bouwerk, wat minstens ses duim hoog, van die oppervlak van die platform af, moet wees en in die geval van hout minstens een duim dik moet wees, en sodanige stootstukke moet so aangebring word dat daar geen oop ruimte tussen die stootstuk en die platform is nie;

(iii) so aangebring word dat die opening tussen die platform en die bouwerk nie wyer as drie duim is nie: Met dien verstande dat waar daar van werksmanne vereis word om te sit terwyl hulle werk, hierdie opening hoogstens 12 duim mag wees;

(iv) vry gehou word van afvalmateriaal, spykers wat uitsteek of enige ander hindernis en in 'n glyvaste toestand gehou word.

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

(d) 'n Werkgewer moet 'n addisionele skutreling laat aanbring op 'n hoogte van drie voet bokant elke werkplatform wat deur 'n steierplatform gestut word.

(e) 'n Werkgewer moet sorg dat daar gerieflike en veilige toegange tot elke steierplatform verskaf word. Waar sodanige toegang deur middel van lere verskaf word, moet die leer stewig by die voetstuk gestut word, minstens drie voet bokant die platform verbystek en stewig vasgemaak word.

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

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

(b) An employer shall cause every ramp—

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

(aa) be placed at suitable intervals; and

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

(ii) which is more than six feet six inches high to be provided on both sides with hand rails and toe-boards to comply in all respects with the provisions of subclause (6) (b) (ii).

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

(a) out-riggers are—

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

(ii) properly supported, suitably spaced and securely anchored, other than by weight, at the inner end;

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

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

(c) winches or other hoisting appliances are so constructed and maintained as to prevent accidental movement of the platform and so situated that these are readily accessible for inspection and that the rope connection to the out-rigger is vertically above the platform attachment;

(d) the working platform is—

(i) not less than 18 inches and not more than 36 inches wide for light suspended scaffolds and not less than 36 inches wide for heavy suspended scaffolds;

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

(iii) provided with substantial guard rails at least three feet and not more than three feet six inches above and on all sides of the platform except the side facing the structure; provided that in the case of a light suspended scaffold, guard rails, which may be not less than two feet six inches high, shall be provided on all sides of the platform;

(iv) provided on all sides, with toe-boards which shall be not less than six inches high from the level of the platform and in the case of wood not less than one inch thick and which shall be so installed that no open space exists between the toe-board and the platform; provided that in the case of heavy suspended scaffolds the toe-boards facing the structure may be not less than two inches high from the level of the platform.

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

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

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

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

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

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

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

(7) *Oploep*.—(a) Geen werkgewer mag vereis of toelaat dat 'n oploep geïnstalleer of gebruik word waarvan die helling meer as een vertikaal tot een en 'n half horisontaal is nie.

(b) 'n Werkgewer moet sorg dat elke oploep—

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

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

(bb) oor die hele breedte van die oploep, sterk, uitgesonderd dat hulle oor 'n breedte van hoogstens nege duim onderbreek mag word ten einde die beweging van kruiswaens te vergemaklik;

(ii) wat hoër as ses voet ses duim is, aan albei kante voorsien word van handreling en stootstukke wat in alle opsigte aan die vereistes van subklousule (6) (b) (ii) voldoen

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

(a) die kraanbalke—

(i) van staal is met veiligheidsfaktor van minstens vier;

(ii) aan die binneste end behoorlik gestut, op 'n geskikte wyse gespaseer en stewig geanker is, maar nie met 'n gewig nie;

(iii) aan die buitenste end van 'n stuiter of 'n ander middel voorsien is ten einde te voorkom dat die tou verskuif;

(b) die platform aan staalkabels hang waarvan die veiligheidsfaktor, gebaseer op die maksimum vraag wat elke kabel sal moet dra minstens 10 is;

(c) windasse of ander hystoestelle so gebou en onderhou word dat die platform nie per ongeluk kan verskuif nie, op plekke aangebring word waar hulle geredelik toeganklik vir inspeksie is en die touverbinding met die kraanbalk vertikaal bokant die aanheppunt van die platform is;

(d) die werkplatform—

(i) minstens 18 duim en uiters 36 duim breed in die geval van ligte hangsteiers en minstens 36 duim breed in die geval van swaar hangsteiers is;

(ii) so hang dat dit so na as doenlik is aan die bouwerk waaraan gewerk word en in elke werk posisie so vasgemaak is dat relatiewe horisontale bewegings tussen die platform en die bouwerk voorkom word;

(iii) voorsien is van stewige skutrelings minstens drie voet en uiters drie voet ses duim bokant en aan alle kante van die platform uitgesonderd aan die kant teenoor die bouwerk: Met dien verstande dat, in die geval van 'n ligte hangsteier, skutrelings wat minstens twee voet ses duim hoog is, aan al die kante van die platform aangebring moet word;

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

(9) *Bootmanstoel*.—'n Werkgewer moet sorg dat elke bootmanstoel of soortgelyke toestel stewig hang en so gebou is dat die insittende nie daaruit kan val nie.

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

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

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

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

(12) *Dakwerk*.—'n Werkgewer moet geskikte daklere of plankmatte of kruipplanke verskaf en sorg dat dit gebruik word in die geval van persone wat werk moet verrig op 'n dak met 'n helling van meer as 34 grade of op 'n dak wat bedek is of bedek gaan word met materiaal waardeur 'n persoon moontlik kan val: Met dien verstande dat geskikte veiligheidsordels wat aan die bouwerk vasgemaak is met 'n tou wat lank genoeg is, in plaas van daklere, plankmatte of kruipplanke gebruik kan word op staandakke wat met 'n nie-breekbare materiaal bedek is.

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

(b) The responsible person shall ensure that—

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

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

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

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

(14) *Builder's hoists.*—(a) An employer shall cause the tower of every builder's hoist—

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

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

(iii) to be provided with a door or gate at least five feet high at each landing and such door or gate shall be kept closed except when the conveyance is at rest at that landing.

(b) An employer shall ensure that—

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

(ii) no suspension rope is used unless it is constructed of steel wire of good quality and manufacture and has a factor of safety of not less than six based on the maximum load it is required to support; provided that where persons are permitted to be conveyed in terms of paragraph (d) of this subclause the factor of safety shall be not less than 10;

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

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

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

(vi) the hoist is provided with—

(aa) an efficient brake by means of which the load can be effectively controlled and which will automatically stop the hoist when the devices referred to in paragraph (d) (ii) operate;

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

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

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

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

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

(i) such hoist is provided with a cage enclosed on all sides which are not entrances, and covered with a substantial roof;

(ii) it is provided with suitable automatic devices which will prevent the cage from being raised beyond the safe limit and will ensure that the cage comes to rest above the lowest point to which the cage can travel;

(iii) the doors or gates required to be provided in terms of paragraph (a) (iii) are so arranged that the hoist cannot be moved whilst any door or gate is open;

(iv) the speed of the cage does not exceed 120 feet per minute;

(v) control of the hoist, whilst persons are being conveyed, is from the cage only;

(b) Die verantwoordelike persoon moet verseker dat—

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

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

(iii) alle praktiese voorsorgsmaatreëls getref is ten einde die gevaar te voorkom dat die bouwerk intuiemal wanneer 'n deel van die raamwerk van 'n skeletgebou of 'n gebou wat gedeeltelik 'n skeletgebou is, verwyder word of wanneer gewapende beton gesny word;

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

(14) *Bouhyssers.*—(a) 'n Werkgewer moet sorg dat die toring van elke bouhyser—

(i) aan die bouwerk vasgemaak of verspan is met staal-draadankers en dat dit soveel hoër as die hoogste platform is dat daar 'n onversperde en onbelemmerde ruimte van minstens drie voet is vir 'n bak wat te hoog opgehef word;

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

(iii) van 'n deur of hek wat minstens vyf voet hoog is, voorsien is op elke platform en sodanige deur of hek moet toegelê word tensy die hyser op daardie platform stilstaan.

(b) 'n Werkgewer moet verseker dat—

(i) die bak en die teengewig (as daar 'n teengewig is) van elke bouhyser oor die hele beweegafstand daarvan gelei word deur onbuigbare leiers;

(ii) geen hangtouw gebruik word nie, tensy dit bestaan uit staaldraad van 'n goeie gehalte en fabrikaat en 'n veiligheidsfaktor van minstens ses het, gebaseer op die maksimum vrag wat dit sal moet dra: Met dien verstande dat waar persone toegelaat word om ooreenkomstig paragraaf (d) van hierdie subklousule daarin vervoer te word, die veiligheidsfaktor minstens 10 moet wees;

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

(iv) die hangtouw stewig aan die wentol vasgemaak is en dat daar te alle tye minstens twee slae van die tou op die wentol agterbly;

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

(vi) die hyser voorsien is van—

(aa) 'n doeltreffende rem waarmee die vrag op 'n doeltreffende wyse beheer kan word en wat die hyser outomaties tot stilstand bring wanneer die toestel in paragraaf (d) (ii) vermeld, in werking is;

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

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

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

(c) Geen werkgewer mag vereis of toelaat dat trokke, kruiwaens of materiaal op of in die bak vervoer word nie en niemand mag dit gebruik nie, tensy sodanige trokke, kruiwaens of materiaal so vasgemaak of so ingepak is dat dit nie kan verskuif terwyl dit vervoer word nie.

(d) Geen werkgewer mag vereis of toelaat dat enigiemand op 'n bouhyser ry nie—en niemand mag dit ook doen nie—tensy—

(i) sodanige hyser voorsien is van 'n hok wat aan alle kante wat nie ingange is nie, toegemaak en met 'n stewige dak bedek is;

(ii) dit voorsien is van geskikte outomatiese toestelle wat sal voorkom dat die hok hoër as die veiligheidsperk opgehef word en sal verseker dat die hok tot stilstand sal kom bokant die laagste punt waartoe die hok kan beweeg;

(iii) die deure of hekke wat ingevolge paragraaf (a) (iii) verskaf moet word, so aangebring is dat die hyser nie kan beweeg terwyl 'n deur of hek oop is nie;

(iv) die snelheid van die hok hoogstens 120 voet moet per minuut is;

(v) die hyser, terwyl persone daarin vervoer word, alleenlik van binne die hok af beheer word;

(vi) such person is engaged on the construction of the structure in connection with which the hoist is being used;
 (vii) permission for the use thereof has been obtained from the inspector in writing.

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

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

- (i) adequately protected by a barrier or fence at least two feet high and as close to the excavation as practicable;
- (ii) provided with red warning lights at night.

(b) No employer shall, except for the purpose of erecting, shoring or bracing, require or permit any person to, and no person shall, work in an excavation which is more than five feet deep and which has not been adequately shored and braced; provided that shoring or bracing shall not be necessary where the sides of the excavation are sloped to at least the angle of repose of the earth or where such excavation is in solid rock.

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

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

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

(f) An employer shall cause convenient and safe means of access to be provided to every excavation in which persons are required to work and which is more than five feet deep; provided that where an excavation is longer than 150 feet a safe means of access shall be provided at intervals of not more than 150 feet.

