



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

REGULATION GAZETTE No. 2228

Registered at the Post Office as a Newspaper

PRICE 20c PRYS
OVERSEAS 30c OORSEE
POST FREE — POSVRY

REGULASIEKOERANT No. 2228

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 125]

PRETORIA, 7 NOVEMBER 1975

[No. 4894

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2094

7 November 1975

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—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 the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 10 November 1975 and for the period ending 9 November 1978, upon the employers' organisations and the trade unions which entered into the said Agreement had upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 4 (1) and (2), 8, 19 (1) (a) (v), (1) (b) (v) and (4) (c), 21 (3) (e), 34, 35 and 36, shall be binding, with effect from 10 November 1975 and for the period ending 9 November 1978, 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 areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 10 November 1975 and for the period ending 9 November 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 4 (1) and (2), 8, 19 (1) (a) (v), (1) (b) (v) and (4) (c), 21 (3) (e), 34, 35 and 36, 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.

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2094

7 November 1975

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—HOOFDOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 10 November 1975 en vir die tydperk wat op 9 November 1978 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 4 (1) en (2), 8, 19 (1) (a) (v), (1) (b) (v) en (4) (c), 21 (3) (e), 34, 35 en 36, met ingang van 10 November 1975 en vir die tydperk wat op 9 November 1978 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 gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms uitgesonderd dié vervat in klousules 1 (1) (a), 2, 4 (1) en (2), 8, 19 (1) (a) (v), (1) (b) (v) en (4) (c), 21 (3) (e), 34, 35 en 36, met ingang van 10 November 1975 en vir die tydperk wat op 9 November 1978 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *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.

SCHEDULE

PIETERMARITZBURG AND NORTHERN AREAS INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the Master Builders' and Allied Trades' Association, Pietermaritzburg

and the

Building Industries Federation (South Africa)

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

and the

Amalgamated Union of Building Trade Workers of South Africa

and the

White Building Workers' Union

and the

Amalgamated Society of Woodworkers of South Africa hereinafter referred to as the "employees" or "trade unions") of the other part,

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Building Industry—

(a) by all employers who are members of the employers' organisations and all employees who are members of the trade unions;

(b) in the Magisterial Districts of Camperdown, Dannhauser, Dundee, Estcourt, Glencoe, Klip River, Lions River, New Hanover, Newcastle, Pietermaritzburg, Richmond, Utrecht, Vryheid and in those portions of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial Districts of Estcourt and Lions River.

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

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

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

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

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

2. PERIOD OF OPERATION

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

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

"artisan" means any person who has served his apprenticeship in a trade designated or deemed to have been designated in terms of the Apprenticeship Act, 1944, 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 Registrar in terms of either section 2 (7) or section 7 (3) of the latter Act, or who has been employed in the Building Industry in any one of the trades designated under the Apprenticeship Act, 1944, for at least five consecutive years, having for not less than 80 per cent of that

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE OOREENKOMS

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

Master Builders' and Allied Trades' Association, Pietermaritzburg

en die

Building Industries Federation (South Africa)

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

Amalgamated Union of Building Trade Workers of South Africa

en die

Blanke Bouwerkersvakbond

en die

Amalgamated Society of Woodworkers of South Africa

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasies is en deur alle werknemers wat lede van die vakverenigings is;

(b) in die landdrosdistrikte Camperdown, Dannhauser, Dundee, Estcourt, Glencoe, Kliprivier, Lionsrivier, New Hanover, Newcastle, Pietermaritzburg, Richmond, Utrecht, Vryheid en in daardie gedeeltes van die landdrosdistrik Mooirivier wat voor 1 September 1964 binne die landdrosdistrikte Estcourt en Mooirivier geval het.

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

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

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

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

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

2. GELDIGHEIDSDUUR

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

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 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 Nywerheidsversoenings, 1956;

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

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

"ambagsman" iemand wat sy leertyd uitgedien het in 'n ambag wat kragtens die Wet op Vakleerlinge, 1944, aangewys is of geag word aangewys te wees, of wat in besit is van 'n vaardigheidsertifikaat deur die Registrateur van Vakleerlinge aan hom uitgereik ingevolge artikel 6 van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat deur die Registrateur aan hom uitgereik ingevolge of artikel 2 (7) of artikel 7 (3) van gemelde Wet; of wat minstens vyf agtereenvolgende jare in diens was in die Bounywerheid in engeen van die ambagte aangewys ingevolge die Wet op Vakleerlinge, 1944, en wat minstens 80

period contributed to a holiday or benefit fund for the Building Industry, and is engaged on any one or more of the following operations in any one or more of the trades indicated below:

Asphalting supervision of all asphalting operations;

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

metal working, marking and setting out; setting up and supervising machines, subject to the proviso that no one artisan shall be required to supervise more than three machines; hand welding and brazing; drilling and tapping by hand; final filling and/or assembly; fixing of builder's smith and founder work, metal frames and stairs, architectural metal work and extruded metal;

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

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

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

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

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

stone and monumental masonry, drawing, designing and setting out of letters and enrichments; cutting and carving of letters by hand and pneumatic hammer; final surfacing and finishing, excluding polishing, of stone or substitute material by hand to size; setting up machines; setting stone on mortar beds; marking out; fixing of precast or artificial stone or marble; tool sharpening;

wood machining, setting up machines; supervising machines: Provided that no one artisan shall be required to supervise more than two machines: Provided further that the Council may authorise the supervision of more machines by one artisan;

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

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

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

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

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

glazing, cutting of glass or similar materials and face-puttying; *other trades*, the work normally performed by a person who has served an apprenticeship in terms of the Apprenticeship Act, 1944;

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

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

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

- (1) Operating a sliding belt sanding machine;
- (2) laying of random rubble walling;
- (3) cramping flush doors;
- (4) gluing and fixing edging to shelves and flat board mass-produced in workshops;
- (5) nailing of hardboard or similar materials as backs to fittings;
- (6) nailing up drawers and trays (including bottoms) by nailing machine in workshop;
- (7) building wall of blocks, except setting out and building corners and laying of decorative grille blocks;
- (8) laying blocks to a jig;
- (9) laying of pipes to falls;
- (10) laying of precast surface channels;
- (11) laying of precast concrete slabs, slate or brick paving including beading and jointing but excluding setting out;

persent van daardie tydperk tot 'n vakansie- of bystandsfonds vir die Bounwyerheid bygedra het; en een of meer van ondergenoemde werksaamhede in een of meer van ondervermelde ambagte verrig:

Asfaltwerk, toesig oor alle werksaamhede in verband met asfaltwerk;

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

metaalwerk, merk en afmerk; opstel van en toesighouding oor masjiene, met dien verstande dat daar van geen ambagsman vereis mag word dat hy oor meer as drie masjiene toesig hou nie; met die hand sweis en sweissoldeer; met die hand boor en moerdraad sny; finale vyl- en/of monterwerk verrig; vassit van siermetaal en gietwerk, metaalrame en trappe, boumetaalwerk en uitgedrukte metaal;

pleisterwerk, boetseerwerk en modellering; die maak van vorms; gereedmaak van voorbereidende bepalede gidspleisters; raping van stowwe aan oppervlakte; granolietwerk; gidspleister vir vloere waarop 'n afdekking soos blokke en vinielvoerteëls, -stroeke, ens., aangebring moet word;

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

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

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

ruit-in-loodwerk, patrone of tekenings op borde afmerk; glas sny en dit in lood vat; soldeerwerk en die invoeging van hegrade; *klip- en monumentklipmesselwerk*, letters en versierings teken, ontwerp en afmerk; letters met die hand en 'n lugdrukhamer sny en uitkerf; finale oppervlakkewerking en -afwerking van klip of vervangingsmateriaal met die hand in die regte grootte, dog nie poleerwerk nie; masjiene opstel; klip op daghalae vassit; afmerk; vassit van voorafgegiete of kunsklip of marmer; skerpmaak van gereedskap;

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

winkelskrynwerk, uitmerk en afmerk, vervaardiging, montering, skaaf, afwerk en aanbring van voltooid houtwerk;

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

terreinskrynwerk, die maak, aanbring en afwerking van skrynwerk en houtlyste;

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

skilderwerk, verf, vernis en ander soortgelyke stowwe aan alle oppervlakte aanbring (uitgesonderd die skilderwerksaamhede in die omskrywing van "bou-assistent, klas I," genoem); plak- en letterskilderwerk;

beglasing, glas of soortgelyke materiaal sny en voorstopverf aanbring;

ander ambagte, die werk wat gewoonlik gedoen word deur 'n persoon wat 'n vakleerlingskap ingevolge die Wet op Vakleerlinge, 1944, uitgedien het;

"bootmanstoel" 'n hangende platformsitplek wat bedoel is om een persoon in 'n posisie bokant die grond te ondersteun in verband met bou- of uitgrawingswerk;

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

"bou-assistent, klas I," 'n werknemer wat onder voortdurende toesig van 'n ambagsman een van of al ondergenoemde werksaamhede verrig:

- (1) Bediening van 'n skuifbandskuurmasjien;
- (2) lê van ongelaaide rukkilmure;
- (3) klamp van vlakdeure;
- (4) lym en vassit van randstukke aan rakke en platbord wat in werkwinkels in massa geproduseer is;
- (5) vasspyker van hardebord of soortgelyke materiaal as rugstukke aan los toebehore;
- (6) aanmeakaarspyker van laaie en vlaklaaie (met inbegrip van bome) met 'n spykermasjien in die werkwinkel;
- (7) die bou van blokmure, uitgesonderd die afmerk en bou van hoeke en die lê van dekoratiewe roosterblokke;
- (8) die lê van blokkies volgens 'n setmaat;
- (9) die lê van pype volgens hellings;
- (10) die lê van voorafgegiete oppervlakkkanale;
- (11) die lê van voorafgegiete betonblaaië, plaveisel van leiklip of baksteen, met inbegrip van kraallyswerk en voeging, dog nie die afmerk daarvan nie;

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

(13) assembling on site and fixing of asbestos, galvanised iron and plastic gutters and downpipes, excluding downpipes in columns;

(14) applying size, distemper and similar materials;

(15) applying priming and undercoats;

(16) limewashing;

(17) painting of steel girders with a primer paint;

(18) painting of all roofs;

(19) applying anti-corrosive paints to structural steelwork and tanking;

(20) applying waterproofing compounds to surfaces;

(21) laying of all soft floor coverings, including the marking out, setting out, cutting and fixing thereof;

(22) mass fabrication of formwork panels;

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

(1) Operating a sandpapering and spinning machine on flooring;

(2) operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and similar machine;

(3) fixing of roof tiles to battens;

(4) laying of outdoor paving in broken slate, granite or stone;

(5) operating drum and belt sanders;

(6) operating edge trimming machine;

(7) operating end trimming saws;

(8) framing up with corrugated fasteners;

(9) fixing of glazing beads on site;

(10) floating up of concrete panel walls in moulds at the factory or prefabricated housing units;

(11) fixing corrugated iron and asbestos sheeting to steel purlins;

(12) assembling of precast man-holes *in situ*;

(13) spraying of acoustic materials;

(14) fixing of metal lathing;

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

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures, and shall include all work incidental thereto or consequent thereon, but shall not include the Electrical Industry nor the installation, maintenance or repair of lifts in buildings;

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

"country jobs" means all jobs situated within the area to which the scope of this Agreement applies, but beyond a radius of 19 kilometres from the main post office of any town or village where an employer may have his licensed place of business prior to the commencement of a job;

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

"Electrical Industry" means—

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

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

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings,

(12) montering en aanbring van lood-, koper- en plastiekpype vir afval, vuil, water (warm en koud), sentrale verwarming, verkoeling, vuur, gas en soortgelyke installasies, wanneer dit in die werkwinkel gemonteer en in massageproduseerde eenhede vir behuiging aangebring is;

(13) montering op die perseel en aanbring van geute en geutpype van asbes, gegalvaniseerde yster en plastiek, uitgesonderd geutpype in pilare;

(14) die aanbring van muurlym, distemper en dergelike materiale;

(15) die aanbring van grond- en onderlae;

(16) afwitwerk;

(17) die verf van staallêers met 'n grondlaag;

(18) die verf van alle dakke;

(19) die aanbring van korrosiewerende verf op struktuurstaalwerk en tenks;

(20) die aanbring van waterdigte mengsels op oppervlakte;

(21) die lê van alle sagte vloerbedekkings, met inbegrip van die afmerk, uitleë, sny en bevestiging daarvan;

(22) massavervaardiging van bekistingspanele;

"bou-assistent, klas II," 'n werknemer wat onder voortdurende toesig van 'n ambagsman een van of al die volgende werksaamhede verrig:

(1) Die bediening van 'n skuur- en draaiskuurmasjien op vloere;

(2) die bediening van 'n Mall- en Biax- of soortgelyke tipe verplaasbare draaiskuurmasjien, buigsame sny-, afwerk- en soortgelyke masjien;

(3) die vassit van dakteëls aan latte;

(4) die lê van buitenshuise plaveisel met gebreekte leiklip, graniet of klip;

(5) bediening van trom- en bandskuurmasjiene;

(6) bediening van 'n randafwerkmasjien;

(7) bediening van eindafwerksaie;

(8) monteerwerk aan rame met kartelkramme;

(9) die vassit van ruitkraallyste op die terrien;

(10) die afstryk van betonpaneelmure in gietvorms by die fabriek of opslaanbehuisingseenhede;

(11) golfyster- en golfasbesplate aan staakaplatte vassit;

(12) voorafgegiëte mangate op die terrein monteër;

(13) die bespuiting van akoestiek materiaal;

(14) plaatgaaswerk vassit;

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

"Bounywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou, en omvat dit alle werk wat met enigeen van voornoemde bedrywighede in verband staan of daaruit voortspruit, maar dit sluit nie die Elektrotegniese Nywerheid en die installering, onderhoud of herstel van hysers in geboue in nie;

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

"plattelandse werk" alle werk binne die gebied waarop hierdie Ooreenkoms van toepassing is maar buite 'n straal van 19 kilometer vanaf die hoofposkantoor van enige stad of dorp waar 'n werkgewer sy gelisensieerde besigheidsplek het voordat hy met so 'n stuk werk begin;

"motordrywer" 'n werknemer wat 'n motorvoertuig dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "n motorvoertuig dryf" alle tye wanneer hy as drywer optree, asook alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tydperke wat hy verplig is om op diens te bly, gereed om te dryf;

"Elektrotegniese Nywerheid"—

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

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

(c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die oprigting, verbouing, herstel en onderhoud van geboue,

including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed and the material is prepared on the site of the buildings or structures or elsewhere;

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

"foreman" means any employee in charge of a place of work or places of work or of a particular section of a place of work or places of work, who assigns work to other employees under his control and supervision, supervises the progress of such work, maintains discipline and is generally responsible to his employer or general foreman for efficiency and productivity in the work and who, in addition, either continuously or intermittently, does the work of an artisan;

"general foreman" means any employee employed in a supervisory capacity, who is in charge of a contract or contracts, who assigns work to other employees under his control and supervision, maintains discipline and is generally responsible to his employer for efficiency and productivity in the work and does not have to do the work of an artisan except in his capacity as instructor;

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

- (1) In charge of labourers mixing, laying and screeding concrete;
- (2) operating a hoist, concrete or mortar mixer or any similar machine;
- (3) caulking of joints in drains;
- (4) in charge of employees engaged in stripping of shuttering;
- (5) in charge of employees engaged in scaffolding erecting;
- (6) operating a power-driven grinding machine and/or filing by hand;
- (7) operating swing saws, stone polishing machinery and compressors for stone work;
- (8) feeding material to roller fed woodworking machines;
- (9) fixing of steel spring clips to aluminium covering strips;
- (10) placing veneered or plain or vyanide/vynalast clad panels of chipboard, gypsum or asbestos-cement manufacture in position and pressing the holding cover strips in position;
- (11) operating an electrically driven orbital sander using sand/waterpaper of a grade from 400 to 120;
- (12) operating power-driven crane;
- (13) applying cement washing to all surfaces;
- (14) bitumastic treatments to all surfaces;
- (15) erecting steel formwork and columns, excluding lining up;
- (16) cutting of poles and wedging up;
- (17) drilling holes, repetitive cutting of rough materials on site with power tools;
- (18) jointing of all brickwork, cutting brick or similar materials;
- (19) operating a rotating solid disc-type machine for screeding of cement or granolithic floors and floating of concrete when such machine is used preparatory to further finishing;
- (20) butting and trimming of wedges;
- (21) cutting of glue blocks;
- (22) operating automatic press;
- (23) operating portable grinding and similar machines;
- (24) bending and/or body forming of metal by machine;

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

- (1) Application of carbolineum to sprockets and battens and application of carbolineum to any other surface;
- (2) applying any liquid reviver to brickwork, slasto or similar material;
- (3) applying back putty for glazing and cleaning off excess tags therefrom;
- (4) assisting artisans by grain filling preparatory to polishing of wood surfaces with fabric;
- (5) assisting artisans in the application of hot glue to tenons or wood surfaces prior to cramping or pressing;
- (6) assisting artisans in placing of steel props and fixing to bearers and adjusting to heights;
- (7) 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;
- (8) bagging down walls and ceilings;
- (9) baling waste or scrap metal by hand or machine;

met inbegrip van bedrading, kabellasterwerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig en die materiaal berei word op die terrein van die geboue of bouwerke of elders;

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

"voorman" 'n werknemer wat aan die hoof staan van 'n werkplek of werkplekke of van 'n besondere afdeling van 'n werkplek of werkplekke, wat werk aan ander werknemers onder sy beheer en toesig opdra, toesig hou oor die vordering daarvan, dissipline handhaaf en in die algemeen aan sy werkgewer of algemene voorman verantwoordelik is vir doeltreffendheid en produksie op die werk, en wat daarbenewens, hetsy onafgebroke of met tussenpose, die werk van 'n ambagsman verrig;

"algemene voorman" 'n werknemer wat in 'n toesighoudende hoedanigheid werksaam is en wat in beheer van 'n kontrak of kontrakte staan, wat werk aan ander werknemers onder sy beheer en toesig opdra, dissipline handhaaf en in die algemeen aan sy werkgewer verantwoordelik is vir doeltreffendheid en produksie op die werk, en wat nie self die werk van 'n ambagsman hoef te doen nie behalwe in die hoedanigheid van instrukteur;

