



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1648

15 September 1972

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, OOS-LONDEN

HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar en ses maande vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die 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 die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 28 en 34, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar en ses maande vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 28 en 34, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar en ses maande vanaf genoemde Maandag eindig, in die landdrosdistrik Oos-Londen *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

A—2958

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1648

15 September 1972

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, EAST LONDON

MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years and six months from the said Monday, upon the employer's organisation and the trade unions which entered into the 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 Agreement excluding those contained in clauses 1 (1), 2, 28 and 34, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years and six months from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of East London; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of East London and with effect from the second Monday after the date of publication of this notice and for the period ending three years and six months from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 28 and 34, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

1—3652

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
OOS-LONDEN

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan tussen die

East London Master Builders' and Allied Trades Association (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Amalgamated Society of Woodworkers

en die

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Oos-Londen.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Die bepalings van hierdie Ooreenkoms moet in die land-drosdistrik Oos-Londen nagekom word deur alle werkgewers en werknemers in die Bounywerheid wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is.

(2) Ondanks die bepalings van subklousule (1)—

(a) is die bepalings van hierdie Ooreenkoms slegs op vakleerlinge van toepassing vir sover hulle nie onbestaanbaar is nie met die bepalings van die Wet op Vakleerlinge, 1944, of met enige kontrak daarkragtigens gesluit, of met enige voorwaardes daarkragtigens gestel;

(b) is klousule 7 van hierdie Ooreenkoms nie van toepassing op werknemers vir wie lone in klousule 4 (1) (a) en (b) voorgeskryf word nie;

(c) is die bepalings van hierdie Ooreenkoms van toepassing op kwekelinge slegs vir sover hulle nie onbestaanbaar is nie met die bepalings van die Wet op Opleiding van Ambagsmanne, 1951, of enige voorwaardes wat daarkragtigens gestel is;

(d) is die bepalings van hierdie Ooreenkoms nie van toepassing nie ten opsigte van die oprigting, onderhoud, herstel of verbouing van die volgende op plase:

(i) Woonhuise ten koste van minder as R8 000; en

(ii) alle ander geboue, ongeag die koste daaraan verbonde, wat uitsluitlik vir boerderydoeleindes gebruik word of gebruik gaan word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat die Minister kragtens artikel 48 van die Wet vasstel, en bly van krag vir 'n tydperk van drie en 'n halfjaar.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat diens doen ooreenkomstig 'n skriftelike leerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is en ook 'n minderjarige op proef ingevolge daardie Wet;

"ambagsman" 'n werknemer wat in een of meer van die volgende werksaamhede in een of meer van die bedrywe en/of onderafdelings daarvan, hieronder genoem, in diens is, en ook werknemers wat werk verrig wat gewoonlik verrig word deur iemand wat ingevolge die Wet op Vakleerlinge, 1944, sy leertyd uitgedien het in 'n bedryf wat ingevolge daardie Wet aangewys is of geag word 'n aangewese bedryf te wees of wat in besit is van 'n vaardigheidsertifikaat wat aan hom uitgereik is deur die Registrateur van Vakleerlinge ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat wat deur genoemde Registrateur ingevolge of artikel 2 (7) of artikel 7 (3) van genoemde Wet aan hom uitgereik is:

Asfaltwerk.—Uitmerk; toesighouding oor alle asfaltwerksaamhede.

Bloklêwerk.—Rifvoegwerk; die oprigting, in posisie plasing vir bouwerk en latere stelwerk aan setmate en/of leiers, en die in posisie plasing van venster- en deurskosyne, maar uitgesonderd—

(a) die bou van mure met blokke;

(b) die lê van blokke wat nie in dagha of mastik gelê word nie, sonder om die gereedskap van 'n ambagsman te gebruik;

(c) die lê van blokke volgens 'n setmaat en/of 'n leier in dagha of mastik, sonder om die gereedskap van 'n ambagsman te gebruik.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
EAST LONDON

AGREEMENT

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

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

Amalgamated Society of Woodworkers

and the

Amalgamated Union of Building Trade Workers of South Africa

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

being the parties to the Industrial Council for the Building Industry, East London.

1. SCOPE OF APPLICATION OF AGREEMENT

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

(2) Notwithstanding the provisions of subclause (1)—

(a) the terms of this Agreement shall 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) clause 7 of this Agreement shall not apply to employees for whom wages are prescribed in clause 4 (1) (a) and (b);

(c) the terms of this Agreement shall apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, 1951, or any conditions fixed thereunder;

(d) the terms of this Agreement shall not apply in respect of the erection, maintenance, repair or alteration on farms of—

(i) dwelling-houses at a cost of less than R8 000; and

(ii) all other buildings, irrespective of cost, used or to be used exclusively for farming purposes.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, and includes a minor employed on probation under that Act;

"artisan" means an employee engaged in any one or more of the following operations in any one or more of the trades and/or subdivisions thereof indicated below, and shall include employees who perform work normally performed by a person who has served an apprenticeship in terms of the Apprenticeship Act, 1944, in a trade designated or deemed to have been designated under that Act, or who holds a certificate of proficiency issued to him by the Registrar of Apprenticeship in terms of section 6 of the Training of Artisans Act, 1951, or a certificate issued to him by the said Registrar in terms of either section 2 (7) or section 7 (3) of the said Act:

Asphalting.—Setting out; supervising all asphalting operations.

Blocklaying.—Tuck pointing; the erecting, setting into position for building and subsequent adjustment of jigs and/or guides, and the setting into position of window and door frames, but excluding—

(a) the building of walls of blocks;

(b) the laying of blocks not bedded in mortar or mastic where no artisans' tools are used;

(c) the laying to a jig and/or guide of blocks bedded in mortar or mastic, where no artisans' tools are used.

Messelwerk.—Uitmerk volgens planne; lê en/of vassit van voorafvervaardigde klipblokke, roosterblokke, sier- en ander stene, glasstene, dek- en drumpelteëls, alle baksteenwerkhoeke, loodgietershoeke; rifvoegwerk.

Timmerwerk.—Afmerk; uitmerk; timmerhout met die hand of masjien haaks maak, deur- en vensterkosyne vassit; deur- en vensterrame hang en ameublement, toebehore en ysterware aansit; prentelyste, vloerlyste, kwadrante, kosynlyste, lyse en/of enige ander toebehore wat vereis word vir die binne- en/of buiteafwerking van geboue of bouwerke, saag en/of skaaf, en/of aansit en/of vassit; hout- en ysterstrukture en alle tipes dakke uitmerk en oprig; gegolfde en ander dakmateriaal en waterslagbepanking vassit; plafonne aanbring, kroonlyste vassit en dekstroke spasieer; klank- en akoestiek materiaal, kurk- en asbes-isolering, houtlatwerk, komposisieplafon- en muurbedekking vassit; houtsneewerk en fineerpaneelwerk.

Betonwerk.—Toesighouding oor die *in situ*-plasing van beton en die gelykmaking van die oppervlakke daarvan.

Riool-aanlegwerk.—Rioolstelsels uitmerk; toesighouding oor die bou van mangate en die aanlê en las van rioolpype.

Die lê van vloere.—Afmerk; strookvloere van hout saag en vassit; vloerblokkies, linoleum, rubber, rubbersamestelling, kurk en vloerbekkings met asfalt as basis en/of enige ander vloerbekkings lê na voltooiing van voorbereidingswerk.

Beglasing.—Glas en/of dergelike materiaal sny; voorstopverf aanbring en ruitkraallyste vassit.

Skraywerk.—Afmerk; uitmerk; die vervaardiging van venster- en deurkosyne, deure, vensterrame en rakkaste en alle ander skraywerkartikels vir die binne- en buiteafwerking van geboue en/of strukture; die vervaardiging en/of montering en/of aansit en/of vassit van kombuistoehore en/of ameublement wat 'n permanente deel van 'n gebou of struktuur uitmaak.

Ruit-in-loodwerk.—Die uitmerk van patrone of tekenings op bord; die sny en vorming van glas; die rond maak van glastrande en haaks maak volgens 'n patroon; die aansit van loodstukke en die soldeer van lasse; glas in ruit-in-lood-paneel sit en binddraad installeer.

Lettersnywerk en klipversiering.—Die teken, ontwerp en uitmerk van letters en/of versierings; die sny en uitkerf van letters met die hand of 'n druklugwerktuig.

Metaalwerk.—Afmerk; uitmerk; die stel van en toesighouding oor masjien: Met dien verstande dat daar van geen individuele ambagsman vereis mag word om oor meer as drie masjiene toegesig te hou nie; handswais- en/of sweissoldeerwerk; presisiehandboorwerk en/of moerdraad met die hand sny; finale vyl- en/of monterwerk; die vassit van sierrmetaal- en gietwerk, boumetaalwerk en uitgedrukte metaal, met inbegrip van venstermure, gordynmure, metaalrame, metaaltrappe, branduitgange, metaalhandreling, metaalkappe, metaal kombuismeubels en -toehore, rolleikdeure en metaalskortings en/of dergelike toebehore.

Verfwerk en versiering.—Muurplakwerk; die aanbring van verf, vernis en/of ander stowwe aan alle oppervlakke, maar uitgesonderd die verfwersaamhede in die omskrywing van "werksman, graad I," genoem.

Plasterwerk.—Boetseer en modelleer; vormmakery; die bereiding van voorlopige gidspleisterwerk; die aanbring van materiaal aan growwe oppervlakke en afwerking met die hand na afvlakking; afvlakking en afwerking van beton- en granolitiese vloere.

Loodgieterswerk.—Afmerk; uitmerk; die montering en/of lê en/of aansit en/of vassit van lood-, koper-, gegalvaniseerde yster-, plastiek- of ander pype vir vuilwater-, riool-, water- (warm of koue), sentrale verwarmings-, verkoelings-, vuur-, gas- en dergelike installasies, maar uitgesonderd die montering en aansit van die pype in werkwinkels in eenhede wat in massa geproduseer word vir behuising; aansit en/of vassit van afsluitkrane, kleppe, uitsitvoë, koperpype, vuilwater- en uitlaatpype, sperders, ontlugpype, geutpype in kolomme en voegskorte op die terrein; die installering van warmwaterstelsels; die installering van kloset- en urinaalstelle, spoelbakke en sperders, vuilwaterregters, spoel-, urinaalvore en spoelbakke; die installering van waterklosetstelle, baddens, handwasbakke, storte, kombuisopwasbakke, toevoertens, geisers, diafragmahoëdrukkelepe en/of enige ander los en/of vaste toebehore; sweis- en sweissoldeerwerk; die installering en/of aansit en/of vassit van brandvoorkoming- en sprinkelblusstelsels.

Polerig.—Die vul en voorbereiding van oppervlakke vir polering; die aanbring van olie- en selluloseverve of -afwerkings aan oppervlakke deur middel van 'n borsel of kwas, kussing of sproeispuut.

Fineerklip of terrasowerk.—Uitmerk; die sny en regsny van patrone; modelleerwerk; vormmakery; die aanbring van terrasos aan mure, vloere, trappe en/of ander oppervlakke op die terrein en die afwerk van die finale oppervlak; afvlakking en die vassit van verdeelkoppe; die vassit van fineerklip en terrasoblokkie en/of -plaatblokke.

Saagherstelwerk.—Soldeerwerk hervertanding, skerpmak (met die hand of 'n masjien), veerstelwerk, die stel van tandstellers en spanningstelwerk aan bandsae; oprigting en herstel van los-tandsae; haaksmaking van verbuigde en/of gedraaide bandsae en/of sirkelsae.

Bricklaying.—Setting out from plans; laying and/or fixing pre-constructed stone blocks, grille blocks, face and other bricks, glass bricks, capping and sill tiles, all brickwork corners, plumbing angles; tuck pointing.

Carpentry.—Marking out; truing up of timber by hand or machine, fixing door and window frames; hanging door and window sashes and fitting furniture, fittings and iron-mongery; cutting and/or planing and/or fitting and/or fixing picture rails, skirtings, quadrants, architraves, mouldings and/or any other fittings required for the internal and/or external finishings of buildings or structures; setting out and erecting wood and iron structures and all types of roofs; fixing corrugated and other roofing materials and weather-boarding; erecting ceilings, fixing cornices and spacing cover strips; fixing of sound and acoustic materials, cork and asbestos insulation, wood lathing, composition ceiling and wall covering; carving and veneer panneling.

Concrete work.—Supervising concrete being placed *in situ* and levelling of surfaces thereof.

Drainlaying.—Setting out drainage systems; supervising the building of manholes and the laying and jointing of drain pipes.

Floorlaying.—Marking out; cutting and fixing of wooden strip flooring; laying and/or setting flooring blocks, linoleum, rubber, rubber composition, cork and asphalt-based floor coverings and/or any other floor coverings, after completion of preparatory operations.

Glazing.—Cutting of glass and/or similar materials; face-puttying and fixing of glazing beads.

Joinery.—Marking out; setting out; manufacturing window and door frames, doors, sashes and cupboards and all other articles of joinery for the internal and external finishings of buildings and/or structures; manufacturing and/or assembling and/or fitting and/or fixing of kitchen fittings and/or furniture which accrue to a building or structure as a permanent portion thereof.

Lead-light making.—Setting out of templates or drawings on boards; cutting and shaping of glass; rounding edges of glass and truing to pattern; fitting lead sections and soldering joints; glazing lead-light panels and installing fixing wires.

Letter cutting and stone decorating.—Drawing, designing and setting out of letters and/or enrichments; cutting and carving letters by hand or machine or pneumatic tool.

Metal work.—Marking out; setting out; setting up and supervising machines subject to the proviso that no one artisan shall be required to supervise more than three machines; hand welding and/or brazing; precision drilling and/or tapping by hand; final filing and/or assembly; fixing of builder's smith- and foundry work, architectural metal work and extruded metal, including window walling, curtain walling, metal frames, metal staircases, fire escapes, metal hand railings, metal canopies, metal kitchen furniture and fittings, roller shutter doors and metal partitions and/or similar fittings.

Painting and decorating.—Paper hanging; applying paint, varnish and/or other materials to all surfaces, but excluding the painting operations specified in the definition of "operator, Grade I."

Plastering.—Modelling and model making; mould making; preparing preliminary ruling screeds; rendering materials to rough surfaces and finishing off by hand after ruling off; screeding and finishing off of concrete and granolithic floors.

Plumbing.—Marking out; setting out; assembling and/or laying and/or fitting and/or fixing lead, copper, galvanized iron, plastic or other piping for waste, soil, water (hot or cold), central heating, cooling, fire, gas and similar installations, but excluding the assembly and fitting of such piping in workshops in mass produced units for housing; fitting and/or fixing on site of stopcocks, valves, expansion joints, copper piping, waste and outlet pipes, traps, vent pipes, down-pipes in columns and flashings; installation of hot water systems; installation of closet and urinal suites, cisterns and traps, sloop hoppers, sloop basins, urinal channeling and cisterns; installation of water closet suites, baths, wash hand basins, showers, kitchen sinks supply tanks, geysers, diaphragm high pressure valves and/or any other fittings and/or fixtures; welding and brazing; installing and/or fitting and/or fixing fire prevention and sprinkler systems.

Polishing.—Filling in and preparing surfaces for polishing; applying oil and cellulose paints or finishes to surfaces by brush, pad or spray gun.

Reconstructed stone or terrazzo work.—Setting out; cutting and horsing of templates; model making; mould making; applying *in situ* terrazzo to walls, floors, staircases and/or other surfaces and finishing to final surface; screeding and fixing dividing heads; fixing reconstructed stone and terrazzo blocks and/or slabs.

Saw-doctoring.—Brazing, retoothing, sharpening (by hand or machine), spring-setting, swage-setting and tensioning of band saws; setting up and repairing inserted tooth saws; truing-up buckled and/or twisted band saws and/or circular saws.