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

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

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

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

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

26. FIRST-AID EQUIPMENT

(1) Each employer shall provide on all jobs and in all workshops, 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.

(2) On all jobs and in all workshops where more than 100 persons are employed, an additional box for every additional 100 persons shall be provided. The number of first-aid boxes

(vi) die persoon wat aldus vervoer word, besig is met die oprigting van die bouwerk waarvoor die hyser gebruik word;
 (vii) toestemming vir die gebruik daarvan skriftelik van die inspekteur verkry is.

(e) 'n Werkgewer moet elke bouhyser minstens een maal per week laat inspekteer deur 'n persoon wat minstens een jaar ondervinding van die oprigting en onderhoud van bouhysers of soorgelyke werk het, en sodanige persoon moet die hele hyser, met inbegrip van die leiers, toue en die verbindings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheidsstelle, ondersoek en die uitslag van elke sodanige inspeksie inskryf en onderteken in 'n verslagboek wat vir hierdie doel gehou moet word en wat deur die werkgewer bewaar moet word vir insae, te eniger tyd, deur 'n inspekteur. Indien daar, as gevolg van 'n ondersoek, 'n swakheid of defek gevind word, moet sodanige swakheid of defek onmiddellik aan die bouer gerapporteer word en mag die hyser nie gebruik word nie totdat sodanige swakheid of defek reggestel is.

(15) *Uitgrawings.*—(a) 'n Werkgewer moet elke uitgraving wat vir die publiek toeganklik is of wat aan openbare paaie of deurgange grens of wat die veiligheid van persone in gevaar kan stel—

- (i) op 'n doeltreffende wyse laat beskut deur 'n versperring of heining wat minstens twee voet hoog en so na aan die uitgraving as doenlik is;
- (ii) snags laat voorsien van rooi waarskuwingsligte.

(b) Geen werkgewer mag behalwe vir die doel van oprigtings-, skerings- of verspanningswerk, van enigiemand vereis of hom toelaat—en niemand mag dit ook doen nie—om werk in 'n uitgraving wat dieper as vyf voet is en nie op 'n doeltreffende wyse geskoor of verspan is nie te verrig nie: Met dien verstande dat skoring en verspanning nie nodig is nie waar die kante van die uitgraving minstens so 'n skuinste het dat die grond nie inval of afskuif nie of waar sodanige uitgraving in soliede rots is.

(c) 'n Werkgewer moet sorg dat alle skerings en verspannings gestut word deur kruisverspanstukke wat sterk genoeg is en in die regte posisie vasgeklamp, gekeel of op 'n ander geskikte manier vasgesit is. Waar die uitgraving so wyd is dat kruisverspanning nie moontlik is nie, moet steunverspanstukke die voetstukke vasdruk wat so aangebring moet word dat die verspannings nie kan uitstiet nie.

(d) 'n Werkgewer moet verseker dat die skerings en verspannings sterk genoeg is om al die uitgegraafde of ander materiaal, uitrusting of ander vrage te kan stut.

(e) 'n Werkgewer moet verseker dat alle uitgegraafde of ander materiaal en uitrusting nie in die uitgraving kan afval nie.

(f) 'n Werkgewer moet sorg dat gerieflike en veilige ingange tot elke uitgraving verskaf word waarin mense moet werk en wat dieper as vyf voet is: Met dien verstande dat waar 'n uitgraving langer as 150 voet is, veilige ingange wat nie meer as 150 voet van mekaar af is nie, verskaf moet word.

(g) 'n Werkgewer moet sover doenlik die ligging en aard bepaal van ondergrondse dienste wat waarskynlik deur die uitgraving geraak sal word en moet die nodige stappe doen wat nodig is om te voorkom dat mense aan gevaar blootgestel word.

(h) Waar die stabiliteit van 'n bouwerk waarskynlik deur 'n uitgraving geraak sal word moet daar doeltreffende stappe gedoen word om die stabiliteit van die bouwerk te verseker en moet elke werkgewer die nodige stappe doen om die veiligheid van persone te verseker.

(i) 'n Werkgewer moet elke uitgraving wat dieper as vyf voet is, met inbegrip van alle verspannings en skerings, minstens een maal gedurende elke skof en elke maal voordat daar met die werk begin word nadat dit gereën het, laat inspekteer deur 'n bevoegde persoon ten einde die veiligheid van persone te verseker.

(16) *Beskermende klere en toestelle.*—'n Werkgewer moet toereikende beskermende klere, toestelle en materiaal, met inbegrip (waar nodig) van veiligheids gordels, veiligheidshelms, stofbrille, handskoene of skoelsel aan enigiemand wat blootgestel word aan die gevaar dat hy kan val of aan die gevaar van vallende en vlieënde voorwerpe of wat blootgestel word aan nat of stowwerige werk wat nadelig vir sy gesondheid kan wees of aan enigiemand waar 'n inspekteur dit vereis gratis verskaf en dit in 'n goeie toestand hou.

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

26. EERSTEHULPUITRUSTING

(1) Elke werkgewer moet by alle werke en in alle werkwinkels 'n eerstepulpkis wat vau hout, metaal, plastiek of 'n komposisie daarvan gemaak en van 'n behoorlike deur of deksel voorsien is ten einde sindelikhed te verseker en wat op 'n bevredigende wyse uitgerus is verskaf en in 'n goeie toestand hou.

(2) By alle werkplekke en in alle werkwinkels waar meer as 100 persone werksaam is, moet 'n addisionele kis vir elke addisionele 100 persone verskaf word. Die getal eerstepulpkiste

shall be calculated on the largest number of persons employed at any one time and any fraction of 100 shall be reckoned as 100.

(3) Each first-aid box shall contain suitable appliances, and requisites in accordance with the nature of activities carried on, and such minimum items of equipment as may from time to time be prescribed by the Council.

(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.

27. WET WEATHER SHELTER

At any site where building operations are being conducted, an employer shall provide suitable accommodation, other than a cement shed, in which employees may take shelter during wet weather.

28. LATRINES

Proper suitable sanitary accommodation which shall conform to the requirements of the local authority in whose area the job is situated, shall be provided on all jobs for Whites, Coloureds, and Asiatics, and Bantu separately. Proper and daily supervision shall be carried out to ensure cleanliness of such sanitary accommodation.

29. REFRESHMENTS

Every employer shall provide a person for the preparation of tea for his employees in the morning, at noon and in the afternoon. A break of 10 minutes morning and afternoon shall be given by the employer to each employee for tea; provided that no employee shall leave the immediate vicinity where he is working.

30. ADMINISTRATION AND CONTROL OF FUNDS

The provisions of clause 30 of the Agreement published under Government Notice R. 1514 of 3 September 1971, shall apply in respect of the financial control and/or winding up or dissolution of the funds referred to in clause 32, 33 and 34.

31. EXPENSES OF THE COUNCIL

(1) The amounts paid by employers in terms of clause 19 (1) (f) shall accrue to the general funds of the Council.

(2) On or before the seventh day of each month an employer shall forward to the Secretary of the Council a statement reflecting, in such manner as the Council may prescribe, the number, trades and categories of employees employed by him during the month immediately preceding, and shall simultaneously pay to the Secretary of the Council such amount as may be due to the Council in terms of this clause.

(3) If, during any month—

(a) an employer has not had in his employ any employees for whom wages are prescribed in clause 17 (1) (h) but has had in his employ, for not less than 17½ hours, one or more employees other than those for whom wages are prescribed in clause 17 (1) (h); or

(b) the total amount payable by an employer to the Council in terms of clause 19 (1) (f) is less than R1;

such employer shall nevertheless pay to the Council in the manner prescribed in subclause (2) either—

(i) an amount of R1; or

(ii) the difference between the amounts payable in terms of clause 19 (1) (f) and R1.

(4) An employer registered in terms of clause 9 who has no employees in his employ shall notify the Council, in writing, on or before the seventh day of the following month.

32. BUILDING INDUSTRY HOLIDAY FUND

(1) *Continuation.*—The operation of the Fund established under Government Notice 1077 of 21 July 1939, and known as "The Building Industry Holiday Fund" (hereinafter referred to as the "Holiday Fund" or the "Fund") is hereby continued.

(2) *Contributions.*—Subject to the provisions of clause 30, the amounts paid by employers in terms of clause 19 (1) (a) and (b) and by the Benefit Fund in terms of clause 4 (2) (a) (ii) of the Schedule to clause 33 (6) shall be paid by the Council into the Building Industry Holiday Fund, and shall be applied for the purpose and in the manner hereinafter set out.

(3) *Administration of the Holiday Fund.*—(a) The Holiday Fund shall be administered by the Council.

(b) Any interest accruing from the investments of the Fund shall be paid to the Council as recompense for the administration of the Fund.

moet bereken word volgens die grootste getal persone wat op enige tyd in diens is, en 'n breuk van 100 moet as 100 bereken word.

(3) Elke eerste hulpkis moet toestelle en benodigdhede bevat wat volgens die aard van die werksaamhede wat verrig word geskik is en ook die minimum uitrusting wat van tyd tot tyd deur die Raad voorgeskryf word.

(4) Niks anders as toestelle en benodigdhede vir eerste hulp mag in die eerste hulpkis gehou word nie.

(5) Elke eerste hulpkis moet gehou word op 'n plek wat, in geval van 'n ongeluk, geredelik toeganklik is, en daar moet minstens een sodanige kis op elke verdieping van 'n gebou wees indien die Raad dit vereis.

(6) Daar moet op 'n opvallende en toeganklik plek 'n kennisgewing aangebring word wat meld waar 'n eerste hulpkis geplaas is en wat die naam is van die persoon wat vir sodanige kis verantwoordelik is.

27. NATWEERSKUILING

'n Werkgewer moet op alle terreine waar bouwerk aan die gang is, 'n geskikte onderdak verskaf waar werknemers skuiling kan vind wanneer dit reën.

28. LATRINES

Behoorlike en geskikte sanitêre geriewe, wat voldoen aan die vereistes van die plaaslike owerheid in wie se gebied die werkplek geleë is, moet by alle werkplekke afsonderlik aan Blankes, Kleurlinge en Asië, en Bantoes voorsien word. Daar moet daaglik behoorlik toegesig gehou word om die sielikhed van sodanige sanitêre geriewe te verseker.

29. VERVERSINGS

Elke werkgewer moet iemand beskikbaar stel om tee vir sy werknemers in die oggend, middag en in die namiddag te maak. Die werkgewer moet 'n pouse van 10 minute in die oggend en in die namiddag aan elke werknemer toestaan om tee te drink. Met dien verstande dat geen werknemer die onmiddellike omgewing waar hy werk mag verlaat nie.

30. ADMINISTRASIE VAN EN BEHEER OOR FONDSE

Klousule 30 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1514 van 3 September 1971 is van toepassing ten opsigte van die finansiële beheer oor en/of ontbinding of likwidasië van die fondse waarvan in klousules 32, 33 en 34 melding gemaak word.