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

- (1) Toesighouding oor arbeiders wat beton meng, lê en afvlak;
- (2) bediening van 'n hystoestel, beton- of daghamenger of dergelyke masjien;
- (3) kalfaterwerk aan lasplekke in rioolpype;
- (4) toesighouding oor werknemers wat bekisting afbreek;
- (5) toesighouding oor werknemers wat steiers oprig;
- (6) bediening van 'n kragaangedrewe slypmasjien en/of hand-vylwerk;
- (7) bediening van hangsaie, klippoleermasjinerie en kompressors vir klipwerk;
- (8) materiaal voer in houtwerkmasjiene met roltoevoer;
- (9) staalveerklemme aan aluminiumdekstrok vasheg;
- (10) fineer- of gewone of vyanide-/vynalastbeklede panele van spaanderbord, gips of asbesement in posisie plaas en die werede dekstrok op hul plekke vasdruk;
- (11) 'n elektries aangedrewe baanskuurmasjien bedien met gebruikmaking van skuur- of waterpapier van graad 400 tot graad 120;
- (12) 'n kragkraan bedien;
- (13) alle soorte oppervlakke met sementmengsel afwit;
- (14) bitumastiekbehandeling van alle soorte oppervlakke;
- (15) staalbekisting en -pilare oprig, dog sonder om dit in lyn te bring;
- (16) pale saag en opkeil;
- (17) gate boor, ruwe materiaal volgens 'n herhalingsmetode met masjiengereedskap op die terrein saag;
- (18) alle soorte steenmesselwerk voeg, bakstene of soortgelyke materiaal sny;
- (19) 'n roteermasjien met soliede skywer vir die afvlakking van sement- of granolietvloere en die afstryking van beton bedien, wanneer sodanige masjien gebruik word voordat verdere afwerking plaasvind;
- (20) wie stuit en afwerk;
- (21) lymblokke saag;
- (22) 'n outomatiese pers bedien;
- (23) verplaasbare slyp- en soortgelyke masjiene bedien;
- (24) metaal met 'n masjien buig en/of fatsoeneer;

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

- (1) Aanbring van karbolineum aan wipstukke en latte en enige ander oppervlak;
- (2) enige vloeibare opfrissingsmiddel aan steenmesselwerk, slasto of soortgelyke materiaal aanbring;
- (3) agterstopverf vir beruiting aanbring en oortollige stopverf verwyder;
- (4) ambagsmanne help deur die draad van houtoppervlakke te vul voordat sodanige houtoppervlakke met 'n lap gepoleer word;
- (5) ambagsmanne help met die aanbring van warm lym aan tappe of houtoppervlakke voordat dit geklamp of gepers word;
- (6) ambagsmanne help om staalstutte in posisie te plaas, aan die draers vas te maak en dit op die regte hoogte te stel;
- (7) hangsaie onder toesig bedien, help om klippe reg te sit en saaglemme aan te bring met die doel om te werk met hangsaie en poleermasjinerie en/of met slypsteenmasjinerie werk;
- (8) saksmeerwerk verrig aan mure en plafonne;
- (9) oorskiet- of afvalmetaal met die hand of 'n masjien baal;

(10) binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials under supervision;

(11) carrying mortar, bricks, stone, concrete or other materials;
(12) cleaning off glass after glazing;
(13) cleaning completed frames in preparation for puttying;
(14) cleaning off moulds, work benches, yard premises, tools, etc.,

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

(16) coupling steel windows and door frames under supervision;

(17) cutting, screwing, bending and threading of piping and steel rods by hand or machine under supervision, excluding copper;

(18) cutting scaffold poles or props by two-handed saw;

(19) cutting dampcourse and placing in position;

(20) cutting of toothings and indents, for bonding brickwork;

(21) cutting hoop iron, bending and holding;

(22) cutting up scrap metal by hand;

(23) cutting, drilling, chasing and plugging in brick and concrete;

(24) cutting of roofing tiles with the hand-cutting machine under supervision;

(25) digging or taking out stone or soil for foundations, trenches, drains and channels;

(26) drawing off material from all woodworking machines;

(27) drilling holes by machine;

(28) drilling or punching metal by power or hand machines under supervision;

(29) erecting hoists under supervision;

(30) erecting scaffolding under supervision;

(31) excavating on ground, soft and hard rock and using a jackhammer and removing excavated stone and soil;

(32) feeding crosscut machines;

(33) feeding materials to manually fed woodworking machines in workshops, excluding spindle, surfacer and circular saw;

(34) feeding materials to mechanically fed woodworking machines;

(35) filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;

(36) filling in joints between joint of brick and concrete beam under supervision;

(37) filling in joints and cleaning of all wall tiles, excluding jointing and pointing;

(38) filling of mould with a facing mixture and concrete mixture using a shovel;

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

(40) fixing dampcourse sheeting to sides of steel and wood-frames;

(41) fixing lugs to steel windows and door frames under supervision;

(42) gauging sand, stone and cement;

(43) gauging sizes of wall and floor tiles;

(44) grouting in joints and filling backs of stone work after fixing under supervision;

(45) grouting of joints in bricks and tile floors and cleaning off;

(46) hoisting shuttering and placing in position but not fixing;

(47) hoisting of steel and laying into position under supervision;

(48) kneading of putty to correct consistency;

(49) knotting or painting of nailheads on ceilings;

(50) laying, levelling and screeding of concrete and operating a concrete vibrator, under supervision;

(51) laying loose tiles on surfaces without bedding, provided no tools are used;

(52) lime-washing of foundations and lime-washing and the use of tar or similar products on buildings and latrines occupied and to be used by Bantu and/or rough timber such as floor joints and underside of ground floors: Provided that the terms "foundations" and "underside of ground floors" shall not include any portion of a building utilised for such purposes as cellars, parking bays, store rooms and the like;

(53) loading and unloading materials and goods;

(54) applying key coat preparatory to application of finishing coat of mastic asphalt on all vertical and inclined surfaces;

(55) mixing mastic asphalt in pots attending to fires, carrying mixed material to site of laying, cleaning up under supervision;

(56) mixing asphalt macadam, dumping and placing material at laying site, rolling with handrollers;

(57) mixing concrete by hand or machine under supervision;

(58) oiling and greasing machinery when not in operation;

(59) priming of surfaces with bitumastic or waterproofing solutions;

(60) preparing roofs, including scraping and wirebrushing prior to painting;

(61) painting of joints and backs of stone with waterproofing compound;

(62) preservative painting of all builder's plant;

(63) removing rust and scale from iron or steel surfaces;

(10) staalbewapeningsmateriaal bind of vasbind met draad en sodanige materiaal onder toesig sny, buig, monteer, oprig en vas-sit;

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

(12) glas skoonmaak nadat ruite ingesit is;

(13) voltooië rame skoonmaak vir stopverfwerk;

(14) vorms, werkbanke, werfpersele, gereedskap, ens., skoon-maak;

(15) klaat of ander harde houtsoorte skoonmaak deur oplos-middels en staalwol te gebruik;

(16) staalvensters en -deurkosyne onder toesig koppel;

(17) pype en staalstawe, uitgesonderd dié wat van koper gemaak is, onder toesig met die hand of 'n masjien sny, vasskroef, buig en skroefdraad daarin sny;

(18) steierpale of stutte met 'n treksaag afsaag;

(19) voglae sny en in posisie plaas;

(20) verandings en uitdandings sny vir verbandsteenmesselwerk;

(21) hoepelyster sny, buig en vashou;

(22) afvalmetaal met die hand opsaag;

(23) stene en beton saag, boor, gleuwe daarin maak en proppe daarin aanbring;

(24) dakpanne onder toesig met 'n handsnymasjien sny;

(25) klip of grond uitgrawe of uithaal vir fondamente, slote, riole en kanale;

(26) materiaal van alle houtwerkmasjiene afneem;

(27) gate met 'n masjien boor;

(28) metaal met 'n krag- of handmasjien onder toesig boor of pons;

(29) hysers onder toesig oprig;

(30) steiers onder toesig oprig;

(31) uitgrawings maak in grond, sagte en harde rots, en 'n klop-boor gebruik en die klip en grond wat uitgegrawe is, verwyder;

(32) dwarssnymasjiene voer;

(33) materiaal in handgevoerde houtwerkmasjiene in werk-winkels voer, uitgesonderd spil, vlakslyper en sirkelsaag;

(34) materiaal voer in houtwerkmasjiene met meganiese toevoer;

(35) gate of duike in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvryf;

(36) voeë tussen steenwerk en betonballe onder toesig opvul;

(37) voeë opvul en alle muurteëls skoonmaak, uitgesonderd voegwerk en voegvulling;

(38) vorms met 'n voorwerkmengsel en betonmengsel vul deur 'n graaf te gebruik;

(39) hoepelyster-, staal- of draadverstyngs aanbring om be-kisting te versterk;

(40) voglaagstroke aan die kante van staal- en houtrame vas-sit;

(41) kloue onder toesig aan staalvensters en deurkosyne vassit;

(42) sand, klip en sement afmeet;

(43) muur- en vloerteëls pasmaak;

(44) die bryvulling van voeë en die opvul van die agterkant van klipwerk nadat dit gelê is, onder toesig;

(45) die bryvulling van voeë tussen stene en vloerteëls en die skoonmaak daarvan;

(46) bekisting hys en in posisie plaas maar dit nie vassit nie;

(47) staal hys en in posisie plaas onder toesig;

(48) stopverf brei totdat dit die regte konsistensie het;

(49) toelak of toeverf van spykerkoppe in plafonne;

(50) beton lê, gelykmaak en afvlak en 'n betontriller onder toe-sig bedien;

(51) los teëls, sonder bedding, op oppervlakke lê mits geen gereedskap gebruik word nie;

(52) fondamente afwit en geboue en latrines wat deur Bantoes geokkupeer en gebruik sal word en/of ruwe timmerwerk soos vloerballe en die onderkant van grondverdiepingvloere afwit of met teer of 'n soortgelyke stof behandel: Met dien verstande dat die uitdrukings "fondamente" en "onderkant van grondverdiepingvloere" nie 'n deel van 'n gebou wat gebruik word of bestem is om gebruik te word vir doeleindes soos kelders, parkeerruimtes, pakkamers, ens., insluit nie;

(53) materiaal en goedere op- en aflaai;

(54) 'n kleeflaag aanbring ter voorbereiding vir die aanbring van 'n afwerklaag van mastikasfalt op alle vertikale en skuins opper-vlakke;

(55) mastikasfalt in potte meng, vure stook, gemengde materiaal aandra na lêterrein, skoonmaak onder toesig;

(56) asfaltmacadam meng, materiaal op lêterrein ophoop en plaas en dit met handrollers uitrol;

(57) beton onder toesig met die hand of met 'n masjien meng;

(58) masjinerie olie en smeer wanneer dit nie loop nie;

(59) 'n grondlaag van bitumineuse of waterdigtingsoplossings op oppervlakke aanbring;

(60) dakke gereed maak voordat dit geverf word, met inbegrip van skraap- en draadborselwerk;

(61) voeë en agterkante van klip met 'n waterdigte mengsel verf;

(62) preserveerverf op bouersuistrusting aanbring;

(63) roes en ketelsteen van yster- of staaloppervlakke verwyder;

(64) removing loose and flaking paint from gutters, drainpipes or other surfaces, under supervision when a blowlamp or paint solvent is being used;

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

(66) sandpapering between coats;

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

(68) scraping or washing of walls or any surfaces for painting, provided that no tools ordinarily employed by painters are used, or artisan's work is done by a labourer, Grade II;

(69) washing down new galvanised surfaces prior to painting, and treating new galvanised surfaces under supervision when a blowlamp or paint solvent is being used;

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

(71) raking out of brick joints and preparation of surfaces for plastering;

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

(73) scraping down finished faces of products by hand, using a wire steel brush and a scrubbing brush;

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

(75) stopping, puttying woodwork, walls and ceilings;

(76) slushing of surfaces preparatory to plastering;

(77) stopping of joints of moulds with plaster of paris under supervision;

(78) stripping shuttering under supervision;

(79) setting up of moulds, and stripping of casings and castings;

(80) tamping of and the filling in of moulds, excluding the use of plasterers' trowels;

(81) treating of gutters and downpipes with any liquid which oxidises galvanised surfaces prior to painting;

(82) treating timber with preservative under supervision;

(83) tying of roof tiles with wire;

(84) washing down bricks;

(85) wedging up wood props under supervision;

(86) working jackhammers or using hammer and punch for splitting stone or drilling dowel holes;

(87) assisting artisans or higher graded workers wherever necessary, but not to perform the work of an artisan or such higher graded employees;

(88) any other work of an unskilled nature not elsewhere specified or apportioned to any other class or grade of employee;

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

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

"Midlands" means the Magisterial Districts of Pietermaritzburg, Richmond, New Hanover, Camperdown, Lions River and in that portion of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial District of Lions River;

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

"Northern Natal" means the Magisterial Districts of Vryheid, Dundee, Klip River, Estcourt, Dannhauser, Newcastle, Glencoe, Utrecht and that portion of the Magisterial District of Mooi River which, prior to 1 September 1964, fell within the Magisterial District of Estcourt;

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

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

(64) onder toesig los en geskilferde verf verwyder van geute, geutpype of ander oppervlakke, met gebruikmaking van 'n blaaslamp of verpopsmiddel;

(65) pleister van staal- of houtoppervlakke in nuwe geboue verwyder voordat dit geverf word;

(66) tussen die aanbring van verflae die oppervlak met skuurpapier bewerk;

(67) oppervlakke wat voorheen afgewit was of ander oppervlakke afskraap en afvryf, dog sonder om herstelwerk aan sodanige oppervlakke te verrig;

(68) mure of ander oppervlakke afskraap of was voordat dit geverf word, mits geen gereedskap wat gewoonlik deur skilders gebruik word, gehanteer word nie en geen ambagswerk deur 'n arbeider, graad II, verrig word nie;

(69) nuwe gegalvaniseerde oppervlakke afwas voordat dit geverf word, en nuwe gegalvaniseerde oppervlakke onder toesig behandel met gebruikmaking van 'n blaaslamp of verpopsmiddel;

(70) skuurmiddels van alle soorte, met inbegrip van vrymengsels, met die hand aanwend op werk wat in gereedheid gebring word vir verf- en spuitwerk; ook skuurpapier wat nie fyner mag wees nie as Oakey se No. 2-sterkte of die ekwivalent daarvan, mag gebruik word vir enigeen van hierdie skoonmaakprosesse, maar slegs skropborsels of draadborsels mag gebruik word;

(71) voë tussen stene uitkrap en oppervlakke gereed maak vir pleisterwerk;

(72) vlekke en sement verwyder van klip, kunsklip, leiklip, terracotta of dergelike oppervlakke met karborundumblokke of vryfmasjiene;

(73) die afgewerkte voorvlakke van produkte met die hand afskraap, met gebruikmaking van 'n staalborsel en 'n skropborsel;

(74) materiaal met grawe ingooi in of verwyder uit dagha- of betonmengmasjiene; sand sif en dagha of beton met grawe meng;

(75) houtwerk, mure en plafonne opvul of met stopverf bewerk;

(76) oppervlakke flodder voordat dit gepleister word;

(77) voë van vorms onder toesig met gips toestop;

(78) bekisting onder toesig afbreek;

(79) vorms opstel, bekisting afbreek en vorms van gietstukke verwyder;

(80) gietsets in vorms vasstamp en vorms vul sonder om pleisteraartroffels te gebruik;

(81) geute en geutpype behandel met enige vloeistof wat gegalvaniseerde oppervlakke oksideer voordat dit geverf word;

(82) timmerhout onder toesig met 'n preserveermiddel behandel;

(83) dakpanne met draad vasbind;

(84) stene afwas;

(85) houtstutte onder toesig opkeil;

(86) met klopboor werk of 'n hamer en pons gebruik om klip te splits of taggate te boor;

(87) ambagsmanne of hoër gegradeerde werkers wanneer nodig help, sonder om die werk van 'n ambagsman of sodanige hoër gegradeerde werknemers te verrig;

(88) of enige ander ongeskoolde werk verrig wat nie elders gespesifiseer of aan enige ander klas of graad werknemer toegewys is nie;

"leerling" 'n werknemer wat 21 jaar oud en ouer is en diens doen in ooreenstemming met 'n skriftelike leerlingkontrak ooreenkomstig klousule 4 (4) in die beroep van asfaltwerker of glaswerker of dak-aanbringer;

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

"Middellande" die landdrostrikte Pietermaritzburg, Richmond, New Hanover, Camperdown en Lionsrivier en in daardie gedeelte van die landdrostrik Mooirivier wat voor 1 September 1964 in die landdrostrik Lionsrivier geval het;

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

"Noord-Natal" die landdrostrikte Vryheid, Dundee, Kliprivier, Estcourt, Dannhauser, Newcastle, Glencoe, Utrecht en daardie gedeelte van die landdrostrik Mooirivier wat voor 1 September 1964 binne die landdrostrik Estcourt geval het;

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

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

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

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

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

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

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

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

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

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

"trainee" means an employee serving a period of training in terms of the provisions of the Training of Artisans Act, 1951;

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

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

4. ENGAGEMENT OF EMPLOYEES

(1) (a) Subject to the provisions of subclause (2) of this clause, members of the trade unions agree to accept employment only with members of the employers' organisation, and members of the employers' organisations agree to employ in occupations for which wages are prescribed in clause 17 (1) (h) only members of the trade unions.

(b) Proof of membership by an employee of any of the trade unions shall be a working card, issued by the Council in such form as the Council may from time to time decide, confirming that the employee is a member of the relevant union and in good standing in respect of the quarter-year shown on such card. The trade unions shall keep the Council advised of the names of employees who, according to the records of the respective unions, are in good standing.

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

(2) The provisions of subclause (1) shall not apply—

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

(b) apart from the right of a person in terms of section 51 (10) of the Act, where an employer or an employee has, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause and has reported such refusal within 14 days;

(c) unless an employee whose services cannot be retained in terms of subclause (1) of this clause can be replaced, either through the agency of the trade unions or the Industrial Council by an employee in possession of an up-to-date endorsed working card;

(d) in Northern Natal.

(3) *Registration of artisans.*—(a) An artisan who has not been issued with a certificate of registration in terms of a previous agreement, and who has either—

(i) completed his apprenticeship contract in terms of the Apprenticeship Act, 1944; or

(ii) been issued with a certificate of proficiency under section 6 or a trade diploma under section 7 of the Training of Artisans Act, 1951; or

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

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

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

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

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

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

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

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

"kwekeling" 'n werknemer wat 'n opleidingstydperk deurmaak ingevolge die Wet op Opleiding van Ambagsmanne, 1951;

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

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

4. INDIENSNEMING VAN WERKNEMERS

(1) (a) Behoudens subklousule (2) van hierdie klousule, willig lede van vakverenigings in om werk te aanvaar slegs by lede van die werkgewersorganisasie, en willig lede van die werkgewersorganisasie in om slegs lede van die vakverenigings in diens te neem in die beroepe waarvoor lone in klousule 17 (1) (h) voorgeskryf word.

(b) Die bewys dat 'n werknemer lid is van enigen van die vakverenigings, is 'n werkkaart wat deur die Raad uitgereik word in die vorm waarop die Raad van tyd tot tyd besluit, waarin daar bevestig word dat die betrokke werknemer lid is van die betrokke vereniging en 'n volwaardige lid is ten opsigte van die kwartaar op sodanige kaart vermeld. Die vakverenigings moet die Raad op die hoogte hou van die name van werknemers wat volgens die registers van die onderskeie vakverenigings volwaardige lede is.

(c) 'n Werkgever mag geen werknemer wat nie in besit is van 'n geldige werkkaart nie, in diens neem en/of hou nie.

