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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1995

24 October 1975

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, DURBAN.—AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 30 October 1975 and for the period ending 29 October 1978, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 4, 7, 10, 39 (1) (i) and (4) (b), 40 (1) (f), 42 (3) (e), 65 and 66, shall be binding, with effect from 30 October 1975 and for the period ending 29 October 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 30 October 1975 and for the period ending 29 October 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 4, 7, 10, 39 (1) (i) and (4) (b), 40 (1) (f), 42 (3) (e), 65 and 66, 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.

41683—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1995

24 Oktober 1975

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, DURBAN.—OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 30 Oktober 1975 en vir die tydperk wat op 29 Oktober 1978 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 4, 7, 10, 39 (1) (i) en (4) (b), 40 (1) (f), 42 (3) (e), 65 en 66, met ingang van 30 Oktober 1975 en vir die tydperk wat op 29 Oktober 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, 7, 10, 39 (1) (i) en (4) (b), 40 (1) (f), 42 (3) (e), 65 en 66, met ingang van 30 Oktober 1975 en vir die tydperk wat op 29 Oktober 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 enigen 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.

4880—1

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
DURBAN

AGREEMENT

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

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

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

White Building Workers' Union
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

being parties to the Industrial Council for the Building Industry, Durban.

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BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
DURBAN

OOREENKOMS

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

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

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

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Durban.

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I. ADMINISTRATIVE AND GENERAL**1. SCOPE OF APPLICATION**

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

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

(b) in the Magisterial Districts of Durban (excluding that portion which, prior to the publication of Government Notice 1401 of 16 August 1968, fell within the Magisterial District of Umlazi), Pinetown and Inanda.

(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 conditions prescribed thereunder;

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

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

(d) apply to general foremen: Provided that—

(i) the terms of this Agreement shall not apply to an employee who—

(aa) was employed as a general foreman as at 22 November 1972; and

(ab) continues to be employed as a general foreman during any period commencing on or after 23 November 1972, irrespective of whether he is employed by the same employer by whom he was employed on 22 November 1972 or not; and

(ac) is in receipt of annual earnings of not less than R4 500; and

(ad) is entitled, in terms of his conditions of employment, to compulsory membership of a pension scheme and a medical aid scheme, the total cost of which is not less than the respective amounts prescribed in clause 39 (1) (c) and (e) of this Agreement;

(ii) notwithstanding the provisions of proviso (i) hereof, the terms of this Agreement shall apply to an employee referred to in proviso (i) hereof who has voluntarily elected to notify his employer, in writing, that he wishes the terms of this Agreement to be applied to him:

Provided that clauses 41 (1), 47, 50 and 51 shall apply only to apprentices, trainees and employees for whom wages are prescribed in clause 30 (1) (h) and (i).

2. PERIOD OF OPERATION

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

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, and any reference to an Act shall include any amendment thereof; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"administrative duties" means those duties performed by an employee, other than a general foreman, who is wholly or mainly engaged in building management and/or project management;

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

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Veiligheidsmaatreëls—steierwerk en installasies.

I. ADMINISTRATIEF EN ALGEMEEN**1. TOEPASSINGSBESTEK**

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

(a) deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie of van enigeen van die vakverenigings is;

(b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Pinetown en Inanda.

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

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

(b) op kwekelinge van toepassing slegs vir sover dit nie met die Wet op Opleiding van Ambagsmanne, Wet 38 van 1951, of met voorwaardes wat daarkragtens voorgeskryf is, onbestaanbaar is nie;

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

(d) op algemene voormanne van toepassing: Met dien verstande dat—

(i) hierdie Ooreenkoms nie van toepassing is nie op 'n werknemer wat—

(aa) op 22 November 1972 as 'n algemene voorman in diens was; en

(ab) voortgaan om as 'n algemene voorman in diens te wees tydens enige tydperk wat op of na 23 November 1972 begin, ongeag of hy by dieselfde werkgever in diens is by wie hy op 22 November 1972 in diens was, al dan nie; en

(ac) 'n jaarlikse verdienste van minstens R4 500 ontvang; en

(ad) ingevolge sy diensvoorwaardes geregtig is op verpligte lidmaatskap van 'n pensioenskema en 'n mediese bystandskema, waarvan die totale koste minstens gelyk is aan die onderskeie bedrae in klousule 39 (1) (c) en (e) van hierdie Ooreenkoms voorgeskryf;

(ii) ondanks voorbehoudsbepaling (i) hiervan, hierdie Ooreenkoms van toepassing is op 'n werknemer in voorbehoudsbepaling (i) hiervan bedoel, wat vrywillig verkies het om sy werkgever skriftelik daarvan in kennis te stel dat hy verlaang dat hierdie Ooreenkoms op hom van toepassing moet wees;

Met dien verstande dat klousules 41 (1), 47, 50 en 51 van toepassing is slegs op vakleerlinge, kwekelinge en dié werknemers vir wie lone in klousule 30 (1) (h) en (i) voorgeskryf word.

2. GELDIGHEIDSDUUR

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"administratiewe pligte" daardie pligte wat uitgevoer word deur 'n werknemer, uitgesonderd 'n algemene voorman, wat voltyds of hoofsaaklik by boubestuur en/of projekbestuur betrokke is;

"agent" 'n persoon wat ooreenkomstig artikel 62 (7) van die Wet op Nywerheidsversoening, 1956, deur die Raad aangestel is;

"apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, and shall include an employee employed during the probationary period allowed under that Act;

"block" means a walling unit whose mass is five kilogrammes or more;

"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 supervision on any or all of the following:

- (1) Operating a sliding-belt sanding machine;
- (2) laying or random rubble walling;
- (3) gluing and fixing edging to shelves and flat board mass-produced in workshops;
- (4) nailing of Masonite backs to fittings;
- (5) nailing up drawers and trays (including bottoms) by nailing machine in workshop;
- (6) operating a portable electric router, morticer, planer or skill-saw to a jig;
- (7) laying blocks to a jig;
- (8) building walls of blocks except setting out and building corners and laying of decorative grille blocks;
- (9) laying of sewerage pipes to falls, underground cable conduits and underground water supply piping;
- (10) laying of precast surface channels;
- (11) laying of precast concrete slabs, slate or brick paving, including beading and jointing but excluding setting out;
- (12) operating a Pyrok machine used for wall or ceiling finishing in various colours to apply a mixture of vermiculite and gypsum, which is trowelled and floated by a craftsman or spraying of asbestos mixture;
- (13) ruling-down of plastered surfaces;
- (14) assembling and fitting of piping for waste, soil, water (hot and cold), central heating, cooling, fire, gas and similar installations—when assembled and fitted in workshops in mass-produced units;
- (15) assembling on sited and fixing of asbestos, galvanised iron and plastic gutters and downpipes excluding downpipes in columns;
- (16) laying of all floor coverings, including the marking out, setting out, cutting and fixing thereof but excluding the stretching of carpeting and all operations prescribed for a craftsman;
- (17) mass fabrication of formwork panels;
- (18) ash grading;
- (19) constructing stormwater manholes;
- (20) positioning prefabricated timber formwork and columns, excluding lining-up, plumbing and levelling;
- (21) cutting of glass, faceputty work and the removing and re-fixing of beads;
- (22) morticing, jig tenoning, jig assembly and nailing of selflocating and pinned door frames, window frames, sashes and doors, excluding framed, ledged and braced doors;
- (23) attaching of hinges, stays and fasteners using jigs, attaching of sashes and louveres to frames and cutting and pinning glazing beads, all to stock joinery;

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

- (1) Operating a sandpapering and spinning machine on flooring;
- (2) operating a mall and biaz or similar type of portable spinner, flexible cutting finishing and similar machine;
- (3) fixing of roof tiles to battens;
- (4) in renovation work—stripping, sparkling, touching up and similar operations preparatory to the application by a craftsman of finishing coats;
- (5) application of the first coat of paint on shop-coated steel surfaces;
- (6) applying size, distemper and similar materials;
- (7) spraying of roofs with Kenitex or similar materials or products;
- (8) all work preparatory to the application of Kenitex or similar materials or products;
- (9) laying of outdoor paving in broken slate, granite or stone and grouting in joints;

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike vakleerlingkontrak wat ooreenkomstig die Wet op Vakleerlinge, 1944, geregistreer is, asook 'n werknemer wat gedurende die proeftydperk wat kragtens genoemde Wet toegelaat word, in diens is;

"blok" 'n muureenheid waarvan die massa vyf kilogram of meer is;

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

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

"bou-assistent, klas I," 'n werknemer wat onder toesig enigeen van ondervermelde bedrywighede of almal beoefen:

- (1) Bediening van 'n skuifbandskuurmasjien;
- (2) lê van ongelaaide rukklipmure;
- (3) lym en vassit van randstukke aan rakke en platbord wat in grootmaat in werkwinkels geproduseer is;
- (4) vasspyker van Masonite-rugstukke aan toebehore;
- (5) aanmekearspyker van laaie en vlak laaie (met inbegrip van bome) met 'n spykermasjien in die werkwinkel;
- (6) bediening van 'n draagbare elektriese verdieper, tapmasjien, skaafmasjien of uitsnysaag volgens 'n setmaat;
- (7) die lê van blokke volgens 'n setmaat;
- (8) die bou van blokmure, uitgesonderd die afmerk en bou van hoeke en die lê van dekoratiewe roosterblokke;
- (9) die lê van rioolpype na gradiënte, ondergrondse kabelleipype en grondwatervoorsieningspype;
- (10) die lê van voorafgegiëte oppervlakkanale;
- (11) die lê van voorafgegiëte betonblaie, plaveisel van leiklip of baksteen, met inbegrip van omkraling en voeging, dog nie die afmerk daarvan nie;
- (12) die bediening van 'n Pyrok-masjien wat vir die afwerking van mure of plafonne in verskillende kleure gebruik word om 'n mengsel van vermikuliet en gips aan te bring wat deur 'n ambagsman gepleister en afgestryk word, of om 'n asbesmengsel aan te spuit;
- (13) die rei van gepleisterde oppervlaktes;
- (14) die montering en aanbring van pype vir afval, vuil, water (warm en koud), sentrale verwarming, verkoeling, vuur, gas en soortgelyke installasies, wanneer dit in werkwinkels in massa-geproduseerde eenhede gemonteer en aangebring is;
- (15) die montering op die perseel en aanbring van geute en geutpype van asbes, gegalvaniseerde yster en plastiek, uitgesonderd geutpype in pilare;
- (16) die lê van alle vloerbedekkings, met inbegrip van die uitmerk, afmerk, sny en vashegting daarvan, maar uitgesonderd die rek van tapyte en alle werksaamhede voorgeskryf vir 'n ambagsman;
- (17) die grootmaatfabriëring van bekistingpanele;
- (18) sintelbetonafskuinsing;
- (19) die bou van stormwatermangate;
- (20) vooraf vervaardigde houtbekisting en -pilare in posisie plaas, maar sonder om dit te rig, loodreg te stel en waterpas te maak;
- (21) die sny van glas en voorstopverfwerk, en ruitkraallyste verwyder en weer aanbring;
- (22) die maak van tapgate, die maak van tappe in 'n setmaat, setmaatmontering en die vasspyker van selfpassende en gepende deurkosyne, vensterrame en deure, uitgesonderd geraamde Z-plankdeure;
- (23) die aanbring van skarniere, verstellers en vensterknippe deur middel van setmate, die aanbring van vensterrame en hortjies aan kosyne en die sny en vaspen van ruitkraallyste, almal aan voorraadsakryswerk;

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

- (1) Die bediening van 'n skuur- en draaiskuurmasjien op vloere;
- (2) die bediening van 'n mall- en biaz- of dergelyke tipe draagbare draaiskyf, plaatsnymasjien, afwerk- en soortgelyke masjien;
- (3) die vassit van dakteëls aan latte;
- (4) by opknappingswerk—die afnerf, vonkeling, opknapping en soortgelyke werksaamhede ter voorbereiding vir die aanwending van deklae deur 'n ambagsman;
- (5) die aanwending van die eerste laag verf op staaloppervlaktes wat in die fabriek 'n onderlaag ontvang het;
- (6) die aanwending van muurlym, distemper en soortgelyke stowwe;
- (7) die bespuiting van dakke met Kenitex of 'n soortgelyke materiaal of produk;
- (8) alle voorbereidende werk vir die aanwending van Kenitex of 'n soortgelyke materiaal of produk;
- (9) die lê van buitenshuise plaveisel met gebreekte leiklip, graniet of klip en bryvulling in voë;