Plaatmetaalwerk.—Afmek; uitmerk en die ontwikkeling van patrone vir artikels en/of onderdele van plaatmetaal; montering en/of vassit en/of pas en/of herstel van artikels en/of onderdele van plaatmetaal; montering en/of installing en/of vassit van leiding en/of pype vir sentrale verwarming-, lugversorging- en ontstoftelsels; toesighouding oor die vervaardiging van plaatmetaalartikels in werkwinkels; met die hand sweissoldeer en soldeer.

Winkeluitrusting (boumetaalwerk).—Afmek; uitmerk; die montering en/of installing en/of vassit en/of herstel van los winkel-, kantoor- en banktoebehore van metaal of hout of albei; die montering en/of oprigting en/of stel en/of herstel van metaaldeurkosyne en/of metaaldeure; die montering en/of oprigting en/of herstel van winkelfronte en/of universele vensters van metaal of hout of albei; sweissoldeer en sweis; presisiehandboorwerk en moerdraad met die hand sny; finale vylwerk; die vassit van metaalfskortings.

Winkeluitrusting (ander materiale).—Die montering en/of vassit en/of herstel van los winkel-, kantoor- en banktoebehore, vensterskerms, vertoonkaste, toonbanke, trappe, skermes en/of enige ander los of vaste binnetoebehore van hout en/of metaal en/of enige ander materiaal of kombinasie van materiale; die montering en/of oprigting en/of vassit en/of herstel van winkelfronte van hout of metaal of albei; die oprigting en/of vassit en/of herstel van afkortings; die montering en beglasing van glastoonbanke en vertoonkaste; die installing van alle glasware wat in winkeluitrusting gebruik word; paneelwerk aan mure.

Letterskilderwerk.—Die ontwerp van uithangborde, inskildering van agtergrond, die maak en afwerk van uithangborde; vergulding; heraldie; spuitverfwerk; werk verrig volgens ontwerpe; glasgraving; sandstraling van ontwerpe; syskermwerk; prent-en/of plakkaatwerk.

Staalwerk.—Uitmerk van hulse wat nodig is vir die giet van 'n platblok; uitmerk van die boue wat in die platblok gegiet word; toesighouding oor die bind en in posisie plasing van staalwapenings- en staalkonstruksiemateriaal.

Klipmesselwerk.—Die finale oppervlakbehandeling en afwerk van klip of vervangingsmateriale met die hand of 'n masjien volgens grootte, maar uitgesonderd raam- of draadsaagwerk en poleerwerk; die opstel van masjiene; die lê van klip op daghabedde; afmerk; die inbou en/of vassit van voorafgegieste klip of marmer of kunsklip of kunsmarmer.

Struktuurtrimmerwerk.—Afmek; uitmerk; die vervaardiging, loodreg stel, gelykmaak, verstelling, vasmaak, noukeurig rig en vassit van betonbeskisting; die oprig van skoring.

Muur- en vloerteëlwerk.—Uitmerk; die vassit van muurteëls en mosaïek of ander materiale aan muuroppervlakke; die lê en/of vassit van alle soorte vloerteëls, met inbegrip van marmer en terrazzo.

Houtmasjienwerk.—Afmek; uitmerk; die oprig van en toesighouding oor masjiene, op voorwaarde dat daar van geen individuele ambagsman vereis mag word om oor meer as twee masjiene toesig te hou nie: Met dien verstande dat die Raad magtigting kan verleen dat een ambagsman oor meer masjiene toesig hou;

“bou-assistent, graad I,” ’n werknemer wat een van of al die volgende werksaamhede verrig:

Ambagsmanne help om staalstutte in posisie te plaas, aan draers vas te maak en hulle op die regte hoogte te stel; hangsa onder toesig bedien, help om klip reg te sit en saaglemme vassit vir die bediening van hangsa en poleermasjinerie en/of slypsteenmasjinerie bedien;

kleefstowwe met behulp van ’n roller of kwas aan mure aanbring;

saksmeerwerk aan mure en plafonne verrig;

staalwapeningsmateriaal bind of vasbind met draad en sodanige materiaal onder toesig sny, buig en monteer, oprig en vassit; pype en staaltawe onder toesig met die handsaag sny, skroefdraad daarin sny en dit buig, maar nie in die geval van koper nie;

stone en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;

dakpanne met ’n teëlsnymasjien sny;

metaal met krag- of handmasjiene onder toesig boor of pons;

hystoestelle onder toesig oprig; duike in die oppervlak van afgewerkte artikels met ’n sementmengsel opvul en die oppervlak met ’n stuk sak vryf;

lasse tussen bakstene en betonbalke onder toesig opvul;

lasse tussen muurteëls opvul en alle muurteëls skoonmaak, uitgesonderd voegstryking en voegvulling;

vorms met ’n voorwerkmengsel en betonmengsel vul deur ’n skopgraaf te gebruik;

hoepelyster, staal- of draadverstyings aanbring om bekisting te versterk;

asfaltplate aan die kante van staal- en houtrame aanbring; kloue onder toesig aan staalvensters en deurkosyne aanbring;

voë met bry vul en die agterkant van klipwerk opvul nadat dit aangebring is;

Sheetmetal work.—Marking out; setting out and developing of patterns for sheetmetal articles and/or components; assembling and/or fixing and/or fitting and/or repairing sheetmetal articles and/or components; assembling and/or installing and/or fixing ducting and/or piping for central heating, airconditioning and dust extracting systems; supervising the manufacture in workshops of sheetmetal articles; brazing and soldering by hand.

Shopfitting (architectural metal work).—Marking out; setting out; assembling and/or installing and/or fixing and/or repairing store, shop, office and bank fittings in metal or wood or both; assembling and/or erecting and/or adjusting and/or repairing metal door frames and/or metal doors; assembling and/or erecting and/or repairing shopfronts and/or universal windows in metal or wood or both; brazing and welding; precision drilling and tapping by hand; final filing; fixing of metal partitions.

Shopfitting (other materials).—Assembling and/or fixing and/or repairing store, shop, office and bank fittings, window enclosures, showcases, counters, staircases, screens and/or any other interior fittings or fixtures in wood and/or metal and/or any other materials or combination of materials; assembling and/or erecting and/or fixing and/or repairing shopfronts in wood or metal or both; erecting and/or fixing and/or repairing partitions; assembling and glazing of glass counters and showcases; installation of all glassware used in shopfitting; panelling of walls.

Signwriting.—Laying out signs, painting backgrounds, executing and finishing signs; gilding; heraldry; spray painting; executing designs and layouts; glass engraving; sandblasting designs; silk screening; pictorial and/or poster work.

Steelwork.—Setting out any sleeves required for the casting of a slab; setting out of the bolts set into the slab; supervising the binding, placing in position of steel reinforcement and steel construction material.

Stone masonry.—Final surfacing and finishing of stone or substitute materials by hand or machine to size, but excluding frame or wire sawing and polishing; setting up machines; setting stone on mortar beds; marking out; building in and/or fixing of pre-cast or artificial stone or marble.

Structural carpentry.—Marking out; setting out; fabricating, plumbing, levelling, adjusting, securing, lining up and fixing of concrete shuttering; erecting shoring.

Wall and floor tiling.—Setting out, fixing of wall tiles and mosaics or other materials to wall surfaces; laying and/or setting of all types of floor tiles, including marble and terrazzo.

Wood machining.—Marking out; setting out; setting up and supervising machines, subject to the proviso that no one artisan shall be required to supervise more than two machines; provided that the Council may authorise the supervision of more machines by one artisan;

“building assistant, Grade I,” means an employee engaged in any or all of the following operations:

Assisting artisans in placing steel props and fixing to bearers and adjusting to heights;

attending swing saws under supervision, assisting in setting stone and fixing saw blades for the purpose of the operation of swing saws and polishing machinery and/or working grindstone machinery;

applying adhesives to walls with the use of a roller or brush; bagging down walls and ceilings;

blinding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;

cutting, screwing, bending and threading of piping and steel rods by hand under supervision excluding copper;

cutting, drilling, chasing and plugging in brick and concrete;

cutting of roof tiles with tile cutting machine;

drilling or punching metal by power or hand machines under supervision;

erecting hoists under supervision.

filing in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;

filing in joints between joint of brick and concrete beam under supervision;

filing in joints and cleaning off all wall tiles excluding jointing and pointing;

filing of moulds with a facing mixture and concrete mixture using a shovel;

fixing hoop iron, steel or wire stiffeners to strengthen shuttering;

fixing asphalt sheeting to sides of steel and wood frames; fixing lugs to steel windows and doorframes under supervision;

grouting in joints and filling backs of stone work after fixing;

voë in stene en teëlvloere met bry vul en skoonmaak;
beton lê en gelykmaak, 'n betonriller bedien en onder toesig help met afvlakwerk;

geboue wat deur Bantoes geokkupeer en latrines wat deur Bantoes gebruik word en ruwe timmerhout soos balke en die onderkante van vloere afwit en teer of dergelike produkte in verband daarmee gebruik: Met dien verstande egter dat afwitwerk in verband met geboue en/of latrines gedurende die oprigting daarvan of binne 60 (sestig) dae na die voltooiing van 'n gebou van hierdie omskrywing uitgesluit word;

mastikasfalt in potte meng, die gemengde materiaal dra na die terrein waar dit gelê moet word en die mastik wat gelê is, onder toesig vryf totdat dit koud is; vure aan die gang hou en skoonmaakwerk verrig;

guillotinemasjiën vir steensnywerk bedien;
asfalt- en/of ander komposisieplate en -dakke met bitumineuse aluminiumverf onder toesig verf of spuit;

lasse en agterkante van klip met waterdigtingsmengsel verf;
alle bouersuitrusting met preserveermiddels verf;
onderlae van bitumastiek- of waterdigtingsoplossings op oppervlakke aanbring;

bekisting onder toesig afbreek;
vorms opstel en omhulsels en gietstukke afbreek;
die vulsel in vorms vasstamp, uitgesonderd die gebruik van pleistertroffels;

houstutte onder toesig opkeil;
met klopboor werk of hamers en ponse gebruik vir die splits van klip of die boor van tapgate;

ambagsmanne of werkers van 'n hoër graad bystaan wanneer nodig, sonder om sodanige werk van 'n hoër graad te verrig;

"bou-assistent, graad II," 'n werknemer wat een van of al ondergenoemde bedrywighede beoefen:

Ambagsmanne help deur draadholtes op te vul voordat houtoppervlakke met doek opgevryf word;

ambagsmanne help om lym aan tappe of houtoppervlakke te smeer voordat dit vasgeklemd of gepers word;

vloerpolitoer aanwend;

afval- of ou metaal met die hand of deur middel van 'n masjiën baal;

dagha, stene, klip, beton of ander materiaal dra;

tapgate skoonmaak;

glas skoonmaak nadat ruite ingesit is;

voltooiëde rame skoonmaak voordat stopverf aangewend word;

vorms, werkbanks, werfpersele, gereedskap, ens., skoonmaak;

kiaat of ander harde soorte hout skoonmaak deur oplosmiddels

en staalwol te gebruik;

staalvensters en deursnyers onder toesig koppel;

steierpale of stutte met 'n boog- of treksaag afsaag;

voglae sny en in posisie plaas;

in- en uittandings inkap vir steenverbandwerk;

hoepels sny, buig en gate daarin maak;

afvalmetaal met die hand in stukke sny;

grond uitgrawe of uithaal vir fondamente, slote, riole en

kanale;

materiaal van alle houtwerkmasjiëne afneem;

uitgrawings in grond, sagte en harde rots maak en 'n klopboor gebruik en die uitgegrawe klip en grond verwyder;

sand, klip en sement afmeet;

groottes van muur- en vloerteëls meet;

staal ophys en in posisie plaas onder toesig;

bekisting ophys en in posisie plaas maar nie vassit nie;

rollers of ander toestelle gebruik om vloerbedekkingsmateriaal vas te sit nadat dit gelê is;

stopverf knie totdat dit die regte stewigheid het;

los teëls op oppervlakke lê sonder om dit vas te sit, mits geen gereedskap gebruik word nie;

materiaal en goedere op- en aflaai;

asfaltmacadam meng, materiaal op aanbringplek aflaai en

plaas, rolwerk met handrollers verrig;

masjinerie olie en ghries wanneer dit nie aan die gang is nie;

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

roes en ketelsteen verwyder van yster- of staaloppervlakke,

mits geen chemikalieë gebruik word nie;

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

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

oppervlakke wat voorheen afgewit is of ander oppervlakke afskraap en afvryf, uitgesonderd herstelwerk aan die oppervlakke;

mure of ander oppervlakke afskraap of afwas met die doel om dit te verf: Met dien verstande dat geen gereedskap wat gewoonlik deur skilders gebruik word, gebruik word nie, of dat geen werk van 'n ambagsman verrig word nie;

grouting of joints in bricks and tile floors and cleaning off; laying and levelling of concrete, operating a concrete vibrator, and assisting in screeding under supervision;

lime washing and the use of tar or similar products on buildings occupied and latrines used by Bantu and rough timber such as joists and underside of floors: Provided, however, that lime washing in connection with buildings and/or latrines during their erection or within 60 (sixty) days of completion of any building shall be excluded from this definition;

mixing mastic asphalt in pots, carrying mixed material to site of laying and rubbing up laid mastic until cold under supervision; attending to fires and cleaning up;

operating guillotine for brick cutting;

painting or spraying of asphaltic and/or other composition sheeting and roofs with bituminous based aluminium paints under supervision;

painting of joints and backs of stone with water-proofing compound;

preservation painting of all builders' plant;

priming of surfaces with bitumastic or water-proofing compound;

stripping shuttering under supervision;

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

tamping of the filling in moulds, excluding the use of plasterer's trowels;

wedging up wood props under supervision;

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

assisting artisans or higher graded workers wherever necessary, but not to perform such higher graded work;

"building assistant, Grade II," means an employee engaged in any or all of the following operations:

Assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;

assisting artisans in the application of glue to tenons or wood surfaces prior to cramping or pressing;

applying of floor polish; baling waste or scrap metal by hand or machine;

carrying mortar, bricks, stone, concrete or other materials;

cleaning mortices;

cleaning of glass after glazing;

cleaning completed frames in preparation for puttying;

cleaning of moulds, work benches, yard premises, tools;

cleaning down of teak or other hard woods by using solvents and steel wools;

coupling steel windows and door frames under supervision;

cutting scaffold poles or props by bow or two-handed saw;

cutting dampcourse and placing in position;

cutting of toothings and indents for bonding brickwork;

cutting hoop iron, bending and holing;

cutting up scrap metal by hand;

digging or taking out soil for foundations, trenches, drains and channels;

drawing off material from all woodworking machines;

excavating in ground, soft and hard rock, and using a jackhammer and removing excavated stone and soil;

gauging sand, stone and cement;

gauging sizes of wall and floor tiles;

hoisting of steel and laying into position under supervision;

hoisting shuttering and placing in position but not fixing;

the use of rollers or other appliances for the purpose of bedding down flooring materials after setting or laying;

kneading of putty to correct consistency;

laying of loose tiles on surfaces without bedding provided no tools are used;

loading and unloading materials and goods;

mixing asphalt macadam, dumping and placing material at laying site, rolling with hand rollers;

oiling and greasing machinery when not in operation;

preparing roofs, including scraping and wire-brushing, prior to painting;

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

removing loose or flaking paint from gutters, drain-pipes or other surfaces: Provided that when a blow lamp or paint solvent is being used, the work shall be performed under supervision;

removing plaster from steel or wood surfaces in new buildings prior to painting;

scraping and rubbing down previously lime-washed or other surfaces, but not to include repairing of such surfaces;

scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used or

artisans' work is done;

nuwe gegalvaniseerde oppervlakke afwas voordat dit geverf word, en nuwe gegalvaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verfoplosmiddel gebruik word; skuurmiddels van alle soorte, met inbegrip van vryfmiddels, met die hand gebruik op voorbereidingswerk wat in verband met verf- en spuitverf verrig word, insluitende die gebruik van skuurpapier wat nie van 'n fyner graad is nie as Oakey se No. 2-sterkte of die ekwivalent daarvan, vir enigeen van hierdie skoonmaakprosesse, uitsluitende die gebruik van ander borsels as skrop- of draadborsels;

voë tussen stene uitkrap en oppervlakke gereedmaak vir pleisterwerk;

vlekke en sement van klip, kunsklip, leiklip, terra cotta of dergelike oppervlakke met karborundumblokke of vryfmasjiene verwyder;

afgewerkte voorvlakke van produkte met die hand afskraap deur 'n staaldraadborsel of 'n skropborsel te gebruik;

materiaal met 'n skopgraaf in dagha- of betonmengmasjiene invoer of daaruit verwyder, sand sif en dagha of beton meng deur skopgrawe te gebruik;

voë van vorms onder toesig met die hand met gips toestop of deur gebruik te maak van 'n stukkje blik;

timmerhout onder toesig met verduursamingsmiddels behandel; dakteëls met draad vasbind;

steen- en betonwerk met skropborsels afwas en gebruikte stene skoonwerk;

ambagsmanne- of werkers van 'n hoër graad bystaan, wanneer nodig, sonder om sodanige werk van 'n hoër graad te verrig.