(2) Subklousule (1) is nie van toepassing nie—

(a) op 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika: Met dien verstande dat indien 'n immigrant te eniger tyd, na die eerste drie maande vanaf die datum waarop hy in die Nywerheid begin werk het, 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand gewys het, hierdie klousule onmiddellik op sodanige immigrant van toepassing word;

(b) waar daar, afgesien van die regte van 'n persoon kragtens artikel 51 (10) van die Wet, aan 'n werkgever of 'n werknemer, na die Raad se mening, sonder redelike gronde lidmaatskap van 'n party by hierdie Ooreenkoms geweier is, en sodanige weiering binne 14 dae deur die betrokke werkgever of werknemer aangemeld is;

(c) tensy 'n werknemer wie se dienste ingevolge subklousule (1) van hierdie klousule nie behou mag word nie, deur tussenkoms van of die vakverenigings of die Nywerheidsraad vervang kan word deur 'n werknemer wat in besit is van 'n werkkaart waarop aangeteken is dat dit nog nie verval het nie;

(d) in Noord-Natal.

(3) *Registrasie van ambagsmanne.*—(a) 'n Ambagsman aan wie 'n registrasiesertifikaat nie ingevolge 'n vorige ooreenkoms uitgereik is nie, en wat of—

(i) sy leerkontrak ingevolge die Wet op Vakleerlinge, 1944, voltooi het; of

(ii) 'n vaardigheidsertifikaat kragtens artikel 6 of 'n bedryfsdiploma kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, ontvang het; of

(iii) been employed in the Building Industry in any one of the trades designated under the Apprenticeship Act, 1944, for at least five consecutive years, having for not less than 80 per cent of that period contributed to a holiday or benefit fund for the Building Industry, shall, within one month from the date of coming into operation of this agreement, apply to the Council for a certificate of registration on such form as the Council may from time to time prescribe and shall be issued with such a certificate by the Council.

(b) Any person who does not fall within the category mentioned in paragraph (a) shall, if desirous of applying for a certificate of registration, furnish the Council with such documentary proof as the Council may deem necessary to substantiate the applicant's qualification for a certificate. The Council may, in its discretion, issue a certificate of registration to such a person.

(c) Every employee who has been issued with a certificate in terms of paragraph (a) or (b) shall, upon accepting employment in the Industry, produce such certificate to his employer.

(d) No employer shall employ as an artisan any person unless such person produces a certificate issued to him in terms of this subclause: Provided that this shall not apply if the employee produces to the employer proof from the Council that application has been made for a certificate of registration in terms of paragraph (a) or (b) in which event such employee shall not be employed for a period exceeding one month from the date of his application to the Council, without a certificate of registration.

(e) Any certificate issued in terms of this subclause shall be retained by the employee and such employee shall, on being requested to do so by the Council surrender the certificate to the Council.

(f) The Council shall have the power to amend, revoke or withdraw a certificate issued in terms of this clause, and in such circumstances the Council's decision shall be final.

(g) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits the employment of a person, shall be deemed to relieve the employer from paying the remuneration prescribed and observing the conditions which he would have had to pay or observe had such employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such employment had not been prohibited.

(h) Notwithstanding anything contained in this subclause no person who is in terms of any determination made by the Minister in terms of section 77 of the Act prohibited from performing any work in the Building Industry shall be issued with a certificate of registration unless exemption has been granted, permitting of his employment in any such work. Certificates of registration issued to such persons shall be clearly distinguishable from those issued to other artisans and on such certificates shall be indicated, in writing, that the artisan concerned and his employer have been exempted from the provisions of any such determination.

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

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

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

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

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

5. EMPLOYMENT OF MINORS

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

(iii) vir minstens vyf agtereenvolgende jare in diens was in die Bounywerheid in enigeen van die ambagte aangewys ingevolge die Wet op Vakleerlinge, 1944, en wat minstens 80 per sent van daardie tydperk tot 'n vakansie- of bystandsfonds vir die Bounywerheid bygedrae het, moet, binne een maand vanaf die datum van inwerkingtreding van hierdie ooreenkoms, by die Raad aansoek doen om 'n registrasiesertifikaat in die vorm wat die Raad van tyd tot tyd voorskryf en die Raad moet so 'n sertifikaat aan hom uitreik.

(b) Enigeen wat nie binne die kategorie vermeld in paragraaf (a) val nie, moet, indien hy om 'n registrasiesertifikaat aansoek wil doen, die dokumentêre bewys aan die Raad voorlê wat die Raad nodig ag om te bewys dat die aansoeker op 'n sertifikaat geregtig is. Die Raad kan na goedvinde 'n registrasiesertifikaat aan so 'n persoon uitreik.

(c) Elke werknemer aan wie 'n sertifikaat kragtens paragraaf (a) of (b) uitgereik is, moet sodanige sertifikaat aan sy werkgever toon sodra hy diens in die Nywerheid aanvaar.

(d) Geen werkgever mag enigiemand as ambagsman in diens neem nie, tensy so 'n persoon 'n sertifikaat toon wat kragtens hierdie subklausule aan hom uitgereik is: Met dien verstande dat hierdie bepaling nie van toepassing is nie indien die werknemer aan die werkgever 'n bewys, van die Raad afkomstig, kan lewer dat hy aansoek gedoen het om 'n registrasiesertifikaat ingevolge paragraaf (a) of (b), en in daardie geval mag so 'n werknemer nie in diens geneem word vir 'n tydperk van langer as een maand vanaf die datum van sy aansoek by die Raad, sonder om 'n registrasiesertifikaat te bekom nie.

(e) 'n Sertifikaat wat ingevolge hierdie subklausule uitgereik is, moet in die werknemer se besit bly en so 'n werknemer moet die sertifikaat aan die Raad teruggee indien die Raad hom versoek om dit te doen.

(f) Die Raad het die bevoegdheid om 'n sertifikaat wat ingevolge hierdie klausule uitgereik is, te wysig of in te trek en in sodanige geval is die Raad se besluit deurslaggewend.

(g) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van 'n persoon verbied, geag die werkgever te ontfang van sy verpligting om die voorgeskrewe besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom as sodanige indiensneming nie verbode was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming nie verbode was nie.

(h) Ondanks enige bepaling in hierdie subklausule, mag 'n registrasiesertifikaat nie uitgereik word aan enigiemand wat ingevolge 'n vaststelling van die Minister kragtens artikel 77 van die Wet verbied word om werk in die Bounywerheid te verrig nie, tensy hy vrystelling ontvang het wat sy indiensneming in sodanige werk toelaat. Registrasiesertifikate wat aan sodanige persone uitgereik word, moet duidelik onderskei kan word van dié wat aan ander ambagsmanne uitgereik word en daar moet op sodanige sertifikate skriftelik aangedui word dat die betrokke ambagsman en sy werkgever vrystel is van die bepalings van sodanige vaststelling.

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

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

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

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

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

5. INDIENSNEMING VAN MINDERJARIGES

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

6. EXHIBITION OF AGREEMENT

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

7. APPLICATION OF AGREEMENT

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

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

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

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

9. REGISTRATION OF EMPLOYERS

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

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

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

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

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

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

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

- wages as prescribed in clause 17;
- supplementary remuneration and contributions prescribed in clause 19; and
- and other financial obligations for which an employer is liable in terms of any other agreement of the Council.

10. NOTICE BOARD

(1) Every employer and all employers working in partnership shall, wherever building operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board of a size not less than 60 cm by 45 cm or a notice board approved by the Council showing in letters not less than 5 cm in height and in material of a durable nature—

- the name of such employer or partnership;
- the registered address of such employer or partnership;

6. VERTONING VAN OOREENKOMS

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

7. TOEPASSING VAN OOREENKOMS

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

8. VAKVERENIGINGORGANISEERDERS EN/OF VERTEENWOORDIGERS IN DIE RAAD

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

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

9. REGISTRASIE VAN WERKGEWERS

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

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

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

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

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

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

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

- se lone soos in klousule 17 voorgeskryf;
- se aanvullende besoldiging en bydraes in klousule 19 voorgeskryf; en
- ander finansiële verpligtings waarvoor 'n werkgever aanspreeklik is ingevolge enige ander ooreenkoms van die Raad.

10. KENNISGEWINGBORD

(1) Elke werkgever en alle werkgevers in 'n vennootskap moet, wanneer hy of hulle bouwerk verrig, 'n kennisgewingbord van minstens 60 cm by 45 cm of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek waartoe die publiek toegang het, en ondergenoemde inligting moet in letters minstens 5 cm hoog en gemaak van 'n materiaal van 'n duursame aard, op sodanige bord voorkom:

- Die naam van sodanige werkgever of vennootskap;
- die geregistreerde adres van sodanige werkgever of vennootskap;

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

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

11. TIME SHEETS

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

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

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

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

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

12. PROHIBITION OF PIECE-WORK AND TASK WORK

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

(2) Notwithstanding the provisions of subclause (1) and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 17 and 18 or any other agreement entered into between the parties, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive scheme, the terms of which have been agreed upon as set out in subclauses (3) and (4) hereunder: Provided further that apprentices shall not be allowed to participate in such incentive scheme.

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

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

13. LABOUR-ONLY CONTRACTS

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

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

14. HOURS OF WORK

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

- (a) on a Saturday or a Sunday;
- (b) for more than five days in any one week—Monday to Friday;
- (c) in the case of working employers, apprentices, trainees and employees for whom wages are prescribed in clause 17 (1) (a), (b), (c), (d), (e), (f), (h), (i) and (j)—

- (i) for more than 43 hours on any one week or for more than eight and three-fifths hours in any one day;
- (ii) before 07h24 or after 17h00;

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

(e) for a continuous period of more than five hours in any one day without an uninterrupted interval of at least one hour: Provided that this paragraph shall not apply to a nightwatchman and/or patrolman.

(c) in die geval van 'n werkgewer wat lid van een van die werkgewersorganisasies, die feit dat hy lid daarvan is.

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

11. TYDSTATE

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

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

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

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

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

12. VERBOD OP STUKWERK EN TAAKWERK

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

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

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

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

13. KONTRAKTE SLEGS VIR ARBEID

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

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

14. WERKURE

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

- (a) Op 'n Saterdag of 'n Sondag;
- (b) meer as vyf dae in 'n bepaalde week van Maandag tot Vrydag;

(c) in die geval van werkende werkgewers, vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 17 (1) (a), (b), (c), (d), (e), (f), (h), (i) en (j) voorgeskrif word—

- (i) meer as 43 uur in 'n bepaalde week of meer as agt en drie-vyfde uur op 'n bepaalde dag;
- (ii) voor 07h24 of na 17h00;

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

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

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

- (i) outside the hours prescribed in subclause (1);
- (ii) on a Saturday or a Sunday;
- (iii) on or during the holiday period prescribed in terms of clause 16 (1) (a);
- (iv) on or during the public holidays prescribed in terms of clause 16 (1) (b).

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

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

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

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

15. OVERTIME

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

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

(a) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12h00 on the business day on which such overtime is to be worked, or in the case of work to be performed on a Saturday or a Sunday, before 12h00 on the Thursday preceding. The applicant shall state—

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

(b) in the case of emergency work, in which case the employer who caused such work to be executed shall, not later than 13h00 on the Council's next succeeding business day, deliver to the Council a statement, in writing, setting forth—

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

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

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

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

16. ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

- (a) (i) between finishing time on Friday, 19 December 1975, and starting time on Monday, 12 January 1976;

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

- (i) buite die ure in subklousule (1) voorgeskryf;
- (ii) op 'n Saterdag of 'n Sondag;
- (iii) in of gedurende die vakansietydperk in klousule 16 (1) (a) voorgeskryf;
- (iv) op of gedurende die openbare vakansiedae in klousule 16 (1) (b) voorgeskryf.

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

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

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

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

15. OORTYDWERK

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

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

(a) met die toestemming van die Raad, waarom skriftelik aansoek gedoen moet word voor 12h00 op die besigheidsdag waarop sodanige oortyd gewerk moet word of, in die geval van werk wat op 'n Saterdag of 'n Sondag verrig moet word voor 12h00 op die vorige Donderdag. Die aansoeker moet die volgende besonderhede meld:

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

(b) in die geval van noodwerk, wanneer die werkgever wat sodanige werk laat verrig het, nie later nie as om 13h00 op die Raad se eersvolgende besigheidsdag 'n skriftelike verklaring wat die volgende besonderhede bevat, by die Raad moet indien:

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

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

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

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

16. JAARLIKES VERLOF EN OPENBARE VAKANSIEDAE

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

- (a) (i) tussen die sluitingstyd op Vrydag, 19 Desember 1975, en die aanvangstyd op Maandag, 12 Januarie 1976;

- (ii) between finishing time on Friday, 17 December 1976, and starting time on Monday, 10 January 1977;
 (iii) between finishing time on Friday, 23 December 1977, and starting time on Monday, 16 January 1978;

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

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

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

17. WAGES

(1) Subject to the provisions of subclauses (2), (3), (4) and (5) of this clause, no employer shall pay, and no employee shall accept, wages at rates lower than those indicated below for the respective areas of jurisdiction:

	In Midlands Per hour c	In Northern Natal Per hour c
(a) Labourer, Grade II.....	46	36½
(b) Labourer, Grade I.....	50	42½
(c) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers attached to or drawn by such vehicles is—		
(i) up to and including 1 815 kg	54½	45
(ii) over 1 815 kg but not exceeding 3 175 kg	61½	51½
(iii) over 3 175 kg but not exceeding 3 850 kg	69	62
(iv) over 3 850 kg.....	80½	69
(d) Operator of a power-driven crane	50	42½
(e) Building assistant, Class II.....	68½	68½
(f) Building assistant, Class I.....	82	82
	Per day R	Per day R
(g) Employees employed on patrol- ling premises and guarding property	3,99	2,89
	Per hour R	Per hour R
(h) Artisans, foremen, general fore- men	1,72½	1,58½
(i) Employees employed during the probationary period allowed under the Apprenticeship Act, 1944: The rate laid down for first year apprentices; thereafter as apprentices employed under the Apprenticeship Act, 1944, the rate as laid down for appren- tices		
	Per hour c	Per hour c
(j) Learner asphalters, glaziers and roofing fixers—		
(i) from 1 to 6 months of learnership	55	48
(ii) from 7 to 9 months of learnership	63½	56
(iii) from 10 to 12 months of learnership	79½	68½
(iv) from 13 to 15 months of learnership	94½	81½
(v) from 16 to 18 months of learnership	119½	104½

(2) (a) The wages prescribed in subclause (1) (a), (b), (c), (d), (e), (f), (g), (h) and (j) shall be subject to an adjustment on—

(i) 13 May 1976, and thereafter every year on and with effect from—

- (ii) 12 November; and
 (iii) 13 May;

in accordance with the following formula:

The latest consumer price index figure available as at—

- (i) 30 April 1976;
 (ii) 31 October; and
 (iii) 30 April;

(ii) tussen die sluitingstyd op Vrydag, 17 Desember 1976, en die aanvangstyd op Maandag, 10 Januarie 1977;

(iii) tussen die sluitingstyd op Vrydag, 23 Desember 1977, en die aanvangstyd op Maandag, 16 Januarie 1978;

(b) op Goeie Vrydag, Paasmaandag, Hemelvaarsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte-dag, Kersdag, Nuwejaarsdag, tensy die skriftelike toestemming van die Raad vooraf verkry is;

(c) op die Vrydag onmiddellik ná Hemelvaartsdag, ingeval die werknemer ingevolge die voorbehoudsbepaling van klousule 15 (2) die Saterdag voor Hemelvaartsdag gewerk het.

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

17. LONE

(1) Behoudens subklousules (2), (3), (4) en (5) van hierdie klousule, mag geen werkgewer laer lone betaal, en mag geen werknemer laer lone aanvaar, as dié wat hieronder vir die onderskeie regsgebiede aangedui word nie:

	In die Middellande Per uur c	In Noord- Natal Per uur c
(a) Arbeider, graad II.....	45	36½
(b) Arbeider, graad I.....	50	42½
(c) Drywer van 'n motorvoertuig waarvan, die onbelaste massa, saam met die onbelaste massa van 'n sleepwa of sleepwaens wat aan sodanige voertuig geheg is of daardeur getrek word—		
(i) tot en met 1 815 kg is....	54½	45
(ii) meer as 1 815 kg maar hoogstens 3 175 kg is	61½	51½
(iii) meer as 3 175 kg maar hoogstens 3 850 kg is	69	62
(iv) meer as 3 850 kg is.....	80½	69
(d) Kragkraanbediener.....	50	42½
(e) Bou-assistent, klas II.....	68½	68½
(f) Bou-assistent, klas I.....	82	82
	Per dag R	Per dag R
(g) Werknemers wat die perseel patrolleer en eiendom bewaak	3,99	2,89
	Per uur R	Per uur R
(h) Ambagsmanne, voormanne, algemene voormanne	1,72½	1,58½
(i) Werknemers in diens gedurende die proeftyd wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word: Die loon wat vasgelê is vir eerstejaarvakleer- linge; daarna as vakleerlinge in diens kragtens die Wet op Vak- leerlinge, 1944, die loon soos vasgelê vir vakleerlinge		
	Per uur c	Per uur c
(j) Leerlingasfaltwerkers, -glaswer- kers en -dakaanbringers—		
(i) van 1 tot 6 maande leer- lingskap	55	48
(ii) van 7 tot 9 maande leer- lingskap	63½	56
(iii) van 10 tot 12 maande leer- lingskap	79½	68½
(iv) van 13 tot 15 maande leer- lingskap	94½	81½
(v) van 16 tot 18 maande leer- lingskap	119½	104½

(2) (a) Die lone voorgeskryf in subklousule (1) (a), (b), (c), (d), (e), (f), (g), (h) en (j) is onderworpe aan aanpassing op—

(i) 13 Mei 1976 en daarna elke jaar op en met ingang van—
 (ii) 12 November; en
 (iii) 13 Mei;

in ooreenstemming met die volgende formule:

Die jongste verbruikersprysindekssyfer beskikbaar op—

- (i) 30 April 1976;
 (ii) 31 Oktober; en
 (iii) 30 April;

multiplied by the current wage rate, and the product thereof divided by the consumer price index on which the current wage rate was calculated, to arrive at the adjusted wage: Provided always that the adjusted wage shall be rounded off to the nearest half cent.

For the purposes of this subclause, the term "current wage rate" shall mean the minimum prescribed wage as adjusted in accordance with the formula set out in this subclause.

Note.—For the purpose of the adjustment to be made on 13 May 1976, the consumer price index, on which the wages prescribed in subclause (1) were calculated, shall be taken as 161,22.

(b) For the purposes of this subclause, the term "consumer price index" shall mean the consumer price index figure for Pietermaritzburg, relating to all items as published by the Secretary for Statistics in the *Government Gazette* in respect of such area compared with itself for April 1970.

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

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

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

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

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

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

(d) performed in old sewers.

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

(b) *Suspension of employment due to shortage of material.*—An employer shall pay to any of his employees whom he has, for a portion of any day, suspended temporarily from work owing to shortage of material, an amount equivalent to the wages and allowances which any such employee would have received had he worked all the ordinary hours of work which occurred during such suspension.

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

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

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

(ii) employees for whom wages are prescribed in subclause (1) (h): His hourly wage plus the total sum prescribed in clause 19 (3) (a) or 19 (3) (b), whichever is applicable;

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

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

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

(ii) on Saturday, prior to 17h00:

One and one-half times his hourly wage;

vermenigvuldig met die geldende loonskaal, en die produk daarvan gedeel deur die verbruikersprysindeks waarvolgens die geldende loonskaal bereken is, is die aangepaste loon: Met dien verstande dat die aangepaste loon altyd tot die naaste halfsent aangegee word.