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

(11) fixing corrugated iron and asbestos sheeting to steel pur-lins;

(12) assembling and fixing of precast manholes *in situ*;

(13) brazing and welding in workshops where jig or welding machine is used;

(14) spraying of acoustic material;

(15) fixing of metal lathing;

(16) placing of joists, excluding setting levels;

(17) operating drum and belt sanders;

(18) framing-up and securing butt-jointed material in jigs or cramps;

(19) clamping or cramping doors and sashes by machine;

(20) operating adjustable double-ended and end-and-edge-trimming machines, excluding setting up, adjusting, removing or replacing cutter blades;

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

Asphalting, which includes covering floors, flat and/or sloping roofs, waterproofing or damp-proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tarmacadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;

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

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

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

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

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

light-making, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs, other than electric lights or signs and glazing relating thereto;

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

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

(10) die afstryking van betonpaneelmure in vorms by die fabriek vir vooraf vervaardigde behuisingseenhede;

(11) die vashegting van sink- en asbesplate aan staalkaplatte;

(12) die montering en vashegting van voorafgegiete mangate in posisie;

(13) sweissoldering en sweiswerk in werkwinkels waar 'n set-maat of sweismasjien gebruik word;

(14) die spuit van akoestiek materiaal;

(15) die vashegting van plaatgaas;

(16) die plasing van balke, uitgesonderd die stel van vlakke;

(17) die bediening van rol- en bandskuurders;

(18) die vassit en voeg van gestootlaste materiaal in setmate of klampe;

(19) die klamp of kramp van deure en vensterrame met 'n masjien;

(20) die bediening van verstelbare dubbelkop- en ent-en-rand-afwerkmasjiene, uitgesonderd die opstelling, verstelling, verwydering of vervanging van snylemme;

"Bounywerheid" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die Nywerheid waarin werkgewer en werknemer met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue of bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terreine van die geboue of bouwerke of elders, en omvat dit alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde ambagte of by onderverdelings daarvan betrokke is, maar nie klerklike werknemers en administratiewe personeel nie en ook nie die bedrading of installering, in geboue, van verligtings-, verwarmings- of ander permanente, vaste elektriese toebehore en die installering, onderhoud of herstel van hysers in geboue nie:

Asfaltwerk, wat die volgende omvat: Die bedekking van vloere, plat- en/of staandakke, die waterdigting of vogdigting van kelders of fondamente, hetsy met bereide rolle dakbedekking of asfaltplate met geglasuurde of ongeglasuurde oppervlakke of nie, en afgesien daarvan of teermacadam, neuchatel, limmer of enige ander tipe soliede of halfsoliede asfalt, mastik of emulsie-asfalt of -bitumen gebruik word, of nie, en of dit warm of koud op sodanige dakke, vloere of in sodanige kelders of fondamente aangebring word;

messelwerk, wat die volgende omvat: Betonwerk en die aanbring van betonblokke, -plaatblokke of -plate, teëlwerk aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposiemateriaal, rioolaanlegwerk, leiklipwerk, pandekking en sementkalkfaatwerk aan erdepype;

betonwerk, wat die volgende omvat: Toesighouding oor die giet van beton op die terrein en die gelykmaak van die oppervlakke daarvan;

lakpolitoerwerk, wat die volgende omvat: Politoerwerk met 'n kwas of 'n kussinkie en bespuiting met 'n komposisiestof;

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

skryfwerk, wat die volgende omvat: Die aanbring van alle houttoebehore en die vervaardiging van alle skryfwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen of nie, en dit omvat ook kaste, kombuiskaste of ander kombuistoebehore wat as 'n permanente deel van die gebou aangebring word;

ruitwerk, wat die volgende omvat: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en reklameborde, uitgesonderd elektriese ligte of tekens en die beglasing wat daarmee in verband staan;

klipmesselwerk, wat die volgende omvat: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring van of bouwerk met voorafgegiete of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n mall- en biaz- of dergelike tipe draagbare draaiskyf, buigsame sny-, -afwerk en ander klipwerkmasjiene, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipwerkersgereedskap, afgesien daarvan of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen of nie;

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

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

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

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

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

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

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

woodworking, which includes carpentry, veneer panelling and polishing and sandpapering of same, woodworking machining, turning, carving, fixing of corrugated iron, sound and acoustic material, cork and asbestos insulation, wood-lathing, composition ceiling and wall covering, plugging of walls, covering of woodwork with metal and covering of metal with woodwork, block and other flooring, including wood, linoleum, rubber, rubber compositions, asphalt based floor covering or cork, including the sandpapering of same, operating a mall and biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shutting and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade, shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no portion of the direct cost to the customer;

"cantilever or jib scaffold" means a working platform supported on cantilever or braced-outtriggers beams;

"child" means in respect of any person who contributes to the Fund referred to in clause 60, a member's child, step-child or legally adopted child who is—

(a) unmarried; and

(b) dependent wholly upon the member, or in receipt of an income of not more than R50 per month; and

(c) living with the member except for temporary absence at boarding school or university, or on holiday, or for any other reason acceptable to the Committee; and

(d) (i) under the age of 21 years; or

(ii) subject to the approval of the Management Committee, over the age of 21 years, but under the age of 25 years, and is a scholar or student;

"competent person" means a person who—

(a) has had at least five years' practical experience in building work; or

(b) has obtained a degree in Civil Engineering of a South African University or a degree recognised by the Department of National Education of the Republic of South Africa as equivalent to such first mentioned degree;

"construction work" means any work in connection with the Industry, other than work performed in a workshop, factory or in a yard, or, in transit between building sites, workshops, factories or yards;

"contribution book" means the book issued by the Council to each employee in the Industry each year;

"Council" means the Industrial Council for the Building Industry, Durban, registered in terms of section 19 of the Act;

verfwerk, wat die volgende omvat: Versierwerk, muurplakwerk, glasuurwerk, distemperwerk, wit- en kleurekalkwerk, beitswerk, verniswerk, vlamskilderwerk, marmering, spuitverfwerk, letter-skilderwerk en muurversiering;

pleisterwerk, wat die volgende omvat: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbekleding en die poleerwerk daaraan, die bediening van 'n mall- en biax- of dergelike tipe draagbare draaiskyf, buigsame sny- en afwerkmasjiën, voorafgegiëte of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaallatwerk, akoestieksputwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat die artikels gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen of nie;

loodgieterswerk, wat die volgende omvat: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, brandbestrydingsinstallasie en die vervaardiging en aanbring van alle plaatmetaalwerk, afgesien daarvan of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen of nie;

winkel-, kantoor- en bankuitrustingswerk, wat die volgende omvat: Die vervaardiging en/of aanbring van winkelfronte, vensterafkortings, uitstallaste toonbanke, skermes en binnenshuise los en vas toebehore;

staalwapening, wat die volgende omvat: Toesighouding oor die buig, plasing en vassit van staal in die regte posisie;

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

houtwerk, wat die volgende omvat: Timmerwerk, finceerpaneelwerk en die polering en skuur daarvan, houtwerkmasjiënwerk, draaiwerk, houtsnijwerk, die aanbring van gegolfe sinkplate, klank- en akoestiekmetaal, kurk- en asbesisolasie, houtbelatting, komposisieplafonne en -muurbekleding, die aanbring van proppe in mure, die bedekking van houtwerk met metaal en die bedekking van metaal met houtwerk, blokkies- en ander vloerwerk, met inbegrip van hout, linoleum, rubber, rubberkomposisies, asfaltiese vloerbedekking of kurk, met inbegrip van die afskuur daarvan, die bediening van 'n mall- en biax- of dergelike tipe draagbare draaiskyf, buigsame sny-, afwerk en poleermasjiën, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat die artikel gemaak of berei het wat gebruik word, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat, as linoleum gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die kommersiële distribusiebedryf is, dit uitgesluit word van hierdie omskrywing wanneer sodanige lêwerk iets bykomstigs is by die verkoop van sodanige linoleum en geen deel van die regstreekse koste van die klant uitmaak nie;

"vrydraer- of swaaiarmsteier" 'n werkplatform wat deur vrydraer- of verspande kraanbalke gestut word;

"kind", ten opsigte van enige persoon wat bydra tot die Fonds wat in klousule 60 bedoel word, 'n lid se kind, stiefkind of wettig aangenome kind wat—

(a) ongetroud is; en

(b) geheel en al van die lid afhanklik is of 'n inkomste van hoogstens R50 per maand het; en

(c) by die lid inwoon, met uitsondering van tydelike afwesigheid op kosskool of universiteit of met vakansie of om 'n ander rede wat vir die Komitee aanneemlik is; en

(d) (i) onder die ouderdom van 21 jaar is; of

(ii) onderworpe aan die goedkeuring van die Bestuurskomitee, ouer as 21 jaar maar jonger as 25 jaar en 'n skoolier of student is;

"bevoegde persoon" iemand wat—

(a) minstens vyf jaar praktiese ondervinding van bouwerk het; of

(b) 'n graad in Siviele Ingenieurswese van 'n Suid-Afrikaanse universiteit of 'n graad wat deur die Departement van Nasionale Opvoeding van die Republiek erken word as gelyk aan eersgenoemde graad, behaal het;

"konstruksiewerk" enige werk in verband met die Nywerheid, uitgesonderd werk wat in 'n werkwinkel, fabriek of op 'n werkplaas of onderweg tussen twee bouterreine, werkwinkels, fabriek of werkplase verrig word;

"bydraeboek" die boek wat elke jaar deur die Raad aan elke werknemer in die Nywerheid uitgereik word;

"Raad" die Nywerheidsraad vir die Bounywerheid, Durban, wat ooreenkomstig artikel 19 van die Wet geregistreer is;

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

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

floor and wall covering, laying of wood and mosaic blocks, cork and rubber flooring, fixing of anti-static flooring, fixing of P.V.C. sheeting to walls and floors, including the setting out and fixing thereof, if such materials are fixed to a screed or a wall;

glazing, measuring of glass and similar materials, and the supervision of all glazing operations;

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

metal working, marking and setting out; setting up and supervising machines: Provided that not one craftsman shall be required to supervise more than three machines; hand welding and brazing; drilling and tapping by hand; final filing and/or assembly; fixing of builder's smith and founder work, metal frames and stairs, architectural metal work and extruded metal;

painting, applying paint, varnish and other similar materials to all surfaces (excluding the painting operations specified in the definitions of "building assistant, Class II," "labourer, Grade I," and "labourer, Grade II,"); paperhanging and signwriting;

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

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

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

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

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

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

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;

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

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

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

"dependant" means, in respect of any person who contributes to the Fund referred to in clause 60—

(a) the wife of a member;

(b) a child of a member;

(c) any other person as may be approved by the Management Committee on such terms and conditions as may be determined by the Committee;

"driver" means an employee who is engaged in driving a motor vehicle and, for the purposes 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;

"Durban area" means the area specified in clause 1 of the Agreement;

"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 25 (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;

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

Asfaltwerk, toesig oor alle verrigtinge in verband met asfaltwerk;

messelwerk, merk en afmerk volgens planne; die lê van vooraf vervaardigde klipblokke, roosterblokke, sier- en bakstene, glasstene, dek- en drumpelteëls, alle steenmesselhoeke, loodgietershoeke; rivoegwerk;

vloer- en muurbedekking, die lê van hout- en mosaiekblokke, kurk- en rubbervloermateriaal, die vassit van anti-statische vloermateriaal, die vassit van P.V.C.-strookbedekking aan mure en vloere, met inbegrip van die afmerk en die vassit daarvan, as sodanige materiaal aan 'n gidspleister of 'n muur vasgesit word;

glaswerk, die meet van glas en soortgelyke materiaal en toesighouding oor alle verrigtinge in verband met glaswerk;