Let wel.—Vir die toepassing van die woordskrywings "bousassistent, graad I," en "bousassistent, graad II," beteken die uitdrukking "onder toesig" die toesig van 'n ambagsman, voorman of werksman, graad I;

"Bouwyerheid" of "Nywyerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywyerheid 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 bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en ook alle werk wat uitgevoer of verrig word deur persone daarin, wat by ondergenoemde ambagte of onderafdelings daarvan betrokke is, maar nie klerklike werknemers en administratiewe personeel nie, en ook nie die bedrading van of installering in geboue van verligtings-, verwarmings- of ander permanente elektriese toebehore, en die installering, onderhoud of herstel van hysers in geboue en/of bouwerke nie;

Asfaltwerk waarby inbegrepe is die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate, met geglasuurde of ongeglasuurde oppervlakke of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfaltmestik of emulsie-asfalt of bitumen gebruik word of nie en of dit warm of koud op sodanige dakke, vloere of fondamente of in sodanige kelders aangewend word of nie;

messelwerk waarby inbegrepe is betonwerk en die aanbring van betonblokke (waar dagha gebruik word, platblokke of plate), betoëling van mure en vloere, voegstryking by baksteenwerk, voegwerk, plaveiwerk, mosaïekwerk, voorwerk met leiklip, marmer en komposisiemateriaal, rioolaanlegwerk, leiklipwerk en pandekking;

lakwerkwark waarby inbegrepe is politoerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof;

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

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

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 vloerbetoëling, die bediening van 'n Mall en Biax- of dergelike tipe draagbare draaiskyfmasjiene, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klip-poleermasjinerie en die skerpmak van klipmesselarsgereedskap, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat sodanige artikel vervaardig of berei in die gebou of bouwerk aangebring word of nie;

washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blow lamp or paint solvent is being used;

use of abrasives of all kinds by hand, including rubbing compounds, on preparatory work in painting and spraying, including the use of sandpaper of a grade not finer than Oakey's No. 2 strong or equivalent for any of these cleaning processes, but excluding the use of brushes other than scrubbing brushes or wire brushes;

racking out of brick joints and preparation of surfaces for plastering;

removing stains and cement on stone, artificial stone, slate, terra-cotta, or similar surfaces with carborundum blocks or rubbing machines;

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

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

stopping of joints of moulds by hand with plaster of paris or with the use of a piece of tin, under supervision;

treating of timber with preservative under supervision;

tying of roof tiles with wire;

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

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

Note.—For the purposes of the definitions of "building assistant, Grade I," and "building assistant, Grade II," the expression "under supervision" shall mean under the supervision of an artisan, foreman, or operator, Grade I;

"Building Industry" or "Industry" means without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering, buildings or structures and/or the making of articles for use in the erection, completion or alteration of buildings or structures, whether the work is performed, the material is prepared, or the necessary articles are made on the sites of buildings or structures or elsewhere, and shall include all work executed or carried out by persons therein, who are engaged in the following trades or subdivisions thereof, but shall not include clerical employees and administrative staffs, nor the wiring of, or installation in buildings of lighting, heating or other permanent electrical fixtures and the installation, maintenance or repair of lifts in buildings and/or structures;

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 emulsified asphalts or bitumens applied either hot or cold to such roads, floors or basements or foundations;

bricklaying which includes concreting and the fixing of concrete blocks (where mortar is used, slabs or plates), tiling of walls and floors, jointing of brickwork, pointing, paving, mosaic work, facing work in slate, in marble and in compositions, drainlaying, slating and roof tiling;

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 articles used and shall include cupboards, kitchen dressers or other kitchen fixtures which accrue to the building as a permanent portion thereof;

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 mason's tools whether or not the fixing in the building or structure is done by the persons making or preparing the articles used;

metaalwerk, wat die volgende insluit: Die aanbring van staal-plafonne, metaalvensters, metaaldeure, sierrmetaalwerk, metaalrame en metaaltrappe, boumetaalwerk, en ook die vervaardiging en/of aanbring van getrokke metaalwerk, en plaat- of uitgedrukte metaal, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

verfwerk, wat die volgende insluit: Versierwerk, muurplakwerk, distemperwerk, kleurkalkwerk, beits-, vernis-, en vlamskilderwerk, marmering, spuitverfwerk, letterskilderwerk en muurversiering;

pleisterwerk, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe draagbare draaiskyfmasjien, buigsame sny- en afwerkmasjien, voorafgegiëte of kunsklipwerk, muur- en vloerbeteëling, plavei- en mosaïekwerk, plaatgaaswerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

loodgieterswerk, wat die volgende insluit: Loodlaswerk, gasaanleg, sanitêre en huisingenieurswerk, rioolaanleg, kalfaatwerk, ventileerwerk, verwarming, die aanlê van warm en koue water, stookaanleg en die vervaardiging en aanbring van loodgiertoebehore uit plaatmetaal, afgesien daarvan of die artikel wat gebruik word, deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie;

winkel-, kantoor- en bankuitrustingwerk wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterkerms, vertoonkaste, toonbanke, skermes en los en vaste binnetoehore;

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

houtwerk wat die volgende insluit: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerk, masjienwerk, draaiwerk, houtsniewerk, die aanbring van gegolfde sinkplate, klank- en akoestiekmetaal, kurk- en asbesisolasië, houtdraaiwerk, komposisieplafon- en muurbedekking, die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blok- en ander vloerwerk, met inbegrip van hout, linoëum, rubberkomposisie, asfaltiese kurkvloerbedekking met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe draagbare draaiskyfmasjien, buigsame sny-, afwerk- en poleermasjien, bekisting en/of bereiding van vorms vir beton, afgesien daarvan of die artikel wat gebruik word deur die persoon wat dit vervaardig of berei in die gebou of bouwerk aangebring word of nie: Met dien verstande egter dat as linoëum gelê word deur die verskaffer daarvan wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêerwerk gepaard gaan met die verkoop van sodanige linoëum en geen deel uitmaak van die regstreekse koste van die klant nie;

“Raad” die Nywerheidsraad vir die Bounywerheid, Oos-Londen, geregistreer in gevolge artikel 19 van die Wet;

“gevaarlike werk” alle werk—

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

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

(c) wat in ou riele verrig word;

(d) wat op of van 'n hangsteier, 'n bootsmansstoel, of 'n dak wat meer as 7,5 m bokant die grond is, verrig word aan die buitekant van 'n gebou (uitgesonderd 'n nuwe gebou wat in aanbou is) in verband met die opknapping, verbouing of herstel van so 'n gebou;

“drywer” 'n werknemer wat 'n meganiese voertuig dryf, en by die toepassing van hierdie woordomschrywing omvat die uitdrukking “'n meganiese voertuig dryf” alle tydperke wat hy dryf, alle tyd wat hy bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

“hoodwerk”, sonder om die gewone betekenis van die uitdrukking te beperk, alle werk wat nie in die gewone werke soos voorgeskryf in klousule 8 verrig kan word nie, en noodsaaklik is ten einde die gesondheid en 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 geweld daad sonder versuim verrig moet word;

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

painting which includes decorating, paper hanging, distempering, colour washing, staining, varnishing, graining, marbling, spraying, signwriting and wall decoration;

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

plumbing which includes lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire installation and the making and fitting of plumbing fixtures from sheet metal, 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 construction which includes the fixing of all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any other form which form part of a building or structure;

woodworking which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal, block and other flooring, including wood, linoëum, rubber composition, asphalt based floor coverings of 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 linoëum by a supplier whose main business is in the commercial distributive trade shall be excluded from this definition when such laying is incidental to the sale of such linoëum and forms no portion of the direct cost to the customer;

“Council” means the Industrial Council for the Building Industry, East London, registered in terms of section 19 of the Act; dangerous work means any work—

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

(b) performed in connection with underpinning and shoring;

(c) performed in old sewers;

(d) performed on the outside of a building (other than in the course of erection of a new building) on or from a swinging scaffold, boatswain's chair or a roof at a height of more than 7,5 m from the ground level, in connection with the renovation, alteration or repair of such building;

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

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

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

"werksman, graad I," 'n werknemer wat een van of al die volgende werksaamhede verrig:

By messel- en pleisterwerk:

Mangate bou, uitgesonderd bankwerk;
mure met blokke bou;
aan die hoof staan van bou-assistente, graad I, wat beton gelykmaak en afvlak;
steiers oprig;
aan die hoof staan van werknemers wat bekisting afbreek;
plaatgaas aan timmerhout heg;
betonpaneelmure vir opslaanhuiseenhede in gietvorms by die fabriek afstryk;
voegstryking van baksteenwerk;
lei- of baksteenplaveisel lê, met inbegrip van bedwerk en voegstryking;
stormwaterriole lê;
'n roterende soliedeskyftipe masjien wat sement of granolitiese vloere afvlak, bedien wanneer sodanige masjien gebruik word vir voorbereidingswerk voordat 'n ambagsman die vloere verder afwerk;
flodderwerk;
akoestiek materiaal aan mure en plafonne spuit;
gepleisterde oppervlakke met 'n reihout afvlak.

By verfwerk en beglasing:

Alle werk ter voorbereiding vir die aanbring van Kenitex of dergelike materiaal volgens 'n meganiese metode;
droë distemper aanbring;
stryksellae aanbring;
die eerste laag P.V.A. aanbring;
die eerste lae op oppervlakke wat in die winkel van 'n grondlaag voorsien is of wat nie gevef is nie, aanbring in verf-, beits- en verniswerk, uitgesonderd daardie werksaamhede wat deur 'n ambagsman verrig word;
distemper aanbring wat met olie aangemaak is;
by opknappingswerk: Afstroop, verheldering, bywerk en soortgelyke werksaamhede ter voorbereiding vir die aanbring van afwerklae deur 'n ambagsman;
die aanbring van witkalk en sementstryksel op alle oppervlakke, uitgesonderd soos in die woordskrywing van "bou-assistent, graad I," bepaal is;
die aanbring van 'n vloebare herverglanser op baksteenwerk of slasto;
grondlae aan alle oppervlakke aanbring;
grondlae aan vensters en sponnings aanbring voordat ruite ingesit word;
die bespuiting van dakke met Kenitex of dergelike stowwe;
die aanbring van dekoratiewe bitumastiek aan rioolpype;
die aanbring van verf op dakke, geute en geutpype.

By skrynerwerk, houtmasjienwerk, winkel-, kantoor- en bankuitrustingswerk:

Alle tipes werk waar die getal artikels so groot is dat sodanige artikels aanmeekaargesit kan word volgens setmate wat deur 'n ambagsman gemaak en opgestel moet word;
deure, rame, skuiframe en dergelike skrynerwerk van standaardpatrone aanmeekaarsit;
planke en blaie vasklamp of las;
rame, deure en blaie klamp;
wie met die hand saag en afwerk;
gate met 'n masjien boor;
bord aan voorkante van raamwerk aanbring in werkwinkel;
dwarssaagmasjiene voer;
ruitkraallyste en -plaatstukke aanbring;
rame aanmeekaarsit met kartelkramme;
randstukke aan rakke en platbordstukke wat in massa in werkwinkels geproduseer is, lym en vassit;
handskuurwerk verrig of meganiese handskuurders bedien;
massaproduksie van kaswerk—

- volgens standaardsetmate aanmeekaarsit;
 - drabalke en plinte volgens setmate in kaste aanbring;
 - kaste volgens setmate aanmeekaarsit;
 - skarniere volgens setmate aan kasdeure aanbring;
 - handvatsels en knippe volgens setmate aan kaste aangebring;
- tapgate in deure maak of gate daarin boor vir slotte;
rugstukke aan toebehore vasspyker;
laaie en bakke (met inbegrip van bome) in werkwinkel vasspyker;
outomatiese pers bedien;
deur- of vensterraamklampe bedien;
trommel- en bandskuurmasjiene bedien;
randafwerkmasjiene bedien;

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

"operator, Grade I," means an employee engaged in any or all of the following operations:

In bricklaying and plastering:

Building of manholes excluding benching;
building walls of blocks;
in charge of building assistants, Grade I, engaged in laying, levelling and screeding concrete;
scaffold erecting;
in charge of employees engaged in stripping shuttering;
fixing metal lathing to timber;
floating up of concrete panel walls in moulds at the factory for prefabricated housing units;
jointing of brickwork;
laying of slate or brickpaving including bedding and jointing;
laying of stormwaterdrains;
operating a rotating solid disc type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing by an artisan;
slushing;
spraying acoustic material on walls and ceilings;
the ruling down of plastered surfaces.

In painting and glazing:

All work preparatory to the application of Kenitex or similar materials by mechanical means;
applying dry distemper;
applying filler coats;
applying first coat of P.V.A.;
applying first coats to shop primed or unpainted surfaces in painting, staining and varnishing, but excluding those operations performed by an artisan;
applying oil-bound distemper;
in renovation work: Stripping, sparkling, touching up and similar operations preparatory to the application by an artisan of finishing coats;
the application of lime-wash and cement wash to all surfaces, except to the extent provided for in the definition of "building assistant, Grade I,";
the application of any liquid reviver to brickwork or slasto;
priming to all surfaces;
priming windows and rebates before glazing;
spraying of roofs with Kenitex or similar materials;
the application of decorative bitumastic to sewerage pipes;
the application of paints to roofs, gutters and downpipes.

In joinery, woodmachining, shop, office, and bank fitting:

All types of work where the quantity of any article is so large that it can be assembled in jigs which must be made and set up by an artisan;
assembling of standard pattern doors, frames, sashes and similar joinery;
clamping up or joining of boards and tops;
cramping frames, doors and tops;
cutting and trimming of wedges by hand;
drilling holes by machine;
facing framing with boards in workshop;
feeding cross-cut machines;
fixing of glazing beads and flats;
framing with corrugated fasteners;
glueing and fixing edging to shelves and flat board mass produced in workshop;
hand sanding or operating mechanical hand sanders;
mass production of cupboard work:
(a) Assembling in standard jigs;
(b) fitting bearers and plinths to cupboards in jigs;
(c) assembling cupboards in jigs;
(d) fitting hinges to cupboard doors in jigs;
(e) fitting handles and catches to cupboard in jigs;
morticing or drilling of doors for locks;
nailing backs to fittings;
nailing up drawers and trays (including bottoms) in workshop;
operating automatic press;
operating door or sash clamps;
operating drum and belt sanders;
operating edge trimming machines;

houtwerkmasjiën in 'n werkwinkel onder toesig bedien;
fineer- of gewone paneelwerk of paneelwerk met vyanide/byna-
last bedek, wat van spaanderbord of gips of asbessement ver-
vaardig is, in posisie plaas en die dekstroke in posisie druk;
blaaie van toonbanke en dergelike oppervlakke skuur.