Vir die toepassing van hierdie subklousule beteken die uitdrukking "huidige loonskaal" die minimum voorgeskrewe loon soos aangepas ooreenkomstig die formule in hierdie subklousule uiteengesit.

Let wel.—Vir die doeleindes van die aanpassing wat op 13 Mei gemaak moet word, word die verbruikersprysindeks waarvolgens die lone soos voorgeskryf in subklousule (1) bereken is, op 161,22 gestel.

(b) Vir die toepassing van hierdie subklousule, beteken die uitdrukking "verbruikersprysindeks" die verbruikersprysindeksyfer vir Pietermaritzburg met betrekking tot alle items soos deur die Sekretaris van Statistiek in die *Staatskoerant* gepubliseer vir daardie gebied, vergeleke met die toestand in dieselfde gebied in April 1970.

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

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

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

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

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

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

(d) wat in ou riole verrig word.

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

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

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

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

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

(ii) werknemers vir wie lone in subklousule (1) (h) voorgeskryf word: Hul uurloon plus die totale bedrag voorgeskryf in klousule 19 (3) (a) of 19 (3) (b), watter ook al van toepassing mag wees;

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

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

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

(ii) op Saterdag voor 17h00:

Een en 'n halfmaal hul uurloon;

- (c) in respect of each hour or part of an hour worked—
 (i) after 17h00 on Saturday;
 (ii) on Sunday and until 07h24 on Monday;
 (iii) on the public holidays prescribed in clause 16 (1) (b) and (c);
 (iv) during the annual leave periods mentioned in clause 16 (1) (a);

Double his hourly wage.

(8) (a) *Payment of attendance bonus.*—An attendance bonus of 4c per hour shall be paid weekly to all employees referred to in subclause (1) (a), (b), (c), (d), (e), (f) and (g), provided such employees work the full number of hours per week as prescribed in clause 14, or alternatively the full number of hours, per week, stipulated by an employer to constitute his pay-week. For the purpose of this subclause, any time lost due to inclement weather or prescribed compulsory holidays shall be regarded as time worked.

(b) The provisions of this subclause shall apply only in Midlands.

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

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

18. PAYMENT FOR ANNUAL LEAVE AND PUBLIC HOLIDAYS

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

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

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

(b) *Annual leave period.*—In respect only of hours, worked within the time prescribed in clause 14 (1), an employer shall pay to an employee the amount set forth hereunder: Provided that—

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

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

Category of employee	In Midlands Per hour c	In Northern Natal Per hour c
(A) Labourer, Grade II.....	2,8	2,2
(B) Labourer, Grade I.....	3,1	2,6
(C) Driver of a motor vehicle, the unladen mass of which, together with the unladen mass of any trailers or trailers attached to or drawn by such vehicle, is—		
(i) up to and including 1 815 kg	3,4	2,8
(ii) over 1 815 kg but not exceeding 3 175 kg	3,8	3,2
(iii) over 3 175 kg but not exceeding 3 850 kg	4,2	3,8
(iv) over 3 850 kg.....	4,9	4,2
(D) Operator of a power-driven crane	3,1	2,6
(E) Building assistant, Class II..	4,2	4,2
(F) Building assistant, Class I....	5,0	5,0

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

- (i) na 17h00 op Saterdag;
 (ii) op Sondag en tot 07h24 op Maandag;
 (iii) op die openbare vakansiedae in klousule 16 (1) (b) en (c) voorgeskryf;
 (iv) gedurende die jaarlikse verloftydperke in klousule 16 (1) (a) genoem:

Dubbel hul uurloon.

(8) (a) *Betaling van bywoningsbonus.*—'n Bywoningsbonus van 4c per uur moet weekliks betaal word aan alle werknemers wat in subklousule (1) (a), (b), (c), (d), (e), (f) en (g) vermeld word, mits sodanige werknemers die volle getal ure per week werk soos voorgeskryf in klousule 14, of anders die volle getal ure per week wat die werkgewer as sy betaalweek bepaal. Vir die toepassing van hierdie subklousule word tyd wat verloor word weens gure weer of voorgeskrewe verpligte vakansiedae as tyd gewerk beskou.

(b) Hierdie subklousule is slegs van toepassing in die Middellande.

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

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

18. BESOLDIGING VIR JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

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

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

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

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

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

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

Klas werknemer	In die Middellande Per uur c	In Noord- Natal Per uur c
(A) Arbeider, graad II.....	2,8	2,2
(B) Arbeider, graad I.....	3,1	2,6
(C) Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of -waens wat aan sodanige voertuig geheg is of daardeur getrek word—		
(i) tot en met 1 815 kg is..	3,4	2,8
(ii) meer as 1 815 kg maar hoogstens 3 175 kg is	3,8	3,2
(iii) meer as 3 175 kg maar hoogstens 3 850 kg is	4,2	3,8
(iv) meer as 3 850 kg is....	4,9	4,2
(D) Kragkraanbediener.....	3,1	2,6
(E) Bou-assistent, klas II.....	4,2	4,2
(F) Bou-assistent, klas I.....	5,0	5,0

	Per day c	Per day c
(G) Employees engaged on patrolling and guarding property	24,4	17,7
	Per hour c	Per hour c
(H) Learner asphalters, glaziers and roofing fixers—		
(i) from 1 to 6 months of learnership	3,4	2,9
(ii) from 7 to 9 months of learnership	3,9	3,4
(iii) from 10 to 12 months of learnership	4,9	4,2
(iv) from 13 to 15 months of learnership	5,8	5,0
(v) from 16 to 18 months of learnership	7,3	6,4

(2) (a) The holiday pay rate per hour worked as prescribed in subclause (1) (b) (A), (B), (C), (D), (E), (F) and (H) shall be subject to adjustment on—

(i) 13 May 1976, and thereafter every year on and with effect from—

(ii) 12 November; and

(iii) 13 May;

in accordance with the following formula:

$$\frac{129 \times \text{hourly rate}}{2\ 107}$$

Note.—(i) Fifteen days of annual leave period x hours worked per day ($8\frac{3}{4}$) = 129.

(ii) Forty-nine weeks x five days per week x $8\frac{3}{4}$ hours per day = 2 107.

(b) The holiday pay rate per day worked as prescribed in subclause (1) (b) (G) shall be subject to adjustment on—

(i) 13 May 1976, and thereafter every year on and with effect from—

(ii) 12 November; and

(iii) 13 May;

in accordance with the following formula:

$$\frac{18 \times \text{daily rate}}{294}$$

Note.—(i) Annual leave period = 18 days (six-day week).

(ii) Forty-nine weeks x 6 days per week = 294.

(3) Employees for whom wages are prescribed in clause 17 (1) (h)—

(a) in respect only of hours worked within the times prescribed in clause 14 (1)—

(i) in Midlands; an amount of 16c per hour worked;

(ii) in Northern Natal: an amount of 14½c per hour worked;

Provided that the method and time of payment shall be as provided in clause 19 and 32.

(b) The holiday pay rate per hour worked prescribed in subclause (3) (a) shall be subject to an adjustment on—

(i) 13 May 1976, and every year thereafter on and with effect from—

(ii) 12 November; and

(iii) 13 May;

in accordance with the following formula:

$$\frac{189,20 \times \text{hourly rate}}{2\ 046,80}$$

Note.—(i) Fifteen days of annual leave period and seven public holidays x hours worked per day ($8\frac{3}{4}$) = 189,20.

(ii) Forty-nine weeks x five days per week x $8\frac{3}{4}$ hours per day (= 2 107 hours) less hours on seven public holidays (= 60,20 hours) = 2 046,80 hours worked in a year.

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

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

	Per dag c	Per dag c
(G) Werknemers wat persele patroleer en eiendom bewaak	24,4	17,7
	Per uur c	Per uur c
(H) Leerlingasfaltwerkers, -glaswerkers en -dakaanbringers—		
(i) van 1 tot 6 maande leerlingskap	3,4	2,9
(ii) van 7 tot 9 maande leerlingskap	3,9	3,4
(iii) van 10 tot 12 maande leerlingskap	4,9	4,2
(iv) van 13 tot 15 maande leerlingskap	5,8	5,0
(v) van 16 tot 18 maande leerlingskap	7,3	6,4

(2) (a) Die vakansiebesoldiging per uur gewerk soos in subklousule (1) (b) (A), (B), (C), (D), (E), (F) en (H) voorgeskryf word, is onderworpe aan aanpassing op—

(i) 13 Mei 1976, en elke jaar daarna op en met ingang van—

(ii) 12 November; en

(iii) 13 Mei;

in ooreenstemming met die volgende formule:

$$\frac{129 \times \text{uurloon}}{2\ 107}$$

Let wel.—(i) Vyftien dae van jaarlikse verloftydperk x uur per dag gewerk ($8\frac{3}{4}$) = 129.

(ii) Nege-en-veertig weke x vyf dae per week x $8\frac{3}{4}$ uur per dag = 2 107.

(b) Die vakansiebesoldiging per dag gewerk soos in subklousule (1) (b) (G) voorgeskryf word, is onderworpe aan aanpassing op—

(i) 13 Mei 1976, en daarna elke jaar op en met ingang van—

(ii) 12 November; en

(iii) 13 Mei;

in ooreenstemming met die volgende formule:

$$\frac{18 \times \text{dagloon}}{294}$$

Let wel.—(i) Jaarlikse verloftydperk = 18 dae (sesdaagse week).

(ii) Nege-en-veertig weke x ses dae per week = 294.

(3) Werknemers vir wie lone in klousule 17 (1) (h) voorgeskryf word—

(a) net ten opsigte van ure gewerk binne die tye voorgeskryf in klousule 14 (1)—

(i) in die Middellande: 'n bedrag van 16c vir elke uur gewerk;

(ii) in Noord-Natal: 'n bedrag van 14½c vir elke uur gewerk;

Met dien verstande dat die wyse en tyd van betaling moet wees soos in klousules 19 en 32 bepaal.

(b) Die vakansiebesoldiging per uur gewerk wat in subklousule (3) (a) voorgeskryf word, is onderworpe aan 'n aanpassing op—

(i) 13 Mei 1976, en elke jaar daarna op en met ingang van—

(ii) 12 November; en

(iii) 13 Mei;

in ooreenstemming met die volgende formule:

$$\frac{189,20 \times \text{uurloon}}{2\ 046,80}$$

Let wel.—(i) Vyftien dae van jaarlikse verloftydperk + sewe openbare vakansiedae x uur per dag gewerk ($8\frac{3}{4}$) = 189,20.

(ii) Nege-en-veertig weke x vyf dae per week x $8\frac{3}{4}$ uur per dag (= 2 107 uur) min uur op sewe openbare vakansiedae (= 60,20 uur) = 2 046,80 uur gewerk in 'n jaar.

(4) Vakleerlinge en werknemers in diens gedurende die proef tydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word:

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

(b) *Annual leave period.*—The wages which an apprentice or minor would have earned if he had worked for his employer during the said period, such amount to be paid on the last pay-day prior to commencement of the annual leave period: Provided that in the event of apprentices or minors whose contracts of employment are terminated prior to the last pay-day preceding the commencement of the annual leave period, the employer shall pay to such apprentice or minor an amount of not less than one-quarter of the weekly wage in respect of each completed month of employment during the year preceding such leave.

19. SUPPLEMENTARY REMUNERATION AND CONTRIBUTION

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

(a) In respect of Midlands:

(b) *Jaarlikse verloftydperk.*—Die loon wat 'n vakleerling of 'n minderjarige sou verdien het as hy gedurende genoemde tydperk vir sy werkgever gewerk het, en sodanige bedrag moet op die laaste betaaldag voor die begin van die jaarlikse verloftydperk betaal word: Met dien verstande dat, in die geval van vakleerlinge of minderjariges wie se dienskontrakte beëindig word voor die laaste betaaldag wat die begin van die jaarlikse verloftydperk voorafgaan, die werkgever aan sodanige vakleerling of minderjarige minstens een kwart van die weekloon moet betaal vir elke voltooide maand diens gedurende die jaar wat sodanige verlof voorafgegaan het.

19. AANVULLENDE BESOLDIGING EN BYDRAES

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

(a) Ten opsigte van die Middellande:

	M i Until 12/5/76	M ii From 13/5/76 to 11/11/76	M iii From 12/11/76 to 12/5/77	M iv From 13/5/77 to 11/11/77	M v From 12/11/77 to 12/5/78	M vi From 13/5/78
	R	R	R	R	R	R
(i) Holiday pay.....	6,88	Amount as adjusted in terms of clause 18 (3) (b)				
(ii) Holiday bonus.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Industrial Council Expenses.....	0,30	0,30	0,30	0,30	0,30	0,30
(iv) National Development Fund.....	0,12	0,12	0,12	0,12	0,12	0,12
(v) Employers' Levy.....	0,15	0,15	0,15	0,15	0,15	0,15
(vi) Recruitment and Training Fund.....	0,50	0,50	0,50	0,50	0,50	0,50
(vii) Total sum.....	12,25	5,37 plus holiday pay	5,37 plus holiday pay	5,37 plus holiday pay	5,37 plus holiday pay	5,37 plus holiday pay

	M i Tot 12/5/76	M ii Vanaf 13/5/76 tot 11/11/76	M iii Vanaf 12/11/76 tot 12/5/77	M iv Vanaf 13/5/77 tot 11/11/77	M v Vanaf 12/11/77 tot 12/5/78	M vi Vanaf 13/5/78
	R	R	R	R	R	R
(i) Vakansiebesoldiging.....	6,88	Bedrag soos aangepas ingevolge klousule 18 (3) (b)				
(ii) Vakansiebonus.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Uitgawes van Nywerheidsraad.....	0,30	0,30	0,30	0,30	0,30	0,30
(iv) Nasionale Ontwikkelingsfonds.....	0,12	0,12	0,12	0,12	0,12	0,12
(v) Werkgeversheffing.....	0,15	0,15	0,15	0,15	0,15	0,15
(vi) Werwings- en Opleidingsfonds.....	0,50	0,50	0,50	0,50	0,50	0,50
(vii) Totale bedrag.....	12,25	5,37 plus vakansie- besoldiging	5,37 plus vakansie- besoldiging	5,37 plus vakansie- besoldiging	5,37 plus vakansie- besoldiging	5,37 plus vakansie- besoldiging

(b) In respect of Northern Natal:

(b) Ten opsigte van Noord-Natal:

	N/N i Until 12/5/76	N/N ii From 13/5/76 to 11/11/76	N/N iii From 12/11/76 to 12/5/77	N/N iv From 13/5/77 to 11/11/77	N/N v From 12/11/77 to 12/5/78	N/N vi From 13/5/78
	R	R	R	R	R	R
(i) Holiday pay.....	6,23	Amount as adjusted in terms of clause 18 (3) (b)				
(ii) Holiday bonus.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Industrial Council Expenses.....	0,30	0,30	0,30	0,30	0,30	0,30
(iv) National Development Fund.....	0,12	0,12	0,12	0,12	0,12	0,12
(v) Employers' Levy.....	0,06	0,06	0,06	0,06	0,06	0,06
(vi) Recruitment and Training Fund.....	0,50	0,50	0,50	0,50	0,50	0,50
(vii) Total sum.....	11,51	5,28 plus holiday pay	5,28 plus holiday pay	5,28 plus holiday pay	5,28 plus holiday pay	5,28 plus holiday pay

	N/N i Tot 12/5/76	N/N ii Vanaf 13/5/76 tot 11/11/76	N/N iii Vanaf 12/11/76 tot 12/5/77	N/N iv Vanaf 13/5/77 tot 11/11/77	N/N v Vanaf 12/11/77 tot 12/5/78	N/N vi Vanaf 13/5/78
	R	R	R	R	R	R
(i) Vakansiebesoldiging.....	6,23	Bedrag soos aangepas ingevolge klousule 18 (3) (b)				
(ii) Vakansiebonus.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Uitgawes van Nywerheidsraad.....	0,30	0,30	0,30	0,30	0,30	0,30
(iv) Nasionale Ontwikkelingsfonds.....	0,12	0,12	0,12	0,12	0,12	0,12
(v) Werkgewersheffing.....	0,06	0,06	0,06	0,06	0,06	0,06
(vi) Werwings- en Opleidingsfonds.....	0,50	0,50	0,50	0,50	0,50	0,50
(vii) Totale bedrag.....	11,51	5,28 plus vakansie- besoldiging	5,28 plus vakansie- besoldiging	5,28 plus vakansie- besoldiging	5,28 plus vakansie- besoldiging	5,28 plus vakansie- besoldiging

(2) The amounts paid to the Secretary of the Council in terms of this clause shall be disposed of by him in the manner and for the purpose described in clauses 31, 32, 33, 34 and 35.

(3) Subject to the provisions of subclause (5) every employer shall, in addition to any remuneration to which an employee for whom wages are prescribed in clause 17 (1) (h) may be entitled, pay to such employee the total sum prescribed in paragraph (a) or (b) hereunder, whichever may be applicable:

(a) In respect of Midlands:

(2) Die bedrae wat ingevolge hierdie klousule aan die Sekretaris van die Raad betaal word, moet deur hom aangewend word op die wyse en vir die doeleindes in klousules 31, 32, 33, 34 en 35 gemeld.

(3) Behoudens subklousule (5), moet elke werkgewer, benewens die besoldiging waarop 'n werknemer vir wie lone in klousule 17 (1) (h) voorgeskryf word geregtig is, aan sodanige werknemer die totale bedrag betaal wat in paragraaf (a) of (b) hieronder, watter ook al van toepassing mag wees, voorgeskryf word:

(a) Ten opsigte van die Middellande:

	M i Until 12/5/76	M ii From 13/5/76 to 11/11/76	M iii From 12/11/76 to 12/5/77	M iv From 13/5/77 to 11/11/77	M v From 12/11/77 to 12/5/78	M vi From 13/5/78
	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour
(i) Holiday pay.....	16,00	Amount as adjusted in terms of clause 18 (3) (b)				
(ii) Holiday bonus.....	10,00	10,00	10,00	10,00	10,00	10,00
(iii) Total sum.....	26,00	10,00 plus holiday pay	10,00 plus holiday day	10,00 plus holiday pay	10,00 plus holiday pay	10,00 plus holiday pay

	M i Tot 12/5/76	M ii Vanaf 13/5/76 tot 11/11/76	M iii Vanaf 12/11/76 tot 12/5/77	M iv Vanaf 13/5/77 tot 11/11/77	M v Vanaf 12/11/77 tot 12/5/78	M vi Vanaf 13/5/78
	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur
(i) Vakansiebesoldiging.....	16,00	Bedrag soos aangepas ingevolge klousule 18 (3) (b)				
(ii) Vakansiebonus.....	10,00	10,00	10,00	10,00	10,00	10,00
(iii) Totale bedrag.....	26,00	10,00 plus vakansie- besoldiging	10,00 plus vakansie- besoldiging	10,00 plus vakansie- besoldiging	10,00 plus vakansie- besoldiging	10,00 plus vakansie- besoldiging

(b) In respect of Northern Natal:

(b) Ten opsigte van Noord-Natal:

	N/N i Until 12/5/76	N/N ii From 13/5/76 to 11/11/76	N/N iii From 12/11/76 to 12/5/77	N/N iv From 13/5/77 to 11/11/77	N/N v From 12/11/77 to 12/5/78	N/N vi From 13/5/78
	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour	Cents per hour
(i) Holiday pay.....	14,50	Amount as adjusted in terms of clause 18 (3) (b)				
(ii) Holiday bonus.....	10,00	10,00	10,00	10,00	10,00	10,00
(iii) Total sum.....	24,50	10,00 plus holiday pay	10,00 plus holiday day	10,00 plus holiday pay	10,00 plus holiday pay	10,00 plus holiday pay

	N/N i Tot 12/5/76	N/N ii Vanaf 13/5/76 tot 11/11/76	N/N iii Vanaf 12/11/76 tot 12/5/77	N/N iv Vanaf 13/5/77 tot 11/11/77	N/N v Vanaf 12/11/77 tot 12/5/78	N/N vi Vanaf 13/5/78
	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur	Sent per uur
(i) Vakansiebesoldiging.....	14,50	Bedrag soos aangepas ingevolge klousule 18 (3) (b)				
(ii) Vakansiebonus.....	10,00	10,00	10,00	10,00	10,00	10,00
(iii) Totale bedrag.....	24,50	10,00 plus vakansie- besoldiging	10,00 plus vakansie- besoldiging	10,00 plus vakansie- besoldiging	10,00 plus vakansie- besoldiging	10,00 plus vakansie- besoldiging

Note.—To the amounts referred to in subclause (1) (a) (vii) or (b) (vii) and subclause (3) (a) (iii) or (b) (iii), as the case may be, must be added any further amount in respect of contributions for which an employer is liable in terms of any other published agreement of the Council.