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

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

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

pleisterwerk, boetseerwerk en modelleerwerk; die maak van vorms; gereedmaak van voorbereidende bepalende gidspleisters; raping van stowwe aan oppervlakke; granolietwerk; gidspleisters vir vloere waarop 'n afdekking soos blokke en vinylvloerteëls, -stroke, ens., aangebring moet word;

loodgieterswerk en rioolaanlegwerk, merk; afmerk; finale aanbring van gemonteerde pype en toebehore soldeer- en sweissoldeerwerk op die terrein; toesighouding oor die lê van pype na gradiënte;

winkeluitrusterswerk, alle werksaamhede wat onder winkskraywerk ressorteer, asook die montering en installering van winkelfronte en winkel-, kantoor- en bankuitrusting;

winkelskraywerk, merk en afmerk, vervaardiging, montering, skaaf, afwerk en aanbring van voltooië houtwerk;

terreinskraywerk, die maak, aanbring en afwerking van skraywerk en houtlyste;

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

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; klippe op daghalac vassit; afmerk; vassit van voorafgegiëte of kunsklip of marmer; skerpmaak van gereedskap;

boutimmerwerk, die merk en afmerk, vervaardiging, waterpassing, loodregstelling, sny, aanpaswerk, hegwerk, rig en aanbring van materiaal;

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

houtmasjienerwerk, masjiene opstel; toesighouding oor masjiene: Met dien verstande dat daar van geen ambagsman vereis mag word om toesig te hou oor meer as twee masjiene nie: Voorts met dien verstande dat die Raad magtiging kan verleen dat een ambagsman oor meer masjiene toesig hou;

"afhanklike" ten opsigte van enige persoon wat bydra tot die Fonds in klousule 60 bedoel—

(a) die vrou van 'n lid;

(b) 'n kind van 'n lid;

(c) 'n ander persoon wat deur die Bestuurskomitee goedgekeur mag word op sodanige voorwaardes as wat die Komitee bepaal;

"drywer" 'n werknemer wat gebruik word om 'n motorvoertuig te dryf, en by die toepassing van hierdie omskrywing omvat die uitdrukking "'n motorvoertuig dryf" alle tydperke wat daar gedryf word asook alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;

"Durbanse gebied" die gebied in klousule 1 van die Ooreenkoms vermeld;

"noodwerk", sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie binne die gewone werkeure soos voorgeskryf in klousule 25 (1), verrig kan word nie en wat nodig is ten einde die gesondheid of veiligheid van die publiek of die beoefening van enige ander nywerheid, besigheid of onderneming te verseker, of enige werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of gewelddaad, sonder versuim verrig moet word;

"general foreman" means an employee who—

- (a) is employed in a supervisory capacity; and
- (b) is in charge of a contract of contracts; and
- (c) gives out work to other employees under his control and supervision; and
- (d) maintains discipline; and
- (e) is directly responsible to his employer for efficiency and production on site; and
- (f) is not required to do the work of a craftsman except in an instructional capacity;

"general practitioner" means a person registered as a medical practitioner under the Medical, Dental and Supplementary Health Service Professions Act, 1974;

"heavy suspended scaffold" means a working platform suspended from overhead cantilevered supports by means of more than one separate suspension from each cantilever support;

"hourly wage" means the employee's hourly wage prescribed in this Agreement;

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

- (1) In charge of labourers, Grade II, engaged in 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 erecting scaffolding;
- (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) fixing of steel spring clips to aluminium covering strips;
- (9) placing veneered or plain or vyanide/vynalast-cladded panels of chipboard, gypsum or asbestos-cement manufacture in position and pressing the holding cover strips in position;
- (10) fixing of cork and other insulating material;
- (11) placing and fixing in position of steel or wooden windows or door frames in panel apertures in factory/workshop;
- (12) operating automatic or manual presses;
- (13) dismantling and/or re-assembling, excluding lining-up, pre-constructed buildings or structures under supervision of a craftsman throughout performance of the operation;
- (14) assembling ceiling and floor panels to jigs in factory/workshop;
- (15) sanding of timber with portable sanders;
- (16) application of the priming coat of paint, or where a priming coat is not applied, the application of the first coat of paint on all unpainted surfaces;
- (17) bitumastic treatments to all surfaces;
- (18) application of decorative bitumastic to sewerage pipes;
- (19) application of paint to roofs, gutters and downpipes;
- (20) painting of steel girders with a primer paint;
- (21) application of chemical adhesives to corrugated iron roofs by means of a paint brush;
- (22) applying solution to cement tiles or roofs, using a block brush;
- (23) erecting steel formwork and columns, excluding lining-up, plumbing and levelling;
- (24) fixing of Q-deck plates;
- (25) cutting of poles and wedging up;
- (26) drilling holes, repetitive cutting of rough materials on site with power tools;
- (27) jointing and pointing of all brickwork;
- (28) cutting brick or similar materials;
- (29) applying anti-corrosive paints to structural steelwork and tanking;
- (30) applying waterproofing compounds to surfaces;
- (31) operating a rotating solid disc-type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing;
- (32) cutting and trimming of wedges;
- (33) cutting of glue blocks;
- (34) floating of concrete;
- (35) operating portable grinding and similar machines to a jig;
- (36) bending and/or body-forming of metal by machine;
- (37) operating a power-driven crane, other than a tower crane;
- (38) application of sealer coats to joinery;

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

- (1) Application of carbolineum to sprockets and battens and any other surface;
- (2) applying any liquid reviver to brickwork, slasto or similar material;

"algemene voorman" 'n werknemer wat—

- (a) in toesighoudende hoedanigheid in diens is; en
- (b) in beheer van 'n kontrak of kontrakte is; en
- (c) werk uitdeel aan ander werknemers onder sy beheer en toesig; en
- (d) dissipline handhaaf; en
- (e) regstreeks aan sy werkgever verantwoordelik is vir doeltreffendheid en produksie op die perseel; en
- (f) van wie daar nie vereis word om die werk van 'n ambagsman te doen nie, uitgesonderd in 'n onderrigshoedanigheid;

"algemene praktisyn" iemand wat ingevolge die Wet op Geneesherre, Tandartse en Aanvullende Gesondheidsdiensbeproepe, 1974, as 'n mediese praktisyn geregistreer is;

"swaar hangsteier" 'n werkplatform wat deur middel van meer as een afsonderlike hangstuk van elke vrydraerstud af aan bogrondse vrydraerstutte hang;

"uurloon" die werknemer se uurloon wat in hierdie Ooreenkoms voorgeskryf word;

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

- (1) Toesighouding oor arbeiders, graad II, wat beton meng, lê en afvlak;
- (2) bediening van 'n hystoestel, beton- of daghamenger of dergelike 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 verrig;
- (7) bediening van hangsae, klippoleermasjinerie en kompressors vir klipwerk;
- (8) die vashegting van staalveerklemme aan aluminiumdekstrok;
- (9) gefineerde of gewone of vyanide-vynalastbeklede panele van spaanderbord, gips of asbesement in posisie plaas en die werende dekstrok op hul plekke vasdruk;
- (10) kurk en ander isoleermateriaal vasheg;
- (11) vensters of deurkosyne van staal of hout in paneelopenings in die fabriek/werkwinkel in posisie plaas en vasheg;
- (12) outomatiese of handperse bedien;
- (13) vooraf vervaardigde geboue of strukture onder toesig van 'n ambagsman dwarsdeur die uitvoering van die werksaamheid demonteer en/of hermonteer, uitgesonderd die noukeurige opstelling daarvan;
- (14) plafon- en vloerpaneel volgens setmate in die fabriek/werkwinkel monteer;
- (15) skuur van hout met verplaasbare skuurders;
- (16) grondverflae aanbring, of waar 'n grondlaag nie aangebring word nie, die eerste verflaag op alle ongeverfde oppervlakke aanbring;
- (17) bitumastikbehandeling van alle oppervlakke;
- (18) dekoratiewe bitumastik aan rioolpype aanbring;
- (19) verf aan dakke, geute en geutpype aanbring;
- (20) grondverf aan staallêers aanbring;
- (21) chemiese kleefstowwe deur middel van 'n verfkwas aan sinkplaatdakke aanbring;
- (22) rubberlym met 'n koolborsel aan sementteëls of dakke aanbring;
- (23) staalbekisting en -pilare oprig maar sonder om dit in lyn te bring en langs en dwarswaterpas te maak;
- (24) Q-dekplate vasheg;
- (25) pale saag en opkeil;
- (26) gate boor, ruwe materiaal volgens 'n herhalingsmetode met krageredskap op die terrein saag;
- (27) alle soorte steenmesselwerk voeg en aanstryk;
- (28) bakstene of soortgelyke materiaal sny;
- (29) korrosiewerende verf aan boustaal en waterdigmaking aanbring;
- (30) waterdigtingsmengsels aan oppervlakte aanbring;
- (31) 'n roteermasjien met soliede skywe vir die afvlakking van sement- of granolietvloere bedien wanneer sodanige masjien gebruik word voordat verdere afwerking plaasvind;
- (32) wie saag en afwerk;
- (33) lymblokke saag;
- (34) beton afstryk;
- (35) verplaasbare slyp- en soortgelyke masjiene volgens 'n setmaat bedien;
- (36) metaal met 'n masjien buig en/of fatsoeneer;
- (37) 'n kragaangedrewe hyskraan, uitgesonderd 'n toringkraan, bedien;
- (38) aanbring van afdiglae aan skrynwerk;

"arbeider, graad II," 'n werknemer wat enigeen van ondergenoemde werksaamhede of almal verrig:

- (1) Karbolineum aan wipstukke en latte en enige ander oppervlak aanbring;
- (2) enige vloeibare verhelderingsmiddel aan steenmesselwerk, leiklip of soortgelyke materiaal aanbring;

- (3) applying back putty for glazing and cleaning off excess tags therefrom;
- (4) assisting craftsmen by grain filling preparatory to polishing of wood surfaces with fabric;
- (5) assisting craftsmen in the application of hot glue to tenons or wood surfaces prior to cramping or pressing;
- (6) assisting craftsmen 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;
- (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 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 treading 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, bending and holding hoop iron;
- (22) cutting up scrap metal by hand;
- (23) cutting, drilling, chasing and plugging brick and concrete;
- (24) cutting of roofing tiles with a 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 jack hammer and removing excavated stone and soil;
- (32) feeding materials to manually-fed woodworking machines in workshops, excluding spindle, surfacer and circular saw;
- (33) feeding materials to mechanically fed woodworking machines;
- (34) filling in blemishes on the face of finished articles using a cement mixture and rubbing the face with a piece of sacking;
- (35) filling in joints between joint of brick and concrete beam under supervision;
- (36) filling in joints and cleaning of all wall tiles, excluding jointing and pointing;
- (37) filling of moulds with a facing mixture and concrete mixture using a shovel;
- (38) fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
- (39) fixing dampcourse sheeting to sides of steel and wood frames;
- (40) fixing lugs to steel windows and door frames under supervision;
- (41) gauging sand, stone and cement;
- (42) gauging sizes of wall and floor tiles;
- (43) grouting in joints and filling backs of stone work after fixing, under supervision;
- (44) placing and fixing in position of egg-crating, fillets or acoustic material in recesses formed by frames, in factory/workshop;
- (45) gluing and/or fixing facings to panels or frames in factory/workshop;
- (46) grouting of joints in bricks and tile floors and cleaning off;
- (47) hoisting shuttering and placing in position but not fixing;
- (48) hoisting of steel and laying into position under supervision;
- (49) kneading of putty to correct consistency;
- (50) knotting or painting of nailheads on ceilings;
- (51) laying, levelling and screeding of concrete and operating a concrete vibrator, under supervision;
- (52) laying loose tiles on surfaces without bedding;
- (53) laying of filler blocks in construction of concrete floors and concrete roofs;
- (54) limewashing and cement-washing of all surfaces and applying tar or similar products to all surfaces;
- (55) loading and unloading materials and goods;
- (56) applying key coat preparatory to application of finishing coat of mastic asphalt on all vertical and inclined surfaces;