31. UITGAWES VAN DIE RAAD

(1) Die bydrae wat die werkgewers ingevolge klousule 19 (1) (f) betaal, val die algemene fondse van die Raad toe.

(2) 'n Werkgewer moet voor of op die sewende dag van elke maand aan die Sekretaris van die Raad 'n staatstuur wat, op 'n wyse wat die Raad voorskryf, die getal, ambagte en klasse werknemers toon wat gedurende die onmiddellike voorafgaande maand by hom in diens was, en hy moet tegelykertyd aan die Sekretaris van die Raad die bedrag betaal wat ingevolge hierdie klousule aan die Raad verskuldig is.

(3) Indien, gedurende enige maand—

(a) 'n werkgewer geen werknemers vir wie lone in klousule 17 (1) (h) voorgeskryf word, in sy diens gehad het nie, maar wel een of meer ander werknemers as dié vir wie lone in klousule 17 (1) (h) voorgeskryf word, vir minstens 17½ uur in sy diens gehad het; of

(b) die totale bedrag wat ingevolge klousule 19 (1) (f) deur 'n werkgewer aan die Raad betaalbaar is, minder as R1 is;

moet sodanige werkgewer nogtans—

(i) een rand; of

(ii) die verskil tussen die bydrae wat ingevolge klousule 19 (1) (f) betaalbaar is en R1;

aan die Raad betaal op die wyse in subklousule (2) voorgeskryf.

(4) 'n Werkgewer wat ingevolge klousule 9 geregistreer is maar wat geen werknemers in sy diens het nie, moet die Raad voor of op die sewende dag van die daaropvolgende maand skriftelik daarvan in kennis stel.

32. VAKANSIEFONDSE VAN DIE BOUNYWERHEID

(1) *Voortsettings.*—Die Fonds wat by Goewermentskennisgewing 1077 van 21 Julie 1939, gestig is en as die Vakansiefonds vir die Bounywerheid (hierna die "Vakansiefonds" of "Fonds" genoem) bekend staan, word hierby voortgesit.

(2) *Bydraes.*—Die bedrae wat die werkgewers ingevolge klousule 19 (1) (a) en (b) en wat die Bystandfonds ingevolge klousule 4 (2) (a) (ii) van die Bylae van klousule 33 (6) betaal, moet, behoudens klousule 30, deur die Raad in die Vakansiefonds van die Bounywerheid gestort word en moet aangewend word vir die doel en op die wyse hieronder bepaal.

(3) *Administrasie van die Vakansiefonds.*—(a) Die Vakansiefonds moet deur die Raad geadministreer word.

(b) Rente op beleggings van die Fonds moet as vergoeding vir die administrasie van die Fonds aan die Raad betaal word.

(4) *Assessment and payment of holiday pay.*—As early as possible after the third pay day in November of each year, and not later than one week thereafter, each employee shall deposit with the Secretary of the Council the contribution book obtained by him in terms of clause 19 (8). The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed to his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of subclause (9). Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(5) Payment for the Day of the Covenant, Christmas Day and New Year's Day is included in the payment referred to in subclause (4).

(6) *Unclaimed holiday pay.*—Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall at the discretion of the Council accrue to the Building Industry Benefit Fund and/or Building Industry Medical Aid Fund provided for in clauses 33 and 34, respectively. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(7) The Council shall not be liable to make payments in terms of subclause (4) of this clause in respect of any vouchers issued to employees in terms of clause 19 (7) (a) or clause 4 (2) (a) (ii) of the Schedule to clause 33 (6) unless—

(a) such vouchers are affixed in a contribution book obtained from the Council; and

(b) such contribution book is deposited with the Secretary of the Council before the commencement of the holiday period prescribed in subclause (1) of clause 16; provided that the Council may authorise the payment to any employee who has not lodged his contribution book by such date.

(8) Subject to the provisions of subclause (9), an employee shall not be entitled to claim payment for any vouchers issued to him until the day prescribed by the Council in terms of subclause (4). The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Fund shall be paid to his Estate by cheque drawn in favour of such Estate, upon his contribution book being lodged with the Secretary of the Council.

(9) *Payment for public holidays (Good Friday, Easter Monday, Ascension Day and Republic Day).*—(a) Each contribution book issued by the Council to employees for whom wages are prescribed in clause 17 (1) (h) shall contain detachable coupons for payments in respect of Good Friday, Easter Monday, Ascension Day and Republic Day.

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

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

(ii) Provided that an employer lodges the relevant coupon, fully completed, with the secretary of the Council within 30 days of the relevant public holiday, he shall be entitled to recover from the Council any payment made by him in terms of subparagraph (i).

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

33. BUILDING INDUSTRY BENEFIT FUND

(1) *Continuation.*—The operation of the Benefit Fund, established under Government Notice 1467 of 20 September 1957, provided for in the Agreement, published under Government Notice R. 1514 of 3 September 1971, and known as the Pietermaritzburg Industrial Council for the Building Industry Benefit Fund (hereinafter referred to as the "Benefit Fund" or the "Fund") is hereby continued.

(4) *Bepaling en betaling van vakansiebesoldiging.*—Elke werknemer moet so gou moontlik na die derde betaaldag in November elke jaar, en nie later nie as een week daarna, die bydraeboek wat hy ooreenkomstig klousule 19 (8) verkry het, by die Sekretaris van die Raad indien. Die Raad moet die bedrag wat aan die werknemer verskuldig is en wat weerspieël word deur die waarde van die bewyse wat in sy bydraeboek geplak is, bepaal en sodanige bedrag aan die werknemer betaal op 'n datum waarvoor die Raad moet besluit maar wat nie later mag wees nie as die dag voor die begin van die vakansietydperk, en bedrae (as daar is) wat die Raad ingevolge subklousule (9) betaal het, moet van sodanige bedrag afgetrek word. Tensy die Raad magtiging vir 'n ander wyse van betaling verleen het, moet betaling geskied deur middel van 'n tjek ten gunste van die werknemer, en geen opdrag of magtiging om dit aan 'n ander persoon te betaal, word erken nie.

(5) Besoldiging vir Geloftedag, Kersdag en Nuwejaarsdag is ingesluit in die betaling in subklousule (4) vermeld.

(6) *Onopgeëiste vakansiebesoldiging.*—As 'n werknemer versuim om sy vakansiebesoldiging te eis binne ses maande vanaf die datum waarop die vakansietydperk begin, verbeur hy dit en val dit na goedgekenke van die Raad die Bystandsfonds vir die Bounwywerheid en/of die Mediese Hulpfonds vir die Bounwywerheid toe wat kragtens klousules 33 en 34 onderskeidelik ingestel word. Die Raad moet egter alle eise om betaling oorweeg wat ná genoemde tydperk ingedien word en kan na goedvinde magtiging verleen vir betaling daarvan.

(7) Die Raad is nie aanspreeklik nie vir betalings ingevolge subklousule (4) van hierdie klousule ten opsigte van bewyse wat ingevolge klousule 19 (7) (a) of klousule 4 (2) (a) (ii) van die Bylae van klousule 33 (6) aan werknemers uitgereik is tensy—

(a) sodanige bewyse ingeplak is in 'n bydraeboek wat van die Raad verkry is; en

(b) sodanige bydraeboek by die Sekretaris van die Raad ingedien is voor die begin van die vakansietydperk voorgeskryf in klousule 16 (1): Met dien verstande dat die Raad magtiging kan verleen vir betaling aan enige werknemer wat nie sy bydraeboek teen sodanige datum ingedien het nie.

(8) Behoudens subklousule (9) is 'n werknemer nie voor die dag wat die Raad ooreenkomstig subklousule (4) voorgeskryf het, daartoe geregtig om die betaling vir enige bewyse wat aan hom uitgereik is, te eis nie. Die Raad het egter die reg om magtiging vir sodanige betaling te verleen as hy dit raadsaam ag om dit te doen. Ingeval 'n werknemer te sterwe kom, moet die bedrag wat die Fonds aan hom verskuldig is, per tjek wat ten gunste van sy boedel uitgemaak is, aan sodanige boedel betaal word wanneer sy bydraeboek by die Sekretaris van die Raad ingedien word.

(9) *Betaling vir openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartsdag en Republiekdag).*—(a) Elke bydraeboek wat deur die Raad uitgereik word aan werknemers vir wie lone voorgeskryf word in klousule 17 (1) (h), moet verwyderbare koepone bevat vir betaling vir Goeie Vrydag, Paasmaandag, Hemelvaartsdag en Republiekdag.

(b) Die koepon moet in die vorm wees waarvoor die Raad besluit en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se bydraeboek, moet die bedrag meld wat aan die werknemer betaal moet word ten opsigte van een dag se besoldiging en moet die minimum getal bewyse meld wat aan 'n koepon vasgeheg moet word voordat 'n werknemer op betaling vir sodanige koepon geregtig is.

(c) (i) Op die betaaldag vir die week waarin die openbare vakansiedag val, moet 'n werkgewer die bedrag gemeld in die koepon in paragraaf (a) vermeld, aan die werknemer betaal mits die werknemer minstens twee werkdade voor die betrokke betaaldag van toepaslike koepone, behoorlik deur hom onderteken, aan die werkgewer oorhandig.

(ii) As 'n werkgewer die toepaslike koepone, volledig ingevul, binne 30 dae vanaf die betrokke openbare vakansiedag by die Sekretaris van die Raad inlewer, is hy daartoe geregtig om enige bedrag wat hy ingevolge subparagraaf (i) betaal het, op die Raad te verhaal.

(iii) 'n Werkgewer is nie op terugbetaling van die bedrag wat ingevolge subparagraaf (i) betaal is, geregtig nie indien 'n werknemer geen bewyse in sy bydraeboek het nie, en ingeval die bedrag wat die werkgewer aan die werknemer betaal het, meer is as die waarde van die bewyse in sy bydraeboek, moet slegs die werklike waarde van sodanige bewyse aan die werkgewer terugbetaal word.

33. BYSTANDSFONDS VIR DIE BOUNWYWERHEID

(1) *Voortsetting.*—Die Bystandsfonds wat gestig is by Goewermentekennissgewing 1467 van 20 September 1957 en waarvoor voorsiening gemaak is in die Ooreenkomste gepubliseer by Goewermentekennissgewing R. 1514 van 3 September 1971 en wat as die Bystandsfonds van die Pietermaritzburgse Nywerheidsraad vir die Bounwywerheid (hierna die "Bystandsfonds" of "Fonds" genoem), bekend staan, word hierby voortgesit.

(2) *Contributions*.—Subject to the provisions of clause 30, the amounts paid by employers in terms of clause 19 (1) (d) shall be paid by the Council into the Benefit Fund, for application to the objects of the Fund.