(4) Subject to the provisions of subclause (5), every employer shall deduct weekly from the remuneration due to every employee for whom wages are prescribed in clause 17 (1) (h) the total sum prescribed in paragraph (a) or (b) hereunder, whichever is applicable:

(a) In respect of Midlands:

Let wel.—By die bedrae bedoel in subklousule (1) (a) (vii) of (b) (vii) en subklousule (3) (a) (iii) of (b) (iii), soos die geval mag wees moet sodanige bykomende bedrag ten opsigte van bydraes waarvoor 'n werkgewer kragtens enige ander gepubliseerde ooreenkoms van die Raad verantwoordelik is, gevoeg word.

(4) Behoudens subklousule (5), moet elke werkgewer weekliks van die besoldiging verskuldig aan elke werknemer vir wie lone in klousule 17 (1) (h) voorgeskryf word die totale bedrag voorgeskryf in paragraaf (a) of (b) hieronder, watter ook al van toepassing mag wees, aftrek:

(a) Ten opsigte van die Middellande:

	M i Until 12/5/76	M ii From 13/5/76 to 11/11/76	M iii From 12/11/76 to 12/5/77	M iv From 13/5/77 to 11/11/77	M v From 12/11/77 to 12/5/78	M vi From 13/5/78
	R	R	R	R	R	R
(i) Holiday pay.....	6,88	Amount as adjusted in terms of clause 18 (3) (b)				
(ii) Holiday bonus.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Industrial Council Expenses.....	0,15	0,15	0,15	0,15	0,15	0,15
(iv) Total sum.....	11,33	4,45 plus holiday pay	4,45 plus holiday pay	4,45 plus holiday pay	4,45 plus holiday pay	4,45 plus holiday pay

	M i Tot 12/5/76	M ii Vanaf 13/5/76 tot 11/11/76	M iii Vanaf 12/11/76 tot 12/5/77	M iv Vanaf 13/5/77 tot 11/11/77	M v Vanaf 12/11/77 tot 12/5/78	M vi Vanaf 13/5/78
	R	R	R	R	R	R
(i) Vakansiebesoldiging.....	6,88	Bedrag soos aangepas ingevolge klousule 18 (3) (b)				
(ii) Vakansiebonus.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Uitgawes van Nywerheidsraad.....	0,15	0,15	0,15	0,15	0,15	0,15
(iv) Totale bedrag.....	11,33	4,45 plus vakansie- besoldiging	4,45 plus vakansie- besoldiging	4,45 plus vakansie- besoldiging	4,45 plus vakansie- besoldiging	4,45 plus vakansie- besoldiging

(b) In respect of Northern Natal:

(b) Ten opsigte van Noord-Natal:

	N/N i Until 12/5/76	N/N ii From 13/5/76 to 11/11/76	N/N iii From 12/11/76 to 12/5/77	N/N iv From 13/5/77 to 11/11/77	N/N v From 12/11/77 to 12/5/78	N/N vi From 13/5/78 to 11/11/78
	R	R	R	R	R	R
(i) Holiday pay.....	6,23	Amount as adjusted in terms of clause 18 (3) (b)				
(ii) Holiday bonus.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Industrial Council Expenses.....	0,15	0,15	0,15	0,15	0,15	0,15
(iv) Total sum.....	10,68	4,45 plus holiday pay	4,45 plus holiday pay	4,45 plus holiday pay	4,45 plus holiday pay	4,45 plus holiday pay

	N/N i Tot 12/5/76	N/N ii Vanaf 13/5/76 tot 11/11/76	N/N iii Vanaf 12/11/76 tot 12/5/77	N/N iv Vanaf 13/5/77 tot 11/11/77	N/N v Vanaf 12/11/77 tot 12/5/78	N/N vi Vanaf 13/5/78 tot 11/11/78
	R	R	R	R	R	R
(i) Vakansiebesoldiging.....	6,23	Bedrag soos aangepas ingevolge klousule 18 (3) (b)				
(ii) Vakansiebonus.....	4,30	4,30	4,30	4,30	4,30	4,30
(iii) Uitgawes van Nywerheidsraad.....	0,15	0,15	0,15	0,15	0,15	0,15
(iv) Totale bedrag.....	10,68	4,45 plus vakansie- besoldiging	4,45 plus vakansie- besoldiging	4,45 plus vakansie- besoldiging	4,45 plus vakansie- besoldiging	4,45 plus vakansie- besoldiging

Note.—To the amount referred to in subclause (4) (a) (iv) or (b) (iv), as the case may be, must be added any further amount in respect of contributions for which an employer or employee is liable in terms of any other published agreement of the Council.

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

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

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

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

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

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

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

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

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

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

(8) *Contribution books.*—(a) An application for a contribution book shall be made by every employee upon whom the provisions of this Agreement are binding, within 30 days of accepting employment in the Building Industry. Such applications to be made to the Secretary by completing the prescribed application form from the Council.

(b) Contribution books and vouchers issued to an employee shall not be transferable nor shall they be ceded or pledged. Vouchers acquired by any person otherwise than in accordance with this clause may be confiscated by the Council.

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

Let wel.—By die bedrag in subklousule (4) (a) (iv) of (b) (iv) bedoel, soos die geval mag wees, moet sodanige bykomende bedrag ten opsigte van bydraes waarvoor 'n werkgever of werknemer kragtens enige ander gepubliseerde ooreenkoms van die Raad verantwoordelik is, gevoeg word.

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

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

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

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

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

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

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

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

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

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

(8) *Bydraeboeke.*—(a) Binne 30 dae nadat hy diens in die Bounwyerheid aanvaar het, moet elke werknemer vir wie hierdie Ooreenkoms bindend is aansoek doen om 'n bydraeboek. Sulke aansoek moet by die Sekretaris gedoen word deur die voorgeskrewe aansoekvorm van die Raad in te vul.

(b) Bydraeboeke en bewyse aan 'n werknemer uitgereik, is nie oordraagbaar nie en mag ook nie gesedeer of verpand word nie. As iemand op 'n ander wyse as in ooreenstemming met hierdie klousule bewyse verkry, kan die Raad beslag daarop lê.

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

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

(1) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of five kilometres from the principal post office of the town in which the head office of the employer is situated, the said employer shall pay to any employee who is working on such a job an allowance of 4½c for every kilometre or portion of a kilometre of the distance beyond such five-kilometre radius. The allowance shall be payable for one way daily: Provided that in the case of an employer who undertakes work in a town not being in the town in which he had his place of business prior to commencement of the job, the site of such work shall for the duration thereof be deemed to be his head office in relation to any employee engaged in such town.

(2) An employer shall be entitled to provide suitable transport or pay for transport both ways in lieu of the travelling allowance as may be payable in terms of subclause (1) of this clause. Transport by railway shall be at second class fare.

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

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

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

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

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

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

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

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

(ii) in the case of employees for whom wages are prescribed in clause 17 (1) (a), (b), (c), (d), (e), (f) and (j) of this Agreement, a third-class return rail fare daily;

only time worked on a job shall be paid for.

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

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

(ii) suitable sleeping accommodation in proximity to the place of work shall be provided. Alternatively in the case of an employee for whom wages are prescribed in clause 17 (1) (h) of this Agreement an allowance of R5,50 per working day in lieu thereof and in the case of employees for whom wages are prescribed in clause 17 (1), (a), (b), (c), (d), (e), (f) and (j), of this Agreement an allowance of 83,25c per working day in lieu thereof;

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

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

(1) Wanneer 'n werk uitgevoer word op 'n plek binne 'n gebied waarop hierdie Ooreenkoms van toepassing is, maar nie binne 'n straal van vyf kilometer is vanaf die hoofkantoor van die dorp waarin die hoofkantoor van die werkgewer geleë is nie, moet genoemde werkgewer aan 'n werknemer wat met so 'n werk besig is, 'n toelae van 4½c betaal vir elke kilometer of gedeelte van 'n kilometer van die afstand buite sodanige straal van vyf kilometer. Die toelae is daaglik vir een rigting betaalbaar: Met dien verstande dat, in die geval van 'n werkgewer wat werk onderneem in 'n dorp wat nie voor die begin van sodanige werk die setel van sy onderneming was nie, die terrein van sodanige werk vir die duur daarvan geag word sy hoofkantoor te wees met betrekking tot enige werknemer wat in sodanige dorp in diens geneem word.

(2) 'n Werkgewer is daartoe geregtig om, in plaas van die reistoelae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, geskikte vervoer in albei rigtings te verskaf of daarvoor te betaal. Waar spoorvervoer gebruik word, moet die reisgeld dié vir die tweedeklas wees.

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

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

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

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

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

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

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

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

(ii) in die geval van werknemers vir wie lone in klousule 17 (1) (a), (b), (c), (d), (e), (f) en (j) van hierdie Ooreenkoms voorgestel word, 'n derdeklasreitoertreinkaartjie daaglik;

daar moet net vir tyd by 'n werkplek gewerk, betaal word.

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

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

(ii) moet geskikte slaapplek naby die werkplek verskaf word: so nie, moet 'n toelae van R5,50 per werkdag in plaas daarvan betaal word in die geval van werknemers vir wie lone in klousule 17 (1) (h) van hierdie Ooreenkoms voorgeskryf word, en in die geval van werknemers vir wie lone in klousule 17 (1) (a), (b), (c), (d), (e), (f) en (j) van hierdie Ooreenkoms voorgeskryf word, 'n toelae van 83,25c per werkdag in plaas daarvan;

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

21. PAYMENT OF REMUNERATION

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

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

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

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

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

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

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

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

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

	Per week R	Per month R
Board.....	0,95	4,10
Lodging.....	0,45	1,95
Board and lodging.....	1,40	6,05;

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

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

22. TERMINATION OF EMPLOYMENT

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

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

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

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

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

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

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

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

21. BETALING VAN BESOLDIGING

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

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

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

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

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

(a) Die bedrae in klousule 19 (4) (a) en (b) bedoel;

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

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

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

	Per week R	Per maand R
Kos.....	0,95	4,10
Inwoning.....	0,45	1,95
Kos en inwoning.....	1,40	6,05;

(e) bedrae vir ledegeld van vakverenigings ingevolge klousule 19 (4) (c).

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

22. DIENSBEËINDIGING

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

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

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

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

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

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

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

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

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

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

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

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

notice of such termination of employment.

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

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

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

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

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

(c) be responsible for any loss of or damage to tools belonging to an employee, in sheds, lock-ups, workshops due to fire, and such tools shall be insured by an employer against such loss or damage: Provided that the total liability of an employer shall not exceed R350 in respect of tools belonging to any one employee;

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

(2) If an employer—

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

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

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

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

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

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

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

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

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

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

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

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

(ii) cutting tools used for reinforced concrete;

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

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

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

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

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

kennis van sodanige beëindiging van diens gee.

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

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

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

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

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

(c) is aanspreeklik vir verlies of beskadiging van die gereedskap van 'n werknemer weens brand in skure, toesluitplekke en werkwinkels, en die werkgever moet sodanige gereedskap verseker teen sodanige verlies of beskadiging: Met dien verstande dat die totale aanspreeklikheid van 'n werkgever hoogstens R350 ten opsigte van die gereedskap van 'n bepaalde werknemer behoort;

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

(2) As 'n werkgever—

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

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

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

(3) Subklousule (2) in verband met die verlies van gereedskap—uitgesonderd verlies of beskadiging weens brand—is nie op 'n werknemer van toepassing nie tensy sodanige gereedskap weggepak is in 'n gereedskapkis wat veilig toegesluit kan word en wat te alle tye behoorlik toegesluit gehou word behalwe wanneer dit oopgemaak word met die doel om 'n werknemer toegang tot sy eie gereedskap te verleen: Met dien verstande dat—

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

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

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

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

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

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

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

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

(ii) snygereedskap wat gebruik word vir gewapende beton;

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

(c) *Carpenters*.—All cramps, handscrews, glue-brushes, wrenches, crowbars, augers and bits over 30 cm and all hammers with a mass of 1 360 g and over, and all saws and/or tools used to cutting corrugated asbestos or other material of similar hardness.

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

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

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

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

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

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

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

(iv) pipe-cutting tools and vices;

(v) special and heavy caulking irons and firepots;

(vi) metal pots and large ladles;

(vii) chisels, punches and wall pins over 22.5 cm in length;

(viii) soldering irons and blowlamps;

(ix) files and hacksaw blades;

(x) mandrills over 5 cm in diameter;

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

(xii) sheetmetal workers' mallets and heavy dressers;

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

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

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

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

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

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

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

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

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

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

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

(d) An employer shall not permit masons' bankers to be less than 1.8 m apart, nor shall he permit dust to be blown off with exhaust or other air during working hours.

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

(c) *Timmermans*.—Alle klampe, handskroewe, lynkwaste, moersleutels, koevoete, awegare en bore wat meer as 30 cm lank is en alle hamers met 'n massa van 1 360 g en meer en alle sae en/of gereedskap wat gebruik word vir die sny van gegolfde asbes of ander materiaal wat net so hard is.

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

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

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

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

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

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

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

(vi) pypsnijgereedskap en -skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepel;

(vii) beitel, ponsse en muurpenne wat langer as 22,5 cm is;

(viii) soldeerboutse en blaaslampe;

(ix) vyle en ystersaaglemme;

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

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

(xii) plaatmetaalwerkershamers en swaar klophamers;

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

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

24. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

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

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

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

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

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

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

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

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

(d) 'n Werkgewer mag nie toelaat dat die werkbanke van klipmesselaars minder as 1.8 m van mekaar af is nie, en hy mag ook nie toelaat dat stof gedurende werkure met uitlaat- of ander lug afgeblaas word nie.

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

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

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

- (i) in the shed where men are employed cutting stones; or
- (ii) within 27,5 m of any mason whilst cutting stones;

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

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

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

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

25. SCAFFOLDING AND PLANT

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

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

(b) The person appointed in terms of this clause shall exercise supervision over the building work for which he is responsible and shall ensure that—

- (i) the provisions of this clause are complied with;
- (ii) all plant and machinery are maintained in good condition and are properly used;
- (iii) all work is carried out in a safe manner and in accordance with the designs and specifications as approved by the appropriate authority.

(3) *General safety measure.*—(a) An employer shall ensure that—

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

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

(iii) all openings in floors, hatchways and stairways and any open sides of floors or buildings through or from which persons are liable to fall, are adequately boarded over or are fenced or enclosed with suitable rails or guards to a height of not less than 900 mm and not more than 1 100 mm from the ground or floor: Provided that such boarding or guarding may be omitted or removed for the time and to the extent necessary for the access of persons or the movement of materials;

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

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

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

(5) *Scaffold framework.*—(a) An employer shall ensure that—

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

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

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

- (i) in die skuur waar manne besig is om klip te kap; of
- (ii) binne 27,5 m van 'n klipmesselaar af wat besig is om klip te kap;

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

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

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

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

25. STEIERWERK EN INSTALLASIES

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

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

(b) Die persoon wat ingevolge hierdie klousule aangestel word, moet toesig uitoefen oor die bouwerk waarvoor hy verantwoordelik is en moet verseker dat—

- (i) hierdie klousule nagekom word;
- (ii) alle installasies en masjinerie in 'n goeie toestand gehou en behoorlik gebruik word;
- (iii) alle werk uitgevoer word op 'n veilige manier en ooreenkomstig die ontwerpe en spesifikasies wat die betrokke owerheid goedgekeur het.

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

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

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

(iii) alle openings in vloere, luikgate en trappe en enige oop kante van vloere of geboue waardeur of waarvandaan persone moontlik kan val, op 'n doeltreffende wyse toegemaak is met beskotte of omhein of omsluit is met geskikte relings of skutte op 'n hoogte van minstens 900 mm en uiters 1 100 mm van die grond of vloer af: Met dien verstande dat sodanige beskot of skut weggelaat of verwyder kan word vir solank as wat nodig is en wel in dié mate wat nodig is om persone toegang te verleen of materiaal te vervoer;

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

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

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

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

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

(ii) (aa) standards are spaced not more than 1,8 m, 2,4 m and 3 m apart in the case of high, medium and low mass loads, respectively, if constructed of steel and not more than 3 m apart if constructed of timber;

(ab) ledges are spaced not more than 2,1 m apart vertically;

(ac) putlogs or transoms are spaced not more than 1,5 m, 1,8 m and 2,4 m apart in the case of high, medium and low mass loads respectively.

For the purpose of this subclause high, medium and low mass loads shall mean mass loads of not more than 375, 250 and 125 kg/m² respectively;

(iii) every member of a scaffold frame which is constructed of timber has a diameter of not less than 75 mm or has a section of equivalent strength.

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

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

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

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

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

(c) No employer shall require or permit—

(i) scaffolding, the supporting frame of which is constructed of timber, to exceed a height of 25 m;

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

(6) *Scaffold platforms.*—(a) an employer shall ensure that—

(i) every scaffold platform which is constructed of timber is of planks at least 228 mm wide by 38 mm thick;

(ii) every plank which forms part of a scaffold platform rests on at least three supports, except in the case of trestle scaffolds, and project at least 150 mm at intermediate supports and not more than 230 mm at the end supports;

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

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

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

(i) is not less than 912 mm wide, which shall include a clear and unobstructed passageway of not less than 456 mm: Provided that where a platform is used only as a gangway or where low mass loads as defined in subclause (5) (ii) (ac) are supported, a total platform width of 456 mm shall be sufficient;

(ii) which is more than 2 m above the floor or ground is provided with—

(aa) substantial guard rails at least 900 mm not more than 1 100 mm high on all sides of the platform except the side facing the structure;

(ab) toe-boards on all sides of the platform, except the side facing the structure, which shall not be less than 150 mm high from the level of the platform and in the case of wood not less than 25 mm thick so affixed that no open space exists between the toe-board and the platform;

(iii) is so arranged that the gap between the platform and structure does not exceed 75 mm: Provided that where workmen are required to sit whilst working, this distance may be increased to not more than 300 mm;

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

(c) No employer shall require or permit a working platform which is higher than 600 mm to be supported on a scaffold platform.