- (3) agterstopverf vir beruiging aanbring en oortollige stopverf daarvan verwyder;
- (4) ambagsmanne help deur die draad van houtoppervlakte 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 geper word;
- (6) ambagsmanne help om staaltutte in posisie te plaas, aan die draers vas te maak en dit op die regte hoogte te stel;
- (7) hangsae onder toesig bedien, help om klippe reg te sit en saaglemme aan te bring met die doel om met hangsae en poleermasjinerie te werk, en/of met slypsteenmasjinerie werk;
- (8) saksmeerwerk aan mure en plafonne doen;
- (9) oorskiet- of afvalmetaal met die hand of 'n masjien baal;
- (10) staalbewapeningsmateriaal bind of vasbind met draad, en sodanige materiaal onder toesig sny, buig, monteer, oprig en vassit;
- (11) dagha, stene, klip, beton of ander materiaal dra;
- (12) glas skoonmaak nadat ruite ingesit is;
- (13) voltooië rame skoonmaak ter voorbereiding vir stopverfwerk;
- (14) vorms, werkbanke, werfpersele, gereedskap, ens. skoonmaak;
- (15) klaat of ander harde houtsoorte skoonmaak deur oplosmiddels en staalwol te gebruik;
- (16) staalvensters en -deurkosyne onder toesig koppel;
- (17) pype en staaltawe, uitgesonderd dié wat van koper gemaak is, onder toesig met die hand of 'n masjien sny, vaskroef, buig en skroefdraad daarin sny;
- (18) steierpale of stutte met 'n treksaag afsaag;
- (19) voglae sny en in posisie plaas;
- (20) in- en -uittandings vir steenwerkverband sny;
- (21) hoepelyster sny, buig en vashou;
- (22) afvalmetaal met die hand opnsny;
- (23) stene en beton sny, 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 en sagte en harde rots met 'n klopboor, en die klip en grond wat uitgegrawe is, verwyder;
- (32) materiaal voer in handgevoerde houtwerkmasjiene in werkwinkels, uitgesonderd spil, vlakslyper en bandsaag;
- (33) materiaal voer in houtwerkmasjiene met meganiese toevoer;
- (34) gate of duike in die voorvlak van afgewerkte artikels opvul met 'n sementmengsel en die voorvlak afvryf met 'n stuk sak;
- (35) voë tussen steenwerk en betonbalke onder toesig opvul;
- (36) voë opvul en alle muurteëls skoonmaak, uitgesonderd voegwerk en voegvulling;
- (37) vorms met 'n voorwerkmengsel en betonmengsel vul deur 'n graaf te gebruik;
- (38) hoepelyster, staal- of draadverstyngs aanbring om bekisting te versterk;
- (39) voglaagstroke aan die kante van staal- en houtrame vassit;
- (40) kloue onder toesig aan staalvensters en -deurkosyne vassit;
- (41) sand, klip en sement afmeet;
- (42) muur- en vloerteëls pas maak;
- (43) voë met bry vul en die agterkant van klipwerk opvul nadat dit gelê is, onder toesig;
- (44) eierkratwerk, binnerondings of akoestiese materiaal in die fabriek/werkwinkel in posisie plaas en vasheg in holtes wat deur rame gevorm word;
- (45) belegsels in die fabriek/werkwinkel aan panele of rame vaslym en/of vasheg;
- (46) voë tussen stene en vloerteëls met bry vul en dit skoonmaak;
- (47) bekisting hys en in posisie plaas maar dit nie vassit nie;
- (48) staal onder toesig hys en in posisie plaas;
- (39) stopverf brei totdat dit die regte konsistensie het;
- (50) spykerkoppe in plafonne toelak of verf;
- (51) onder toesig, beton lê, gelyk maak en afvlak en met 'n betonriller werk;
- (52) los teëls sonder bedding op oppervlakke lê;
- (53) vulblokke in die bou van betonvloere en betondakke lê;
- (54) alle oppervlakke met kalk en sement afwit, en teer of soortgelyke produkte op alle oppervlakke aanwend;
- (55) materiaal en goedere op- of aflaai;
- (56) 'n kleeflaag aanbring ter voorbereiding vir die aanbring van 'n afwerklaag van mastikasfalt op alle vertikale en skuins oppervlakke;

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

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

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

(60) mixing, applying and spreading adhesives preparatory to the setting out of floor blocks, tiles, sheeting and similar materials;

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

(62) operating crosscut saw cutting material of repetitive lengths, working to a jig stop;

(63) priming surfaces with bitumastic or waterproofing solutions;

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

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

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

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

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

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

(70) sandpapering between coats;

(71) scraping and rubbing of all previously painted or lime-washed surfaces and the repair thereof preparatory to painting;

(72) scraping or washing of walls or any surfaces for painting;

(73) using rollers or other appliances for the purpose of bedding down flooring materials after setting or laying;

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

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

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

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

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

(79) shovelling materials into, or removing them from mortar or concrete mixing machines;

(80) sieving sand and mixing mortar or concrete by hand with shovels;

(81) stopping or puttying woodwork, walls and ceilings;

(82) slushing of surfaces preparatory to plastering;

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

(84) stripping shuttering under supervision;

(85) setting up of moulds and stripping of casings and castings;

(86) tamping of and the filling in of moulds;

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

(88) treating timber with preservative under supervision;

(89) tying of roof tiles with wire;

(90) washing down bricks;

(91) wedging up wood props under supervision;

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

(93) assisting craftsmen or higher graded workers wherever necessary, but not to perform the work of a craftsman or such higher grade employees;

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

"light suspended scaffold" means a working platform suspended from overhead cantilevered supports by means of a single suspension from each cantilever support;

"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

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

(58) asfaltnacadam meng, materiaal op lêterrein ophoop en plaas en dit met handrollers uitrol;

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

(60) kleefstof ter voorbereiding vir die uitmerk van vloerblokke, teëls, plaatbedekking en soortgelyke materiaal meng, aanwend en uitstryk;

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

(62) 'n dwarssaag bedien om materiaal herhaaldelik in dieselfde lengtes volgens 'n setmaatsuiiter te saag;

(63) 'n grondlaag van bitumastik of waterdigtingsoplossings op oppervlakke aanbring;

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

(65) voë en agterkante van klip met 'n waterdigte mengsel verf;

(66) preserveerverf op alle bouersuistrusting aanbring;

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

(68) los en geskilferde verf onder toesig van geute, geutype of ander oppervlakke verwyder wanneer 'n blaaslamp of verfplosmiddel gebruik word;

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

(70) die oppervlak tussen die aanbring van verflac met skuurpapier bewerk;

(71) alle oppervlakke wat voorheen geverf of afgewit is, afskraap en afvryf en dit herstel voordat dit geverf word;

(72) mure of ander oppervlakke afskraap of was voordat dit geverf word;

(73) rollers of ander apparaat gebruik om vloermateriaal in te bed nadat dit hard geword het of gelê is;

(74) nuwe gegalaniseerde oppervlakke afwas voordat dit geverf word, en nuwe gegalaniseerde oppervlakke onder toesig behandel wanneer 'n blaaslamp of verfplosmiddel gebruik word;

(75) skuurmiddels van alle soorte, met inbegrip van skuurmengsels, met die hand aanwend op werk wat vir verf- en spuitwerk in gereedheid gebring word, met inbegrip van die gebruik van skuurpapier nie fyner nie as Oakey se nommer 2-sterkte of die ekwivalent daarvan vir enigeen van hierdie skoonmaakprosesse, maar slegs skroborsels of draadborsels mag gebruik word;

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

(77) vlekke en sement met karborundumblokke of vryfmasjiene verwyder van klip, kunsklip, leiklip, terra-cotta of dergelyke oppervlakke;

(78) die afgewerkte oppervlakke van produkte met die hand afskraap met gebruikmaking van 'n staalborsel en 'n skroborsel;

(79) materiaal met grawe ingooi in of verwyder uit dagha- of betonmengmasjiene;

(80) sand sif en dagha of beton met handgrawe meng;

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

(82) oppervlakke flodder voordat dit gepleister word;

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

(84) bekisting onder toesig afbreek;

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

(86) gietsels in vorms vasstamp en vorms vul;

(87) geute en geutype behandel met enige vloeistof wat gegalaniseerde oppervlakke oksideer, voordat hulle geverf word;

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

(89) dakpanne met draad vasbind;

(90) stene afwas;

(91) houstutte onder toesig opkeil;

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

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

(94) enige ander werk vir ongeskooldes verrig wat nie elders gespesifiseer of aan enige ander klas of graad werknemer toegewys is nie;

"ligte hangsteier" 'n werkplatform wat deur middel van 'n enkele hangstuk van elke vrydraerstud aan bogrondse vrydraerstudte hang;

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

to provide a place of adequate size for the safekeeping of employees' tools or clothes at any time;

"management committee" or "committee" means a committee appointed as such by the Council in terms of clauses 59 and 60 of this Agreement to administer the Benefit Fund or Medical Aid Fund on behalf of the Council;

"married member", in respect of any person who contributes to the Fund referred to in clause 60 means a member with one or more dependants;

"medical certificate" means a certificate issued by a general practitioner and/or specialist on the form prescribed by the Benefit Fund;

"member" means any person who contributes to the funds referred to in clauses 59, 60, 61 and 62, in order to obtain any benefit referred to in such clauses, either for himself or for any of his dependants;

"motor vehicle" means a mechanically propelled vehicle used for conveying goods and includes a mechanical horse and a tractor;

"overtime" means all time worked in excess of the hours prescribed in clause 25 (1);

"pay week" means the period of five consecutive working days in respect of which the remuneration to be paid to an employee, in the manner prescribed in clause 42, is calculated;

"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;

"putlog scaffold" means a scaffold supported by a single row of standards and the structure in connection with which it is being used;

"rules" means the rules of a fund provided for in clause 59 or 60 and shall include annexures and any other provisions relating to benefits which may be granted and payments which fall due in terms of a resolution adopted by the management committee;

"scaffold" means any structure or framework used for the support of persons, equipment and material in elevated positions in connection with building or excavation work;

"single member" means any person who contributes to the fund referred to in clause 60 and who has no dependants;

"specialist" means any qualified person registered as such with the South African Medical and Dental Council under the Medical, Dental and Supplementary Health Service Professions Act, 1974;

"stone" means and includes granite, norites, marble, sand stone, or any natural stones which are ordinarily used in the erection of buildings, structures and monuments;

"structure" includes walls, boundary, garden and retaining walls and monuments;

"supervision" unless in conflict with the context of the definition of "labourer, Grade II," and/or "labourer, Grade I," 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 by an employee for whom wages are prescribed in clause 30 (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 wages prescribed in clause 30;

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

"trestle scaffold" means a working platform supported on trestles, stepladders, tripods and the like;

"unladen mass" means the mass of any vehicle or trailer as expressed in a licence or certificate issued by a licensing authority in respect of such vehicle or trailer;

"week" means any period of seven days from Saturday to Friday inclusive;

"working day" means any day, other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Kruger Day, Day of the Covenant, Christmas Day, New Year's Day and days falling within the holiday period prescribed in terms of clause 29 (1) of this Agreement, in respect of which the ordinary hours of work laid down in clause 25 (1) of this Agreement apply;

"working employer" means a person who himself performs work similar to that carried out by employees in the industry, and who—

(a) is registered as an employer in terms of clause 15, or is subject to such registration; or

(b) is a partner in a partnership which is registered as an employer in terms of clause 15, or is subject to such registration; or

(c) is a director of a company which is registered as an employer in terms of clause 15, or is subject to such registration.

gereedskap of klere van werknemers te alle tye veilig daarin bewaar kan word;

"bestuurskomitee" of "komitee" 'n komitee wat as sodanig deur die Raad ingevolge klousules 59 en 60 van hierdie Ooreenkoms aangestel is om die Bystandsfonds of Mediese Hulp-fonds namens die Raad te administreer;

"getroude lid" ten opsigte van enigeen wat bydra tot die Fonds in klousule 60 bedoel, 'n lid met een of meer-afhanklikes; "mediese sertifikaat" 'n sertifikaat wat deur 'n algemene praktisyn en/of spesialis uitgereik is op die vorm deur die Bystands-fonds voorgeskryf;

"lid" enige persoon wat bydra tot die fondse in klousules 59, 60, 61 en 62 bedoel, ten einde 'n voordeel, soos in sodanige klousules vermeld, te verkry, hetsy vir homself of vir enige van sy afhanklikes;

"motorvoertuig" 'n meganiese aangedrewe voertuig wat gebruik word om goedere te vervoer, en ook 'n voorhaker en 'n trekker;

"oortydwerk" alle tyd wat daar langer gewerk word as die ure in klousule 25 (1) voorgeskryf;