By loodgieterswerk:

Lood-, koper-, plastiek- of ander soorte pype aanmeekaarsit en
aanbring vir afval-, riool-, water- (warm of koud), sentrale ver-
warmings-, verkoelings-, stook-, gas of dergelike installasies wan-
neer in massaproduksie-eenhede vir behuising in werkwinkels
aanmeekaarsit en gemonteer;

geute en geutpype van asbes, gegalvaniseerde yster, plastiek
of ander materiaal, uitgesonderd geutpype in pilare, aanmeekaarsit
en vassit;

lasse in gietysterpype kalfater, uitgesonderd loodkalfaterwerk;
plaatmetaalwerk aanbring;

voegstrykwerk, uitgesonderd bitumenvoegstrykwerk aan speel-
latrinepanne, verrig;

buig- en/of fatsoeneermasjiene bedien;

klinknaelwerk op terrein verrig.

By timmerwerk:

Alle betonvormwerk;

Met kraggereedskap tapgate vir slotte en skarniere maak vol-
gens setmate of leiplate;

dakspare, kaplatte, drabalke, planke, dakvilt, latwerk, plafon-
planke, muurplate, balke en vloerplanke vassit, saag en gate daarin
boor.

By timmerwerk (dakwerk):

Stroke vir asbesleie, -plate en -dakpanne in voorafgemerkte
posisies vassit;

dakbedekking van golfyster en asbes aan staalagterwerk vassit;
geute, geutpype en toebehore van asbes, metaal of ander mate-
riaal in posisie vassit;

plate, nl. "Big Six"-plate en plate van Kanadese patroon, van
veselglas, pvc, plastiek en aluminium, of plate van enige ander
materiaal, en toebehore in posisie vassit;

waterdigtingsplate vassit;

voegstrykwerk aan asbes- en metaalgeute verrig;

pan- en leidekwerk aan dakke verrig;

"werksman, graad II," 'n werknemer wat een van of al die
volgende werksaamhede verrig:

Rubberlym aan sementteëls op dakke aanbring met behulp van
'n koolborsel;

lasse in riole onder toesig kalfater;

onder toesig materiaal voer, in houtwerkmasjiene met roltoe-
voer;

metaalvensters in hout- of metaalomrandings vassit;

staalveerklemme aan aluminiumdekstroke vassit;

Q.C.-dekplate aansit;

vlambehandeling onder toesig;

kleefstowwe meng, aanbring en spreid ter voorbereiding vir die
lê van vloerblokke, vloerteëls, dunvloerbedekking en dergelike
materiaal;

onder toesig beton met behulp van 'n masjiën meng;

'n karborundum saag vir steensaagwerk bedien;

'n duntermasjiën, uitgesonderd 'n handduntermasjiën, bedien;

'n hystoestel bedien;

klippoleermasjiene en kompressors vir klipwerk bedien;

'n kragaangedrewe slypmasjiën op metaal bedien of vylwerk
met die hand verrig;

'n elektries aangedrewe baanskuurmasjiën bedien, met gebruik-
making van skuur-/waterpapier van graad 400 tot graad 120;

'n sandstralingsmasjiën onder toesig bedien;

stopverfbed aanbring en oorskietstukies daarvan onder toesig
verwyder;

blokke lê wat nie in dagha of mastik gelê word nie, sonder
om die gereedskap van 'n ambagsman te gebruik;

blokke volgens setmate in dagha of mastik lê, sonder om die
gereedskap van 'n ambagsman te gebruik;

"oortydwerk" alle tyd wat daar meer as die werkure in klou-
sule 8 voorgeskryf, gewerk word;

"stukwerk" 'n werkstelsel waarvolgens die minimum loon waar-
op 'n werknemer geregtig is, bereken word slegs op die hoeveel-
heid werk gedoen, of die werkproduksie, afgesien van die tyd
wat aan sodanige werk bestee is;

"bouwerk" ook mure, grens-, tuin- en keermure, monumente en
alle soorte gedenkstene;

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

"werkende werkgewer" of "vennoot" 'n werkgewer of 'n ven-
noot in 'n vennootskap wat 'n werkgewer is en self werk verrig
wat in die woordomsyning van die "Bouwyerheid" ingesluit
word.

operating woodworking machine in a workshop under super-
vision;

placing veneered or plain or byanide/bynalast clad panels
of a chipboard or gypsum or asbestos cement manufacture in
position and pressing the holding cover strips in position;

sandpapering of counter tops and similar surfaces.

In Plumbing:

Assembling and fitting of lead, copper, plastic, or other types
of piping for waste, soil, water (hot or cold), central heating,
cooling, fire, gas or similar installations when assembled and
fitted in workshop in mass produced units for housing;

assembling and fixing of asbestos, galvanised iron, plastic or
other material gutters and downpipes, excluding downpipes in
columns;

caulking of joints to cast iron pipes, excluding lead caul-
king;

fitting of sheet metal work;

jointing, other than bitumen jointing to w.c. pans;

operating bending and/or body forming machines;

rivetting on site.

In carpentry:

All concrete formwork;

morticing for locks and hinges, using jig or template, with
power tools;

the fixing, cutting and drilling of rafters, purlins, bearers,
boarding, roofing felt, branderling, ceiling boards, wallplates,
joists and floor boards.

In carpentry (roofing):

Fixing battens for asbestos slates, sheets and tiles in premarked
position;

fixing corrugated iron and asbestos roofing to steel backing;
fixing in position asbestos, metal or other material gutters,
downpipes and accessories;

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

fixing waterproof sheeting;

jointing to asbestos and metal gutters;

roof tiling and slating;

"operator, Grade II," means an employee engaged in any or all
of the following operations:

Applying solution to cement tiles on roofs, using a block
brush;

caulking of joints in drains under supervision;

feeding material to roller-feed wood-working machine under
supervision;

fixing metal windows into wood or metal surrounds;

fixing of steel spring clips to aluminium cover strips;

fixing of Q.C. Decking Plates;

flame treatment under supervision;

mixing, application and spreading of adhesives preparatory
to the setting of flooring blocks, tiles, sheeting and similar
materials;

mixing concrete by machine under supervision;

operating a carborundum saw for brick cutting;

operating a dunter, excluding a hand dunter;

operating a hoist;

operating stone polishing machinery and compressors for
stone work;

operating a power driven grinding machine on metal or filing
by hand;

operating an electrically driven orbital sander using sand/water
paper of a grade from 400 to 120;

operating sand blasting machine under supervision;

the application of back putty and cleaning off excess tags
thereto under supervision;

the laying of blocks not bedded in mortar or mastic, where
no artisan's tools are used;

the laying to jigs of blocks, bedded in mortar or mastic, where
no artisan's tools are used;

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

"piece-work" means any system of work under which the
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;

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

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

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

4. LONE

(1) Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse werknemers in sy diens moet betaal, is as volg:

Klas werknemer	Per uur Sent
(a) Bou-assistent, graad I.....	24
(b) Bou-assistent, graad II.....	22
(c) Drywer van 'n meganiese voertuig met 'n netto dra-vermoë van—	
tot en met 1 814 kg.....	33
meer as 1 814 kg tot en met 4 536 kg.....	40
meer as 4 536 kg.....	44
(d) Bediener van 'n kragkraan.....	45
(e) Werksman, graad I.....	45
Werksman, graad II.....	30
(f) Ambagsman.....	105

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

(2) Die lone in subklousule (1) (f) voorgeskryf, is onderworpe aan die volgende jaarlikse aanpassings met ingang van die eerste betaaldag na die publikasie van die *Staatskoerant* in Januarie elke jaar, wat die verandering in die indeks-syfer weergee. "Indeks-syfer" beteken die gemiddelde verbruikersprysindeks-syfer vir Oos-Londen, wat betrekking het op alle items soos ten opsigte van genoemde gebied vergeleke met homself in April 1970 deur die Sekretaris van Statistiek in die *Staatskoerant* gepubliseer:

(a) Die aanpassing geskied teen 'n verhoging of verlaging van 1 sent per uur vir elke kerftoename of -afname van 1,284 punte van die verbruikersprysindeks-syfer, op die grondslag dat 100 punte gelyk is aan R1.

(b) Vir die toepassing van hierdie subklousule beteken "kerf" elke voltooide stadium van 1,284 punte waarmee die indeks-syfer bokant 100 styg of daaronder daal, nl. 'n styging tot 101,284; 102,568; 103,852; ens. of 'n daling tot 98,716; 97,432; 96,148; ens.

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

(4) *Betaling vir gevaarlike werk*.—Benewens die loon voorgeskryf in subklousule (1), moet 'n werkgewer sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur wat sodanige werknemer gevaarlike werk doen.

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

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

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

5. KONTRAK VIR "SLEGS ARBEID"

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

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

Vir die toepassing van hierdie klousule omvat die term "kontrak slegs vir arbeid" enige kontrak waarvoor die kontrakteur of werkgewer nie die nodige materiaal vir die uitvoering van die kontrak of die verrigting van die werk verskaf nie.

7. BETALING VAN LONE, OORTYD- EN ANDER BESOLDIGING

(a) Lone, oortydverdiens en alle ander besoldiging wat verskuldig is, moet weekliks gedurende werkure en nie later nie as 4.30 nm. op Vrydae, of by diensbeëindiging indien dit voor die

4. WAGES

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

Class of employee	Per hour Cent
(a) Building assistant, Grade I.....	24
(b) Building assistant, Grade II.....	22
(c) Driver of a mechanical vehicle with a net carrying capacity—	
up to and including 1 814 kg.....	33
over 1 814 kg up to and including 4 536 kg.....	40
over 4 536 kg.....	44
(d) Operator of power crane.....	45
(e) Operator, Grade I.....	45
Operator, Grade II.....	30
(f) Artisan.....	105

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

(2) The wages prescribed in subclause (1) (f) shall be subject to the following annual adjustments with effect from the first payday after publication of the *Government Gazette* in January each year, reflecting the change in the index figure. "Index figure" means the consumer price index figure for East London, relating to all items, as published by the Secretary for Statistics in the *Government Gazette* in respect of the said area compared with itself in April 1970:

(a) The adjustment shall be at the rate of 1 cent per hour increase or decrease for each notch of 1,284 points traversed by the index figure on the basis that 100 points equals R1.

(b) For the purpose of this subclause a "notch" means each completed stage of 1,284 points variation in the index figure upwards or downwards from 100 viz. upwards 101,284; 102,568; 103,852; etc. and downwards 98,716; 97,432; 96,148; etc.

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

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

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

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

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

5. "LABOUR ONLY" CONTRACT

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

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

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

6. PAYMENT OF WAGES, OVERTIME, AND OTHER REMUNERATION

(a) Wages, earnings for overtime and all other remuneration due shall be paid in cash weekly during work hours and not later than 4.30 p.m. on Fridays or on termination of employment

gewone betaaldag van die werknemer plaasvind, betaal word. As Vrydag 'n vakansiedag in die Bounywerheid is, moet betaling op die voorafgaande Donderdag geskied.

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

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

7. STAPTYD EN VERVOER

(1) Wanneer 'n werk buite 'n radius van ses myl maar binne 'n radius van agt myl vanaf die Hoofposkantoor, Oos-Londen, geleë is, moet die werkgever aan elke werknemer wat by sodanige werk werksaam is, 'n toelae van 3c betaal vir elke halfmyl of gedeelte van 'n halfmyl van die afstand wat die werk buite sodanige radius van ses myl geleë is.

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

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

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

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

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

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

8. WERKURE

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

(b) Ondanks subklousules (1) (a) en (4), kan 'n werkgever bou-assistente, graad I, en bou-assistente, graad II, toelaat om op 7-uur vm. op 'n werkdag te begin werk.

(2) Die gewone werkure van 'n werknemer mag hoogstens die volgende wees:

(a) In die geval van bou-assistente, graad I, bou-assistente, graad II, werksmanne, graad I, werksmanne, graad II, en 'n drywer van 'n meganiese voertuig—

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

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

(b) in die geval van alle ander werknemers—

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

(ii) agt en 'n half uur op 'n dag vanaf Maandag tot en met Donderdag, en agt uur op Vrydag.

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

(4) Met die toestemming van die Raad kan 'n werkgever werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk: Met dien verstande egter dat geen werknemer meer as een skof gedurende 'n tydperk van 24 uur mag werk nie, behalwe op die voorwaarde wat in klousule 9 van hierdie Ooreenkoms voorgeskryf word; en voorts met dien verstande dat, behoudens klousule 9 (2), 'n werknemer wat 'n skof werk wat na 5 nm. begin of na 8 vm. ophou, die loon betaal moet word wat in klousule 4 voorgeskryf word, plus 10 persent.

(5) Geen werknemer mag buite die ure voorgeskryf in, of wat vasgestel mag word ingevolge hierdie Ooreenkoms, of op 'n Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofedag of gedurende die jaarlikse vakansie-tydperk in klousule 19 voorgeskryf, terwyl hy nog in die diens

if this takes place before the ordinary pay day of the employee. When Friday is a holiday in the Building Industry, payment shall be made on the Thursday preceding.

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

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

7. WALKING TIME AND TRANSPORT

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

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

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

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

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

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

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

8. HOURS OF WORK

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

(b) Notwithstanding the provisions of subclause (1) (a) and (4) an employer may permit building assistants, Grade I, and building assistants, Grade II, to commence work at 7 a.m., on any working day.

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

(a) in the case of building assistants, Grade I, building assistants, Grade II, operators, Grade I, operators, Grade II, and a driver of a mechanical vehicle—

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

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

(b) in the case of all other employees—

(i) forty-two hours in any week from Monday to Friday, inclusive;

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

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

(4) With the consent of the Council an employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours except under the condition prescribed in clause 9 of this Agreement; and provided further that, subject to the provisions of clause 9 (2), an employee employed on a shift which commences after 5 p.m. or ceases later than 8 a.m. shall be paid the wages prescribed in clause 4 plus 10 per cent.

(5) No employee shall solicit, undertake or perform any work or ply his trade or any trade or subdivision thereof mentioned in the definition of "Building Industry" whether for remuneration or not, for or on behalf of any person, outside the hours prescribed in or as may be laid down in accordance with

van 'n werkgewer in die Bounywerheid is, enige werk aanvra, onderneem of verrig nie, of sy ambag of enige ambag of onderafdeling daarvan wat in die woordomskriving van die "Bounywerheid" gemeld word, uitoefen nie, afgesien daarvan of hy daarvoor besoldig word of nie en of dit vir of namens enigemand is of nie, tensy skriftelike toestemming vooraf van die Raad verkry is: Met dien verstande dat sodanige werknemer slegs vir homself mag werk.

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

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

9. OORTYDWERK

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

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

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

	Sent
(i) Bou-assistent, graad II.....	1
(ii) Bou-assistent, graad I.....	1
(iii) Drywer van 'n meganiese voertuig met 'n netto dra-vermoë van—	
tot en met 1 814 kg.....	3
meer as 1 814 kg tot en met 4 536 kg.....	4
meer as 4 536 kg.....	5
(iv) Bediener van 'n kragkraan.....	5
(v) Werksman, graad I.....	5
Werksman, graad II.....	4
(vi) Ambagsman.....	7,50

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

(i) benewens die twee uur oortyd wat van Maandag tot Vrydag per dag gewerk word;

(ii) voor 12-uur middag op Saterdag.