(d) An employer shall ensure that an additional guard rail is provided at a height of 900 mm above every working platform which is supported on a scaffold platform.

(e) An employer shall ensure that convenient and safe access is provided to every scaffold platform. Where such access is by means of ladders, the ladders shall be firmly supported at the base, shall extend to at least 900 mm beyond the platform at the top and shall be firmly secured.

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

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

(ii) (aa) dat staanders in die geval van hoë-, medium- en laemassalaste hoogstens onderskeidelik 1,8 m, 2,4 m en 3 m van mekaar af, indien dit van staal gemaak is, en hoogstens 3 m van mekaar af, indien dit van hout gemaak is, aangebring word;

(ab) dat steierbalke hoogstens 2,1 m vertikaal van mekaar af geplaas word;

(ac) dat kortelings of kalwers in die geval van hoë-, medium- en laemassalaste hoogstens onderskeidelik 1,5 m, 1,8 m en 2,4 m van mekaar af aangebring word.

Vir die toepassing van hierdie subklousule beteken "hoë-, medium- en laemassalaste" massalaste van onderskeidelik hoogstens 375, 250 en 125 kg/m²;

(iii) dat elke deel van 'n steierraam wat van hout gemaak is, 'n diameter van minstens 75 mm of 'n deursnee van dieselfde sterkte het.

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

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

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

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

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

(c) Geen werkgewer mag vereis of toelaat—

(i) dat steierwerk waarvan die stutraam van hout gemaak is, hoër as 25 m is nie;

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

(6) *Steierplatforms.*—(a) 'n Werkgewer moet sorg—

(i) dat elke steierplatform wat van hout gemaak is, bestaan uit planke wat minstens 228 mm breed en 38 mm dik is;

(ii) dat elke plank wat deel van 'n steierplatform uitmaak, op minstens drie stutte rus, behalwe in die geval van boksteiers, en dat sodanige plank minstens 150 mm by die tussenstutte en hoogstens 230 mm by die eindstutte verbystek;

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

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

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

(i) minstens 912 mm wyd is, met 'n vry en onbelemmerde deurgang van minstens 456 mm: Met dien verstande dat waar 'n platform net as 'n deurgang gebruik word, of waar laemassalaste soos in subklousule (5) (ii) (ac) omskryf, gestut word, 'n totale platformwydte van 456 mm voldoende is;

(ii) wat meer as 2 m bokant die vloer of grond is, voorsien is van—

(aa) sterk skutrelings wat aan al die kante van die platform, uitgesonderd die kant aan die bouwerk, minstens 900 mm en uiters 1 100 mm hoog is;

(ab) stootstukke, aan al die kante van die platform, uitgesonderd die kant aan die bouwerk, wat minstens 150 mm hoog, van die oopervlak van die platform af, moet wees en in die geval van hout minstens 25 mm dik moet wees, en sodanige stootstukke moet so aangebring word dat daar geen oop ruimte tussen die stootstuk en die platform is nie;

(iii) so aangebring word dat die opening tussen die platform en die bouwerk nie wyer as 75 mm is nie: Met dien verstande dat waar daar van werksmanne vereis word om te sit terwyl hulle werk, hierdie opening hoogstens 300 mm mag wees;

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

(c) Geen werkgewer mag vereis of toelaat dat 'n werkplatform wat hoër as 600 mm is, op 'n steierplatform gestut word nie.

(d) 'n Werkgewer moet 'n addisionele skutreling laat aanbring op 'n hoogte van 900 mm bokant elke werkplatform wat deur 'n steierplatform gestut word.

(e) 'n Werkgewer moet sorg dat daar gerieflike en veilige toegange tot elke steierplatform verskaf word. Waar sodanige toegang deur middel van lere verskaf word, moet die leer stewig by die voetstuk gestut word, minstens 900 mm bokant die platform verbystek en stewig vasgemaak word.

(f) Hierdie subklousule is ook van toepassing op werkplatforms waarvandaan bou-, slopings- of uitgrawingswerk verrig word.

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

(b) An employer shall ensure that every ramp—

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

(aa) be placed at suitable intervals; and

(ab) extend the full width of the ramp, except that they may be interrupted over a width of not more than 230 mm to facilitate the movement of barrows;

(ii) which is more than 2 m high is provided on both sides with hand rails and toe-boards to comply in all respects with the provisions of subclause (6) (b) (ii).

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

(a) outriggers are—

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

(ii) properly supported, suitably spaced and securely anchored, other than by weight, at the inner end: Provided that in the case of outriggers anchored by means of weights, the arrangement thereof shall be approved by an inspector;

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

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

(c) lifting machines or lifting tackle are so constructed and maintained as to prevent accidental movement of the working platform and so situated that they are readily accessible for inspection and that the rope connections to the outriggers are vertically above the working platform attachments;

(d) the working platform is—

(i) not less than 456 mm and not more than 912 mm wide for light suspended scaffolds and not less than 912 mm wide for heavy suspended scaffolds;

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

(iii) provided with substantial guard rails at least 900 mm and not more than 1 100 mm above and on all sides of the platform except the side facing the structure: Provided that in the case of a light suspended scaffold, guard rails, which may be not less than 750 mm high, shall be provided on all sides of the platform;

(iv) provided on all sides, with toe-boards which shall be not less than 150 mm high from the level of the platform and in the case of wood not less than 25 mm thick and which shall be so installed that no open space exists between the toe-board and the platform: Provided that in the case of heavy suspended scaffolds the toe-boards facing the structure may be not less than 50 mm high from the level of the platform.

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

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

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

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

(11) *Trestle scaffolds*.—No employer shall require or permit a trestle scaffold to be used which is more than 3 m high or which is constructed in more than two tiers.

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

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

(b) The responsible person shall ensure that—

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

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

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

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

(ab) oor die hele wydte van die oploop strek, uitgesonderd dat hulle oor 'n wydte van hoogstens 230 mm onderbreek mag word ten einde die beweging van kruiseiens te vergemaklik;

(ii) wat hoër as 2 m is, aan albei kante voorsien word van handelings en stootstukke wat in alle opsigte aan die vereistes van subklousule (6) (b) (ii) voldoen.

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

(a) die kraanbalke—

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

(ii) aan die binneste ent behoorlik gestut, op 'n geskikte wyse gespasieer en stewig geanker is, maar nie met 'n gewig nie: Met dien verstande dat in die geval van kraanbalke wat deur middel van gewigte geanker is, die rangskikking daarvan deur 'n inspekteur goedgekeur moet word;

(iii) aan die buitenste ent van 'n stuiters of 'n ander middel voorsien is ten einde te voorkom dat die tou verskryf;

(b) die werkplatform aan minstens twee onafhanklike staalkabels hang waarvan die veiligheidsfaktor, gebaseer op die maksimum wag wat elke kabel sal moet dra, minstens 10 is;

(c) hysmasjiene of hystoestelle so gebou en onderhou word dat die werkplatform nie per ongeluk kan verskuif nie, op plekke aangebring word waar hulle geredelik toeganklik vir inspeksie is en die touverbindinge met die kraanbalke vertikaal bokant die aanheppunte van die werkplatform is;

(d) die werkplatform—

(i) minstens 456 mm en uiters 912 mm wyd in die geval van ligte hangsteiers en minstens 912 mm wyd in die geval van swaar hangsteiers is;

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

(iii) voorsien is van stewige skutrelings minstens 900 mm en uiters 1 100 mm bokant en aan alle kante van die platform, uitgesonderd aan die kant teenoor die bouwerk: Met dien verstande dat, in die geval van 'n ligte hangsteier, skutrelings wat minstens 750 mm hoog is, aan al die kante van die platform aangebring moet word;

(iv) aan al die kante voorsien is van stootstukke wat minstens 150 mm hoog van die vlak van die platform af moet wees en in die geval van hout minstens 25 mm dik moet wees en so aangebring moet word dat daar geen oop ruimte tussen die stootstuk en die platform is nie: Met dien verstande dat, in die geval van swaar hangsteiers, die stootstukke aan die kant van die bouwerk minstens 50 mm hoog van die oppervlak van die platform af moet wees.

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

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

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

(b) dit aan subklousule (6) voldoen.

(11) *Boksteiers*.—Geen werkgewer mag vereis of toelaat dat 'n boksteier gebruik word wat hoër as 3 m is of wat uit meer as twee rye bestaan nie.

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

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

(b) Die verantwoordelike persoon moet verseker dat—

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

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

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

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

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

(i) is secured to the structure or braced by steel wire guy ropes and extends to such a distance above the highest landings as to allow a clear and unobstructed space of at least 900 mm for overtravel;

(ii) is enclosed on all sides at the bottom, and at all floors where persons are liable to be struck by moving parts of the hoist, except on the side or sides giving access to the conveyance, with walls or other effective means, to a height of at least 2 100 mm from the ground or floor level;

(iii) is provided with a door or gate at least 1 800 mm high at each landing, and such door or gate shall be kept closed except when the conveyance is at rest at that landing.

(b) An employer shall ensure that—

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

(ii) no suspension rope is used unless it is constructed of steel wire of good quality and manufacture and has a factor of safety of not less than six based on the maximum load it is required to support;

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

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

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

(vi) the hoist is provided with—

(aa) an efficient brake by means of which the load can be effectively controlled;

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

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

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

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

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

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

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

(i) adequately protected by a barrier or fence at least 600 mm high and as close to the excavation as practicable;

(ii) is provided with red warning lights at night.

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

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

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

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

(i) aan die bouwerk vasgemaak of verspan is met staaldraad-ankers en dat dit soveel hoër as die hoogste platform is dat daar 'n onversperde en onbelemmerde ruimte van minstens 900 mm is vir 'n hysbak wat te hoog opgeheys word;

(ii) aan die onderpunt en op elke verdieping waar persone deur bewegende dele van die hyser getref kan word, behalwe aan die kant of kante wat toegang tot die hyser verleen, deur mure of op 'n ander doeltreffende wyse aan alle kante omhein is tot op 'n hoogte van minstens 2 100 mm van die grond of vloervlak af;

(iii) van 'n deur of hek wat minstens 1 800 mm hoog is, voorsien is op elke platform, en sodanige deur of hek moet toegehou word tensy die hyser op daardie platform stilstaan.

(b) 'n Werkgewer moet verseker dat—

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

(ii) geen hangtouw gebruik word nie, tensy dit bestaan uit staaldraad van 'n goeie gehalte en fabrikaat en 'n veiligheidsfaktor van minstens ses het, gebaseer op die maksimum vraag wat dit sal moet dra;

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

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

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

(vi) die hyser voorsien is van—

(aa) 'n doeltreffende rem waarmee die vraag op 'n doeltreffende wyse beheer kan word;

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

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

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

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

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

(e) 'n Werkgewer moet elke bouhyser minstens een maal per week laat inspekteer deur 'n persoon wat minstens een jaar ondervinding van die oprigting en onderhoud van bouhyssers of soortgelyke werk het, en sodanige persoon moet die hele hyser, met ingebrip van die leiers, toue en die verbindings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheidstoestelle, ondersoek en die uitslag van elke sodanige inspeksie inskryf en onderteken in 'n verslagboek wat vir hierdie doel gehou moet word en wat deur die werkgewer bewaar moet word vir insae, te eniger tyd, deur 'n inspekteur. Indien daar, as gevolg van 'n ondersoek, 'n swakheid of defek gevind word, moet sodanige swakheid of defek onmiddellik aan die bouer gerapporteer word en mag die hyser nie gebruik word nie totdat sodanige swakheid of defek reggestel is.

(15) *Uitgrawings.*—(a) 'n Werkgewer moet elke uitgraving wat vir die publiek toeganklik is of wat aan openbare paaie of deurgange grens of wat die veiligheid van persone in gevaar kan stel—

(i) op 'n doeltreffende wyse laat beskut deur 'n versperring of heining wat minstens 600 mm hoog en so na aan die uitgraving as doenlik is;

(ii) snags laat voorsien van rooi waarskuwingsligte.

(b) No employer shall, except for the purpose of erecting, shoring or bracing, require or permit any person to, and no person shall, work in an excavation under unsupported overhanging material or in an excavation which is more than 1.5 m deep and which has not been adequately shored and braced: Provided that shoring and bracing shall not be necessary where the sides of the excavation are sloped to at least the natural angle of repose of the earth measured relatively to the horizontal plane, or where such excavation is in solid rock.

For the purposes of this paragraph "solid rock" shall mean homogeneous rock, free from dividing planes or fractures which under any circumstances may promote overlying material forming the sides of the excavation to move into the excavation.

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

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

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

(f) An employer shall ensure that convenient and safe means of access are provided to every excavation in which persons are required to work and which is more than 1.5 m deep: Provided that where an excavation is longer than 50 m, a safe means of access shall be provided at intervals of not more than 50 m.

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

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

(i) An employer shall ensure that every excavation which is more than 1.5 m deep, including all bracing and shoring, is inspected by a person who is competent to do so, at least once in every shift and before the commencement of work after rain, to ensure the safety of persons.

(j) The builder or excavator shall ensure that excavation work is performed under the supervision of a responsible person who shall be competent to exercise such supervision and who shall be appointed by him in writing.

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

(17) (a) Any person on premises where building work is performed, shall carry out any order given to him or which has been issued as a standing instruction by the builder, or by a person authorised by the builder, in accordance with, or for the proper observance of the provisions of this Chapter or in the interests of safety.

(b) No person, other than a person authorised by the builder or a person entitled thereto by law, shall enter any premises where building work is performed. A notice to this effect shall be posted up by the builder in both official languages in a prominent place on or at the designated entrances to such premises.

(c) (i) No person shall consume or offer to any other person or have in his possession intoxicating liquor whilst performing building work.

(ii) No person under the influence of liquor shall enter or remain or shall be permitted by the builder to enter or remain on premises where building work is performed.

(18) For the purposes of this clause, "inspector" means an inspector appointed or deemed to have been appointed in terms of section 4 of the Factories, Machinery and Building Work Act, Act 22 of 1941.

26. FIRST-AID EQUIPMENT

(1) Every employer shall provide on all jobs and in all workshops, and maintain in good condition a satisfactorily equipped first-aid box, made of wood, metal or plastic or any composition thereof, fitted with a suitable door or lid to ensure cleanliness.

(b) Geen werkgewer mag, behalwe vir die doel van oprigtings-, skornings- of verspanningswerk, van enigiemand vereis of hom toelaat—en niemand mag dit ook doen nie—om werk te verrig nie in 'n uitgraving onder oorhangende materiaal wat nie ondersteun is nie of in 'n uitgraving wat dieper as 1,5 m is en nie op 'n doeltreffende wyse geskoor of verspan is nie: Met dien verstande dat skoring en verspanning nie nodig is nie waar die kante van die uitgraving 'n skuinste het wat minstens gelyk is aan die natuurlike rushoek van die grond, relatief tot die horisontale vlak gemeet, of waar sodanige uitgraving in soliede rots is.

Vir die toepassing van hierdie paragraaf beteken "soliede rots" homogene rots, vry van skotvlakke of breuke wat onder enige omstandighede bevorderlik is vir die instorting in die uitgraving van oorhangende materiaal wat die sykante van die uitgraving vorm.

(c) 'n Werkgewer moet sorg dat alle skornings en verspannings gestut word deur kruisverspanstukke wat sterk genoeg is en in die regte posisie vasgeklamp, gekeil of op 'n ander geskikte manier vasgesit is. Waar die uitgraving so wyd is dat kruisverspanning nie moontlik is nie, moet steunverspanstukke die voetstukke vasdruk wat so aangebring moet word dat die verspannings nie kan uitskiet nie.

(d) 'n Werkgewer moet verseker dat die skornings en verspannings sterk genoeg is om al die uitgegraafde of ander materiaal, uitrusting of ander vragte te kan stut.

(e) 'n Werkgewer moet verseker dat alle uitgegraafde of ander materiaal en uitrusting nie in die uitgraving kan afval nie.

(f) 'n Werkgewer moet sorg dat gerieflike en veilige ingange verskaf word tot elke uitgraving waarin mense moet werk en wat dieper as 1,5 m is: Met dien verstande dat waar 'n uitgraving langer as 50 m is, veilige ingange wat nie meer as 50 m van mekaar af is nie, verskaf moet word.

(g) 'n Werkgewer moet sover doenlik die ligging en aard bepaal van ondergrondse dienste wat waarskynlik deur die uitgraving geraak sal word en moet die nodige stappe doen om te voorkom dat mense aan gevaar blootgestel word.

(h) Waar die stabiliteit van 'n bouwerk waarskynlik deur 'n uitgraving geraak sal word, moet daar doeltreffende stappe gedoen word om die stabiliteit van die bouwerk te verseker en moet elke werkgewer die nodige stappe doen om die veiligheid van persone te verseker.

(i) 'n Werkgewer moet elke uitgraving wat dieper as 1,5 m is, met inbegrip van alle verspannings en skornings, minstens een maal gedurende elke skof en elke maal voordat daar met die werk begin word nadat dit gereën het, deur 'n bevoegde persoon laat inspekteer ten einde die veiligheid van persone te verseker.

(j) Die bouer of uitgraver moet uitgrawingswerk laat doen onder die toesig van 'n verantwoordelike persoon wat bevoeg is om sodanige toesig uit te oefen en wat skriftelik deur hom aangestel moet word.

(16) *Beskermdende klere en toestelle.*—'n Werkgewer moet toereikende beskermdende klere, toestelle en materiaal, met inbegrip (waar nodig) van veiligheids gordels, veiligheidshelms, stofbrille, handskoene of skoel, aan enigiemand wat blootgestel word aan die gevaar dat hy kan val of aan die gevaar van vallende en vlieënde voorwerpe of wat blootgestel word aan nat of stowwerige werk wat nadelig vir sy gesondheid mag wees of aan enigiemand waar 'n inspekteur dit vereis, gratis verskaf en dit in 'n goeie toestand hou.

(17) (a) Enigiemand op 'n perseel waar bouwerk uitgevoer word, moet 'n bevel uitvoer wat aan hom gegee word of wat as 'n vaste opdrag uitgereik is deur die bouer of deur 'n persoon wat deur die bouer gemagtig is ooreenkomstig of vir die behoorlike nakoming van die bepalings van hierdie hoofstuk of in belang van veiligheid.

(b) Niemand, uitgesonderd 'n persoon wat deur die bouer daartoe gemagtig word of 'n persoon wat regtens daarop geregtig is, mag 'n perseel betree waar bouwerk verrig word nie. 'n Kennisgewing met dié strekking moet in albei amptelike tale op 'n opvallende plek op of by die aangewese ingange tot sodanige perseel deur die bouer opgeplak word.

(c) (i) Niemand mag, terwyl hy bouwerk verrig, sterk drank gebruik of aan 'n ander persoon aanbied of dit in sy besit hê nie.

(ii) Niemand wat onder die invloed van sterk drank is, mag 'n perseel waar bouwerk verrig word, betree of daar bly nie of deur die bouer toegelaat word om sodanige perseel te betree of daar te bly nie.