"betaalweek" die tydperk van vyf agtereenvolgende werkdade ten opsigte waarvan die besoldiging bereken word wat aan 'n werknemer betaal moet word op die wyse in klousule 42 voorgeskryf;

"stukwerk" enige werkstelsel 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 verlaag wat aangewend word voordat die voorlaaste en/of voorlaaste laag aangebring word;

"kortelingsteier" 'n steier wat gestut word deur 'n enkele ry staanders en deur die bouwerk in verband waarmee dit gebruik word;

"reëls" die reëls van 'n fonds waarvoor daar in klousule 59 of 60 voorsiening gemaak word, asook aanhangsels en ander bepalinge betreffende voordele wat verleen mag word en betalings wat ingevolge 'n besluit van die bestuurskomitee verskuldig word;

"steier" 'n struktuur of raamwerk wat in verband met bou- of uitgrawingswerk gebruik word om persone, uitrustings en materiaal in posisies bokant die grond te stut;

"ongetroude lid", enige persoon wat bydra tot die fonds in klousule 60 bedoel, en wat geen afhanklikes het nie;

"spesialis" enige gekwalifiseerde persoon wat as sodanige ingevolge die Wet op Geneesherre, Tandartse en Aanvullende Gesondheidsdiensberoep, 1974, by die Suid-Afrikaanse Mediese en Tandheelkundige Raad geregistreer is;

"klip" ook graniet, noriet, marmar, sandklip, of enige natuurlike klipsoort wat gewoonlik by die oprigting van geboue, bouwerke en monumente gebruik word;

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

"toesighouding", tensy onbestaanbaar met die samehang van die omskrywing van "arbeider, graad II," en/of "arbeider, graad I," 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 werkgewer of deur 'n werknemer vir wie lone in klousule 30 (1) (h) voorgeskryf is;

"taakwerk" 'n werkstelsel waarvolgens die minimum hoeveelheid werk wat in 'n bepaalde tyd verrig of geproduseer moet word, vasgestel word as 'n voorwaarde vir die betaling van die loon in klousule 30 voorgeskryf;

"kwekeling" 'n werknemer wat 'n opleidings tydperk deurmaak ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951;

"boksteier" 'n werkplatform wat gestut word deur bokke, traplere, driehoekte en dergelike stutte;

"onbelaste massa" die massa van 'n voertuig of sleepwa soos aangeteken in 'n lisensie of sertifikaat wat 'n lisensie-owerheid ten opsigte van sodanige voertuig of sleepwa uitgereik het;

"week" 'n tydperk van sewe dae vanaf Saterdag tot en met Vrydag;

"werkdag" enige dag, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte dag, Kersdag, Nuwejaarsdag en dae wat binne die vakansietydperk voorgeskryf in klousule 29 (1) van hierdie Ooreenkoms val, ten opsigte waarvan die gewone werktuure wat in klousule 25 (1) van hierdie Ooreenkoms bepaal word, van toepassing is;

"werkende werkgewer" 'n persoon wat self werk doen wat soortgelyk is aan dié wat deur werknemers in die Nywerheid uitgevoer word, en wat—

(a) as 'n werkgewer kragtens klousule 15 geregistreer is, of onderworpe is aan sodanige registrasie; of

(b) 'n vennoot is in 'n vennootskap wat as 'n werkgewer kragtens klousule 15 geregistreer is, of onderworpe is aan sodanige registrasie; of

(c) 'n direkteur is van 'n maatskappy wat as 'n werkgewer kragtens klousule 15 geregistreer is, of onderworpe is aan sodanige registrasie.

4. TRADE UNIONS' REPRESENTATIVES ON THE COUNCIL

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.

5. 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 its provisions for the guidance of employers and employees.

6. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may, in writing, grant exemption to any person or persons from any of the provisions of this Agreement.

(2) The Council shall have power to fix the period for and the conditions subject to which an exemption shall operate.

(3) A certificate of exemption under the signature of the Chairman or Secretary of the Council shall be issued to every person exempted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted without assigning any reason therefor.

7. 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 following powers (in so far as these powers concern only persons who are members of the employers' organisation or trade unions):

(a) To enter any premises or place, in which the Building Industry is carried on, at any time, when he has reasonable cause to believe that any person is employed therein;

(b) to question, in the presence of or apart from others as he deems fit, regarding matters relating to this Agreement any person whom he finds in or about the premises or place and to require such person to answer the questions;

(c) to require the production of, inspect, examine or copy such books, time sheets, records or documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(3) When exercising the powers conferred upon him by subclause (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.

8. WAIVING PROVISIONS OF AGREEMENT

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions.

9. ULTRA VIRES PROVISIONS IN AGREEMENT

In the event of any provisions, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

II. EMPLOYEES

10. 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' organisation agree to employ in occupations for which wages are prescribed in clause 30 (1) (b) only members of the trade unions.

(b) 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.

4. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD

'n Werkgewer moet aan enigeen van 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.

5. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van die Ooreenkoms verantwoordelik is, en hy mag menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie, ter voorligting van werkgewers en werknemers.

6. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad vrystelling van die bepalings van hierdie Ooreenkoms skriftelik aan 'n persoon of persone verleen.

(2) Die Raad het die bevoegdheid om die tydperk waarvoor, en die voorwaardes waarop, 'n vrystelling van krag is, te bepaal.

(3) 'n Vrystellingstifikaat, onderteken deur die Voorsitter of die Sekretaris van die Raad, moet uitgereik word aan elke persoon aan wie vrystelling verleen word.

(4) 'n Vrystellingstifikaat kan te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, deur die Raad gewysig of ingetrek word sonder om 'n rede daarvoor te verstrek.

7. AGENTE

(1) Die Raad kan een of meer persone as 'n agent of agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee.

(2) 'n Agent het onderstaande bevoegdhede (vir sover hierdie bevoegdhede betrekking het op slegs dié persone wat lede van die werkgewersorganisasie of die vakverenigings is):

(a) Om 'n perseel of plek waarin die Bounywerheid beoefen word, te eniger tyd te betree wanneer hy 'n grondige rede het om te vermoed dat enigeen daarin werksaam is;

(b) om enigeen wat hy in of in die omgewing van die perseel of plek vind, in die teenwoordigheid van ander of alleen, soos hy mag goedgevind, te ondervra in verband met sake wat die Ooreenkoms raak en om te vereis dat sodanige persoon die vrae beantwoord;

(c) om te vereis dat dié boeke, tydstaats, registers of dokumente wat nodig mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word, aan hom voorgelê word.

(3) By die uitoefening van die bevoegdheid wat by subklousule (2) van hierdie klousule aan 'n agent verleen word, kan hy deur 'n tolk vergesel word.

(4) Elke werkgewer of werkgewersorganisasie of vakvereniging wat 'n party by die Raad is en alle persone wat lede van sodanige werkgewersorganisasie of vakvereniging is, moet die agent alle fasiliteite verleen om hom in staat te stel om die bevoegdhede uit te oefen wat by subklousules (2) en (3) van hierdie klousule aan hom verleen word.

8. AFSIEN VAN BEPALINGS VAN OOREENKOMS

Geen werkgewer 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 werkgewer of werknemer. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, wat onafhanklik is van die bestaan van ander bepalings.

9. BEPALINGS IN OOREENKOMS WAT ULTRA VIRES IS

Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig is of *ultra vires* is vir sover dit die bevoegdheid van die partye of die Minister betref—hetsy voor of na die publikasie van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister kragtens die bepalings van die Wet—raak dit hoegenaamd nie die res van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

II. WERKNEMERS

10. INDIENSNEMING VAN WERKNEMERS

(1) (a) Behoudens subklousule (2) van hierdie klousule, wil lig lede van vakverenigings in om werk te aanvaar slegs by lede van die werkgewersorganisasie, en wil lig lede van die werkgewersorganisasie in om slegs lede van die vakverenigings in diens te neem in die beroepe waarvoor daar in klousule 30 (1) (b) lere voorgeskryf word.

(b) Die vakverenigings moet die Raad op die hoogte hou van die name van werknemers wat, luidens die registers van die betrokke vakverenigings, volwaardig is.

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

(a) to general foremen;

(b) 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;

(c) 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;

(d) unless an employee whose services cannot be retained in terms of subclause (1) hereof can be replaced, either through the agency of the trade unions or the Industrial Council by an employee in good standing.

11. 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 the provisions of this subclause shall not apply in respect of any payments made to an employer by the fund referred to in clause 64.

12. REGISTRATION OF CRAFTSMEN

(1) (a) An employee for whom wages are prescribed in clause 30 (1) (h) of the Agreement, who has not been issued with a certificate of registration by the Council, and who has either—

(i) completed an 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

(iii) been employed in the Building Industry, either in the Durban area or elsewhere in any one of the trades designated under the Apprenticeship Act, 1941, for at least four consecutive years, having for not less than 80 per cent of that period contributed, through the medium of the stamp system, to a holiday or benefit fund for the Building Industry; shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration to be issued to him, and such employee shall furnish the Council with such documentary proof as the Council may deem necessary to substantiate his qualification for a certificate.

(b) The Council shall issue a certificate of registration to an employee who complies with the provisions of paragraph (a).

(2) A certificate of registration issued to an employee in pursuance of a previous agreement, shall be deemed to have been issued by the Council to such employee in accordance with the provisions of this clause.

(3) (a) Any person who does not fall within the categories mentioned in subclause (1) or (2) shall, if desirous of applying for a certificate of registration, furnish the Council with such documentary or such practical proof as the Council may deem necessary to substantiate the applicant's qualification for a certificate.

(b) The Council may, at its discretion, issue a certificate of registration to a person referred to in paragraph (a).

(4) Every employee who has been issued with a certificate in terms of subclause (1), (2) or (3) shall, upon accepting employment in the Industry, produce such certificate to his employer.

(5) No employer shall employ as a craftsman any person unless such person produces a certificate issued to him in terms of this clause: 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 subclause (1) or (3), 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.

(6) Any certificate issued in terms of this clause shall be retained by the employee, and such employee shall—

(a) on being requested to do so by an agent, produce such certificate to the agent;

(b) on being requested to do so by the Council, surrender the certificate to the Council.

(7) 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.

(8) 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

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

(a) op algemene voormanne;

(b) 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, enige uitnodiging van die betrokke vakvereniging om lid daarvan te word van die hand gewys het, hierdie klousule onmiddellik ten opsigte van sodanige immigrant in werking tree;

(c) waar daar, afgesien van die regte van 'n persoon kragtens artikel 51 (10) van die Wet, aan 'n werkgewer 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 werkgewer of werknemer gerapporteer is;

(d) tensy 'n werknemer wie se dienste ingevolge subklousule (1) hiervan nie behou kan word nie, deur tussenkoms van of die vakverenigings of die Nywerheidsraad vervang kan word deur 'n werknemer wat volwaardig is.

11. PREMIES

Geen bedrag ten opsigte van die indiensneming of opleiding van 'n werknemer mag regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie op enige betalings aan 'n werkgewer deur die fonds wat in klousule 64 bedoel word nie.

12. REGISTRASIE VAN AMBAGSMANNE

(1) (a) 'n Werknemer vir wie lone in klousule 30 (1) (h) van die Ooreenkoms voorgeskrif word, aan wie die Raad nie 'n registrasiesertifikaat uitgereik het nie, en wat of—

(i) 'n leerlingkontrak 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) minstens vier agtereenvolgende jare in diens was in die Bounywerheid, hetsy in die Durbanstreek of elders, in enigeen van die ambagte aangewys ingevolge die Wet op Vakleerlinge, 1941, en wat minstens 80 persent van dié tydperk deur middel van die stelsel tot die vakansie- of bystandsfonds vir die Bounywerheid bygedra het;

moet hy die Raad in sodanige vorm as wat die Raad van tyd tot tyd voorskryf, aansoek doen om 'n registrasiesertifikaat en sodanige dokumentêre bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.

(b) Die Raad reik 'n registrasiesertifikaat uit aan 'n werknemer wat paragraaf (a) nakom.

(2) 'n Registrasiesertifikaat wat ingevolge 'n vorige ooreenkoms aan 'n werknemer uitgereik is, geag word deur die Raad aan sodanige werknemer ooreenkomstig hierdie klousule uitgereik te gewees het.