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

(i) na 12-uur middag op Saterdag;

(ii) op Sondag en tot 7.30 vm. op Maandag;

(iii) op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag of Geloftedag;

(iv) gedurende die jaarlikse vakansietydperk wat in klousule 19 voorgeskryf word.

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

(4) Mits die Raad skriftelik toestemming daartoe verleen en behoudens subklousules (2) en (3) mag loodgieters vir 'n maksimum tydperk van vier uur voor 12-uur middag op Saterdag een ambagsman en een bou-assistent, graad II, vir gereedheidsdiens hou.

Vir die toepassing van hierdie subklousule beteken "gereedheidsdiens" dat 'n werknemer op sy pos gehou word gereed om vir noodsaaklike dienste en/of noodwerk uitgeroep te word.

10. DIENSBEEINDIGING

'n Werknemer wat sy diens by 'n werkgewer wil beëindig, en 'n werkgewer wat die diens van 'n werknemer wil beëindig, moet aan die werkgewer of die werknemer, na gelang van die geval, die volgende tydperke kennis gee van sodanige diensbeëindiging:

(a) In die geval van bou-assistente, graad II, gedurende hul eerste week diens, een uur kennis;

(b) in die geval van bou-assistente, graad II, na voltooiing van een week diens, 24 uur kennis;

(c) in die geval van timmermans en skrynwerkers, minstens twee uur kennis, en gedurende dié tydperk moet sodanige werknemer toegelaat word om sy gereedskap in orde te bring;

(d) in die geval van alle ander werknemers, minstens een uur kennis:

Met dien verstande dat diens in geen geval mag eindig voor die uitskeityd wat in klousule 8 voorgeskryf word nie.

this Agreement, nor on Saturdays, Sundays, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, or during the annual holiday period specified in clause 19, whilst in the regular employ of an employer in the Building Industry, except where the prior consent of the Council has been obtained in writing: Provided that such an employee may perform work for himself only.

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

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

9. OVERTIME

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

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

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

	Cent
(i) Building assistant, Grade II.....	1
(ii) Building assistant, Grade I.....	1
(iii) Driver of a mechanical vehicle with a net carrying capacity—	
up to and including 1 814 kg.....	3
over 1 814 kg up to and including 4 536 kg.....	4
over 4 536 kg.....	5
(iv) Operator of power crane.....	5
(v) Operator, Grade I.....	5
Operator, Grade II.....	4
(vi) Artisan.....	7,50

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

(i) in excess of two hours overtime worked per day from Mondays to Fridays;

(ii) prior to noon on Saturdays;

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

(i) after noon on Saturdays;

(ii) on Sundays and until 7.30 a.m. on Mondays;

(iii) on Good Friday, Easter Monday, Ascension Day, Republic Day, or the Day of the Covenant;

(iv) during the annual holiday period prescribed in clause 19.

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

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

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

10. TERMINATION OF EMPLOYMENT

An employee desirous of terminating an engagement with an employer, and an employer desirous of terminating the services of an employee, shall give the following periods of notice of such termination of employment to the employer or employee, as the case may be:

(a) In the case of building assistants, Grade II, during the first week of employment, one hour's notice;

(b) in the case of building assistants, Grade II, after the completion of one week of employment, 24-hours' notice;

(c) in the case of carpenters and joiners, not less than two hours' notice, during which period such employee shall be allowed to put his tools in order;

(d) in the case of all other employees, not less than one hour's notice:

Provided that employment shall not in any case terminate before the finishing time prescribed in clause 8.

11. BEWARING EN VERSKAFFING VAN GEREEDSKAP

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

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

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

(a) *Asfaltwerkers*—rollers, kwaste, reihoute wat 2,40 m of langer is, kapstewels, handskoene en oorpakke.

(b) *Timmermans*—alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore wat langer as 30 cm is, alle hamers van meer as 1 800 gm en sac om asbesdakbedekking mee te saag.

(c) Vyle om sae wat gebruik word om asbes- en soortgelyke harde materiale mee te saag, skerp te maak.

(d) *Klipmesselaars en klipkappers*—

(i) gereedskap om graniet of harde klip mee te bewerk, en kloue;

(ii) geskikte skure vir klipkappers, en die dak van sodanige skuur moet minstens 3 m hoog wees. Hierdie reël is nie op klein werkies by bouterreine van toepassing nie;

(iii) 'n werknemer om al die gereedskap skerp te maak.

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

(f) *Pleisteraars*—daghaplanke en staanders van geskikte hoogte, rollers, reihoute wat 2,40 m of langer is, en spesiale gereedskap vir granoliet.

(g) *Loodgieters en gasaanlêers*—

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

(ii) afsteekpenne en klinkstawe en bore wat groter is as 6 mm;

(iii) draadnygereedskap soos stokke, snymoere, snytappe en sperratte;

(iv) pypsnyngereedskap en skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepel;

(vii) beitels, ponse en muurpenne wat langer as 22,5 cm is;

(viii) soldeerboute;

(ix) vyle en ystersaaglemme;

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

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

(xii) plaatmetaalwerkershamers en swaar klophamers;

(xiii) ponse wat meer as 6 mm in deursnee is, hol of platpunt;

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

12. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Werkgewers en werknemers moet die volgende reëls nakom:

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

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

(a) Oppervlakke afwerk;

(b) oor die oprigting en bevestiging van wapening toesig hou;

(c) oor die gelykmaking van beton en ander betonwerk toesig hou;

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

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

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

11. STORAGE AND PROVISION OF TOOLS

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

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

(3) Employers shall provide in the case of:

(a) *Asphalters*—rollers, brushes, straight-edges of 2,40 m and over, top-boots, gloves and overalls.

(b) *Carpenters*—all cramps, handscrews, glue-brushes, wrenches, crow-bars, augers and bits over 30 cm long, hammers over 1 800 gram and saws for asbestos roofing.

(c) Files for sharpening of saws used in cutting of asbestos and similar hard material.

(d) *Masons and stone-cutters*—

(i) tools for working granite or hard stone, and claws;

(ii) suitable sheds for stone-cutters, the roof of which shall not be less than 3 m high. This rule shall not apply to small jobs on building sites;

(iii) an employee to sharpen all tools.

(e) *Painters and paper hangers*—all tools except putty knives, scrapers, dusters and paperhangers' brushes and scissors.

(f) *Plasterers*—dagga boards and stands of suitable height, rollers, straight-edges of 2,40 m and over, and special granolithic tools.

(g) *Plumbers and gasfitters*—

(i) machines used in shop or on job;

(ii) stake and rivetting bars and drills over 6 mm in size;

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and fireports;

(vi) metal pot and large ladles;

(vii) chisels, punches and wall pins over 22,5 cm in length;

(viii) soldering irons;

(ix) files and hack-saw blades;

(x) mandrels over 5 cm in diameter;

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

(xii) sheet metal workers' mallets and heavy dressers;

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

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

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

Employers and employees shall observe the following rules:

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

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

(a) Finishing surfaces;

(b) supervising the erection and fixing of reinforcing;

(c) supervising the levelling and other concrete work;

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

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

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

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

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

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

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

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

(4) *Steiers.*—Werkgewers en werknemers moet onderstaande reëls nakom: Met dien verstande dat, vir sover daar bepalinge in die Regulasies Betreffende Bou-, Sloping- en Uitgrawingswerk afgekondig kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, vervat is wat onbestaanbaar is met die bepalinge van hierdie klousule, of wat nie in hierdie klousule verskyn nie, die bepalinge van genoemde regulasies van toepassing is. 'n Werkgewer moet verseker dat 'n steier vir werkmense verskaf word in alle gevalle waar werk nie veilig van 'n leer af of op 'n ander manier verrig kan word nie, en dat alle steiers behoorlik opgerig word van geskikte en gawe materiaal, dat dit opgerig word onder die regstreekse toesig van 'n ambagsman aan wie die werkgewer minstens die loon moet betaal soos in klousule 4 (1) (f) voorgeskryf.

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

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

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

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

(iii) Al wat nodig, moet planke wat vir steiers gebruik word, teen barste beskerm word.

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

(v) Gietysterspykers mag nie gebruik word nie.

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

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

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

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

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

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

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

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

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

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

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

A. *Maintenance and alteration of scaffolds.*—An employer shall ensure that all scaffolding is maintained in good and safe condition, and scaffolding shall not be taken down or substantially altered except under the direction of an artisan to whom the employer shall pay not less than the rate of pay as laid down in clause 4 (1) (f).

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

(i) The wooden parts used for scaffolds, gangways, runs and ladders shall be of good quality, shall have long fibres, shall be in good condition, and shall not be painted or treated in a manner likely to hide defects.

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

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

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

(v) Cast-iron nails shall not be used.

C. *Inspection and storage of materials.*—(i) Scaffold parts, including scaffolding machines and ropes and cables, shall be examined by a responsible person to whom the employer shall pay not less than the rate of pay as laid down in clause 4 (1) (f) on each occasion before erection and shall not be used on any occasion unless in every respect they possess the qualities required for their purpose.

(ii) Any rope that has been in contact with acids or other corrosive substances or is defective shall not be used.

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

D. *Supply and use of material and maintenance of scaffolds.*—(i) Sufficient materials shall be provided for and all be used in the construction of scaffolds.

(ii) (a) Every scaffold shall be maintained in good and proper condition and every part shall be kept fixed or secured so that no part can be displaced in consequence of normal use.

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

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

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

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

(ii) Die stewigheid van paalstaanders moet verseker word—

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

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

(c) op enige ander doeltreffende manier.

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

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

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

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

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

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

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

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

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

(vi) Geen plank wat vir 'n platform gebruik word, mag dunner as 1½ duim wees nie.

F. Leersteiers.—(i) Leersteiers moet gebruik word vir ligte werk wat min materiaal vereis (opknappingswerk, verfwerk, ens.).

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

(a) moet sterk genoeg wees; en

(b) moet—

(1) of in die grond ingeplant word tot op 'n diepte wat volgens die aard van die grond nodig is; of

(2) op voetplate of planke geplaas word sodat die twee staanders van elke leer altwee stewig op die voetstuk staan, en moet aan die onderkant so vasgemaak word dat hulle nie kan gly nie.

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

G. Stewigheid van paal-, saagpaal- en leersteiers.—(i) Elke steier moet op 'n doeltreffende en behoorlike manier verspan word.

(ii) Elke steier moet, tensy dit 'n onafhanklike steier is, stewig met die gebou verbind word op geskikte vertikale en horisontale afstande.

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

(iv) Al die strukture en toestelle wat as stutte vir werkplatforms gebruik word, moet goed opgerig wees, 'n stewige voetstuk hê en op 'n behoorlike wyse gestut en verspan wees om hulle stewig te maak.

(v) Los stene, rioolpype, skoorsteenpote of ander ongeskikte materiaal mag nie vir die bou of stutting van steiers gebruik word nie.

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

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

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

(c) behoorlik verspan en gestut word.

(b) No scaffold shall be partly dismantled and left so that it is capable of being used unless it continues to comply with these regulations.

E. Pole and gabbard scaffolds.—(i) Pole standards and the legs of gabbard scaffolds shall be—

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

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

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

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

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

(c) in any other sufficient way.

(iii) When two scaffolds meet at the corner of a building a pole standard shall be placed at the corner on the outside of the scaffolds.

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

(b) The ends of two consecutive ledgers at the same level shall be securely joined together at an upright except when special devices are used which ensure equivalent strength.

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

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

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

(d) The dimensions of the putlogs shall be appropriate to the load to be borne by them and the distance between two consecutive putlogs on which a platform rests shall be fixed with due regard to the anticipated load and the nature of the platform flooring.

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

(f) The requirements of paragraph (v) (e) of this regulation shall not apply in the case of platforms used for carrying light building materials only, but in the case of such platforms, the distance between the putlogs shall not exceed 6 feet 6 inches.

(vi) No plank used for a platform shall be less than 1½ inches thick.

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

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

(a) shall be of adequate strength; and

(b) shall either—

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

(2) be placed on sole plates or boards so that the two uprights of each ladder rest evenly on the base, and shall be fastened at the feet in such a manner as to prevent them from slipping.

(iii) If a ladder is used to extend another, the two shall overlap at least 5 feet and shall be securely fastened together.

G. Stability of pole, gabbard and ladder scaffolds.—(i) Every scaffold shall be sufficiently and properly braced.

(ii) Every scaffold shall, unless it is an independent scaffold, be rigidly connected with the building at suitable vertical and horizontal distances.

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

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

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

H. Cantilever or jib scaffolds.—(i) Cantilever or jib scaffolds shall—

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

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

(c) be properly braced and supported.

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

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

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

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

(ii) Kraanbalke moet—

(a) sterk en dik genoeg wees om die stewigheid en die stabiliteit van die steier te verseker;

(b) reghoekig met die voorvlak van die gebou aangebring word; en

(c) sorgvuldig gespaseer word om te pas by die kortelings en dekysters.

(iii) Die kraanbalke moet so ver van die gebou af uitsteek dat die platform so aangebring kan word dat dit nie meer as 4 duim van die voorvlak van die gebou af is nie.

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

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

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

(vi) Keerboute moet aan die end van elke kraanbalk geplaas word.

(vii) Die harpboute waarmee die kables aan die kraanbalke vasgemaak word, moet vertikaal bokant die trommelsenters van die windasse op die verskuifbare platforms geplaas word. Die oog van die kabel moet in die middel van die gebuigde beuel van die harpbout geplaas word.

(viii) Kortelings of dekysters moet gebruik word om die platforms te stut en moet stewig vasgemaak word sodat hulle nie kan verskuif nie. Dekysters moet op 'n doeltreffende wyse aanmekaargegheg word deur middel van spalkplate.

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

(a) te alle tye 'n veiligheidsfaktor van minstens 10 hê, gebaseer op die maksimum vraag wat die toue moet hou; en

(b) so lank wees dat daar ten minste nog twee draaie tou om elke trommel is wanneer die platform in sy laagste posisie is.

(x) Die steiermasjiene moet so opgerig en geïnstalleer word dat hul bewegende dele maklik geïnspekteer kan word.

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

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

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

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

(b) Die hangtoue moet 'n veiligheidsfaktor van minstens 10 hê.

(iv) Die maksimum lengte van die platform moet 26 voet wees.

(v) Die platform moet aan minstens drie toue hang wat nie meer as 10 voet van mekaar af is nie. Geen tussentou mag te eniger tyd stywer of slapper as enigeen van die toue aan die punte wees nie.

(vi) Die katrolblokke moet aan die platforms vasgemaak word deur middel van sterk ysterhoepels wat behoorlik vasgemaak is, om die kante en vloer van die platforms gaan en wat oë in die yster het waardeur die toue kan gaan.

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

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

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

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

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

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

(iii) If working platforms rest on bearers let into the wall the bearers shall be efficiently braced, shall go right through the wall and shall be securely fastened on the far side.

I. Bracket scaffold.—No figure or bracket scaffold supported or held by dogs or spikes driven into the wall shall be used unless the brackets are of suitable strength, are made of suitable metal and are securely anchored in the wall.

J. Heavy suspended scaffolds with movable platforms.—(i) Heavy suspended scaffolds shall comply with provisions of this regulation.

(ii) Outriggers shall be—

(a) of adequate strength and cross-section to ensure the solidity and stability of the scaffold;

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

(c) carefully spaced to suit the putlogs or deck irons.

(iii) The overhang of the outriggers from the building shall be such that the platform is fixed to hang not more than 4 inches from the building face.

(iv) (a) The outriggers shall be securely anchored to the building by bolts or other equivalent means.

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

(v) No counterweight shall be used as a means of securing the outriggers of such scaffolds.

(vi) Stop bolts shall be placed at the end of each outrigger.