(18) Vir die toepassing van hierdie klousule beteken "inspekteur" 'n inspekteur wat ingevolge artikel 4 van die Wet op Fabriek, Masjinerie en Bouwerk, Wet 22 van 1941, aangestel is of geag word aangestel te wees.

26. EERSTEHULPUITRUSTING

(1) Elke werkgewer moet by alle werke en in alle werkwinkels 'n eerste hulpmiddel wat van hout, metaal, plastiek of 'n komposisie daarvan gemaak is en van 'n behoorlike deur of deksel voorsien is ten einde sindelikhed te verseker en wat op 'n bevredigende wyse uitgerus is, verskaf en in 'n goeie toestand hou.

(2) On all jobs and in all workshops where more than 100 persons are employed, an additional box for every additional 100 persons shall be provided. The number of first-aid boxes shall be calculated on the largest number of persons employed at any one time and any fraction of 100 shall be reckoned as 100.

(3) Each first-aid box shall contain suitable appliances and requisites in accordance with the nature of activities carried on, and such minimum items of equipment as may from time to time be prescribed by the Council.

(4) Nothing except appliances and requisites for first-aid shall be kept in the first-aid box.

(5) Each first-aid box shall be kept in a place readily accessible in case of accident, and there shall be at least one such box on each floor of a building, if the Council so requires.

(6) A notice shall be fixed in a prominent and accessible place indicating where a first-aid box is placed and the name of the person in charge of such box.

27. WET WEATHER SHELTER

At any site where building operations are being conducted, an employer shall provide suitable accommodation, other than a cement shed, in which employees may take shelter during wet weather.

28. LATRINES

Proper suitable sanitary accommodation which shall conform to the requirements of the local authority in whose area the job is situated, shall be provided on all jobs for Whites, Coloureds and Asiatics, and Bantu separately. Proper and daily supervisions shall be carried out to ensure cleanliness of such sanitary accommodation.

29. REFRESHMENTS

Every employer shall provide a person for the preparation of tea for his employees in the morning, at noon and in the afternoon. A break of 10 minutes morning and afternoon shall be given by the employer to all categories of employees: Provided that no employee shall leave the immediate vicinity where he is working.

30. ADMINISTRATION AND CONTROL OF FUND

The following conditions shall apply in respect of the financial control and/or winding up or dissolution of the Fund referred to in clause 32:

(1) All moneys accruing to the Fund shall be deposited in a banking account opened in the name of the Fund and all moneys received shall be deposited therein within three days of the date of receipt.

(2) Any amounts held by the Council to the credit of the Fund may be invested from time to time in—

- (a) stock of the Government of the Republic of South Africa or local government stock;
- (b) National Savings Certificates;
- (c) Post Office Savings Account or Certificates;
- (d) savings accounts, permanent shares or fixed deposits in building societies or banks; or in
- (e) any other manner approved by the Registrar.

(3) Any interest accruing from investments shall be the sole property of the Fund, and no employer or employee shall have any claim in respect of such interest, nor shall they be responsible for any contributions towards the expenses of administering the Fund.

(4) The Council shall cause a full and true account of the Fund to be kept and shall cause to be prepared an annual account for the period ending on 15 November of each year of all the revenue and expenditure of the Fund and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditors of the Council who shall be public accountants, and shall be counter-signed by the Chairman and Secretary of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Secretary for Labour together with any report made thereon by the said auditors. A copy of the annual accounts and balance sheet shall be available for inspection by members of the Fund.

(5) In the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until it is either liquidated in the manner set forth in subclause (7) or transferred by the Council to any other fund constituted for the same purpose as that for which the original Fund was created.

(6) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section 34 (2) of the Act, the Industrial Registrar may appoint a committee from employers

(2) By alle werkplekke en in alle werkwinkels waar meer as 100 persone werksaam is, moet 'n addisionele kassie vir elke addisionele 100 persone verskaf word. Die getal eerstehulpkassies moet bereken word volgens die grootste getal persone wat op enige tydstep in diens is, en 'n breuk van 100 moet as 100 bereken word.

(3) Elke eerstehulpkassie moet toestelle en benodigdhede bevat wat volgens die aard van die werksaamhede wat verrig word geskik is, en ook die minimum uitrusting wat van tyd tot tyd deur die Raad voorgeskryf word.

(4) Niks anders as toestelle en benodigdhede vir eerstehulp mag in die eerstehulpkassie gehou word nie.

(5) Elke eerstehulpkassie moet gehou word op 'n plek wat, in geval van 'n ongeluk, geredelik toeganklik is, en daar moet minstens een sodanige kassie op elke verdieping van 'n gebou wees indien die Raad dit vereis.

(6) Daar moet op 'n opvallende en toeganklike plek 'n kennisgewing aangebring word wat meld maak van 'n eerstehulpkassie geplaas is en wat die naam is van die persoon wat vir sodanige kassie verantwoordelik is.

27. NATWEERSKUILING

'n Werkgewer moet op alle terreine waar bouwerk aan die gang is, 'n geskikte onderdak, uitgesonderd 'n sementskuur, verskaf waar werknemers skuil kan vind wanneer dit reën.

28. LATRINES

Behoorlike en geskikte sanitêre geriewe, wat voldoen aan die vereistes van die plaaslike owerheid in wie se gebied die werkplek geleë is, moet by alle werkplekke afsonderlik vir Blankes, Kleurlinge en Asiëte, en Bantoes verskaf word. Daar moet daaglik behoorlik toesig gehou word om die sindelikeheid van sodanige sanitêre geriewe te verseker.

29. VERVERSINGS

Elke werkgewer moet iemand beskikbaar stel om tee vir sy werknemers in die oggend, middag en in die namiddag te maak. Die werkgewer moet 'n pouse van 10 minute in die oggend en in die namiddag aan alle klasse werknemers toestaan om tee te drink: Met dien verstande dat geen werknemer die onmiddellike omgewing waar hy werk mag verlaat nie.

30. ADMINISTRASIE VAN EN BEHEER OOR FONDS

Onderstaande voorwaardes is van toepassing ten opsigte van die finansiële beheer oor en/of die ontbinding of likwidasië van die Fonds in klousule 32 bedoel:

(1) Alle geld wat die Fonds toeval, moet gedeponeer word in 'n bankrekening wat op naam van die Fonds geopen is, en alle geld wat ontvang word, moet binne drie dae vanaf die datum van ontvangs daarin gedeponeer word.

(2) Bedrae waarmee die Fonds gekrediteer is en wat in die besit van die Raad is, kan van tyd tot tyd belê word—

- (a) in effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture;
- (b) in Nasionale Spaarsertifikate;
- (c) in Posspaarbankrekenings of -sertifikate;
- (d) in spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke; of
- (e) op enige ander manier wat die Registrateur goedkeur.

(3) Alle rente op beleggings is die uitsluitlike eiendom van die Fonds, en 'n werkgewer of werknemer het geen aanspraak op sodanige rente en is ook nie vir enige bydrae tot die administrasiekoste van die Fonds aanspreeklik nie.

(4) Die Raad moet toesien dat volledige en juiste rekening van die Fonds gehou word en dat 'n jaarrekening van al die inkomste en uitgawes van die Fonds en 'n staat wat die bates en laste daarvan toon, vir die tydperk wat op 15 November elke jaar eindig, opgestel word. Elke sodanige rekening en staat moet deur die ouditeurs van die Raad (wat openbare rekenmeesters moet wees) gesertifiseer word, moet deur die Voorsitter en die Sekretaris van die Raad medeonderteken word en moet binne drie maande na verstrekking van die tydperk waarop dit betrekking het, saam met enige verslag wat genoemde ouditeurs daaroor gelewer het, aan die Sekretaris van Arbeid gestuur word. 'n Kopie van die jaarrekenings en balansstaat moet ter insae vir die lede van die Fonds beskikbaar wees.

(5) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede verval, moet die Raad voortgaan om die Fonds te administreer totdat dit of gelikwider is soos in subklousule (7) voorgeskryf of deur die Raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds gestig is.

(6) Ingeval die Raad ontbind word of ophou of te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel 34 (2) van die Wet bindend is, kan die Nywerheidsregistrateur 'n komitee uit die geledere van die werkgewers en werknemers in die Nywerheid op grondslag van gelyke verteenwoordiging vir beide kante aanstel om die Fonds te administreer.

and employees in the Industry on the basis of equal representation on both sides to administer the Fund. Any vacancy occurring on any committee may be filled by the Registrar from employers or employees as the case may be, so as to ensure an equality of employer and employee representatives on that committee. In the event of any such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustees shall possess all the powers of the committee for such purpose. If upon the expiration of this Agreement there is no Council in existence, the Fund shall be liquidated by the committee functioning in terms of this subclause or the trustee or trustees, as the case may be, in the manner set forth in subclause (7), and if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(7) Upon liquidation of the Fund in terms of subclauses (5) and (6), the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid to the general funds of the Council.

31. EXPENSES OF THE COUNCIL

(1) The amounts paid by employers in terms of clause 19 (1) (a) (iii) and (b) (iii) shall accrue to the general funds of the Council.

(2) On or before the seventh day of each month an employer shall forward to the Secretary of the Council a statement reflecting, in such manner as the Council may prescribe, the number, trades and categories of employees employed by him during the month immediately preceding, and shall simultaneously pay to the Secretary of the Council such amount as may be due to the Council in terms of this clause.

(3) If, during any month—

(a) an employer has not had in his employ any employees for whom wages are prescribed in clause 17 (1) (h) but has had in his employ, for not less than 17 $\frac{1}{2}$ hours, one or more employees other than those for whom wages are prescribed in clause 17 (1) (h); or

(b) the total amount payable by an employer to the Council in terms of clause 19 (1) (a) (iii) or (b) (iii) is less than R1;

such employer shall nevertheless pay to the Council in the manner prescribed in subclause (2) either—

(i) an amount of R1; or

(ii) the difference between the amounts payable in terms of clause 19 (1) (a) (iii) or (b) (iii) and R1.

(4) (a) In addition to the amount prescribed in subclause (3) (b) (i) or (ii), every employer shall, in respect of each of his employees for whom wages are prescribed in clause 17 (1) (a), (b), (c), (d), (e), (f) and (g), pay to the Council, in the manner prescribed in subclause (2), the following:

(i) Until 11 November 1976—9c;

(ii) from 12 November 1976 until 11 November 1977—11c;

(iii) from 12 November 1977—12c.

(b) Every employer shall deduct weekly, from the remuneration due to each of his employees for whom wages are prescribed in clause 17 (1), (a), (b), (c), (d), (e), (f) and (g), the following amount:

(i) Until 11 November 1976—4½c;

(ii) from 12 November 1976 until 11 November 1977—5½c;

(iii) from 12 November 1977—6c.

(5) An employer registered in terms of clause 9 who has no employees in his employ shall notify the Council, in writing on or before the seventh day of the following month.

32. BUILDING INDUSTRY HOLIDAY FUND

(1) *Amalgamation and establishment.*—The "Building Industry Holiday Fund" (established under Government Notice 1077 of 21 July 1939) and the "Northern Natal Building Industry Holiday Fund" are hereby amalgamated and the "Pietermaritzburg and Northern Natal Building Industry Holiday Fund" (hereinafter referred to as the "Holiday Fund" or the "Fund") is hereby established.

(2) *Contribution.*—Subject to the provisions of clause 30, the amounts paid by employers in terms of clause 19 (1) (a) (i) and (ii) and (b) (i) and (ii) shall be paid by the Council into the Holiday Fund, and shall be applied for the purpose and in the manner hereinafter set out.

'n Vakature in 'n komitee kan uit die geledere van die werkgewers of die werknemers, na gelang van die geval, deur die Registrateur op so 'n manier gevul word dat daar verseker word dat daar ewe veel verteenwoordigers van die werkgewers en die werknemers in daardie komitee is. Ingeval sodanige komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het vir sodanige doel al die bevoegdhede van die komitee. Indien die Raad nie meer bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Fonds deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwieder word soos in subklousule (7) voorgeskryf, en as die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwieder en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(7) By likwidasie van die Fonds ooreenkomstig subklousules (5) en (6), moet die geld wat nog in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiestekste, betaal is, in die algemene fondse van die Raad gestort word.

31. UITGAWES VAN DIE RAAD

(1) Die bedrae wat die werkgewers ingevolge klousule 19 (1) (a) (iii) en (b) (iii) betaal, val die algemene fondse van die Raad toe.

(2) 'n Werkgewer moet voor of op die sewende dag van elke maand aan die Sekretaris van die Raad 'n staatstuur wat, op 'n wyse wat die Raad voorskryf, die getal, ambagte en klasse van die werknemers toon wat gedurende die onmiddellik voorafgaande maand by hom in diens was, en hy moet tegelykertyd aan die Sekretaris van die Raad die bedrag betaal wat ingevolge hierdie klousule aan die Raad verskuldig is.

(3) Indien gedurende enige maand—

(a) 'n werkgewer geen werknemers vir wie lone in klousule 17 (1) (h) voorgeskryf word, in sy diens gehad het nie, maar wel een of meer ander werknemers as dié vir wie lone in klousule 17 (1) (h) voorgeskryf word, vir minstens 17 $\frac{1}{2}$ uur in sy diens gehad het; of

(b) die totale bedrag wat ingevolge klousule 19 (1) (a) (iii) of (b) (iii) deur 'n werkgewer aan die Raad betaalbaar is, minder as R1 is;

moet sodanige werkgewer nogtans—

(i) R1; of

(ii) die verskil tussen die bedrae wat ingevolge klousule 19

(1) (a) (iii) of (b) (iii) betaalbaar is en R1;

aan die Raad betaal op die wyse in subklousule (2) voorgeskryf.

(4) (a) Benewens die bedrag in subklousule (3) (b) (i) of (ii) voorgeskryf, moet elke werkgewer ten opsigte van elkeen van sy werknemers vir wie lone in klousule 17 (1) (a), (b), (c), (d), (e), (f) en (g), voorgeskryf word die volgende bedrag aan die Raad betaal op die wyse voorgeskryf in subklousule (2):

(i) Tot 11 November 1976—9c;

(ii) vanaf 12 November 1976 tot 11 November 1977—11c;

(iii) vanaf 12 November 1977—12c.

(b) Elke werkgewer moet wekeliks van die besoldiging verskuldig aan elk van sy werknemers vir wie lone in klousule 17 (1) (a), (b), (c), (d), (e), (f) en (g) voorgeskryf word die volgende bedrag aftrek:

(i) Tot 11 November 1976—4½c;

(ii) vanaf 12 November 1976 tot 11 November 1977—5½c;

(iii) vanaf 12 November 1977—6c.

(5) 'n Werkgewer wat ingevolge klousule 9 geregistreer is maar wat geen werknemers in sy diens het nie, moet die Raad voor of op die sewende dag van die daaropvolgende maand skriftelik daarvan in kennis stel.

32. VAKANSIEFONDS VIR DIE BOUNYWERHEID

1. *Amalgamasie en instelling.*—Die "Vakansiefonds vir die Bounywerheid" (ingestel by Goewermentskennisgewing 1077 van 21 Julie 1939) en die "Vakansiefonds vir die Bounywerheid, Noord-Natal" word hierby geamalgameer en die "Vakansiefonds vir die Bounywerheid, Pietermaritzburg en Noord-Natal" (hierna die "Vakansiefonds" of die "Fonds" genoem) word hierby ingestel.

(2) *Bydraes.*—Die bedrae wat die werkgewers ingevolge klousule 19 (1) (a) (i) en (ii) en (b) (i) en (ii) betaal, moet behoudens klousule 30, deur die Raad in die Vakansiefonds gestort word en moet aangewend word vir die doel en op die wyse hieronder bepaal.

(c) *Administration of the Holiday Fund.*—(a) The Holiday Fund shall be administered by the Council.

(b) Any interest accruing from the investments of the Fund shall be paid to the Council as recompense for the administration of the Fund.

(4) *Assessment and payment of leave pay.*—As early as possible after the second pay day in November of each year, and not later than one week thereafter, each employee shall deposit with the Secretary of the Council the contribution book obtained by him in terms of clause 19 (8). The Council shall ascertain the amount due to the employee, as reflected by the value of the vouchers affixed to his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period, less payment, if any, made by the Council in terms of subclause (9). Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(5) Payment for the Day of the Covenant, Christmas Day and New Year's Day is included in the payment referred to in subclause (4).

(6) *Unclaimed leave pay.*—Should an employee fail to claim his leave pay within a period of six months from the date on which the annual leave period commences, it shall become forfeit and shall at the discretion of the Council accrue to the Building Industry Benefit Fund (established under Government Notice 1467 of 20 September 1957) and/or Building Industry Medical Aid Fund (established under Government Notice 1514 of 3 September 1971). The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

(7) The Council shall not be liable to make payments in terms of subclause (4) of this clause in respect of any vouchers issued to employees in terms of clause 19 (7) (a) unless—

(a) each contribution book issued by the Council to employees from the Council; and

(b) such contribution book is deposited with the Secretary of the Council before commencement of the annual leave period prescribed in clause 16 (1): Provided that the Council may authorise the payment to any employee who has not lodged his contribution book by such date.

(8) Subject to the provisions of subclause (9), an employee shall not be entitled to claim payment for any vouchers issued to him until the day prescribed by the Council in terms of subclause (4). The Council shall, however, have the right to authorise such payment if in its discretion it is considered advisable to do so. In the case of the death of an employee the amount due to him from the Fund shall be paid to his estate by cheque drawn in favour of such estate, upon his contribution book being lodged with the Secretary of the Council.

(9) *Payment for public holidays (Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Kruger Day).*—

(a) Each contribution book issued by the Council to employees for whom wages are prescribed in clause 17 (1) (h) shall contain detachable coupons for payments in respect of Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Kruger Day.

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

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

(ii) Provided that an employer lodges the relevant coupon, fully completed with the Secretary of the Council within 30 days of the relevant public holiday, he shall be entitled to recover from the Council any payment made by him in terms of subparagraph (i).

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

(3) *Administrasie van die Vakansiefonds.*—(a) Die Vakansiefonds moet deur die Raad geadministreer word.

(b) Rente op beleggings van die Fonds moet as vergoeding vir die administrasie van die Fonds aan die Raad betaal word.

(4) *Bepaling en betaling van verlofbesoldiging.*—Elke werknemer moet so gou moontlik na die tweede betaaldag in November elke jaar, en nie later nie as een week daarna, die bydraeboek wat hy ooreenkomstig klousule 19 (8) verkry het, by die Sekretaris van die Raad indien. Die Raad moet die bedrag wat aan die werknemer verskuldig is en wat weerspieël word deur die waarde van die bewyse wat in sy bydraeboek geplak is, bepaal en sodanige bedrag aan die werknemer betaal op 'n datum waarvoor die Raad moet besluit maar wat nie later mag wees nie as die dag voor die begin van die vakansietydperk, en bedrae (as daar is) wat die Raad ingevolge subklousule (9) betaal het, moet van sodanige bedrag afgetrek word. Tensy die Raad magtiging vir 'n ander wyse van betaling verleen het, moet betaling geskied deur middel van 'n tjek ten gunste van die werknemer, en geen opdrag of magtiging om dit aan 'n ander persoon te betaal, word erken nie.

(5) Besoldiging vir Gelofte-dag, Kersdag en Nuwejaarsdag is ingesluit in die betaling in subklousule (4) bedoel.