(3) (a) Enigeen wat nie binne die kategorieë genoem in subklousule (1) of (2) val nie, moet, indien hy om 'n registrasiesertifikaat aansoek wil doen, dié dokumentêre of praktiese bewys aan die Raad voorlê wat die Raad nodig mag ag om te bewys dat die aansoeker op 'n sertifikaat geregtig is.

(b) Die Raad kan na goedvinde 'n registrasiesertifikaat uitreik aan 'n persoon in paragraaf (a) bedoel.

(4) Elke werknemer aan wie 'n sertifikaat kragtens subklousule (1), (2) en (3) uitgereik is, moet dié sertifikaat aan sy werkgewer toon sodra hy diens in die Nywerheid aanvaar.

(5) Geen werkgewer mag enigeen as ambagsman in diens neem nie, tensy so 'n persoon 'n sertifikaat toon wat kragtens hierdie klousule aan hom uitgereik is: Met dien verstande dat hierdie bepaling nie van toepassing is nie indien die werknemer aan die werkgewer bewys van die Raad af kan lewer dat hy aansoek gedoen het om 'n registrasiesertifikaat ingevolge subklousule (1) of (3) en in dié geval mag so 'n werknemer sonder 'n registrasiesertifikaat nie in diens geneem word vir 'n tydperk van langer as een maand vanaf die datum van sy aansoek by die Raad nie.

(6) Enige sertifikaat uitgereik kragtens hierdie klousule moet deur die werknemer behou word, en sodanige werknemer moet—

(a) wanneer 'n agent daarom vra, sodanige sertifikaat aan die agent toon; en

(b) wanneer die Raad daarom vra, die sertifikaat aan die Raad gee.

(7) Die Raad het die bevoegdheid om 'n sertifikaat wat ingevolge hierdie klousule uitgereik is, te wysig of in te trek en in dié geval is die Raad se besluit finaal.

(8) 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 werkgewer te onthef van sy verpligting om die voorgeskrewe besoldiging te betaal en die voorwaardes na te kom wat hy sou moes

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.

13. EMPLOYMENT OF MINORS

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

14. TERMINATION OF EMPLOYMENT

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

(2) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than one working day's notice of such termination of employment to the employer or the employee, as the case may be: Provided that this shall not affect—

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

(b) the operation of any forfeitures or penalties which may be applicable in respect of an employee who deserts.

(3) (a) An employer may give an employee one working day's remuneration in lieu of the notice to which the employee is entitled.

(b) An employee may pay or forfeit to his employer one working day's remuneration in lieu of the notice to which the employer is entitled.

(4) An employee who receives payment in lieu of notice in terms of this clause, shall be deemed to have worked the number of hours in respect of which he thus received payment, in addition to, and following on, the number of hours he actually worked.

(5) In the event of an employer giving to any employee for whom wages are prescribed in clause 30 (1) (h) the period of notice referred to in subclause (2) of this clause, then, and in such event only, the employee concerned shall be allowed, in the case of joiners and shopfitters, two hours, and in the case of other employees, 30 minutes to put his tools in working order, but shall nevertheless continue until finishing time at the work for which he was engaged for any portion of the notice period not required for this purpose.

(6) (a) The remuneration due to an employee who has terminated his employment or whose employment has been terminated in accordance with the provisions of this clause, shall be paid by the employer to the employee not later than finishing time on the day of such termination.

(b) In the event of an employer not complying with the provisions of paragraph (a), the employee shall be entitled to be paid one day's remuneration for up to two succeeding working days in respect of which the employer defaults in payment, provided such employee presents himself to such employer to obtain payment on the two days concerned.

III. EMPLOYERS

15. 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 either the Chairman or the Secretary of the Council shall be issued to each employer registered.

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

16. WAGE GUARANTEE

(1) Every employer in the Building Industry at the date on which this Agreement comes into operation, who has not already lodged a guarantee with the Council in pursuance of a

betaal of nakom as sodanige indiensneming nie verbode was nie, en die werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming nie verbode was nie.

13. INDIENSNEEMING VAN MINDERJARIGES

Geen persoon wat jonger as 15 jaar is mag in die Bounywerheid in diens geneem word nie.

14. DIENSBEËINDIGING

(1) Geen kennisgewing van diensbeëindiging word vereis nie, tensy die betrokke werknemer minstens drie werkdag vir dieselfde werkgewer gewerk het.

(2) 'n Werknemer wat voornemens is om sy diens by sy werkgewer te beëindig en 'n werkgewer wat voornemens is om die dienste van 'n werknemer te beëindig, moet minstens een werkdag aan die werkgewer of werknemer, na gelang van die geval, kennis gee van sodanige diensbeëindiging: Met dien verstande dat dit nie die volgende raak nie:

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

(b) die inwerkingstelling van enige toepaslike verbeurings of boetes ten opsigte van 'n werknemer wat dros.

(3) (a) 'n Werkgewer kan 'n werknemer een werkdag se besoldiging gee in plaas van die kennisgewing waarop die werknemer geregtig is.

(b) 'n Werknemer kan een werkdag se besoldiging aan sy werkgewer betaal of verbeur in plaas van die kennisgewing waarop die werkgewer geregtig is.

(4) 'n Werknemer wat ingevolge hierdie klousule betaling in plaas van kennisgewing ontvang het, word geag die getal ure te gewerk het waarvoor hy aldus betaal is, benewens en volgende op die getal ure wat hy werklik gewerk het.

(5) Indien 'n werkgewer aan 'n werknemer vir wie lone in subklousule 30 (1) (b) voorgeskryf word, kennis gee soos in subklousule (2) van hierdie klousule bedoel, dan, en slegs in dié geval, moet die betrokke werknemer, in die geval van skrynwerkers en winkeluitrusters, twee uur, en in die geval van ander werknemers 30 minute gegun word om sy gereedskap in werkende orde te bring, dog hy moet nogtans vir die gedeelte van die kennisgewingtydperk wat nie vir hierdie doel nodig is nie, tot by uitskeityd voortgaan met die werk waarvoor hy in diens geneem is.

(6) (a) Die besoldiging verskuldig aan 'n werknemer wat sy diens beëindig het of wie se diens ooreenkomstig hierdie klousule beëindig is, moet deur die werkgewer voor of met uitskeityd op die dag van sodanige diensbeëindiging aan die werknemer betaal word.

(b) Indien 'n werkgewer versuim om paragraaf (a) na te kom, het die werknemer tot twee agtereenvolgende werkdag daarna aanspraak op een dag se besoldiging ten opsigte waarvan die werkgewer versuim om hom te betaal: Met dien verstande dat sodanige werknemer hom by sodanige werkgewer aanmeld om betaling op die betrokke twee dae te ontvang.

III. WERKGEWERS

15. REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree, in die Bounywerheid is en wat hom nie alreeds ingevolge 'n vorige ooreenkoms by die Raad laat registreer het nie, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet hom binne een maand vanaf sodanige datum of vanaf die datum waarop sodanige werkgewer met sy werksaamhede in die Nywerheid begin het, na gelang van die geval, by die Raad laat registreer en moet 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, waar hy beide 'n werkplaas en 'n werkwinkel het, die ligging van al twee.

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

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

(4) Elke geregistreerde werkgewer moet die Raad onmiddellik skriftelik in kennis stel van enige verandering in die besonderhede wat hy by registrasie verstrek het.

16. LOONWAARBORG

(1) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree, in die Bounywerheid is en nie reeds ingevolge 'n vorige ooreenkoms 'n waarborg by die Raad ingedien

previous agreement, and every employer who enters the Industry after that date, shall, within 21 days of such date, or of the date on which such employer commences operations, as the case may be, or within such further period as may be allowed by the Council, lodge with the Council a guarantee acceptable to the Council: Provided that—

- (a) the amount of the guarantee to be lodged with the Council by each employer in terms of this clause shall be assessed by the Council in the manner prescribed in subclause (2);
- (b) the amount of any guarantee lodged with the Council by an employer in terms of this clause may be increased or reduced by the Council in the manner prescribed in subclause (3);
- (c) a guarantee lodged with the Council in terms of this clause may be utilised by the Council for the purpose described in subclause (4).

(2) The amount of any guarantee to be lodged with the Council in terms of this clause shall be assessed by calculating the total amount required to cover the payment of the applicable amounts specified hereunder, in respect of each employee of an employer:

- (a) Two weeks' wages as prescribed in clause 30;
- (b) two weeks' supplementary remuneration and contributions as prescribed in clauses 39 and 40:

Provided that the amount of any guarantee assessed in accordance with the provisions of this subclause shall not be less than R200.

(3) (a) In the event of any employer increasing the number of his employees at any time after the amount of his guarantee has been assessed by the Council, such employer shall, within 21 days of the date on which the Council notifies such employer, or within such further period as may be allowed by the Council, increase the amount of his guarantee to the amount re-assessed by the Council, in accordance with the provisions of subclause (2), in relation to the increased number of employees.

(b) The Council shall likewise permit an employer to reduce the amount of his guarantee where a reduction in the number of employees employed by such employer warrants a reduction: Provided that—

- (i) no such reduction shall be permitted by the Council unless such employer has applied to the Council, in writing, for the amount of such guarantee to be reduced; and
 - (ii) the amount of such guarantee shall not be reduced to less than R200.
- (c) No increase or reduction of the amount of any guarantee in accordance with the provisions of paragraphs (a) and (b) shall be required or permitted at intervals of less than six months.

(4) The Council shall be entitled to utilise any guarantee lodged by an employer with the Council in terms of this clause, to pay any amount which may be due to the Council by such employer in terms of clauses 39, 40 and 56, or to pay any remuneration which may be due to any one or more employees of such employer, if the Council is satisfied that such remuneration is due and owing to such employees and has not been paid to such employees by such employer: Provided that—

- (a) the total claim in respect of any one employee may exceed the calculated amounts and periods prescribed in subclause (2); and
- (b) the total claim in respect of any one or more employees shall not exceed the total amount of the guarantee lodged with the Council.

(5) A guarantee lodged with the Council in pursuance of a previous agreement, and held by the Council at the date on which this Agreement comes into operation, shall be deemed to have been lodged with the Council in accordance with the provisions of this clause.

17. RECORDS TO BE KEPT BY EMPLOYERS

(1) The provisions of section 57 (1) of the Act, prescribing that every employer shall at all times keep, in respect of all persons employed by him, records of remuneration paid, of the time worked and of such other particulars as are prescribed by regulation, and the provisions of any regulations made in pursuance of subsection (2) of the said section, shall be deemed to be incorporated in this Agreement.

(2) In addition to the particulars referred to in subclause (1), an employer shall maintain in writing in ink, or in type-script, in legible characters and on material of a durable nature, a record of the job for which the work is being done and the time worked daily by each employee.

(3) The records referred to in subclauses (1) and (2) shall be retained by the employer for a period of at least three years.

het nie, en elke werkgewer wat na daardie datum tot die Nywerheid toetree, moet binne 21 dae vanaf sodanige datum of vanaf die datum waarop sodanige werkgewer met sy werksaamhede begin, na gelang van die geval, of binne sodanige verdere tydperk as wat die Raad toelaat, 'n waarborg wat vir die Raad, aanvaarbaar is, by die Raad indien: Met dien verstande dat—

(a) die bedrag van die waarborg wat elke werkgewer kragtens hierdie klousule by die Raad moet indien, deur die Raad, op die wyse voorgeskryf in subklousule (2), bepaal moet word;

(b) die bedrag van enige waarborg wat 'n werkgewer kragtens hierdie klousule by die Raad ingedien het, deur die Raad, op die wyse voorgeskryf in subklousule (3), verhoog of verminder kan word;

(c) 'n waarborg wat ingevolge hierdie klousule by die Raad ingedien is, deur die Raad gebruik kan word vir die doel in subklousule (4) beskryf.

(2) Die bedrag van enige waarborg wat kragtens hierdie klousule by die Raad ingedien moet word, word bepaal deur die totale bedrag te bereken wat nodig is om betaling van die toepaslike bedrae, hieronder gespesifiseer, ten opsigte van elke werknemer in diens van 'n werkgewer, te dek:

- (a) Twee weke se loon soos voorgeskryf in klousule 30;
- (b) twee weke se aanvullende besoldiging en bydraes soos voorgeskryf in klousules 39 en 40:

Met dien verstande dat die bedrag van enige waarborg wat ooreenkomstig hierdie subklousule bepaal word, minstens R200 moet wees.