(vii) The shackles serving to fasten the cables to the outriggers shall be placed vertically above the drum centres of the winches on the movable platforms. The eye of the cable shall be placed in the centre of the bent shackle bolt.

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

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

(a) have at all times a factor of safety of at least 10, based on the maximum load that the ropes may have to support; and

(b) be of such length that at the lowest position of the platform there are at least two turns of rope on each drum.

(x) The scaffolding machines shall be so constructed and installed that their moving parts are readily accessible for inspection.

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

K. Light suspended scaffolds with movable platforms.—(i) Light suspended scaffolds shall comply with the provisions of this regulation.

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

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

(b) The suspension ropes shall have a factor of safety of at least 10.

(iv) The maximum length of the platform shall be 26 feet.

(v) The platform shall hang on at least three ropes which shall not be more than 10 feet apart. No intermediate rope shall at any time be tauter or slacker than either of the end ropes.

(vi) The pulley blocks shall be fastened to the platform by stout iron bands which shall be properly secured, shall be continued round the sides and bottom of the platforms, and shall have eyes in the iron to receive the ropes.

(vii) Suspended scaffolds on which the workers sit to work shall be provided with devices to keep the platform at a distance of at least 12 inches from the wall and to prevent the workers from knocking their knees against the wall if the scaffold swings.

L. Other suspended scaffolds.—(i) A skip, large basket, boat-swain's chair or similar equipment shall only be used as a suspended scaffold in exceptional circumstances for work of short duration and under the supervision of a responsible person.

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

(a) it shall be supported by ropes having a safety factor of at least 10, based on the total load including the dead weight; and

(b) adequate precautions shall be taken to prevent the workers from falling out.

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

- (a) moet dit minstens 2 voet 6 duim diep wees; en
- (b) moet dit hang in twee sterk ysterhoepels wat stewig vasgemaak is en wat om die kante en vloer daarvan gaan en daar moet oë in die yster wees waardeur die toue gestee kan word.

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

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

(iii) Wanneer 'n steier gebruik word, moet daar gedurig gesorg word dat dit nie oorlaai word nie en dat materiaal wat nie nodig is nie, nie daarop gehou word nie.

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

- (a) moet die dele van die steier sorgvuldig geïnspekteer en, indien nodig, op 'n doeltreffende wyse versterk word;
- (b) moet daar voorkom word dat die kortelings enigszins beweeg; en
- (c) moet die staanders, indien moontlik, stewig aan 'n soliede gedeelte van die gebou vasgemaak word op die plek waar die hysuitrusting opgerig word.

(ii) Wanneer die platform van die hysuitrusting nie in 'n leë raam beweeg nie of wanneer dit waarskynlik is dat die wag in aanraking met die steier sal kom wanneer dit gehys of neergelaat word, moet 'n vertikale skutting wat die volle hoogte van die steier dek, aangebring word ten einde te voorkom dat wagte aan die steier vashaak.

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

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

- (1) dat dit in 'n stabiele toestand is;
- (2) dat die materiaal wat vir die oprigting daarvan gebruik is, geen defekte het nie;
- (3) dat dit toereikend is vir die doel waarvoor dit gebruik gaan word; en
- (4) dat die nodige beskermstrukture soos in hierdie Ooreenkomings voorgeskryf, aangebring is; en
- (b) moet in 'n goeie toestand gehou word solank dit gebruik word.

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

(ii) (a) Die platform moet wyd genoeg wees, met inagneming van die aard van die werk, en die wydte moet sodanig wees dat daar in elke gedeelte van die platform 'n onbelemmerde deurgang van minstens 1 voet 6 duim is wat vry is van vaste voorwerpe of materiaal wat daar geplaas is.

(b) In geen geval mag die wydte van die platform minder wees nie as—

- (1) een voet 6 duim, as die platform slegs as 'n staanplek gebruik word en nie om materiaal daarop te plaas nie;
- (2) drie voet, as die platform gebruik word om materiaal op te plaas;
- (3) drie voet 9 duim, as die platform gebruik word om 'n hoër platform te stut;
- (4) vier voet 6 duim, as dit 'n platform is waarop klip gekap of ru gefatsoeneer word;
- (5) vyf voet, as die platform gebruik word om 'n hoër platform te stut en as klip daarop gekap of ru gefatsoeneer word.

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

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

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

- (a) moet so dik wees dat dit, met inagneming van die afstand tussen die kortelings, veilig genoeg is, en die dikte moet in geen geval minder as 1½ duim wees nie; en
- (b) moet minstens 6 duim breed wees.

(vi) Geen plank wat deel uitmaak van 'n werkplatform, mag meer as viermaal die dikte van die plank by die eindstut daarvan verbysteek nie.

(iii) When a skip or large basket is used as a suspended scaffold—

- (a) it shall be at least 2 feet 6 inches deep; and
- (b) it shall be carried by two strong iron bands which shall be securely fastened, shall be continued round the sides and bottom, and shall have eyes in the iron to receive the ropes.

M. Transport and storage of materials on scaffolds—distribution of the load.—(i) In transferring heavy loads on or to a scaffold no sudden shock shall be transmitted to the scaffold.

(ii) The load on the scaffold shall be evenly distributed as far as is practicable and in any case shall be so distributed as to avoid any dangerous disturbance of the equilibrium.

(iii) During the use of a scaffold care shall constantly be taken that it is not overloaded and that materials are not unnecessarily kept upon it.

N. Installation of lifting gear on scaffolds.—(i) When lifting gear is to be used on a scaffold—

- (a) the parts of the scaffold shall be carefully inspected, and if need be, adequately strengthened;
- (b) any movement of the pullogs shall be prevented; and
- (c) if possible the uprights shall be rigidly connected to a solid part of the building at the place where the lifting gear is erected.

(ii) When the platform of the lifting gear does not move in guides or when the load is liable to come into contact with the scaffold during hoisting or lowering, a vertical hoarding shall be erected to the full height of the scaffold to prevent loads from being caught in the scaffold.

O. Examination of scaffolds before use, especially scaffolds constructed by other contractors.—Every scaffold, whether or not it has been erected by the employer whose workmen are about to use it—

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

- (1) that it is in a stable condition;
- (2) that the materials used in its construction are sound;
- (3) that it is adequate for the purpose for which it is to be used; and
- (4) that the necessary safeguards as laid down in this Agreement are in position; and
- (b) shall during use be maintained in good condition.

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

(ii) (a) The width of the platform shall be adequate having regard to the nature of the work, and shall be such that at every part there is not less than 1 foot 6 inches clear passage free from fixed obstacles and deposited material.

(b) In no case shall the width of the platforms be less than—

- (1) 1 foot 6 inches if the platform is used as a footing only and not for the deposit of any material;
- (2) 3 feet if the platform is used for the deposit of material;
- (3) 3 feet 9 inches if the platform is used for the support of any higher platform;
- (4) 4 feet 6 inches if the platform is one upon which stone is dressed or roughly shaped;
- (5) 5 feet if the platform is used for the support of any higher platform and is one upon which stone is dressed or roughly shaped.

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

(iv) Every working platform shall, if part of a pole or gabbard scaffold, be at least 3 feet 3 inches below the top of the standards.

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

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

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

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

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

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

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

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

(a) 'n geskikte skutreling of skutrelings wat 'n deursneeoppervlakte van minstens 9 vierkante duim het en minstens 3 voet 3 duim bokant die platform of bokant 'n hoër staanplek op die platform vasgemaak is sodat die vertikale opening onder die skutreling nie meer as 3 voet 3 duim is nie. In die geval van 'n pypsteier moet 'n pypskutreling minstens 3 voet 3 duim bokant die platform of bokant 'n hoër staanplek op die platform verskaf en aangebring word sodat die vertikale opening onder die skutreling nie meer as 3 voet 3 duim is nie;

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

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

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

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

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

(b) die skutreling en voetskutte aan die muurkant nie verpligtend is nie as die werkers op die platform sit en werk, maar in so 'n geval moet die platform voorsien word van stewige kables, toue of kettings waaraan die werkers kan vashou en wat sterk genoeg is om 'n werker te hou wat mag gly.

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

Q. Deurgange, loopplanke en trappe.—(i) Elke deurgang of loopplank waarvan enige deel meer as 6 voet 6 duim bokant die grond of vloer is, moet—

(a) dig toegemaak word met planke; en
(b) minstens 1 voet 9 duim breed wees.

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

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

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

(iv) Alle planke wat gebruik word vir 'n deurgang of loopplank, moet so aangebring en gestut word dat dit nie onnodig of ongelyk buig nie.

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

(a) op geskikte afstande van mekaar af aangebring is; en
(b) net so breed as die deurgang moet wees, behalwe dat daar 'n gaping van 4 duim mag wees ten einde die beweging van kruitwaens te vergemaklik.

(vi) Trappe moet oor hul hele lengte voorsien word van skutrelings.

(vii) Deurgange, loopplanke en trappe vanwaar 'n persoon meer as 6 voet 6 duim kan afval, moet voorsien word—

(a) van 'n geskikte skutreling of skutrelings wat 'n deursneeoppervlakte van minstens 9 vierkante duim het en minstens 3 voet 3 duim bokant die deurgang, loopplank of trap aangebring moet word sodat die vertikale opening onderkant die skutreling nie meer as 3 voet 3 duim is nie; en

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

(viii) Every board or plank which forms part of a working platform shall rest on at least three supports, unless the distance between the putlogs and the thickness of the board or plank are such as to exclude all risk of tipping or undue sagging.

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

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

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

(a) with a suitable guard-rail or guard-rails having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the platform or above any raised standing place on the platform and so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches. In the case of a tubular scaffold a tubular guard-rail shall be provided and fixed at least 3 feet 3 inches above the platform or above any raised standing place on the platform so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches;

(b) with toe-boards which are of sufficient height to prevent the fall of materials and tools from the platform and in no case less than 6 inches high and are as close as possible to the platform.

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

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

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

(a) on the side facing the wall the guard-rail need not be at a height of more than 2 feet 6 inches if the work does not allow a greater height;

(b) the guard-rail and toe-boards shall not be compulsory on the side facing the wall if the workers sit on the platform to work, but in such case the platform shall be provided with cables, ropes or chains affording the workers a firm handhold and capable of holding any worker who may slip.

(xv) The space between the wall and the platform shall be as small as practicably possible except where workmen sit on the platform during their work, in which case it shall not exceed 1 foot 6 inches.

Q. Gangways, runs and stairs.—(i) Every gangway or run any part of which is more than 6 feet 6 inches above the ground or floor shall be—

(a) closely boarded or planked; and
(b) at least 1 foot 9 inches wide;

(ii) The maximum slope of any gangway or run shall be 1 foot 6 inches per 3 feet.

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

(a) is adequate in width for transport of materials without the removal of the guard-rails and toe-boards; and
(b) is in any case of a width not less than 2 feet.

(iv) All planks forming a gangway or run shall be so fixed and supported as to prevent undue or unequal sagging.

(v) When the slope renders additional foothold necessary, and in every case where the slope is more than 10 inches per yard, there shall be proper stepping laths which shall—

(a) be placed at suitable intervals; and
(b) be the full width of the gangway, except that they may be interrupted over a breadth of 4 inches to facilitate the movement of barrows.

(vi) Stairs shall be provided with guard-rails throughout their length.

(vii) Gangways, runs and stairs from which a person is liable to fall a distance exceeding 6 feet 6 inches shall be provided—

(a) with a suitable guard-rail or guard-rails having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the gangway, run or stair and so that the vertical opening below any guard-rail does not exceed 3 feet 3 inches; and

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

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

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

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

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

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

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

- (a) uit meer as twee rye bestaan; of
- (b) hoër as 10 voet van die grond of vloer af is; of
- (c) op 'n hangsteier opgerig word.

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

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

T. Lere.—(i) Elke leer wat as 'n verbindingsmiddel gebruik word, moet minstens 3 voet 3 duim uitsteek bokant die hoogste punt wat bereik moet word deur enigeen wat die leer gebruik; so nie, moet een van die staanders tot op daardie hoogte strek ten einde as handreling by die bopunt te dien.

(ii) Lere mag nie op los stene of ander los paksel staan nie maar moet gelyk en vas staan.

(iii) Elke leer—

(a) moet stewig vasgemaak word sodat dit nie van sy boonste of onderste ruspunkte af kan beweeg nie; of

(b) moet, indien dit nie aan die bopunt vasgemaak kan word nie, stewig aan die onderpunt vasgemaak word; of

(c) indien dit ook onmoontlik is om dit aan die onderpunt vas te maak, onder deur 'n man vasgehou word sodat dit nie kan gly nie.

(iv) Daar moet voorkom word dat lere onnodig buig.

(v) Lere moet eweveel en stewig op elke staande gestut word.

(vi) Waar lere verskillende verdiepings verbind—

(a) moet die lere verspring wees; en

(b) moet 'n beskermende bordes met die kleinste opening wat moontlik is, op elke verdieping verskaf word.

(vii) 'n Leer met 'n vermiste of defekte sport mag nie gebruik word nie.

(viii) Geen leer waarvan 'n sport met spykers of penne vasgeslaan of op 'n ander soortgelyke manier gestut word, mag gebruik word nie.

(ix) Houtlere moet gemaak wees van—

(a) staanders wat sterk genoeg is, van hout wat vry is van enige sigbare defek en waarvan die draad oorlangs loop; en

(b) sporte gemaak van hout wat vry is van enige sigbare defek en wat met tappe in die staanders ingelaat is, en alle lere waarvan die sporte slegs met spykers vasgeslaan is, moet uitgesluit word.

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

(a) 'n geskikte skutreling of skutrelings met 'n deursneeoppervlakte van minstens 9 vierkante duim en wat so aangebring is dat dit minstens 3 voet 3 duim bokant die vloer of platform is en sodat die vertikale opening onderkant 'n skutreling hoogstens 3 voet is; en

(b) voetskutte wat hoog genoeg is om te verhoed dat materiaal en gereedskap van die vloer of platform afval, en sodanige voetskutte moet so na as moontlik aan die vloer of platform en minstens 6 duim hoog wees.

(b) with toe-boards which are of sufficient height to prevent the fall of material and tools from the gangway, run or stair and in no case less than 6 inches high, and are as close as possible to the gangway, run or stair.

R. General provisions concerning platforms, gangways, runs and stairs.—(i) Every platform, gangway, run or stairway shall be kept free from any unnecessary obstruction, rubbish, etc.

(ii) Precautions shall be taken to prevent any platform, gangway, run or stairway from becoming slippery.

(iii) No part of a working platform, gangway or run shall be supported by loose bricks, drain pipes, chimney pots or other loose or unsuitable material.

(iv) No working platform, gangway or run shall be supported by an eaves gutter, a balcony or its coping, a lightning conductor or other unsuitable parts of a building.

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

S. Trestle scaffolds.—(i) There shall not be used any trestle scaffolds which—

(a) is of more than two tiers; or

(b) exceeds a height of 10 feet from the ground or floor; or

(c) is erected on a suspended scaffold.

(ii) The width of a trestle scaffold erected on a platform shall be such as to leave sufficiently unobstructed space on the platform for the transport of materials or the passage of persons.

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

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

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

(iii) Every ladder—

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

(b) if it cannot be secured at the top, shall be securely fastened at the base; or

(c) if fastening at the base is also impossible, shall have a man stationed at the foot to prevent slipping.

(iv) The undue sagging of ladders shall be prevented.

(v) Ladders shall be equally and securely supported on each upright.

(vi) Where ladders connect different floors—

(a) the ladders shall be staggered; and

(b) a protective landing with the smallest possible opening shall be provided at each floor.

(vii) A ladder having a missing or defective rung shall not be used.

(viii) No ladder having any rung which depends for its support on nails, spikes or other similar fixing shall be used.