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

(a) to recompense members for loss of earnings arising out of—

- (i) sickness or accident;
- (ii) inclement weather;

(b) to provide gratuities and/or annuities for members in the case of permanent disability;

(c) to compensate members for the loss of their tools by theft from lock-ups and workshops; provided that if an employee loses his tools due to the acts or omissions of an employer described in clause 23 (2) the employer of such employee shall be responsible for the total value of such lost tools.

(4) *Membership*.—Membership of the Benefit Fund shall be compulsory for employees for whom wages are prescribed in clause 17 (1) (h).

(5) *Administration of the Fund*.—(a) The Benefit Fund shall be administered by a management committee appointed by the Council and consisting of one representative from each of the trade unions represented on the Council, together with an equal number of representatives of the employer's organisations.

(b) (i) The Benefit Fund shall be administered in accordance with the rules as prescribed for the purpose by the Council.

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

(c) The Committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who in its opinion has acted in a manner calculated or reasonable likely to injure the interests of the Fund or its members; provided that such member shall be given the opportunity of submitting an appeal against the decision of the Committee to the Council, whose decision shall be final.

(d) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Benefit Fund, which the Management Committee is unable to settle, shall be referred to the Council for its decision.

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

(6) *Payment of benefits*.—Benefits accruing to members shall be of the nature, and to the extent prescribed in the following Schedule:

SCHEDULE

1. Qualification for Benefits

(1) Subject to the provisions of subclause (2), a member shall not be entitled to any benefits in terms of clauses 4 and 5 of this Schedule unless—

(a) he has, subject to the provisions of paragraph (b), made contributions to the Fund in respect of at least 16 weeks during the 32 weeks immediately preceeding the date on which—

- (i) he was unable to work due to sickness or accident; or
- (ii) his tools were stolen; and

(b) at least one of the 16 contributions were made during the last eight weeks of the 32 week period referred to in paragraph (a).

(2) For the purpose of subclause (1), any period during which a member is in receipt of any benefit in terms of clause 4 (2) (a) (ii) and (b) (ii) of this Schedule, shall be deemed to be a period during which such member has made contributions to the Fund.

(3) Members called up for active service or for military duty shall be exempt from paying contributions to the Fund whilst carrying out such duties.

2. Payment of Benefits—General Provisions

(1) Benefits shall, subject to the provisions of this Schedule, be paid by the Fund in respect of members in accordance with the provisions of clauses 3 to 6 inclusive of this Schedule.

(2) Claims submitted by a member or an employer shall be accepted and paid by the Fund in the order in which they are received by the Fund.

(2) *Bydraes*.—Behoudens klousule 30 moet die bedrae wat deur werkgewers ingevolge klousule 19 (1) (d) betaal word, deur die Raad in die Bystandsfonds gestort word vir aanwending ter verwesenliking van die doelstellings van die Fonds.

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

- (a) om lede te vergoed vir verlies aan verdienste weens—
 - (i) siekte of 'n ongeluk;
 - (ii) ongunstige weer;

(b) om gratifikasies en/of jaargelde vir lede te verskaf in geval van permanente ongeskiktheid;

(c) om lede te vergoed vir die verlies van hulle gereedskap as gevolg van diefstal uit toesluitplekke en werkwinkels: Met dien verstande dat indien 'n werknemer sy gereedskap verloor as gevolg van die optrede of versuim van 'n werkgewer soos in klousule 23 (2) beskryf, die werkgewer van sodanige werknemer vir die totale waarde van sodanige verlore gereedskap aanspreeklik is.

(4) *Lidmaatskap*.—Lidmaatskap van die Bystandsfonds is verpligtend vir werknemers vir wie in klousule 17 (1) (h) lone voorgeskryf word.

(5) *Administrasie van die Bystandsfonds*.—(a) Die Bystandsfonds moet geadminestreer word deur 'n bestuurskomitee wat deur die Raad aangestel is en wat bestaan uit een verteenwoordiger van elkeen van die vakverenigings wat in die Raad verteenwoordig word en 'n ooreenstemmende getal verteenwoordigers van die werkgewersorganisasie.

(b) (i) Die Bystandsfonds moet geadminestreer word volgens die reëls wat die Raad vir daardie doel voorgeskryf het.

(ii) Die Raad kan te eniger tyd nuwe reëls opstel of 'n bestaande reël wysig of herroep. Kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(c) Die Komitee kan enige of alle bystand weier en/of weerhou van 'n lid en/of sy afhanklike wat na die mening van die Komitee opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds of die lede daarvan te benadeel of wat dit na alle redelike waarskynlikheid sal benadeel: Met dien verstande dat sodanige lid die geleentheid gebied moet word om teen die beslissing van die Komitee appèl aan te teken by die Raad, wie se beslissing deurslaggewend is.

(d) Geskille oor die uitleg, betekenis of bedoeling van enigeen van die bepalinge van hierdie klousule of oor die administrasie van die Bystandsfonds, wat die Bestuurskomitee nie kan besleg nie, moet na die Raad verwys word vir sy beslissing.

(e) Die lede van die Bestuurskomitee, die Sekretaris, ampdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hul pligte gely of aangegaan het.

(6) *Betaling van bystand*.—Die bystand wat die lede toekom, moet van die aard en omvang wees wat in die volgende Bylae voorgeskryf word:

BYLAE

1. Kwalifikasie vir Bystand

(1) Behoudens subklousule (2) is 'n lid nie op bystand ingevolge klousules 4 en 5 van hierdie Bylae geregtig nie, tensy—

(a) hy, behoudens paragraaf (b), tot die Fonds bygedra het vir minstens 16 weke gedurende die 32 weke wat die datum onmiddellik voorafgegaan waarop—

- (i) hy weens siekte of 'n ongeluk nie in staat was om te werk nie; of
- (ii) sy gereedskap gesteel is; en

(b) minstens een van die 16 bydraes betaal is gedurende die laaste agt weke van die 32-weektydperk in paragraaf (a) vermeld.

(2) Vir die toepassing van subklousule (1), word 'n tydperk waartydens 'n lid bystand ingevolge klousule 4 (2) (a) (ii) en (b) (ii) van hierdie Bylae ontvang, geag 'n tydperk te wees waarin sodanige lid tot die Fonds bygedra het.

(3) Lede wat vir aktiewe diens of militêre diens opgeroep word, is vrygestel van die betaling van bydraes tot die Fonds terwyl hulle sodanige diens verrig.

2. Betaling van Bystand—Algemene Bepalinge

(1) Behoudens hierdie Bylae, moet die Fonds bystand betaal aan lede ooreenkomstig klousules 3 tot en met 6 van hierdie Bylae.

(2) Die Fonds moet eise wat deur lede of werkgewers ingestel word, aanvaar en betaal in die volgorde waarin hulle deur die Fonds ontvang word.

(3) No payment shall be made to an employer under clause 3 of this Schedule, or to a member under clauses 4 to 6 inclusive of this Schedule if the applicant fails to supply any relevant information which the Management Committee may require.

(4) Members who have been exempted from paying contributions to the Fund in terms of clause 1 (3) of this Schedule shall not be entitled to any benefits under clauses 3 to 5 inclusive of this Schedule during the period whilst they are called up for active service or for military training.

(5) In the case of sickness or accident of a protracted nature, the Committee shall have the right to insist that a member shall consult a medical practitioner nominated by the Committee with the permission of the attending practitioner. If the Committee directs that the member shall act upon the advice of such medical practitioner and if the member fails to do so, no further benefits shall be granted in respect of such illness or accident.

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

(7) No person shall be entitled to any benefit which, together with any compensation payable under the Workmen's Compensation Act, or from any other source, will exceed in the aggregate the amount payable in terms of these rules, and any amount recovered by a member under the Workmen's Compensation Act, or from any other source in respect of any sickness or accident must be disclosed by the member to the Committee.

(8) A claim for sickness or accident benefits, or for inclement weather benefits will only be admitted if made within six months, or within such period as the Committee may allow, from the date on which the member was unable to work due to sickness or accident, or to inclement weather.

(9) The Committee may at its discretion, make an ex gratia payment to a member on such terms and conditions as the Committee may from time to time determine.

(10) Claims shall be forwarded to the Secretary for payment in such manner and in such form as the Committee may from time to time determine.

3. Inclement Weather Benefits

Subject to the provisions of clause 2 of this Schedule—

(1) a member shall, subject to the provisions of subclauses (2) and (3), be entitled to inclement weather benefits in terms of this clause if, in any pay-week—

(a) such member presented himself for work at the normal starting time; and

(b) such member remained on the job and kept himself available for work; and

(c) an employer temporarily suspended the employment of such member, because of inclement weather, during the ordinary hours of work prescribed in clause 14 (1) (c) (i); and

(d) subject to the provisions of subclause (5) and clause 19 (5), such member received a holiday fund stamp, in the manner prescribed in clause 19 (7), in respect of the pay-week during which the employment of such member was temporarily suspended;

(2) a member shall not be entitled to inclement weather benefits in terms of this clause—

(a) in respect of the first four hours in any pay-week during which the employment of such member was temporarily suspended because of inclement weather;

(b) in respect of any period during which such member did not remain on the job, or did not keep himself available for work, after his employment was temporarily suspended because of inclement weather;

(c) in respect of any hours lost due to inclement weather outside the ordinary hours of work prescribed in clause 14 (1) (c) (i);

(d) in respect of any period during which such member was in receipt of sickness or accident benefits or permanent disability benefits in terms of clause 4 or 6 of this Schedule, or in respect of any period during which such member was unable to work through sickness or accident and did not claim, or was not entitled to claim, sickness or accident benefits in terms of clause 4 of this Schedule;

(e) in respect of any period during which such member was unemployed;

(f) if such member has not advised his employer of the number of the current contribution book issued to him in terms of clause 19 (8);

(3) subject to the provisions of subclauses (1), (2) and (4)—

(a) the benefits payable in terms of this clause shall, subject to the provisions of paragraph (c), be an amount of R1 per hour, commencing from the fifth hour in each pay-week, in respect of which time is lost due to inclement weather;

(3) Geen bystand word ingevolge klousule 3 van hierdie Bylae aan 'n werkgewer of ingevolge klousules 4 tot en met 6 van hierdie Bylae aan 'n lid betaal nie, as die aansoeker versuim om enige toepaslike inligting te verskaf wat die Bestuurskomitee vereis.

(4) Lede wat vrygestel is van die betaling van bydraes tot die Fonds ingevolge klousule 1 (3) van hierdie Bylae, is nie op bystand ingevolge klousules 3 tot en met 5 van hierdie Bylae geregtig gedurende die tydperk wat hulle vir aktiewe diens of militêre opleiding opgeroep is nie.

(5) In geval van langdurige afwesigheid weens siekte of 'n ongeluk, het die Komitee die reg om daarop aan te dring dat 'n lid, met die toestemming van die praktisyn wat hom behandel, 'n mediese praktisyn raakpleeg wat deur die Komitee benoem is. Indien die Komitee gelas dat die lid die advies van sodanige mediese praktisyn moet volg en die lid versuim om dit te doen, word geen verdere bystand ten opsigte van sodanige siekte of ongeluk verleen nie.