(3) (a) Indien 'n werkgewer die getal werknemers in sy diens op enige tydstip uitbrei nadat die bedrag van sy waarborg deur die Raad bepaal is, moet sodanige werkgewer binne 21 dae vanaf die datum waarop die Raad hom in kennis stel, of binne sodanige verdere tydperk as wat die Raad toelaat, die bedrag van sy waarborg verhoog, tot die bedrag wat die Raad ooreenkomstig subklousule (2) weer bepaal het in verhouding tot die verhoogde getal werknemers.

(b) Die Raad moet eweneens 'n werkgewer toelaat om die bedrag van sy waarborg te verminder waar 'n afname in die getal werknemers in diens van sodanige werkgewer 'n vermindering regverdig: Met dien verstande dat—

- (i) so 'n vermindering nie deur die Raad toegelaat word nie tensy sodanige werkgewer skriftelik by die Raad aansoek gedoen het om vermindering van die bedrag van sodanige waarborg; en
- (ii) die bedrag van sodanige waarborg nie tot minder as R200 verminder mag word nie.

(c) Geen vermeerdering of vermindering van die bedrag van enige waarborg ingevolge paragrawe (a) en (b) mag met tussenpose van minder as ses maande vereis of toegelaat word nie.

(4) Die Raad is daarop geregtig om enige waarborg wat 'n werkgewer kragtens hierdie klousule by hom indien, te gebruik om enige bedrag te betaal wat sodanige werkgewer kragtens klousules 39, 40 en 56 aan die Raad, verskuldig is, of om enige besoldiging te betaal wat aan een of meer van sodanige werkgewer se werknemers verskuldig is, indien die Raad daarvan oortuig is dat sodanige besoldiging aan sodanige werknemers verskuldig en betaalbaar is en nie deur sodanige werkgewer aan hulle betaal is nie: Met dien verstande dat—

- (a) die totale eis ten opsigte van een werknemer meer as die berekende bedrae en tydperke, voorgeskryf in subklousule (2), mag wees; en
- (b) die totale eis ten opsigte van een of meer werknemers nie meer as die totale bedrag van die waarborg wat by die Raad ingedien is mag wees nie.

(5) 'n Waarborg wat ingevolge 'n vorige ooreenkoms by die Raad ingedien is en in die Raad se besit is op die datum waarop hierdie ooreenkoms in werking tree, word geag by die Raad ingedien te gewees het ooreenkomstig hierdie klousule.

17. AANTEKENINGE WAT GEHOU MOET WORD

(1) Die bepalinge van artikel 57 (1) van die Wet wat voorskryf dat elke werkgewer te alle tye ten opsigte van alle persone in sy diens aantekeninge moet hou van besoldiging wat betaal is, die tyd wat gewerk is en sodanige ander besonderhede as wat by regulasie voorgeskryf word en die bepalinge van enige regulasie wat ingevolge subartikel (2) van genoemde artikel gemaak is, word geag in hierdie Ooreenkoms ingelyf te wees.

(2) Benewens die besonderhede in subklousule (1) bedoel, moet 'n werkgewer op materiaal van 'n duursame aard, leesbare aantekeninge, in ink geskryf of getik, hou van die taak waarvoor die werk gedoen word en die tyd wat daaglik deur elke werknemer gewerk word.

(3) Die aantekeninge in subklousules (1) en (2) bedoel, moet deur die werkgewer vir 'n tydperk van minstens drie jaar gehou plak word en opgeplak gehou word.

18. EXHIBITION OF AGREEMENT

A legible copy of the Agreement in both official languages together with the notices required by section 58 of the Act, shall be affixed and kept affixed in every workshop or yard in a conspicuous position accessible to all employees.

19. NOTICE BOARD

(1) Every employer shall, wherever building operations are being carried out by him, display in a conspicuous place, accessible to the public, a notice board of a size not less than 600 mm by 450 mm or a notice board approved by the Council showing clearly in letters not less than 50 mm in height and in material of a durable nature—

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

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

20. MONTHLY RETURNS

(1) On or before the seventh day of each month an employer shall forward to the Secretary of the Council a statement showing, 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 clause 56 (p).

(2) An employer registered in terms of clause 15 who has no employees in his employ shall notify the Council, in writing, on or before the seventh day of the following month.

IV. CONDITIONS RELATING TO CERTAIN CLASSES OF WORK

21. 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.

22. 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.

(2) The provisions of this clause shall apply notwithstanding the fact that the employee may supply a small quantity of the material or plant required.

23. INCENTIVE SCHEMES

(1) Notwithstanding the provisions of clause 22, and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 30, 36, 37, 38, 39 and 40 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 (2) and (3) hereunder: Provided further that apprentices shall not be allowed to participate in such incentive scheme.

(2) 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.

(3) 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.

24. OUTWORK AND HIRE OF LABOUR

(1) No employee shall solicit or take orders for or undertake any work falling within the scope of the Building Industry as defined in this Agreement, whether for remuneration or not, other than for his employer: Provided that this subclause shall not be construed to prohibit an employee for whom wages are prescribed in clause 30 (1) (h) from carrying out building work on any residential unit (a dwelling-house or a maisonnette or a duplex or a flat) which is either owned or rented by such employee and which is occupied by such employee.

(2) No employer shall hire the services of any employee to or from any person unless such person is an employer engaged in the Building Industry as defined in this Agreement.

18. VERTONING VAN OOREENKOMS

'n Leesbare eksemplaar van hierdie Ooreenkoms, in albei amptelike tale tesame met die kennisgewings wat by artikel 58 van die Wet vereis word, moet in elke werkwinkel of werkplaas, en wel in 'n opvallende plek wat vir alle werknemers toeganklik is, opgeplak word en opgeplak gehou word.

19. KENNISGEWINGBORD

(1) Elke werkgewer moet, wanneer hy bouwerk verrig, 'n kennisgewingbord van minstens 600 mm by 450 mm of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek wat vir die publiek toeganklik is, en ondergenoemde inligting in letters wat minstens 50 mm hoog en gemaak is van 'n materiaal van 'n duursame aard, moet op sodanige bord voorkom:

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

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

20. MAANDELIKSE OPGAWES

(1) 'n Werkgewer moet voor of op die sewende dag van elke maand aan die Sekretaris van die Raad 'n staat stuur wat, op 'n wyse soos die Raad mag voorskryf, die getal, ambagte van en klasse werknemers toon wat gedurende die onmiddellike voorafgaande maand, by hom in diens was, en hy moet tegelykertyd aan die Sekretaris van die Raad dié bedrag betaal wat ingevolge klousule 56 (2) aan die Raad verskuldig mag wees.

(2) 'n Werkgewer wat ingevolge klousule 15 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 aldus in kennis stel.

IV. VOORWAARDES BETREFFENDE SEKERE KLASSE WERK

21. KONTRAKTE VIR SLEGS ARBEID

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

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

22. STUKWERK EN TAAKWERK

(1) Die uitbesteding, deur 'n werkgewer, of die verrigting, deur 'n werknemer, van werk op 'n stukwerk- en/of taakwerkgrondslag word verbied.

(2) Hierdie klousule is van toepassing ondanks die feit dat die werknemer 'n klein hoeveelheid materiaal of uitrusting wat nodig is, mag verskaf.

23. AANSPORINGSKEMAS

(1) Ondanks klousule 22 en behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy geregtig sou gewees het kragtens klousules 30, 36, 37, 38, 39 en 40 of kragtens enige ander ooreenkoms wat deur die partye aangegaan is, mag '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 (2) en (3) hieronder bepaal: Voorts met dien verstande dat vakleerlinge nie toegelaat word om aan so 'n aansporingskema deel te neem nie.

(2) '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 ooreen mag kom.

(3) Die bepalings van so 'n aansporingskema en alle latere wysigings daarvan waarvoor die komitee mag ooreengekom het, moet op skrif gestel en onderteken word deur die lede van die komitee, en hulle 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 dié tydperk waarvoor die partye ooreen mag kom wanneer hulle so 'n ooreenkoms aangaan.

24. BUITEWERK EN DIE HUUR VAN ARBEID

(1) Geen werknemer mag enige werk binne die bestek van die Bounywerheid, soos in hierdie Ooreenkoms omskryf, vra of onderneem of bestellings daarvoor neem nie, hetsy teen besoldiging of nie, behalwe vir sy werkgewer: Met dien verstande dat hierdie subklousule nie so vertolk moet word dat dit 'n werknemer vir wie lone in klousule 30 (1) (h) voorgeskryf is, verbied om bouwerk te verrig aan enige woon-eenheid ('n woonhuis, of 'n skakelwoonstel of 'n duplex of 'n woonstel) wat of besit of gehuur word deur sodanige werknemer en wat deur hom bewoon word nie.

(2) Geen werkgewer mag die dienste van 'n werknemer verhuur aan of huur van 'n persoon nie tensy sodanige persoon 'n werkgewer is wat betrokke is by die Bounywerheid soos in hierdie Ooreenkoms omskryf.

V. WORKING HOURS

25. MAXIMUM HOURS OF WORK

(1) *Ordinary hours of work.*—Subject to the provisions of clauses 26 and 27, 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 30 (1) (h) and (i)—
 - (i) for more than 40 hours in any one week or for more than 8 hours in any one day;
 - (ii) before 07h30 or after 16h30;
 - (d) in the case of employees for whom wages are prescribed in clause 30 (1) (a) to (f) inclusive—
 - (i) for more than 43 hours in any one week or for more than eight and three-fifths hours in any one day;
 - (ii) before 07h00 or after 17h00;
 - (e) in the case of an employee for whom wages are prescribed in clause 30 (1) (g), for more than six consecutive days without one day's rest;
 - (f) for a continuous period of more than five hours in any one day without uninterrupted interval of at least one hour.
- (2) 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—
- (a) outside the hours prescribed in subclause (1);
 - (b) on a Saturday or a Sunday;
 - (c) on or during the holiday periods prescribed in terms of clause 29 (1) (a);
 - (d) on or during the public holidays prescribed in terms of clause 29 (1) (b).

26. OVERTIME

(1) Subject to the provisions of clause 32 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: Provided further that, in the event of excessive unemployment, the Council shall have the right to modify the provisions of this subclause by means of an amending agreement in terms of section 48 of the Act;

(2) an employer shall, save as provided in subclause (1), 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 to be executed;
- (iii) the place where, the date on which and the times when it is to be commenced and completed;
- (iv) the number and categories of employees involved;
- (v) the reasons why it should be executed outside the hours prescribed in clause 25;

(b) in the case of emergency work, in which case the employers 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 32 shall not apply, but an employee shall be remunerated at the rate for his category prescribed in clause 30 (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.

V. WERKURE

25. MAKSIMUM WERKURE

(1) *Gewone werkure.*—Behoudens klousules 26 en 27, mag 'n werkgever nie van 'n werknemer vereis of hom toelaat om soos hieronder uiteengesit, te werk nie en mag geen werkende werkgever of werknemer aldus werk nie, naamlik:

- (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 werkgevers, vakleerlinge, kweklinge en werknemers vir wie daar in klousule 30 (1) (h) en (i) lone voorgeskryf word—
 - (i) meer as 40 uur in 'n bepaalde week of meer as agt uur op 'n bepaalde dag;
 - (ii) voor 07h30 of na 16h30;
 - (d) in die geval van werknemers vir wie lone in klousule 30 (1) (a) tot en met (f) voorgeskryf word—
 - (i) meer as 43 uur in 'n bepaalde week of meer as agt en drie vyfde uur op 'n bepaalde dag;
 - (ii) voor 07h00 of na 17h00;
 - (e) in die geval van 'n werknemer vir wie daar in klousule 30 (1) (g) lone voorgeskryf word, meer as ses agtereenvolgende dae sonder een vry dag;
 - (f) vir 'n aaneenlopende tydperk van meer as vyf uur op 'n bepaalde dag sonder 'n ononderbroke pouse van minstens een uur.
- (2) Geen werknemer mag, terwyl hy in diens van 'n werkgever is, en geen werkende werkgever mag, hetsy teen besoldiging al dan nie, bouwerk soos dié wat gewoonlik deur die Bounywerheid onderneem word, vra, onderneem of verrig nie—
- (a) buite die ure voorgeskryf in subklousule (1);
 - (b) op 'n Saterdag of 'n Sondag;
 - (c) in of gedurende die vakansietydperke voorgeskryf in klousule 29 (1) (a);
 - (d) op of gedurende die openbare vakansiedae voorgeskryf in klousule 29 (1) (b).