(ix) Wooden ladders shall be constructed with—

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

(b) rungs made of wood free from visible defects and mortised into the uprights, to the exclusion of any rungs fixed only by nails.

U. Fencing of openings.—(i) Every opening left in a floor of a building or in a working platform for an elevator shaft or stairway or for the hoisting of material, or for access by workmen or for any other purpose shall be provided—

(a) with a suitable guard-rail or guard-rails having a cross-section of at least 9 square inches fixed at least 3 feet 3 inches above the floor or platform, and so that the vertical opening below any guard-rail does not exceed 3 feet;

(b) with toe-boards which are of sufficient height to prevent the fall of materials and tools from the floor or platform and in no case less than 6 inches high and are as close as possible to the floor or platform.

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

(a) van 'n geskikte skutreling of skutrelings met 'n deursnee-oppervlakte van minstens 9 vierkante duim, wat so aangebring is dat dit minstens 3 voet 3 duim bokant die platform is en dat die vertikale opening onderkant die skutreling hoogstens 3 voet is; en

(b) wanneer nodig, van voetskutte wat hoog genoeg is om te voorkom dat materiaal en gereedskap afval en wat minstens 6 duim hoog en so na as moontlik aan die vloer of platform of die onderkant van die opening moet wees.

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

(iv) Die omheining van openings mag nie verwyder word nie behalwe vir die tyd en in die mate wat nodig is om toegang aan persone te verleen of die vervoer of verskuiwing van materiaal moontlik te maak, en moet onmiddellik daarna weer in posisie geplaas word.

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

V. Dakwerk.—(i) Waar die helling van 'n dak, die aard van die oppervlak daarvan of die toestand van die weer sodanig is dat persone gevaar loop om te val, mag niemand op sodanige dak werk saam wees nie geskikte voorsorgsmaatreëls getref is om te voorkom dat persone of materiaal val.

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

(iii) (a) Wanneer uitgebreide werk verrig word op 'n dak wat 'n helling van meer as 34 (2:3) het of wat glippery is, is onderstaande bepalings, waar moontlik, van toepassing:

(1) Geskikte skutrelings moet verskaf word;

(2) 'n geskikte werkplatform, wat stewig gestut en minstens 1 voet 6 duim breed is, moet verskaf word;

(3) geskikte, voldoende en behoorlik vasgemaakte lere, plankmatte of kruipborde moet verskaf word.

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

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

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

13. SKULING TEEN DIE WEER

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

14. LATRINES

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

15. VERVERSINGS

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

Die tempouse mag nie langer as 10 minute in die oggend en vyf minute in die middag duur nie.

16. WERKENDE WERKGEWER OF VENNOOT

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

17. KENNISGEWINGBORD

Elke werkgever en alle werkgewers in 'n vennootskap moet op alle plekke waar hy of hulle bouwerk in verband met die Bouwyerheid verrig, 'n kennisgewingbord van minstens 90 cm by 60 cm waarop die naam en besigheidsadres van sodanige werkgever of vennootskap gemeld word, in 'n opvallende plek waartoe die publiek toegang het, vertoon.

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

18. VERBOD OP INDIENSNAME VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

'n Werkgever mag niemand onder die ouderdom van 15 jaar in diens neem nie.

(ii) Every opening in a wall which is less than 3 feet from the floor or platform shall be provided—

(a) with a suitable guard-rail or guard-rails, having a cross-section of at least 9 square inches and fixed at least 3 feet 3 inches above the floor or platform; and so that the vertical opening below any guard-rail does not exceed 3 feet; and

(b) when necessary, with toe-boards which are of sufficient height to prevent the fall of material and tools and in no case less than 6 inches high and are as close as possible to the floor or platform or to the lower side of the opening.

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

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

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

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

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

(iii) (a) When work is performed on any roof extensively, which has a pitch of over 34 (2:3) or is slippery, the following provisions whenever possible shall apply:

(1) Suitable guard-rails shall be provided;

(2) a suitable working platform securely supported and of a width of not less than 1 foot 6 inches shall be provided;

(3) suitable, sufficient and properly secured ladders, duck ladders or crawling board shall be provided.

(b) Whenever it is impossible in the opinion of the Council to provide the facilities specified in subparagraph (a)—

(1) safety belts with ropes enabling the wearers to lash themselves to a solid structure shall be supplied to the workers and used by them; and

(2) if the safety rope cannot be fixed to a solid structure, a second person shall be provided to hold the rope in a secure manner.

13. WET WEATHER SHELTER

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

14. LATRINES

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

15. REFRESHMENTS

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

The duration of the tea interval shall not exceed 10 minutes in the morning and five minutes in the afternoon.

16. WORKING EMPLOYER OR PARTNER

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

17. NOTICE BOARD

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

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

18. PROHIBITION OF EMPLOYMENT OF ANY PERSONS UNDER THE AGE OF 15 YEARS

An employer shall not employ any person under the age of 15 years.

19. JAARLIKSE VERLOF

Tensy die toestemming van die Raad vooraf ingevolge klousule 30 skriftelik verkry is, mag geen werkgewer van 'n werknemer vereis om gedurende ondergenoemde verloftydperk te werk nie en mag geen werknemer enige werk in die Nywerheid verrig nie gedurende die verloftydperk wat tydens die duur van hierdie Ooreenkoms soos volg moet wees:

- (a) Vanaf 4.30 nm. op Vrydag, 15 Desember 1972, tot 7.30 vm. op Maandag, 8 Januarie 1973;
- (b) vanaf 4.30 nm. op Vrydag, 21 Desember 1973, tot 7.30 vm. op Maandag, 14 Januarie 1974;
- (c) vanaf 4.30 nm. op Vrydag, 20 Desember 1974, tot 7.30 vm. op Maandag, 13 Januarie 1975;
- (d) vanaf 4.30 nm. op Vrydag, 19 Desember 1975, tot 7.30 vm. op Maandag, 12 Januarie 1976.

20. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) *Bou-assistente graad I en graad II.*—(a) Benewens die besoldiging betaalbaar ingevolge hierdie Ooreenkoms, moet 'n werkgewer aan elke bou-assistent in sy diens 'n bedrag wat gelyk is aan betaling vir een dag ten opsigte van die volgende dae betaal, naamlik Paasmaandag, Goede Vrydag, Geloftedag, Hemelvaartsdag en Republiekdag, asof hy op sodanige dae gewerk het. Sodanige bedrag moet betaal word op die betaaldag wat volg op die vakansiedae wat in hierdie paragraaf vermeld word.

(b) Benewens die gewone loon moet 'n werkgewer ook aan elke bou-assistent, graad I en graad II, in sy diens op die dag voor die aanvang van die vakansietydperk in klousule 19 vermeld, onderskeidelik R2,10 en R1,85 betaal, wat gelyk is aan die loon vir een dag, vir elke voltooiende tydperk van 20 dae diens, wat nie noodwendig agtereenvolgens gewerk is nie, plus onderskeidelik R2,10 en R1,85 ten opsigte van elk van die volgende dae naamlik Kersdag en Nuwejaarsdag.

(c) 'n Bou-assistent, graad I en graad II, wie se kontrak met 'n werkgewer beëindig word voor die aanvang van die vakansietydperk in klousule 19 vermeld, moet by sodanige beëindiging onderskeidelik R2,10 en R1,85, wat gelyk is aan die loon vir een dag, betaal word vir elke voltooiende tydperk van 20 dae diens, wat nie noodwendig agtereenvolgens gewerk is nie, by daardie werkgewer.

(d) Vir die toepassing van (b) en (c) hierbo word "diens" geag enige tydperk of tydperke in te sluit wat die werknemer—

(i) gedurende die vakansietydperk in klousule 19 vermeld en op die openbare vakansiedae in paragraaf (a) gespesifiseer met verlof afwesig is;

(ii) op las of op versoek van sy werkgewer van die werk afwesig is;

(iii) ingevolge klousule 32 met siekteverlof afwesig is en word "diens" geag te begin op die datum waarop hy laas op verlof geregtig geword het of waarop hy by die werkgewer in diens getree het, en wel op die jongste van die twee datums.

(2) *Vakleerlinge.*—Elke werkgewer moet aan elke vakleerling in sy diens op die laaste dag voor die aanvang van die vakansietydperk in klousule 19 vermeld, die loon betaal wat sodanige vakleerling sou verdien het indien hy gedurende gemelde vakansietydperk vir sy werkgewer sou bly werk het, plus betaling vir twee dae vir en ten opsigte van Kersdag en Nuwejaarsdag.

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

	Per uur Sent
(i) Drywers van meganiese voertuie waarvan die netto dravermoë—	
tot en met 1 814 kg is.....	3
meer as 1 814 kg en tot en met 4 536 kg is.....	4
meer as 4 536 kg is.....	5
(ii) Bediener van 'n kraan.....	5
(iii) Werksman, graad I.....	4
Werksman, graad II.....	3
(iv) Ambagsman—	
Vakansiefondstoelae.....	7½
Vakansiebonus.....	2½

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

19. ANNUAL LEAVE

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

(a) From 4.30 p.m. on Friday, 15 December 1972, until 7.30 a.m. on Monday, 8 January 1973;

(b) from 4.30 p.m. on Friday, 21 December 1973, until 7.30 a.m. on Monday, 14 January 1974;

(c) from 4.30 p.m. on Friday, 20 December 1974, until 7.30 a.m. on Monday, 13 January 1975;

(d) from 4.30 p.m. on Friday, 19 December 1975, until 7.30 a.m. on Monday, 12 January 1976.

20. PAYMENT IN RESPECT OF ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) *Building assistants, Grade I and Grade II.*—(a) In addition to the remuneration payable in terms of this Agreement an employer shall pay to each building assistant in his employ a sum equal to one day's pay in respect of the following days, viz. Easter Monday, Good Friday, Day of the Covenant, Ascension Day and Republic Day, as if he had worked on such days. Such payments shall be made on the payday following the holidays referred to in this paragraph.

(b) Over and above the ordinary wage an employer shall also on the day prior to the commencement of the holiday period referred to in clause 19 pay to each building assistant, Grade I and Grade II, in his employ R2,10 and R1,85 respectively, being a day's wage for every completed period of 20 days employment, not necessarily worked consecutively, plus R2,10 and R1,85 respectively in respect of each of the following days: Christmas Day and New Year's Day.

(c) A building assistant, Grade I and Grade II, whose contract with any employer terminates prior to the commencement of the holiday period referred to in clause 19 shall upon such termination be paid R2,10 and R1,85 respectively, being a day's wage, for every completed period of 20 days of employment not necessarily worked consecutively, with that employer.

(d) For the purposes of (b) and (c) above "employment" shall be deemed to include any period or periods during which the employee is—

(i) absent on leave during the holiday period specified in clause 19 and on the public holidays specified in paragraph (a);

(ii) absent from work on the instruction or at the request of his employer;

(iii) absent on sick leave in terms of clause 32, and "employment" shall be deemed to commence on the date on which he last became entitled to leave or entered the employer's service, whichever is the later.

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

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

	Per hour Cent
(i) Drivers of mechanical vehicles with a net carrying capacity of—	
up to and including 1 814 kg.....	3
over 1 814 kg up to and including 4 536 kg.....	4
over 4 536 kg.....	5
(ii) Operator of a crane.....	5
(iii) Operator, Grade I.....	4
Operator, Grade II.....	3
(iv) Artisan—	
Holiday Fund allowance.....	7½
Holiday bonus.....	2½

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

4. *Betaling vir openbare vakansiedae* (Goëie Vrydag, Paasmaandag, Republiekdag en Hemelvaartsdag).—(a) Elke bydraeboek wat die Raad aan ambagsmanne uitreik, moet vir betaling ten opsigte van Goëie Vrydag, Paasmaandag, Republiekdag en Hemelvaartsdag vier koepone bevat wat uitgeskeur kan word.

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

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

(ii) 'n Werkgewer is daarop geregtig om ten opsigte van enige bedrae wat hy ingevolge subparagraaf (i) betaal het, uit die Fonds terugbetaal te word: Met dien verstande dat die werkgewer die relevante koepone, ten volle ingevul, binne 30 dae na die betrokke openbare vakansiedag by die Sekretaris van die Raad indien.

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

21. STIGTING EN ADMINISTRASIE VAN VAKANSIEFONDS

(1) Die fonds wat by Goewermentskennisgewing 1170 van 17 Junie 1949, ingestel is en bekend staan as "Die Oos-Londense Vakansiefonds vir die Bounywerheid" (hieronder die "fonds" genoem), word hierby voortgesit.

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

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

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

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

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

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

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

(a) Alle geld wat ontvang is; en
(b) uitgawes wat gedurende die 12 maande wat op die voorafgaande 31 Desember eindig, aangegaan is, en ook 'n staat wat die fonds se bate en laste aantoon.

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

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

(4) *Payment for public holidays* (Good Friday, Easter Monday, Republic Day and Ascension Day).—(a) Each contribution book issued by the Council to artisans shall contain four detachable coupons for payment in respect of Good Friday, Easter Monday, Republic Day and Ascension Day.

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

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

(ii) An employer shall be entitled to recover from the Fund any payments made by him in terms of subparagraph (i): Provided that the employer lodges the relevant coupon, fully completed, with the Secretary of the Council within 30 days of the relevant public holiday.

(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 to the employee being in excess of the value of the vouchers in his contribution book, the employer shall be refunded only the value of such vouchers.

21. ESTABLISHMENT AND ADMINISTRATION OF HOLIDAY FUND

(1) The fund established by Government Notice 1170 of 17 June 1949, and known as "The East London Holiday Fund for the Building Industry" (hereinafter referred to as "the fund") is hereby continued.

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

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

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

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

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

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

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

(a) all moneys received; and
(b) expenditure incurred under all headings for the 12 months ended 31 December preceding, together with a statement showing the assets and liabilities of the fund.

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

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

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

(c) Tensy die Ooreenkoms binne 12 maande vanaf die vervaldatum daarvan vir 'n verdere tydperk van krag verklaar of deur 'n nuwe ooreenkoms vervang word, of 'n nuwe ooreenkoms in die plek daarvan gestel word wat vir die voortsetting of oordrag van die fonds voorsiening maak, moet die fonds gelikwider word en moet daar oor enige onbestede bedrag ooreenkomstig subparagraaf (d) van hierdie subklousule beskik word.

(d) By likwidasië van die fonds moet alle gelde wat in die krediet van die fonds oorbly nadat alle eise teen die fonds, met inbegrip van administrasie- en likwidasiëkoste, vereffen is, in die algemene fonds van die Raad inbetaal word. Indien die sake van die Raad by sodanige likwidasië reeds gelikwider en sy bates verdeel is, moet die gelde wat in die krediet van die fonds oorbly ooreenkomstig artikel 34 (4) van die Wet, verdeel word asof dit deel van die algemene fondse van die Raad uitmaak.

22. VAKANSIEFONDS

(1) Elke werkgewer moet op elke betaaldag van die besoldiging wat elke week aan elke lid van ondergenoemde klasse werknemers verskuldig is, die bedrae hieronder gemeld, aftrek:

Per week
R

(a) Drywers van meganiese voertuie met 'n netto dra-vermoe van—	
(i) tot en met 1 814 kg.....	1,30
(ii) meer as 1 814 kg en tot en met 4 536 kg.....	1,70
(iii) meer as 4 536 kg.....	2,10
(b) Bediener van 'n kraan.....	2,10
(c) Werksman, graad I.....	1,70
Werksman, graad II.....	1,30
(d) Ambagsman.....	5,25:

Met dien verstande dat, wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam was, die bedrag wat vir daardie week afgetrek moet word, deur die werkgewer vir wie hy eerste gedurende daardie week minstens 16 uur gewerk het, afgetrek moet word; voorts met dien verstande dat geen bedrag ten opsigte van 'n werknemer wat minder as 16 uur in 'n week gewerk het, afgetrek mag word nie.