(6) Bystand wat deur die Fonds verskaf word, mag nie oorgedra word nie, en 'n lid wat poog om sy regte oor te maak, oor te dra, te seeder, te verpand of te verhipotekeer, is onmiddellik op geen bystand hoegenaamd geregtig nie, en sy lidmaatskap van die Fonds word beëindig.

(7) Niemand is geregtig op bystand wat, tesame met skadeloosstelling wat ingevolge die Ongevallewet of uit enige ander bron betaalbaar is, die bedrag betaalbaar ingevolge hierdie reëls te bowe gaan nie, en 'n lid moet die Komitee in kennis stel van alle bedrae wat hy kragtens die Ongevallewet of uit enige ander bron vir siekte of 'n ongeluk ontvang.

(8) 'n Eis om siekte- of ongeluksbystand of om bystand vir gure weer word slegs erken indien dit ingestel word binne ses maande vanaf die datum waarop die lid nie in staat was om te werk nie vanweë siekte of 'n ongeluk of gure weer, of binne 'n verdere tydperk wat die Komitee kan toelaat.

(9) Die Komitee kan na goedvinde 'n ex gratia-betaling op voorwaardes wat die Komitee van tyd tot tyd kan stel, aan 'n lid toestaan.

(10) Eise moet aan die Sekretaris vir betaling gestuur word op die wyse en in die vorm wat die Komitee van tyd tot tyd bepaal.

3. Bystand vir Gure Weer

Behoudens klousule 2 van hierdie Bylae—

(1) is 'n lid, behoudens subklousules (2) en (3), gedurende enige betaalweek geregtig op bystand vir gure weer ingevolge hierdie klousule, indien—

(a) so 'n lid by die gewone begintyd hom vir werk aanmeld; en

(b) so 'n lid by die werk gebly het en hom vir werk beskikbaar gehou het; en

(c) 'n werkgewer die diens van so 'n lid tydelik opskort vanweë gure weer, gedurende die gewone werkure voorgeskryf in klousule 14 (1) (c) (i); en

(d) behoudens subklousule (5) en klousule 19 (5), so 'n lid 'n vakansiefondsseël, op die wyse voorgeskryf in klousule 19 (7), ontvang het ten opsigte van die betaalweek waarin die diens van so 'n lid tydelik opgeskort is;

(2) is 'n lid nie geregtig op bystand vir gure weer ingevolge hierdie klousule nie—

(a) vir die eerste vier uur in 'n betaalweek waarin die diens van so 'n lid tydelik opgeskort is weens gure weer;

(b) vir 'n tydperk waarin so 'n lid nie by die werk gebly het nie of hom nie vir werk beskikbaar gehou het nie, na sy diens tydelik opgeskort is weens gure weer;

(c) vir ure verloor weens gure weer buite die gewone werkure voorgeskryf in klousule 14 (1) (c) (i);

(d) vir 'n tydperk waarin so 'n lid siekte- of ongeluksbystand of permanente ongeskiktheidsbystand ingevolge klousule 4 of 6 van hierdie Bylae ontvang het, of vir enige tydperk waarin so 'n lid weens siekte of 'n ongeluk nie in staat was om te werk nie en nie siekte- of ongeluksbystand ingevolge klousule 4 van hierdie Bylae geëis het nie, of nie daarop geregtig was om dit te eis nie;

(e) vir enige tydperk waarin so 'n lid werkloos was;

(f) indien so 'n lid nie sy werkgewer in kennis gestel het nie van die nommer van die geldige bydraeboek wat ingevolge klousule 19 (8) aan hom uitgereik is;

(3) behoudens subklousules (1), (2) en (4)—

(a) is bystand, betaalbaar ingevolge hierdie klousule, behoudens paragraaf (c), R1 per uur, wat begin van die vyfde uur in elke betaalweek ten opsigte waarvan tyd weens gure weer verloor is;

(b) the benefits payable in terms of paragraph (a) shall, subject to the provisions of paragraph (c), be paid by the employer on the pay-day for the pay-week during which such employer temporarily suspended the employment of such member because of inclement weather;

(c) the benefits payable in terms of this clause may be stopped at any time by the Council; provided that notice of such stoppage shall be given by the Council to employers, in writing, at least two days before the date from which the benefits are to be stopped;

(4) (a) an employer shall, subject to the provisions of paragraphs (b) and (c), be entitled to recover from the Fund any payment made by him in terms of subclause (3) (b); provided that the application for re-imbursment shall be forwarded to the Secretary—

(i) in such manner and in such form as the Committee may from time to time determine;

(ii) within 30 days after the relevant pay-day;

(b) in the event of the benefit paid by the employer to the member in terms of subclause (3) (b) being in excess of the benefit prescribed in subclause (3) (a), the employer shall be refunded only the benefit prescribed in subclause (3) (a);

(c) if, in the opinion of the Management Committee, an employer has, in terms of subclause (3) (b), paid a benefit to a person who was not entitled to such benefit in terms of this clause—

(i) such employer shall not be entitled to a refund in terms of paragraph (a) in respect of such payment; and

(ii) the Fund shall be entitled to recover from such employer any amount which has been refunded to such employer by the Fund in terms of paragraph (a) in respect of such payment;

(5) the number of hours in respect of which a member's employment has been temporarily suspended in any pay-week because of inclement weather, shall be deemed to be hours worked for the purpose of determining whether a holiday fund stamp should be issued to the member, in the manner prescribed in clause 19, for that pay-week; provided that contributions in terms of clause 19 (3) shall not be payable by the employer in respect of such hours;

(6) for the purpose of this clause "pay-week" means the period of five consecutive working days in respect of which the remuneration to be paid to a member in the manner prescribed in clause 21, is calculated.

4. Sickness or Accident Benefits

Subject to the provisions of clauses 1 and 2 of this Schedule—

(1) a member shall not be entitled to any benefit in terms of this clause—

(a) if the period of his absence from work due to sickness or accident does not exceed three consecutive working days; provided that should the period of absence due to sickness or accident exceed three consecutive working days, sick benefits will commence from the first day from which he is unable to follow his employment;

(b) if he is suffering from alcoholism, drug addiction or their sequelae or is incapacitated through sickness due to his own wilful negligence or misconduct;

(c) if he fails or declines to observe the instructions of a medical practitioner or if, in the opinion of a medical practitioner, he has by his own wilful actions aggravated his condition or retarded his recovery;

(d) during any period in which he is in receipt of benefits in terms of clause 3 of this Schedule;

(2) a member who is unable to follow his employment by reason of sickness or accident on or after the date of coming into operation of this Agreement, shall be entitled to sick benefits in accordance with the following provisions:

(a) Subject to the provisions of paragraph (b), a member shall be entitled to the following benefits in a cycle of one year commencing from the third pay-day in November of each year:

(i) (aa) R7 per working day for a period not exceeding 15 working days; and

(bb) where a member has received the benefits prescribed in item (aa), R2 per working day for a further period not exceeding five working days; and

(cc) where a member has received the benefits prescribed in items (aa) and (bb), and subject to the approval of the Management Committee, R2 per working day for a further period not exceeding 45 working days; and

(ii) an amount equal to the combined total of a member's weekly holiday pay and pension scheme contributions, as prescribed in clause 19 (1) (a) and (c), in respect of each completed

(b) moet bystand betaalbaar ingevolge paragraaf (a), behoudens paragraaf (c), op die betaaldag vir die betaalweek waarin so 'n werkgewer die diens van so 'n lid tydelik opgeskort het weens gure weer, deur die werkgewer aan die lid betaal word;

(c) kan die bystand wat ingevolge hierdie klousule betaalbaar is, te eniger tyd deur die Raad teruggetrek word: Met dien verstande dat die Raad minstens twee dae voor die datum met ingang waarvan die bystand teruggetrek gaan word, werknemers skriftelik van sodanige terugtrekking moet kennis gee;

(4) (a) behoudens paragrawe (b) en (c), is 'n werkgewer geregtig om enige betaling wat deur hom ingevolge subklousule (3) (b) gedoen is, van die Fonds te verhaal: Met dien verstande dat die aansoek om terugbetaling na die Sekretaris gestuur moet word—

(i) op die wyse en die vorm wat die Komitee van tyd tot tyd op besluit;

(ii) binne 30 dae na die betrokke betaaldag;

(b) waar die bystand wat die werkgewer ingevolge subklousule (3) (b) aan die lid betaal het, meer is as die bystand in subklousule (3) (a) voorgeskryf, word slegs die bystand in subklousule (3) (a) voorgeskryf aan die werkgewer terugbetaal;

(c) indien 'n werkgewer na die mening van die Bestuurskomitee bystand ingevolge subklousule (3) (b) aan iemand betaal het wat nie op sodanige bystand ingevolge hierdie klousule geregtig is nie—

(i) is so 'n werkgewer nie geregtig op 'n terugbetaling ingevolge paragraaf (a) vir sodanige betaling nie; en

(ii) is die Fonds geregtig om enige bedrag wat deur die Fonds aan so 'n werkgewer ingevolge paragraaf (a) terugbetaal is ten opsigte van sodanige betaling, van sodanige werkgewer te verhaal;

(5) moet die getal ure wat 'n lid se diens weens gure weer in enige betaalweek tydelik opgeskort is, geag word ure gewerk te wees wanneer bepaal word of 'n vakansiefondseël vir daardie betaalweek op die wyse in klousule 19 voorgeskryf, aan die lid uitgereik moet word: Met dien verstande dat bydraes ingevolge klousule 19 (3) ten opsigte van sodanige ure nie deur die werkgewer betaal moet word nie;

(6) beteken "betaalweek" vir die toepassing van hierdie klousule die tydperk van vyf agtereenvolgende werkdae ten opsigte waarvan die besoldiging wat aan 'n lid betaal moet word op die wyse in klousule 21 voorgeskryf, bereken word.