(6) *Onopgeëiste verlofbesoldiging.*—As 'n werknemer versuim om sy verlofbesoldiging te eis binne ses maande vanaf die datum waarop die jaarlikse verloftydperk begin, verbeur hy dit en val dit, na goeddunke van die Raad, toe aan die Bystandfonds vir die Bounnywerheid (ingestel by Goewermentskennisgewing 1467 van 20 September 1957) en/of die Mediese Hulpfonds vir die Bounnywerheid (ingestel by Goewermentskennisgewing 1514 van 3 September 1971). Die Raad moet egter alle eise vir betaling oorweeg wat ná genoemde tydperk ingedien word en kan na goedvinde magtiging verleen vir betaling daarvan.

(7) Die Raad is nie aanspreeklik vir betalings ingevolge subklousule (4) van hierdie klousule ten opsigte van bewyse wat ingevolge klousule 19 (7) (a) aan werknemers uitgereik is nie, tensy—

(a) sodanige bewyse ingeplak is in 'n bydraeboek wat van die Raad verkry is; en

(b) sodanige bydraeboek by die Sekretaris van die Raad ingedien is voor die begin van die jaarlikse verloftydperk voorgeskryf in klousule 16 (1): Met dien verstande dat die Raad magtiging kan verleen vir betaling aan enige werknemer wat nie sy bydraeboek teen sodanige datum ingedien het nie.

(8) Behoudens subklousule (9), is 'n werknemer nie voor die dag wat die Raad ooreenkomstig subklousule (4) voorgeskryf het, daartoe geregtig om betaling vir enige bewyse wat aan hom uitgereik is, te eis nie. Die Raad het egter die reg om magtiging vir sodanige betaling te verleen as hy dit raadsaam ag om dit te doen. Ingeval 'n werknemer te sterwe kom, moet die bedrag wat die Fonds aan hom verskuldig is, per tjek wat ten gunste van sy boedel uitgemaak is, aan sodanige boedel betaal word wanneer sy bydraeboek by die Sekretaris van die Raad ingedien word.

(9) *Betaling vir openbare vakansiedae (Goëe Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag).*—Elke bydraeboek wat deur die Raad uitgereik word aan werknemers vir wie lone voorgeskryf word in klousule 17 (1) (h), moet verwyderbare koepone bevat vir betaling vir Goëe Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag.

(b) Die koepone moet in die vorm wees waarvoor die Raad besluit en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se bydraeboek, moet die bedrag meld wat aan die werknemer betaal moet word ten opsigte van een dag se besoldiging en moet die minimum getal bewyse meld wat aan 'n koepon vasgeheg moet word voordat 'n werknemer op betaling vir sodanige koepon geregtig is.

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

(ii) As 'n werkgever die toepaslike koepon, volledig ingevul, binne 30 dae vanaf die betrokke openbare vakansiedag by die Sekretaris van die Raad indien, is hy daartoe geregtig om enige bedrag wat hy ingevolge subparagraaf (i) betaal het, op die Raad te verhaal.

(iii) 'n Werkgever is nie op terugbetaling van die bedrag wat ingevolge subparagraaf (i) betaal is, geregtig nie indien die betrokke werknemer geen bewyse in sy bydraeboek het nie, en ingeval die bedrag wat die werkgever aan die werknemer betaal het, meer is as die waarde van die bewyse in sy bydraeboek, moet slegs die werklike waarde van sodanige bewyse aan die werkgever terugbetaal word.

33. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry (hereinafter referred to as the "National Fund") hereby authorises, for the purpose of implementing the objects set forth in the Constitution of such National Fund, the collection of contributions in accordance with the procedure stated hereunder, read with clause 19.

(2) The amounts paid by employers in terms of clause 19 (1) (a) (iv) and (b) (iv) shall be paid by the Council monthly to the National Fund, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(3) Copies of the Constitution of the National Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited annual accounts of the National 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 purposes of this subclause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

34. SPECIAL MEMBERSHIP LEVY—EMPLOYERS

(1) The amounts paid by employers in terms of clause 19 (1) (a) (v) shall be paid by the Council to the Master Builders' and Allied Trades' Association Pietermaritzburg, and the Building Industries Federation (South Africa), and the amounts paid by employers in terms of clause 19 (1) (b) (v) shall be paid by the Council to the Building Industries Federation (South Africa); less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(2) Every employer in Midlands who is a member of the Master Builders' and Allied Trades' Association, Pietermaritzburg, shall, in respect of each of his employees for whom wages are prescribed in clause 17 (1) (a), (b), (c), (d), (e), (f) and (g), pay to the Council, in the manner prescribed in clause 31 (2), an amount of 2c per week.

(3) The amounts paid by employers in terms of subclause (2) shall be paid by the Council to the Master Builders' and Allied Trades' Association, Pietermaritzburg, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

35. TRADE UNION SUBSCRIPTIONS

(1) In respect of the amount paid by an employer in terms of clause 19 (4) (c) each contribution book issued by the Council in terms of clause 19 (8) shall contain six detachable coupons for the purpose of affixing vouchers issued to an employee in terms of clause 19 (7) (a) to each such coupon relating to the months indicated thereon.

(2) The coupons mentioned in subclause (1) shall be in such form as the Council may decide, and each coupon shall bear a number corresponding to the number of the employee's contribution book.

(3) A voucher issued to an employee in terms of clause 19 (7) (a) shall be affixed by the employee to the coupon referred to in subclause (1).

(4) Not later than the last day of February, April, June, August, October and December in each year, an employee shall tender to the trade union of which he is a member, a coupon for the appropriate two months, with vouchers affixed thereto, and the trade union shall issue a receipt to the employee for all coupons so tendered.

(5) Upon surrendering all coupons to the Council, the trade union concerned shall be entitled to be paid by the Council, the face value of all vouchers affixed to a coupon, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

36. AGENTS

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

(2) An agent shall have the right—

(a) to enter any premises or place, in which the Building Industry is carried on, at any time when he has reasonable cause to believe that any person is employed therein;

(b) to question, in the presence of or apart from others as he deems fit, regarding matters relating to this Agreement any person whom he finds in or about the premises or place and to require such person to answer the questions;

(c) to require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

33. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die instelling van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (hierna die "Nasionale Fonds" genoem), verleen hy hierby magtiging om, ter verwesenliking van die oogmerke vervat in die konstitusie van sodanige Nasionale Fonds, bydraes in te vorder ooreenkomstig die prosedure hieronder gemeld, gelees met klousule 19.

(2) Die Raad moet die bedrae wat werkgewers ingevolge klousule 19 (1) (a) (iv) en (b) (iv) betaal, na aftrekking van invorderingsgeld van 2½ persent wat aan die algemene fondse van die Raad moet toeval, maandeliks aan die Nasionale Fonds betaal.

(3) Kopieë van die Konstitusie van die Nasionale Fonds moet by die Raad en by die Sekretaris van Arbeid ingedien word, en kopieë van die balansstaat en geouditeerde jaarrekenings van die Nasionale Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word binne drie maande na die einde van die tydperk waarop dit betrekking het. Vir die toepassing van hierdie subklousule omvat die uitdrukking "Konstitusie" alle wysigings van die Konstitusie wat van tyd tot tyd aangeneem word.

34. SPESIALE LIDMAATSKAPHEFFING—WERKGEWERS

(1) Die bedrae wat werkgewers ingevolge klousule 19 (1) (a) (v) betaal, moet deur die Raad aan die Master Builders' and Allied Trades' Association, Pietermaritzburg, en die Building Industries Federation (South Africa) betaal word; en die bedrae wat werkgewers ingevolge klousule 19 (1) (b) (v) betaal, moet deur die Raad aan die Building Industries Federation (South Africa) betaal word; min invorderingsgeld van 2½ persent wat aan die algemene fondse van die Raad moet toeval.

(2) Elke werkgewer in die Middellande wat lid is van die Master Builders' and Allied Trades' Association, Pietermaritzburg, moet ten opsigte van elkeen van sy werknemers vir wie lone voorgeskryf word in klousule 17 (1) (a), (b), (c), (d), (e), (f) en (g), die bedrag van 2c per week aan die Raad betaal op die wyse voorgeskryf in klousule 31 (2).

(3) Die bedrae wat werkgewers ingevolge subklousule (2) betaal, moet deur die Raad aan die Master Builders' and Allied Trades' Association, Pietermaritzburg, betaal word, min invorderingsgeld van 2½ persent, wat aan die algemene fondse van die Raad moet toeval.

35. VAKVERENIGINGSGELD

(1) Ten opsigte van die bedrag wat 'n werkgewer ingevolge klousule 19 (4) (c) betaal, moet elke bydraeboek wat die Raad ingevolge klousule 19 (8) uitgereik, ses koepons bevat, wat afgeskeur kan word, sodat bewyse wat ingevolge klousule 19 (7) (a) aan 'n werknemer uitgereik word, geplak kan word op elke sodanige koepon wat betrekking het op die maande daarop gemeld.

(2) Die koepons in subklousule (1) vermeld, moet in die vorm wees wat die Raad bepaal, en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se bydraeboek.

(3) Die werknemer moet 'n bewys wat ingevolge klousule 19 (7) (a) aan 'n werknemer uitgereik word, plak op die koepon in subklousule (1) bedoel.

(4) 'n Werknemer moet voor of op die laaste dag van Februarie, April, Junie, Augustus, Oktober en Desember elke jaar 'n koepon vir die betrokke twee maande, met bewyse daarop geplak, indien by die vakvereniging waarvan hy lid is, en die vakvereniging moet 'n kwitansie vir alle koepons aldus ingedien, aan die werknemer uitreik.

(5) By indiening van alle koepons aan die Raad, is die betrokke vakvereniging daarop geregtig dat die Raad die siwaarde van alle bewyse wat op 'n koepon geplak is, na aftrekking van invorderingsgeld van 2½ persent wat die algemene fondse van die Raad toeval, aan hom betaal.

36. AGENTE

(1) Die Raad kan een of meer persone as agent of agente aanstel om behulpsaam te wees met die uitvoering van hierdie Ooreenkoms.

(2) 'n Agent het die reg om—

(a) enige perseel of plek waar die Bounywerheid beoefen word, ten eniger tyd te betree wanneer hy redelike grond het om te vermoed dat enigeen daarin werksaam is;

(b) enigeen wat hy in of op die perseel of plek vind, in die teenwoordigheid van andere of alleen, soos hy goedgeind, te ondervra in verband met sake wat op hierdie Ooreenkoms betrekking het en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;

(c) te eis dat die boeke, tydstate, registers of dokumente wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, getoon word en om dit te inspekteer, te ondersoek of 'n afskrif daarvan te maak.

(3) When exercising the powers conferred upon him by sub-clause (2) of this clause, an agent may be accompanied by an interpreter.

(4) Every employer who, or employers' organisation or trade union which is a party to the Council, and all persons who are members of such employers' organisation or trade union, shall grant the agent all facilities to enable him to exercise the powers conferred upon him in terms of subclauses (2) and (3) of this clause and the Act.

37. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may, on application being made in writing, grant an exemption in writing to any person or persons, from any of the provisions of this Agreement in its sole discretion.

(2) The Council shall have the power to fix the conditions under and the period for which any exemption shall operate.

(3) A licence of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A licence of exemption shall not be valid in any area other than that for which it is granted.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

(5) An employer or employee shall be obliged to observe, carry out and perform the terms imposed in a licence of exemption in the same manner as if it were a term of this Agreement.

38. 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 such Recruitment and Training Fund, the collection of contributions in accordance with the procedure stated hereunder, read with clause 19.

(2) In respect of employees for whom wages are prescribed in clause 17 (1) (h), the amounts paid by employers in terms of clause 19 (1) (a) (vi) and (b) (vi) shall be paid by the Council monthly to the Training Fund, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(3) (a) In respect of employees for whom wages are prescribed in clause 17 (1) (a), (b), (c), (d), (e), (f) and (g), an employer shall, on or before the seventh day of each month, forward to the Secretary of the Council, a statement showing, in such manner as the Council may prescribe, the number, trades and categories of such employees employed by him during the month immediately preceding, and such employer shall simultaneously pay to the Secretary of the Council an amount of 10c per week in respect of each week during which each such employee was employed by such employer during such month.

(b) The amounts paid by employers in terms of paragraph (a) shall be paid by the Council monthly to the Training Fund, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(4) Copies of the Constitution of the Training Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited annual accounts for the Training Fund shall be lodged with the Council and the Secretary for Labour within three months of the close of the period covered thereby. For the purposes of this subclause, the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

39. ADMINISTRATION OF AGREEMENT

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

Signed at Pietermaritzburg on behalf of the parties this 26th day of September 1975.

C. F. J. HENWOOD, Chairman.

C. A. HARRIS, Vice-Chairman.

R. Q. PAINTER, Secretary.

(3) Wanneer 'n agent die bevoegdheid uitoefen wat by subklousule (2) van hierdie klousule aan hom verleen word, kan hy 'n tolk saamneem.

(4) Elke werkgewer, elke werkgewersorganisasie of vakvereniging wat 'n party is by die Raad en alle persone wat lede van sodanige werkgewersorganisasie of vakvereniging is, moet aan die agent alle fasiliteite verleen om hom in staat te stel om die bevoegdheid uit te oefen wat by subklousules (2) en (3) van hierdie klousule en by die Wet aan hom verleen word.

37. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad, wanneer daar skriftelik aansoek gedoen word, na goedvinde skriftelik vrystelling van enigen van die bepalings van hierdie Ooreenkoms aan enigiemand verleen.

(2) Die Raad het die bevoegdheid om die voorwaardes waarop en die tydperk waarvoor die vrystelling van krag is, te bepaal.

(3) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elkeen wat vrygestel word. 'n Vrystellingsertifikaat is nie in enige ander gebied as dié waarvoor dit verleen word, van krag nie.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit verleen is, wysig of intrek.

(5) 'n Werkgewer of werknemer is verplig om die voorwaardes gestel in 'n vrystellingsertifikaat na te kom, uit te voer en te vervul asof dit 'n bepaling van hierdie Ooreenkoms is.

38. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die instelling van die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (S.A.)] (hierna die "Opleidingsfonds" genoem), verleen hy hierby magtiging vir die invordering van bydraes ooreenkomstig die prosedure hierna uiteengesit, gelees met klousule 19, ten einde die doelstellings te verwesenlik wat in die konstitusie van genoemde Werwings- en Opleidingsfonds uiteengesit is.

(2) Ten opsigte van werknemers vir wie lone in klousule 17 (1) (h) voorgeskryf word, moet die bedrae wat werkgewers ingevolge klousule 19 (1) (a) (vi) en (b) (vi) betaal, maandeliks deur die Raad aan die Opleidingsfonds betaal word, na aftrekking van invorderingsgeld van 2½ persent wat aan die algemene fondse van die Raad moet toeval.

(3) (a) Ten opsigte van werknemers vir wie lone in klousule 17 (1) (a), (b), (c), (d), (e), (f) en (g) voorgeskryf word, moet 'n werkgewer voor of op die sewende dag van elke maand aan die Sekretaris van die Raad 'n staat stuur wat op sodanige wyse as wat die Raad voorskryf, die getal, ambagte en klasse van sodanige werknemers toon wat gedurende die onmiddellik voorafgaande maand by hom in diens was, en sodanige werkgewer moet tegelykertyd 'n bedrag van 10c per week aan die Sekretaris van die Raad betaal vir elke week waartydens elke sodanige werknemer gedurende sodanige maand by sodanige werkgewer in diens was.

(b) Die bedrae wat werknemers ingevolge paragraaf (a) betaal moet maandeliks deur die Raad aan die Opleidingsfonds betaal word, na aftrekking van invorderingsgeld van 2½ persent wat aan die algemene fondse van die Raad moet toeval.

(4) Kopieë van die konstitusie van die Opleidingsfonds moet by die Raad en by die Sekretaris van Arbeid ingedien word, en kopieë van die balansstaat en geauditeerde jaarrekenings van die Opleidingsfonds moet binne drie maande na die einde van die tydperk waarvoor dit handel by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule omvat die uitdrukking "konstitusie" alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

39. ADMINISTRASIE VAN OOREENKOMS

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

Namens die partye op hede die 26ste dag van September 1975 te Pietermaritzburg onderteken.

G. F. J. HENWOOD, Voorsitter.

C. A. HARRIS, Ondervoorsitter.

R. Q. PAINTER, Sekretaris.

No. R. 2095

7 November 1975

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941**BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS**

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. 2094 of 7 November 1975, 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. 2096

7 November 1975

INDUSTRIAL CONCILIATION ACT, 1956**BUILDING INDUSTRY, PIETERMARITZBURG AND NORTHERN AREAS.—CANCELLATION OF GOVERNMENT NOTICES**

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 2041 of 2 November 1973 and R. 827 and R. 828 of 25 April 1975 with effect from 10 November 1975.

M. VILJOEN, Minister of Labour.

No. R. 2097

7 November 1975

INDUSTRIAL CONCILIATION ACT, 1956**WORK RESERVATION DETERMINATION 28****BUILDING INDUSTRY, REPUBLIC OF SOUTH AFRICA.—EXEMPTION IN RESPECT OF CERTAIN AREAS IN NATAL**

It is hereby notified for general information that the Minister of Labour has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination 28, published under Government Notice R. 149 of 24 January 1975, to all employers who are bound by the Agreement relating to the Building Industry, Pietermaritzburg and Northern Areas, published under Government Notice R. 2094 of 7 November 1975 and to the employees of such employers, with effect from 10 November 1975 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 or Coloured skilled artisans may in the said Industry perform any work specified in the definitions of "building assistant, Class I," and "building assistant, Class II," in clause 3 of the said Agreement.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted, by a person who is not a White person.

No. R. 2095

7 November 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941**BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE**

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. 2094 van 7 November 1975, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag 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. 2096

7 November 1975

WET OP NYWERHEIDSVERSOENING, 1956**BOUNYWERHEID, PIETERMARITZBURG EN NOORDELIKE GEBIEDE.—INTREKKING VAN GOEWERMENTSKENNISGEWINGS**

Ek, Marais Viljoen, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R. 2041 van 2 November 1973 en R. 827 en R. 828 van 25 April 1975 in met ingang van 10 November 1975.

M. VILJOEN, Minister van Arbeid.

No. R. 2097

7 November 1975

WET OP NYWERHEIDSVERSOENING, 1956**WERKRESERVERINGVASSTELLING 28****BOUNYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—VRYSTELLING TEN OPSIGTE VAN SEKERE GEBIEDE IN NATAL**

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, aan alle werkgewers vir wie die Ooreenkoms in verband met die Bounywerheid, Pietermaritzburg en Noordelike Gebiede, gepubliseer by Goewermentskennisgewing R. 2094 van 7 November 1975 bindend is en aan alle werknemers van sodanige werkgewers, met ingang van 10 November 1975 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend mag wees, vrystelling verleen het van die bepalings van Vastelling 28 wat by Goewermentskennisgewing R. 149 van 24 Januarie 1975 gepubliseer is, in dié mate dat persone wat nie Blanke persone of Gekleurde geskoolde ambagsmanne is nie toegelaat word om in genoemde Nywerheid enige werk te verrig wat in die omskrywing van "bou-assistent, klas I," en "bou-assistent, klas II," in klousule 3 van genoemde Ooreenkoms gespesifiseer is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

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