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

(b) Die Raad kan 'n saamgestelde seël ingevolge hierdie klousule en enige ander ooreenkoms van die Raad uitreik.

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

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

(5) Elke werknemer moet so spoedig moontlik na 31 Oktober elke jaar en voor of op die tweede Vrydag in November sy bydraeboekie by die Sekretaris en/of tesourier van die fonds inlewer in ruil vir 'n ontvangsbewys en die Sekretaris en/of tesourier moet vasstel watter bedrag aan die werknemer verskuldig is ooreenkomstig die waarde van die seëls wat in sy bydraeboekie geplak is, en die betrokke bedrag, min betaling, indien daar is, wat die Raad ingevolge klousule 20 (4) betaal het, op 'n datum nie later nie as die dag voor die aanvang van die verlof-tydperk aan die werknemer uitbetaal.

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

(c) Unless within 12 months of the expiration of this Agreement it is declared effective for a further period or is replaced or superseded by a new Agreement providing for the continuation or transfer of the fund, the fund shall be liquidated and any unexpended amount disposed of in accordance with subparagraph (d) of this subclause.

(d) Upon liquidation of the fund, any moneys remaining to the credit of the fund after all claims against the fund, including administration and liquidation expenses, have been met, shall be paid into the general funds of the Council. If upon such liquidation the affairs of the Council have already been wound up and its assets distributed, the moneys remaining to the credit of the fund shall be distributed in terms of section 34 (4) of the Act, as if it formed part of the general funds of the Council.

22. HOLIDAY FUND

(1) Each employer shall on each pay day deduct from the remuneration due every week to each member of the under-mentioned classes of employees, the amounts scheduled hereunder:

Per week
R

(a) Driver of mechanical vehicles with a net carrying capacity of—	
(i) up to and including 1 814 kg.....	1,30
(ii) over 1 814 kg up to and including 4 536 kg.....	1,70
(iii) over 4 536 kg.....	2,10
(b) Operator of a crane.....	2,10
(c) Operator, Grade I.....	1,70
Operator, Grade II.....	1,30
(d) Artisans.....	5,25:

Provided that where an employee is employed by two or more employers, during the same week, the deduction for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours; provided further that no deduction shall be made in respect of an employee who has worked for less than 16 hours in any week.

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

(b) The Council may issue a combined stamp in terms of this clause and any other agreement of the Council.

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

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

(5) As early as possible after 31 October each year and not later than the second Friday in November, each employee shall deposit his contribution book with the Secretary and/or treasurer of the fund in exchange for a receipt card and the Secretary and/or treasurer shall ascertain the amount due to the employee as reflected by the value of the stamps affixed to his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of clause 20 (4).

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

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

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

(9) Geen vakansieseëls mag anders as ooreenkomstig hierdie klousule aan 'n werknemer uitgereik word nie en geen werknemer is in enige jaar geregtig op betaling uit die fonds van 'n bedrag wat groter as 50 weeklikse aftrekkings is nie.

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

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

23. DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat in die lewe geroep is deur die Building Industries Federation (S.A.)], hierna die "Nasionale Fonds" genoem, magtig hy hierby met die doel om die oogmerke uiteengesit in die konstitusie van genoemde Nasionale Fonds te verwesenlik, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

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

(3) 'n Werkgewer betaal geen bydrae ten opsigte van 'n werknemer wat minder as 16 uur in 'n week vir hom werk nie.

(4) Wanneer 'n werknemer gedurende dieselfde week by twee of meer werkgewers werksaam was, moet die werkgewer wat hom in daardie week die eerste vir minstens 16 uur in diens gehad het, die bedrae vir daardie week betaal.

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

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingskoste van 2½ persent, wat die Algemene Fonds van die Raad toeval, aan genoemde Nasionale Fonds betaal.

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

24. WERWINGS- EN -OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Werwings- en -opleidingsfonds van die Bounywerheid [in die lewe geroep deur die Building Industries Federation (S.A.)], hierna die Opleidingsfonds genoem, magtig hy hierby, vir die doel om uitvoering te gee aan die oogmerke wat in die konstitusie van genoemde Opleidingsfonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

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

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

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

(9) No holiday stamps shall be issued to an employee otherwise than in accordance with the provisions of this clause, and no employee shall be entitled to payment from the fund in any year of any amount in excess of 50 weekly deductions.

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

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

23. THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the "National Fund", hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

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

(3) No payment shall be made by an employer in respect of an employee who works less than 16 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(5) The procedure prescribed in clause 22 of this Agreement shall apply *mutatis mutandis* to the payment of contributions in term of this clause.

(6) The Council shall each month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2½ per cent which amount shall accrue to the General Fund of the Council.

(7) Copies of the constitution of the National Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited accounts of the fund shall be lodged with the Council and the Secretary for Labour within three months of the close of the period covered thereby. For the purpose of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

24. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the Training Fund, hereby authorises, for the purpose of implementing the objects set forth in the constitution of the said Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Elke werkgewer moet, behoudens subklousules (c) en (d) hiervan, 'n bedrag van 20c per week ten opsigte van elk van sy werknemers vir wie lone in klousule (4) (1) (f) voorgeskryf word, tot die Opleidingsfonds bydra.

(3) 'n Werkgewer betaal geen bydrae ten opsigte van 'n werknemer wat minder as 16 uur in 'n week in sy diens is nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die bydrae ten opsigte van daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens 16 uur in diens is.

(5) Die prosedure in klousule 31 van hierdie Ooreenkoms voorgeskryf, is *mutatis mutandis* van toepassing op die betaling van bydraes ingevolge hierdie klousule.

(6) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (b) ingevorder het, min invorderingskoste van 2½ persent, wat die Algemene Fonds van die Raad toeval, aan genoemde Opleidingsfonds oorbetal.

(7) Kopieë van die konstitusie en van geauditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "konstitusie" ook alle wysings van die konstitusie in wat van tyd tot tyd aangeneem word.

25. EERSTEHULP

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

26. TYD- EN LOONREGISTERS

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

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

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

27. STUKWERK/TAAKWERK/AANSPORINGSKEMAS

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

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

28. ORGANISASIEFASILITEITE

Behoudens die toestemming van die werkgewer of by behoorlik gemagtigde verteenwoordiger, moet organisatiefasiliteite aan organiseerders van die vakverenigings verleen word sodat hulle toegang tot hul lede kan hê.

29. ADMINISTRASIE VAN OOREENKOMS

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

30. VRYSTELLINGS

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

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

(2) Each employer shall, subject to the provisions of subclauses (c) and (d) hereof, contribute to the Training Fund an amount of 20 cents per week in respect of each of his employees for whom wages are prescribed in clause 4 (1) (f).

(3) No payment shall be made by an employer in respect of an employee who works less than 16 hours for him in any week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than 16 hours.

(5) The procedure prescribed in clause 31 of this Agreement shall apply *mutatis mutandis* to the payment of contributions in terms of this clause.

(6) The Council shall each month pay over to the said Training Fund the total amount of contributions collected by it in terms of subclause (b), less a collection fee of 2½ per cent which amount shall accrue to the General Fund of the Council.

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

25. FIRST AID

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

26. TIME AND WAGE RECORD

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

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

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

27. PIECEWORK/TASK WORK/INCENTIVE SCHEMES

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

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

28. ORGANISATION FACILITIES

Organisation facilities shall be given to organisers of the trade unions to have access to their members subject to the consent of the employer or his duly authorised representative.

29. ADMINISTRATION OF AGREEMENT

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

30. EXEMPTIONS

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

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

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

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

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

31. ALGEMENE FONDS

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 7c per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (f) voorgeskrif word en 2c per week van die verdienste van alle ander werknemers, uitgesonderd bou-assistente, graad I en II, en vir elke 7c aldus afgetrek moet die werkgewer 6c bydra en vir elke 2c aldus afgetrek, moet die werkgewer 2c bydra, en die werkgewer moet genoemde bedrae volgens die prosedure in subklousule (2) hiervan voorgeskrif aan die Raad betaal: Met dien verstande dat die bedrag wat 'n werkgewer ten opsigte van hierdie klousule moet betaal nie minder as 25c per week mag wees nie.

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

(3) Elke werkgewer moet, wanneer hy sy bydraes aan die Raad stuur, die getal ambagsmanne en die getal ander werknemers verstrek, wat by hom werksaam is.

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

32. SIEKTEVERLOF—BOU-ASSISTENTE, GRAAD I EN GRAAD II

(1) 'n Werkgewer moet aan sy bou-assistent, graad I, en bou-assistent, graad II, wat 22 dae diens by hom voltooi het en van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, uitgesonderd 'n ongeluk waarvoor vergoeding ingevolge die Ongevalwet, 1941, betaalbaar is, een dag verlof toestaan vir elke voltooide 22 dae diens by hom (wat nie noodwendig agtereenvolgens gewerk is nie), in 'n tydperk van 12 agtereenvolgende maande en moet hom ten opsigte van elke sodanige dag besoldiging betaal bereken teen een vyfde van sy weekloon wat hy voor die aanvang van die verlof ontvang het: Met dien verstande dat die werkgewer kan vereis dat 'n sertifikaat, onderteken deur 'n geregistreerde mediese praktisyn, wat die aard en duur van die siekte of ongeluk aantoon ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, voorgeleë word; voorts met dien verstande dat versuim om sodanige sertifikaat op versoek voor te lê, die werkgewer daarvan vrystel om enige bedrag ten opsigte van sodanige afwesigheid te betaal. Sodanige siekteverlof mag nie vir langer as een kringloop van 12 agtereenvolgende maande oploop nie.

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

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

(b) op las of op die versoek van die werkgewer van die werk afwesig is;

(c) op die volgende openbare vakansiedae van die werk afwesig is: Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag en Geloftedag.

33. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer in die Bounywerheid op die datum van inwerkingtreding van hierdie Ooreenkoms moet, indien hy dit nie reeds ooreenkomstig 'n vorige ooreenkoms van die Raad gedoen het nie, binne drie maande die volgende besonderhede aan die Sekretaris van die Raad stuur:

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

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

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

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

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

31. GENERAL FUND

(1) For the purposes of meeting the expenses of the Council, every employer shall deduct 7c per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (f) and 2c per week from the earnings of all other employees, other than building assistants, Grade I and Grade II, and for every 7c so deducted the employer shall contribute 6c and for every 2c so deducted the employer shall contribute 2c and the said amounts shall be paid by the employer to the Council in accordance with the procedure prescribed in subclause (2): Provided that the amount payable by an employer in respect of this clause shall not be less than 25c in any week.

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

(3) Each employer shall, when forwarding his contributions to the Council, supply the number of artisans and the number of other employees employed by him.

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

32. SICK LEAVE—BUILDING ASSISTANTS, GRADE I AND GRADE II

(1) An employer shall grant to his building assistant, Grade I, and building assistant, Grade II, who has completed 22 days' employment with him and who is absent from work through sickness or accident not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, one day's leave for each completed 22 days' of employment (not necessarily worked consecutively), during any period of 12 consecutive months, and shall pay him in respect of each such day pay calculated at one fifth of his weekly wage which he was receiving before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the illness or injury in respect of each period of absence for which payment is claimed: Provided further that failure to produce such certificate on request shall absolve the employer from making any payment in respect of such absence. Such sick leave shall not be accumulative beyond every cycle of 12 consecutive months.

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

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

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

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

33. REGISTRATION OF EMPLOYERS

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

(i) His full name;

(ii) his business address;

(iii) the trade or trades which he is carrying on in the Industry.

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

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

(2) 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 na sodanige datum of die datum waarop sodanige werkgewer met sy werksaamhede begin, na gelang van die geval, 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om vir twee weke die betaling ten opsigte van sy werknemers te dek van—

(a) lone soos in hierdie Ooreenkoms voorgeskryf;

(b) ander geldelike verpligtinge waarvoor die werkgewer ingevolge hierdie of enige ander ooreenkoms van die Raad aanspreeklik is;

Met dien verstande dat die Sekretaris van die Raad sodanige waarborg aan die betrokke werkgewer moet teruggee nadat hy in kennis gestel is van die beëindiging van die besigheid.

(3) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers in subklousule (1) hiervan bedoel.

(4) Elke geregistreerde werkgewer moet die Raad in kennis stel van enige verandering in die besonderhede wat by registrasie verskaf is en wel binne 'n tydperk van een maand na enige sodanige verandering.

34. AGENTE

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

(a) te eniger tyd 'n perseel of plek waarin werksaamhede in die Bounywerheid verrig word, te betree; indien hy redelike grond het om te vermoed dat enigiemand daarin werksaam is;

(b) elkeen wat hy in of op die perseel of plek vind, of alleen of in die teenwoordigheid van enigiemand anders wat hy mag goedvind, mondeling te ondervra en om van sodanige persone te vereis om die vrae wat aan hulle gestel word ten opsigte van aangeleenthede wat hierdie Ooreenkoms raak, te beantwoord;

(c) te vereis dat dié boeke, tydstate, registers en dokumente wat hy nodig mag ag om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voorgelê word, dit te inspekteer, ondersoek en kopieë daarvan te maak.

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

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

35. TENTOONSTELLING VAN OOREENKOMS

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

Namens die Raad op hede die 29ste dag van Oktober 1971 te Oos-Londen onderteken.

G. H. DODD, Voorsitter van die Raad.

C. E. CROSSLEY, Ondervoorsitter van die Raad.

A. T. HARTLAND, Sekretaris van die Raad.

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

(2) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall, within seven days of such date, or of the date on which such employer commences 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—

(a) wages as prescribed in this Agreement;

(b) other financial obligations for which an employer is liable in terms of this or any other Agreement of the Council: Provided that the Secretary of the Council shall return such guarantee to the employer concerned, after being notified of the termination of business.

(3) The Secretary of the Council shall maintain a register of all employers referred to in subclause (1).

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

34. AGENTS

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

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

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

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

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

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

35. EXHIBITION OF AGREEMENT

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

Signed at East London on behalf of the Council on this 29th day of October 1971.

G. H. DODD, Chairman of the Council.

C. E. CROSSLEY, Vice-Chairman of the Council.

A. T. HARTLAND, Secretary of the Council.

No. R. 1649 15 September 1972
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941

BOUNYWERHEID, OOS-LONDEN

Ek, Marais Viljoen, Minister van Arbeid, 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. 1648 van 15 September 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. M. VILJOEN, Minister van Arbeid.

No. R. 1649 15 September 1972
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941

BUILDING INDUSTRY, EAST LONDON

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice R. 1648 of 15 September 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.

M. VILJOEN, Minister of Labour.

No. R. 1650

15 September 1972

WERKRESERVERINGVASSTELLING 13**BOUNYWERHEID, KAAPPROVINSIE EN NATAL.—
VRYSTELLING TEN OPSIGTE VAN DIE
LANDDROSDISTRIK OOS-LONDEN**

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, Oos-Londen, gepubliseer by Goewermentskennisgewing R. 1648 van 15 September 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 Vasstelling 13 wat by Goewermentskennisgewing R. 1861 van 9 November 1962 gepubliseer is, in dié mate dat persone wat nie Blanke persone is nie, toegelaat word om in genoemde Nywerheid enige werk te verrig wat in die omskrywing van "werksman, graad I," en "werksman, graad 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.

No. R. 1650

15 September 1972

WORK RESERVATION DETERMINATION 13**BUILDING INDUSTRY, CAPE PROVINCE AND
NATAL.—EXEMPTION IN RESPECT OF THE
MAGISTERIAL DISTRICT OF EAST LONDON**

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, East London, published under Government Notice R. 1648 of 15 September 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 in the said Industry perform any work specified in the definitions of "operator, Grade I," and "operator, Grade 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.

INHOUD

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