4. Siekte- of Ongeluksbystand

Behoudens klousules 1 en 2 van hierdie Bylae—

(1) is 'n lid nie geregtig op bystand ingevolge hierdie klousule nie—

(a) as die tydperk wat hy vanweë siekte of ongeluk van die werk af wegbly, nie langer as drie agtereenvolgende werkdae duur nie: Met dien verstande dat indien die tydperk wat hy weens siekte of ongeluk afwesig is, langer as drie agtereenvolgende werkdae duur, die siektebystand 'n aanvang neem vanaf die eerste dag waarop hy nie in staat is om sy werk te doen nie;

(b) as hy aan alkoholisme, verslawing aan verdowingsmiddels of die gevolge daarvan ly of ongeskik geraak het weens 'n siekte wat aan opsetlike nalatigheid of wangedrag te wyte is;

(c) as hy versuim of weier om die opdragte van 'n mediese praktisyn uit te voer of as hy na die mening van 'n mediese praktisyn opsetlik sy toestand vererger of sy herstel vertraag het;

(d) gedurende 'n tydperk waarin hy bystand kragtens klousule 3 van hierdie Bylae ontvang;

(2) is 'n lid wat weens siekte of 'n ongeluk op of na die datum waarop hierdie Ooreenkomst in werking tree, nie in staat is om sy werk te verrig nie, geregtig op siektebystand ooreenkomstig die volgende bepalings:

(a) Behoudens paragraaf (b), is 'n lid geregtig op die volgende bystand in 'n siklus van een jaar wat begin op die derde betaaldag in November elke jaar:

(i) (aa) R7 per werkdag vir 'n tydperk van hoogstens 15 werkdae; en

(bb) waar 'n lid die bystand in item (aa) voorgeskryf, ontvang het, R2 per werkdag vir 'n verdere tydperk van hoogstens vyf werkdae; en

(cc) waar 'n lid die bystand in items (aa) en (bb) voorgeskryf, ontvang het, en behoudens die goedkeuring van die Bestuurskomitee, R2 per werkdag vir 'n verdere tydperk van hoogstens 45 werkdae; en

(ii) 'n bedrag gelyk aan die totaal van 'n lid se weeklikse vakansiebesoldiging- en pensioenskema bydraes, soos voorgeskryf in klousule 19 (1) (a) en (c), vir elke voltooid agter-

consecutive period of five working days in respect of which a member has received the benefits prescribed in subparagraph (i); provided that—

(aa) the amount shall accrue in the form of a voucher to be affixed to the member's contribution book and redeemed annually in the manner prescribed in clause 32 of the Agreement; and

(bb) the amounts as reflected on the voucher are allocated to the respective funds; i.e. Holiday Fund and Pension Scheme;

(b) notwithstanding the provisions of clause 2 (7) of this Schedule, a member who is in receipt of periodical payment as defined in the Workmen's Compensation Act, 1941—

(i) shall not be entitled to the benefits prescribed in paragraph (a) (i); and

(ii) shall be entitled to the benefits prescribed in paragraph (a) (ii);

(3) (a) a member wishing to claim sick benefits shall submit his application on the form prescribed by the Fund, together with a medical certificate, which must clearly state the period for which such member was sick and incapacitated; provided that—

(i) in the case of a claim made under subclause (2) (b), the member shall furnish proof to the Committee that he was, in respect of the period for which benefit is claimed, in receipt of payments in terms of the Workmen's Compensation Act, 1941; and

(ii) a medical certificate shall not be acceptable in respect of periods exceeding 20 consecutive working days;

(b) in the case of serious sickness or injury the medical certificate shall be deemed sufficient notification thereof;

(c) sick pay shall continue only during such period as the general practitioner certifies the member unfit to resume work;

(d) during the course of any sickness or incapacitation the member shall furnish the Secretary with the medical certificate as often as may be required, failing which no sick pay will be paid for such period;

(4) a member who ceases to be entitled to sick benefits in terms of this clause may apply for the payment of permanent disability benefits in terms of clause 6 of this Schedule.

5. Lost Tool Benefits

Subject to the provisions of clauses 1 and 2 of this Schedule—

(1) benefits granted in terms of this clause shall be at the absolute discretion of the Management Committee, whose decision shall be final, and the Committee shall not be obliged to give any reason, for any decision;

(2) a member shall not be entitled to any benefit in terms of this clause—

(a) unless the member reported the theft of his tools to the police within 48 hours after the loss became apparent;

(b) unless the member reported the theft of his tools to the Council as soon as possible after the loss became apparent;

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

(d) if the tools concerned were stolen—

(i) during the hours of work prescribed in clause 14 of the Agreement; or

(ii) during the overtime hours of work permitted by the Council in terms of clause 15 of the Agreement;

(3) and notwithstanding the provisions of subclause (2), the Management Committee may, at its discretion and subject to such terms and conditions as it may determine, grant any benefit in terms of this clause to a member who is not entitled to benefits in terms of the provisions of subclause (2).

Any benefit granted in terms of this clause shall not be paid in money but by means of an order by the Fund on a supplier or suppliers appointed by the Committee.

6. Permanent Disability Benefit

Subject to the provisions of clause 2 of this Schedule—

(1) the scales and basis of payment shall be reviewed once a year;

eenvolgende tydperk van vyf werkdade waarvoor 'n lid bystand kragtens subparagraaf (i) ontvang het: Met dien verstande dat—

(aa) die bedrag moet oploep in die vorm van 'n bewys wat in die lid se bydraeboek geplak en jaarliks afgeles moet word op die wyse in klousule 32 van die Ooreenkoms voorgeskryf; en

(bb) die bedrae wat op die bewys aangetoon word, toegewys word aan die onderskeie fondse, dit wil sê die Vakansiefonds en Pensioenskema;

(b) ondanks klousule 2 (7) van hierdie Bylae, is 'n lid wat periodieke betalings ontvang soos in die Ongevallewet, 1941, omskryf—

(i) nie op die bystand in paragraaf (a) (i) voorgeskryf, geregtig nie; en

(ii) op die bystand in paragraaf (a) (ii) voorgeskryf, geregtig;

(3) (a) 'n lid wat siektebystand wil eis, moet sy aansoek indien, op die vorm deur die Fonds voorgeskryf, tesame met 'n doktersertifikaat wat duidelik die tydperk moet aandui waarin so 'n lid siek en ongeskik was: Met dien verstande dat—

(i) in die geval van 'n eis wat kragtens subklousule (2) (b) ingestel word, die lid aan die Komitee bewys moet lewer dat hy vir die tydperk waarvoor bystand geëis word, betaling ontvang het kragtens die ongevallewet, 1941; en

(ii) 'n doktersertifikaat nie vir tydperke van langer as 20 agtereenvolgende werkdade aanvaarbaar is nie;

(b) in geval van ernstige siekte of besering word die doktersertifikaat geag genoegsame kennisgewing daarvan te wees;

(c) siektebesoldiging word slegs betaal gedurende die tydperk waarvoor die algemene praktisyn die lid as ongeskik om werk te hervat, sertifiseer;

(d) solank 'n siekte of ongeskiktheid voortduur, moet die lid so dikwels as wat verlang word, die doktersertifikaat aan die Sekretaris voorlê, en as hy versuim om dit te doen, word geen siektebesoldiging vir sodanige tydperk betaal nie;

(4) 'n lid wat nie meer op siektebystand kragtens hierdie klousule geregtig is nie, kan aansoek doen om die betaling van permanente ongeskiktheidsbystand kragtens klousule 6 van hierdie Bylae.

5. Bystand vir Verlore Gereedskap

Behoudens klousules 1 en 2 van hierdie Bylae—

(1) word bystand wat kragtens hierdie klousule verleen word, geheel en al na goedvinde van die Bestuurskomitee betaal. Die Bestuurskomitee se besluit is deurslaggewend en hy is nie verplig om redes vir 'n besluit te verstrek nie;

(2) is 'n lid nie op bystand kragtens hierdie klousule geregtig nie—

(a) tensy die lid die diefstal van sy gereedskap aan die polisie rapporteer binne 48 uur na hy agterkom dat dit weg is;

(b) tensy die lid die diefstal van sy gereedskap aan die Raad rapporteer so gou as moontlik na hy agterkom dat dit weg is;

(c) tensy die betrokke gereedskap vir veilige bewaring in 'n toesluitplek gehou was, 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 in staat te stel om toegang tot sy eie gereedskap te verkry: Met dien verstande dat 'n werknemer wat gereedskap wat vanweë hul lengte, fatsoen, grootte of ander dergelike eienskappe nie gewoonlik in kiste gehou word nie, in 'n toesluitplek geplaas het geag word te voldoen het aan die vereistes van hierdie paragraaf en indien sodanige gereedskap as gevolg van diefstal verlore raak, mag 'n werknemer nie van sy voorregte kragtens hierdie klousule ontnem word op grond van die feit dat hy nie sodanige gereedskap in 'n gereedskapkis gehou en toegesluit het nie;

(d) as die betrokke gereedskap gesteel is—

(i) gedurende die werkure in klousule 14 van die Ooreenkoms voorgeskryf; of

(ii) gedurende die oortydwerkure wat die Raad kragtens klousule 15 van die Ooreenkoms toelaat;

(3) en ondanks subklousule (2), kan die Bestuurskomitee na sy goedvinde en onderworpe aan voorwaardes wat hy bepaal, bestand kragtens hierdie klousule verleen aan 'n lid wat nie kragtens subklousule (2) daarop geregtig is nie.

Bystand kragtens hierdie klousule mag nie in die vorm van geld betaal word nie, maar wel deur middel van 'n bestelling wat die Fonds plaas by 'n verskaffer of verskaffers deur die Komitee aangestel.

6. Bystand vir Permanente Ongeskiktheid

Behoudens klousule 2 van hierdie Bylae—

(1) moet die betaalskale en -grondslag een keer per jaar hersien word;

(2) and notwithstanding the provisions of clause 1 of this Schedule, any applicant who, in the opinion of the Management Committee, satisfactorily shows that he is, or was a bona fide employee in any operations normally performed by employees in the Building Industry covered by the Agreement, may be eligible for benefits;

(3) applications will be considered from persons in the class referred to in subclause (2) who are incapable of working at their trade due to injury, loss of sight and physical incapacity, including incapacity due to old age, other than cases adequately covered by the Workmen's Compensation Act;

(4) the scale of benefits shall be based on the applicant's potential earning capacity, if any, outside the Industry, and on years of employment in the capacity referred to in subclause (2), but shall not be in excess of an amount of R168 per annum for any one member;

(5) applicants in receipt of sick benefits in terms of clause 4 of this Schedule who are permanently disabled and incapable of working at their trade may be considered for this benefit;

(6) all applications must be made on an official form and submitted together with a medical report. Applicants shall, if required, submit to a further examination by a medical practitioner or specialist appointed by the Management Committee.

Payments made under this clause are ex gratia and at the absolute discretion of the Management Committee, whose decision shall be final and the Management Committee shall not be obliged to give any reason for any decision.

34. BUILDING INDUSTRY MEDICAL AID FUND

(1) Subject to the provisions of clause 30, the amounts paid to the Council by employers in terms of clause 19 (1) (c) shall be paid by the Council into the "Building Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid Fund" or the "Fund"), provided for in the Agreement, published under Government Notice R. 1514 of 3 September 1971.

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

(a) to assist members towards the costs of medical, surgical and hospital treatment necessary and directly incurred as a result of accidental bodily injury sustained, sickness and/or disease which manifests itself during the currency of membership, as may be specified in the rules from time to time;

(b) to take such measures and do such things as the Council deems necessary for the prevention of sickness, accidents, and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Industry;

(c) without in any way detracting from or interfering with a member's free choice of service, to contract—

(i) with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;

(ii) with any other person, body, institution or authority in respect of medical services as may be specified in the rules of the Fund from time to time;

(d) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects.

(3) *Membership.*—(a) Membership of the Fund shall be compulsory for employees for whom wages are prescribed in clause 17 (1) (h).

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

(c) Members who retire from the Industry or widows of deceased members may be permitted to continue to participate in the benefits from the Fund under such conditions as may be prescribed by the Management Committee.

(4) *Administration of the Fund.*—The provisions of clause 33 (5) shall apply *mutatis mutandis* to the administration of the Fund.

(5) *Payment of benefits.*—Payment of benefits shall be made in respect of members and their dependants in accordance with the rules of the Medical Aid Fund. Copies of such rules and all amendments thereto shall be lodged with the Secretary for Labour.

(6) (a) *Benefits.*—Subject to the provisions of the rules of the Medical Aid Fund, the total amount payable in respect of any member and his dependants in any one year (commencing 15 November) shall be—

(i) R800 p.a. in respect of a married member, other than an apprentice, and his dependants;

(ii) R650 p.a. in respect of a single member, other than an apprentice;

(2) en ondanks klousule 1 van hierdie Bylae, is 'n aansoeker geregtig op bystand indien hy na die Bestuurskomitee se mening bevredigende bewys lewer dat hy 'n bona fide-werknemer is of was in werksaamhede wat gewoonweg verrig word deur werknemers in die Bounywerheid wat deur die Ooreenkoms gedek word;

(3) sal aansoek oorweeg word van persone in die klas in subklousule (2) vermeld, wat weens 'n besering, gesigsverlies en fisiese ongeskiktheid (met inbegrip van ongeskiktheid weens hoë ouderdom, maar uitgesonderd gevalle wat op 'n toereikende wyse deur die Ongevallewet gedek word) nie hul ambag kan beoefen nie;

(4) moet die skaal van bystand gegrond word op 'n aansoeker se potensiele verdienvermoë (as hy dit het) buite die Nywerheid en die jare diens in die hoedanigheid in subklousule (2) vermeld, maar dit mag nie meer as R168 per lid per jaar beloop nie;

(5) kan aansoekers wat siektbystand kragtens klousule 4 van hierdie Bylae ontvang, en wat permanent ongeskik is en nie hul ambag kan beoefen nie, vir hierdie bystand in aanmerking kom;

(6) alle aansoekers moet op 'n amptelike vorm wees en saam met 'n mediese verslag voorgelê word. Indien dit vereis word, moet aansoekers 'n verdere ondersoek ondergaan deur 'n mediese dokter of spesialis wat deur die Bestuurskomitee aangestel is.

Betalings kragtens hierdie subklousule is ex gratia en geskied geheel en al na goedvinde van die Bestuurskomitee, wie se beslissing deurslaggewend is. Die Bestuurskomitee is nie verplig om redes vir 'n beslissing te verstrek nie.

34. MEDIESE HULPFONDS VIR DIE BOUNYWERHEID

(1) Behoudens klousule 30, moet die Raad die bedrae wat werkgewers ingevolge klousule 19 (1) (e) by die Raad inbetaal, stort in die "Mediese Hulpfonds vir die Bounywerheid" (hierna die "Mediese Hulpfonds" of "Fonds" genoem) waarvoor voorsiening gemaak word in die Ooreenkoms gepubliseer by Gowermentskennisgewing R. 1514 van 3 September 1971.

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

(a) om lede te help met die koste van mediese, snykundige en hospitaalbehandeling wat nodig is en regstreeks aangegaan is as gevolg van liggaamlike besering wat per ongeluk opgedoen is, ongesteldheid en/of siekte wat voorkom gedurende die duur van lidmaatskap, soos van tyd tot tyd in die reëls gespesifiseer word;

(b) om die maatreëls te tref en alles te doen wat die Raad nodig ag vir die voorkoming van siekte, ongelukke, en vir die verbetering en bevordering van gesondheid onder lede, afhanklikes en persone wat in die Nywerheid werk;

(c) om, sonder om op enige wyse afbreuk te doen aan of in te meng in 'n lid se vrye keuse van diens; 'n kontrak aan te gaan—

(i) met enige hospitaal, geregistreerde verpleeginrigting of soortelike inrigting vir die versorging van siek of herstellende lede en hulle afhanklikes;

(ii) met enige ander persoon, liggaam, inrigting of owerheid ten opsigte van mediese dienste soos van tyd tot tyd in die reëls van die Fonds gespesifiseer word;

(d) om alles te doen wat nodig is, wat bykomend of bevorderlik is vir die welsyn van lede en hulle afhanklikes en die bereiking van genoemde doelstellings.

(3) *Lidmaatskap.*—(a) Lidmaatskap van die Fonds is verpligtens vir werknemers vir wie lone in klousule 17 (1) (h) van hierdie Ooreenkoms voorgeskryf word.

(b) Persone, uitgesonderd dié in paragraaf (a) hiervan vermeld, wat regstreeks in die Nywerheid in diens geneem is of in diens is, kan, na goedvinde van die Bestuurskomitee en op voorwaardes wat voorgeskryf word, as lede toegelaat word en hierdie klousule is *mutatis mutandis* op sodanige persone van toepassing.

(c) Lede wat uit die Nywerheid uittree of weduwees van afgestorwe lede kan toegelaat word om steeds bystand van die Fonds te ontvang op voorwaardes wat die Bestuurskomitee kan stel.

(4) *Administrasie van die Fonds.*—Klousule 33 (5) is *mutatis mutandis* op die Administrasie van die Fonds van toepassing.

(5) *Betaling van bystand.*—Bystand moet aan lede en hul afhanklikes betaal word ooreenkomstig die reëls van die Mediese Hulpfonds. Eksemplare van sodanige reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(6) (a) *Bystand.*—Behoudens die reëls van die Mediese Hulpfonds, is die totale bedrag betaalbaar ten opsigte van enige lid en sy afhanklikes in 'n bepaalde jaar (wat op 15 November begin):

(i) R800 p.j. vir 'n getroude lid behalwe 'n vakleerling, en sy afhanklikes;

(ii) R650 p.j. vir 'n ongetroude lid behalwe 'n vakleerling;

- (iii) R250 p.a. in respect of an apprentice;
- (iv) depending on whether they have dependants or not, pensioner or widow members will be entitled to the same benefits as a married or single member as prescribed in paragraphs (i) or (ii).

(b) *Prescriptions.*—The Fund shall not be liable for the first one rand (R1) of any claim submitted in respect of prescriptions for drugs and/or medicines as defined in Rule 3 (k) of the Medical Aid Fund Rules.

35. THE PIETERMARITZBURG AND NORTHERN AREAS BUILDING INDUSTRY PENSION SCHEME FOR CRAFTSMEN

(1) The amounts paid by employers in terms of clause 19 (1) (c) shall be paid by the Council to the insurance company or companies with which an agreement or agreements referred to in subclause 2 (b) has or have been entered into for application to the objects of the Pension Scheme.

(2) *Objects.*—(a) The objects of the Pension Scheme shall be to provide benefits for members in the form of gratuities in the case of—

- (i) retirement on account of old age;
- (ii) death.

(b) The Council shall be empowered to enter into an agreement or agreements with an insurance company or companies with the object of securing retirement and death benefits for members.

(3) *Membership.*—Membership of the Scheme shall be compulsory for employees for whom wages are prescribed in clause 17 (1) (h).

(4) *Administration of the Scheme.*—The Scheme shall be administered in accordance with the provisions of the agreement or agreements entered into in terms of subclause (2) (b).

(5) *Payment of benefits.*—Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreements entered into in terms of subclause (2) (b).

36. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry (hereinafter referred to as the National Fund) hereby authorises, for the purpose of implementing the objects set forth in the Constitution of such National Fund, the collection of contributions in accordance with the procedure stated hereunder, read with clause 19.

(2) The amounts paid by employers in terms of clause 19 (1) (g) shall be paid by the Council monthly to the National Fund, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(3) Copies of the Constitution of the National Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited annual accounts of the Fund shall be lodged with the Council and the Secretary for Labour within three months of the close of the period covered thereby. For the purpose of this subclause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

37. SPECIAL MEMBERSHIP LEVY—EMPLOYERS

The amounts paid by employers in terms of clause 19 (1) (h) shall be paid by the Council to the Building Industries Federation (South Africa), less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

38. TRADE UNION SUBSCRIPTIONS

(1) In respect of the amount paid by an employer in terms of clause 19 (4) (b) each contribution book issued by the Council in terms of clause 19 (8) shall contain six detachable coupons for the purpose of affixing vouchers issued to an employee in terms of clause 19 (7) (a) to each such coupon relating to the months indicated thereon.

(2) The coupons mentioned in subclause (1) shall be in such form as the Council may decide, and each coupon shall bear a number corresponding to the number of the employee's contribution book.

(3) A voucher issued to an employee in terms of clause 19 (7) (a) shall be affixed by the employee to the coupon referred to in subclause (1).

(4) Not later than the last day of February, April, June, August, October and December in each year, an employee shall tender to the trade union of which he is a member, a coupon for the appropriate two months, with vouchers affixed thereto, and the trade union shall issue a receipt to the employee for all coupons so tendered.

- (iii) R250 p.j. vir 'n vakleerling;
- (iv) afhange van of hulle afhanklikes het of nie, sal lede wat pensioentrekkers of weduwees is, geregtig wees op dieselfde bystand as getroude of ongetroude lede soos in paragraaf (1) of (ii) voorgeskryf.

(b) *Voorskrifte.*—Die fonds is nie aanspreeklik nie vir die eerste een rand (R1) van enige eis wat ingedien word ten opsigte van voorskrifte vir verdowingsmiddels en/of medisyne soos voorgeskryf in Reël 3 (k) van die Reëls van die Mediese Hulp-fonds.

35. PENSIOENSKEMA VIR AMBAGSMANNE IN DIE BOU- NYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE

(a) Die bedrae wat werkgever ingevolge klousule 19 (1) (c) betaal moet deur die Raad aan die versekeringsmaatskappy of -maatskappye betaal word met wie 'n ooreenkoms of ooreen-koms soos in subklousule (2) (b) vermeld, aangegaan is vir toepassing op die doelstellings van die Pensioenskema.

(2) *Doelstellings.*—(a) Die doelstellings van die Pensioenskema is om bystand aan lede in die vorm van gratifikasies te verskaf in geval van—

- (i) uitdienstreding weens hoë ouderdom;
- (ii) afsterwe.

(b) Die Raad het die bevoegdheid om 'n ooreenkoms of ooreen-koms met 'n assuransiemaatskappy of -maatskappye aan te gaan met die doel om afree- en sterfgebystand vir lede te ver-kry.

(3) *Lidmaatskap.*—Lidmaatskap van die Skema is verpligtend vir werknemers vir wie lone in klousule 17 (1) (h) voorgeskryf is.

(4) *Administrasie van die Skema.*—Die Skema moet geadminis-treer word ooreenkomstig die bepalinge van die ooreenkoms of ooreenkoms wat ingevolge subklousule (2) (b) aangegaan word.

(5) *Betaling van bystand.*—Bystand moet aan lede betaal word ooreenkomstig die bepalinge van die ooreenkoms of ooreenkoms wat ingevolge subklousule (2) (b) aangegaan word.

36. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOU NYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (hieronder die "Nasionale Fonds" genoem), verleen hy hierby magtig-ing om ter verwesenliking van die oogmerke vervat in die konstitusie van sodanige Nasionale Fonds, bydraes in te vorder ooreenkomstig die prosedure hieronder gemeld, gelees met klou-sule 19.

(2) Die Raad moet die bedrae wat werkgevers ingevolge klou-sule 19 (1) (g) betaal, na aftrekking van insamelingsgels van 2½ persent, wat die algemene fondse van die Raad toekom maande-likes aan die Nasionale Fonds betaal.

(3) Kopieë van die Konstitusie van die Nasionale Fonds moet by die Raad en by die Sekretaris van Arbeid ingedien word, en kopieë van die balansstaat en geauditeerde jaarrekenings van die Fonds moet by die Raad en die Sekretaris van Arbeid inge-dien word binne drie maande na die einde van die tydperk waarop dit betrekking het. Vir die toepassing van hierdie sub-klousule omvat die uitdrukking "Konstitusie" alle wysigings van die Konstitusie wat van tyd tot tyd aangeneem word.

37. SPESIALE LIDMAATSKAPHEFFING— WERKGEWERS

Die Raad moet die bedrae wat werkgevers ingevolge klou-sule 19 (1) (h) betaal, aan die Building Industries Federation (South Africa) betaal, na aftrekking van insamelingsgeld van 2½ persent wat die algemene fondse van die Raad toeval.

38. VAKVERENIGINGLEDEGELD

(1) Ten opsigte van die bedrag wat 'n werkgever ingevolge klousule 19 (4) (b) betaal, moet elke bydraeboek wat die Raad ingevolge klousule 19 (8) uitreik, ses koepons, wat afgeskeur kan word, bevat, sodat bewyse wat ingevolge klousule 19 (7) (a) aan 'n werknemer uitgereik word, geplak kan word op elke so-danige koepon wat betrekking het op die maande daarop gemeld.

(2) Die koepons in subklousule (1) vermeld moet in die vorm wees wat die Raad bepaal, en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se bydrae-boek.

(3) Die werkgever moet 'n bewys wat ingevolge klousule 19 (7) (a) aan 'n werknemer uitgereik word, plak op die koepon in subklousule (1) vermeld.

(4) 'n Werknemer moet voor of op die laaste dag van Februarie, April, Junie, Augustus, Oktober en Desember elke jaar 'n koepon vir die betrokke twee maande, met bewyse daarop geplak, indien by die vakvereniging waarvan hy lid is, en die vakvereniging moet 'n kwitansie vir alle koepons aldus ingedien, aan die werknemer uitreik.

(5) Upon surrendering all coupons to the Council, the trade union concerned shall be entitled to be paid by the Council, the face value of all vouchers affixed to a coupon, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

39. AGENTS

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

(2) An agent shall have the right—

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

(b) to question, in the presence of or apart from others as he deems fit, regarding matters relating to this Agreement any person whom he finds in or about the premises or place and to require such person to answer the questions;

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

(3) When exercising the powers conferred upon him by sub-clause (2) of this clause, an agent may be accompanied by an interpreter.

(4) Every employer who, or employers' organisation or trade union which is a party to the Council and all persons who are members of such employers' organisation or trade union, shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclauses (2) and (3) of this clause and the Act.

40. EXEMPTIONS

(1) Subject to the provisions of section 51 (3) of the Act, the Council may, on application being made, in writing, grant an exemption, in writing, to any person or persons, from any of the provisions of this Agreement in its sole discretion.

(2) The Council shall have the power to fix the conditions under and the period for which any exemption shall operate.

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

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

(5) An employer or employee shall be obliged to observe, carry out and perform the terms imposed in a licence of exemption in the same manner as if it were a term of this Agreement.

41. BUILDING INDUSTRIES TRAINING AND RECRUITMENT FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund, inaugurated by the Building Industries Federation (S.A.) (hereinafter referred to as the Training Fund) hereby authorises, for the purpose of implementing the objects set forth in the Constitution of such Training and Recruitment Fund, the collection of contributions in accordance with the procedure stated hereunder, read with clause 19.

(2) The amounts paid by employers in terms of clause 19 (1) (i) shall be paid monthly to the Building Industries Federation (S.A.), less a collection fee of 2½ per cent, which amounts shall accrue to the general funds of the Council.

(3) Copies of the Constitution of the Training Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited accounts for the Training Fund shall be lodged with the Council and the Secretary for Labour within three months of the close of the period covered thereby. For the purpose of this subclause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

42. ADMINISTRATION OF AGREEMENT

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

Signed at Pietermaritzburg this 1st day of March 1972.

G. F. J. HENWOOD, Chairman.

C. A. HARRIS, Vice-Chairman.

Q. B. PAINTER, Secretary.

(5) By oorhandiging van alle koepons aan die Raad, is die betrokke vakvereniging daarop geregtig dat die Raad die sig-waarde van alle bewyse wat op 'n koepon geplak is, na aftrekking van insamelingsgeld van 2½ persent wat die algemene fondse van die Raad toeval, aan hom betaal.

39. AGENTE

(1) Die Raad kan een of meer persone as agent of agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms.

(2) 'n Agent het die reg om—

(a) enige perseel of plek waar die Bounywerheid beoefen word, te eniger tyd te betree wanneer hy redelike grond het om te vermoed dat enigeen daarin werksaam is;

(b) enigeen wat hy in of op die perseel of plek vind, in die teenwoordigheid van andere of alleen, soos hy goed-dink, te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;

(c) te eis dat die boeke, tydstate, registers of dokumente wat nodig is om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, getoon word en om dit te inspek-teer, te ondersoek of 'n afskrif daarvan te maak.

(3) Wanneer 'n agent die bevoegdhede uitoefen wat by sub-klausule (2) van hierdie klousule aan hom verleen word kan hy 'n tolk saamneem.

(4) Elke werkgewer, werkgewersorganisasie of vakvereniging wat 'n party is by die Raad en alle persone wat lede van sodanige werkgewersorganisasie of vakvereniging is, moet aan die agent alle fasiliteite verleen om hom in staat te stel om die bevoegdhede uit te oefen wat by subklousules (2) en (3) van hierdie klousule en by die Wet aan hom verleen word.

40. VRYSTELLINGS

(1) Behoudens artikel 51 (3) van die Wet, kan die Raad, wanneer daar skriftelik aansoek gedoen word, na goedvinde skriftelik vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan enigiemand verleen.

(2) Die Raad het die bevoegdheid om die voorwaardes waarop en die tydperk waarvoor die vrystelling van krag is, te bepaal.

(3) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elkeen wat vrygestel word. 'n Vrystellingsertifikaat is nie in enige ander gebied as dié waarvoor dit verleen is, van krag nie.

(4) Die Raad kan 'n vrystellingslisensie te eniger tyd gedurende die tydperk waarvoor dit verleen is, wysig of intrek.

(5) 'n Werkgewer of werknemer is verplig om die voorwaar-des gestel in 'n vrystellingslisensie na te kom, uit te voer en te vervul asof dit 'n bepaling van hierdie Ooreenkoms is.

41. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (S.A.)] (hierna die Opleidingsfonds genoem), verleen hy hierby magtiging vir die invordering van bydraes ooreenkomstig die prosedure hierna uiteengesit, gelees met klousule 19, ten einde die doelstellings te verwesenlik wat in die Konstitusie van genoemde Opleidingsfonds uiteengesit is.

(2) Die bedrae wat werkgewers ingevolge klousule 19 (1) (i) betaal moet maandeliks deur die Raad aan die Opleidingsfonds betaal word na aftrekking van insamelingsgeld van 2½ persent, wat die algemene fondse van die Raad toeval.

(3) Kopieë van die Konstitusie van die Opleidingsfonds moet by die Raad en by die Sekretaris van Arbeid ingedien word, en kopieë van die balansstaat en geauditeerde jaarlikse rekenings van die Fonds moet binne drie maande na die einde van die tydperk waarvoor dit handel, by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie sub-klousule omvat die uitdrukking "Konstitusie" alle wysigings van die Konstitusie wat van tyd tot tyd aangeneem word.

42. ADMINISTRASIE VAN OOREENKOMS

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

Op hierdie 1ste dag van Maart 1972 te Pietermaritzburg onderteken.

G. F. J. HENWOOD, Voorsitter.

C. A. HARRIS, Ondervoorsitter.

Q. B. PAINTER, Sekretaris.

No. R. 822 19 May 1972
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941**

BUILDING INDUSTRY, NORTHERN NATAL

I, Marais Viljoen, Minister of Labour—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice R. 821 of 19 May 1972, 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; and

(b) hereby, in terms of section 54 (1) of the said Act, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement, from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to sickness benefits in terms of clause 33 of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 823 19 May 1972
WORK RESERVATION DETERMINATION 13

**BUILDING INDUSTRY, CAPE PROVINCE AND
 NATAL.—EXEMPTION IN RESPECT OF CERTAIN
 AREAS IN NATAL**

It is hereby notified for general information that the Minister of Labour has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination 13, published under Government Notice R. 1861 of 9 November 1962, to all employers and their employees who are bound by the Agreement relating to the Building Industry, Northern Natal, published under Government Notice R. 821 of 19 May 1972, with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the said Act, to the extent that persons who are not White persons may be allowed in the said Industry to perform any work specified in the definitions of "building assistant, Class I" and "building assistant, Class II" in clause 3 of the said Agreement.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted, by a person who is not a White person.

No. R. 822 19 Mei 1972
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941**

BOUNYWERHEID, NOORD-NATAL

Ek, Marais Viljoen, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermentskennisgewing R. 821 van 19 Mei 1972 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; en

(b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat op siektebystand ingevolge klousule 33 van genoemde Ooreenkoms geregtig is.

M. VILJOEN, Minister van Arbeid.

No. R. 823 19 Mei 1972
WERKRESERVERINGVASSTELLING 13

**BOUNYWERHEID, KAAPPROVINSIE EN NATAL.—
 VRYSTELLING TEN OPSIGTE VAN SEKERE
 GEBIEDE IN NATAL**

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, aan alle werkgewers en hul werknemers vir wie die Ooreenkoms in verband met die Bounywerheid, Noord-Natal, gepubliseer by Goewermentskennisgewing R. 821 van 19 Mei 1972, bindend is, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend mag wees, vrystelling verleen het van die bepalings van Vastelling 13 wat by Goewermentskennisgewing R. 1861 van 9 November 1962 gepubliseer is, in dié mate dat persone wat nie Blanke persone is nie, toegelaat mag word om in genoemde Nywerheid enige werk te verrig wat in die omskrywings van "bou-assistent, klas I" en "bou-assistent, klas II" in klousule 3 van genoemde Ooreenkoms gespesifiseer is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

Buy National Savings Certificates
Koop Nasionale Spaarsertifikate

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