26. OORTYDWERK

(1) Behoudens die bepalinge van klousule 32 mag 'n werkgever 'n werknemer toelaat om vir 'n tydperk van hoogstens een uur daaglik van Maandag tot en met Vrydag oortyd te werk: Met dien verstande dat die werkgever die Raad vooraf skriftelik kennis gegee het van sy voorneme om sodanige oortyd te laat werk: Voorts met dien verstande dat, ingeval van oormatige werkloosheid, die Raad die reg het om hierdie subklousule deur middel van 'n wysigingsooreenkoms te verander ooreenkomstig artikel 48 van die Wet;

(2) mag 'n werkgever behoudens subklousule (1), nie vereis of toelaat dat daar 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 oortydwerk verrig 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 aplikant moet die volgende besonderhede meld:

- (i) Sy naam en adres;
- (ii) die aard van die werk wat uitgevoer moet word;
- (iii) die plek waar, die datum waarop en die tye wanneer die werk begin en voltooi sal word;
- (iv) die getal en klasse werknemers daarby betrokke;
- (v) die redes waarom die werk verrig moet word buite die ure in klousule 25 voorgeskryf;

(b) in die geval van noodwerk, wanneer die werkgever wat sodanige werk laat verrig het, nie later nie as 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 uitgevoer is;
- (iii) die plek waar, die datum waarop en die tye wanneer 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 om toestemming aansoek gedoen is nie;

Met dien verstande egter dat 'n werknemer van sy werkgevers mag vereis of hulle mag 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 dié geval is klousule 32 nie van toepassing nie, maar 'n werknemer moet vergoed word teen die loonskaal vir sy kategorie in klousule 30 (1) voorgeskryf;

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

(4) mag die gewone werkure plus oortydure hoogstens 56 per week beloop.

27. SHIFTWORK

(1) 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 32: Provided further that one of the shifts shall be worked within the time prescribed in clause 25 (1) for the class or classes of employees therein mentioned;

(2) 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.

28. SUSPENSION OF EMPLOYMENT

(1) Subject to the provisions of clause 34 an employer may temporarily suspend the employment of any employee, for any reason;

(2) 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 instructions or at the request of his employer.

29. ANNUAL AND PUBLIC HOLIDAYS

(1) Unless the written consent of the Council has first been obtained, no employer shall require or permit an employee to perform and no employee and no working employer shall undertake or perform work in the Building Industry—

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

(i) between finishing time on Friday, 12 December 1975, and starting time on Monday, 5 January 1976;

(ii) between finishing time on Friday, 10 December 1976 and starting time on Monday, 3 January 1977;

(iii) between finishing time on Thursday, 15 December 1977, and starting time on Monday, 9 January 1978;

(b) on Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Kruger Day, the Day of the Covenant, Christmas Day and New Year's Day;

(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 26 (2).

(2) Subject to the provisions of clauses 57 (5) and 58 (5), the Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays.

VI REMUNERATION

30. MINIMUM WAGE RATES

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause and clauses 31 to 35 inclusive:

Category of employee	Per hour (Cents)
(a) Labourer, Grade II—	
(i) not on construction work.....	49
(ii) on construction work.....	50
(b) Labourer, Grade I—	
(i) not on construction work.....	53
(ii) on construction work.....	54
(c) Driver of mechanical vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle is—	
(i) up to and including 1 815 kg.....	61
(ii) over 1 815 kg up to and including 3 175 kg....	69
(iii) over 3 175 kg up to and including 3 850 kg....	77
(iv) over 3 850 kg.....	90
(d) Operator of a power-driven tower crane.....	93
(e) Building assistant, Class II—	
(i) not on construction work.....	77
(ii) on construction work.....	78
(f) Building assistant, Class I—	
(i) not on construction work.....	92
(ii) on construction work.....	93
	Per day
	R
(g) Employees engaged on patrolling premises and guarding property.....	4,17

27. SKOFWERK

(1) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur, uitgesonderd 'n Saterdag en 'n Sondag, te werk: Met dien verstande dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie behalwe op die voorwaardes voorgeskryf in klousule 32: Voorts met dien verstande dat een van die skofte gewerk moet word in die tyd wat in klousule 25 (1) voorgeskryf word vir die klas of klasse werknemers daarin genoem;

(2) 'n werkgewer moet, voordat hy werknemers in diens neem om twee of meer skofte te werk, die Raad skriftelik van sodanige voorneme in kennis stel en meld wat die ure vir elke skof sal wees.

28. OPSKORTING VAN DIENS

(1) Behoudens klousule 34 mag 'n werkgewer die diens van 'n werknemer om enige rede tydelik opskort;

(2) 'n werknemer moet ondanks andersluidende bepalings in hierdie Ooreenkoms, benewens enige tydperk waartydens hy wel werksaam is, geag word te werk indien hy in opdrag van of op versoek van sy werkgewer van sy werk afwesig is.

29. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Tensy die skriftelike toestemming van die Raad vooraf verkry is, mag geen werkgewer van 'n werknemer vereis of hom toelaat om werk in die Bounywerheid te verrig nie en mag geen werknemer en geen werkende werkgewer sodanige werk onderneem en verrig nie—

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

(i) tussen uitskeityd op Vrydag, 12 Desember 1975, en aanvangstyd op Maandag, 5 Januarie 1976;

(ii) tussen uitskeityd op Vrydag, 10 Desember 1976, en aanvangstyd op Maandag, 3 Januarie 1977;

(iii) tussen uitskeityd op Donderdag, 15 Desember 1977, en aanvangstyd op Maandag, 9 Januarie 1978;

(b) op Goie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag en Nuwejaarsdag;

(c) op die Vrydag wat onmiddellik op Hemelvaartsdag volg, indien die werknemer ingevolge die voorbehoudsbepaling van klousule 26 (2) op die Saterdag voor Hemelvaartsdag gewerk het.

(2) Behoudens klousules 57 (5) en 58 (5), is Geloftedag, Kersdag en Nuwejaarsdag vakansiedae met besoldiging.

VI. BESOLDIGING

30. MINIMUM LOONSKALE

(1) Geen loon wat laer is as die volgende, gelees met die ander bepalings van hierdie klousule en klousules 31 tot en met 35, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

Klas werknemer	Per uur (Sent)
(a) Arbeider, graad II—	
(i) nie op bouwerk nie.....	49
(ii) op bouwerk.....	50
(b) Arbeider, graad I—	
(i) nie op bouwerk nie.....	53
(ii) op bouwerk.....	54
(c) Drywer van 'n meganiese aangedrewe voertuig, waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat aan sodanige voertuig gekoppel is of daardeur getrek word—	
(i) tot en met 1 815 kg is.....	61
(ii) meer as 1 815 tot en met 3 175 kg is.....	69
(iii) meer as 3 175 kg tot en met 3 850 kg is.....	77
(iv) meer as 3 850 kg is.....	90
(d) Bediener van 'n kragaaangedrewe toringkraan.....	93
(e) Bou-assistent, klas II—	
(i) nie op bouwerk nie.....	77
(ii) op bouwerk.....	78
(f) Bou-assistent, klas I—	
(i) nie op bouwerk nie.....	92
(ii) op bouwerk.....	93
	Per dag
	R
(g) Werknemers wat persele patrolleer en eiendomme bewaak.....	4,17

Category of employee

Per hour

R

- (h) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices.....
- (i) Employees employed during the probationary period allowed under the Apprenticeship Act, 1944.....

1,71

The rate laid down for first-year apprentices.

(2) The wages prescribed for employees described in subclause (1) (h) hereof shall be subject to adjustment, in the manner and on the dates prescribed in clause 43.

(3) In addition to the wages prescribed for employees in subclause (1) (a) and (b), an employer shall pay such an employee, who has presented himself for employment at normal commencement times on each of the working days in any pay week, an additional amount of R2 per week: Provided that for the purposes of this subclause any time lost due to inclement weather in terms of clauses 28 (1) and 34 (1) where an employee has presented himself for employment shall be deemed to constitute employment.

(4) 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.

31. DIFFERENTIAL RATES OF PAY

An employee who on any 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 clause 30 (1), shall be paid at the rate of the higher or highest wage for all the hours worked on that day.

32. 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 25 (1) shall be paid:

(1) In respect of overtime up to one hour worked daily between Monday and Friday inclusive:

(a) Apprentices and employees employed during the probationary period allowed under the Apprenticeship Act, 1944.—One and one-tenth times his hourly wage.

(b) Employees for whom wages are prescribed in clause 30 (1) (h).—Subject to the provisions of clause 44 (1) (a), their hourly wage plus the amounts prescribed in clause 39 (3) (a).

(c) Other employees.—Their hourly wage plus the Holiday Fund payment prescribed for the class of employee concerned in clause 40 (3) (a).

(2) In respect of each hour or part of an hour worked:

(a) In excess of one hour overtime daily between Monday and Friday, inclusive;

(b) on Saturday prior to 17h00;

one and one-third times his hourly wage.

(3) In respect of each hour or part of an hour worked:

(a) After 17h00 on Saturday;

(b) on Sunday and until 07h30 on Monday;

(c) on the public holidays prescribed in clause 29 (1) (b);

(d) during the holiday periods mentioned in clause 29 (1) (a);

one and one-half times his hourly wage.

33. PAYMENT FOR SHIFTWORK

Where any shift worked by an employee in accordance with the provisions of clause 27 falls outside the starting and finishing times prescribed in clause 25 (1), such employee shall be paid for such shift at the rate of wage prescribed for such employee in clause 30 (1), plus 10 per cent of such rate.

34. PAYMENT FOR SUSPENSION OF EMPLOYMENT

(1) (a) Subject to the provisions of subclause (2), an employer shall pay to an employee whose employment has been temporarily suspended in accordance with the provisions of clause 28 (1), an amount equivalent to the wages and allowances which such employee would have received had he worked all the ordinary hours of work which occurred during such period of suspension: Provided that the provisions of this paragraph shall not apply to an employee suspended from work

Klas werknemer

Per uur

R

- (h) Ambagsmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge.....
- (i) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word

1,71

Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word.

(2) Die lone voorgeskryf vir werknemers wat in subklousule (1) (h) hiervan beskryf word, is onderworpe aan aanpassing op die wyse en datums in klousule 43 voorgeskryf.

(3) Benewens die loon vir werknemers voorgeskryf in subklousule (1) (a) en (b) moet 'n werkgewer 'n bykomende bedrag van R2 per week aan so 'n werknemer betaal wat hom op die gewone aanvangstye op elk van die werkdag in 'n betaalweek vir diens aangemeld het: Met dien verstande dat vir die toepassing van hierdie subklousule tyd verloor vanweë slegte weer ooreenkomstig klousules 28 (1) en 34 (1) waar 'n werknemer vir diens aangemeld het, geag word diens te wees.

(4) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die besoldiging wat aan 'n werknemer betaal word op dié 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 die verrigting van dieselfde klas werk by dieselfde werkgewer in diens is.

31. DIFFERENSIËLE LOONSKALE

'n Werknemer wat op enige bepaalde dag vir altesaam meer as een uur twee of meer klasse werk verrig waarvoor daar in klousule 30 (1) verskillende lone voorgeskryf word, moet vir al die ure wat hy op daardie dag gewerk het teen die hoër of die hoogste loon betaal word.

32. BETALING VIR OORTYDWERK

Met uitsondering van 'n werknemer wat uitsluitlik persele patrolleer en eiendom bewaak, moet 'n werkgewer van wie vereis word of wat toegelaat word om te eniger tyd buite die ure voorgeskryf in klousule 25 (1), te werk, soos volg betaal word:

(1) Ten opsigte van oortyd tot een uur daaglik gewerk van Maandag tot en met Vrydag:

(a) Vakleerlinge en werknemers wat gedurende die proeftydperk toegelaat kragtens die Wet op Vakleerlinge, 1944.—Een en een-tiende maal hul uurloon.

(b) Werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word.—Behoudens klousule 44 (1) (a), hul uurloon plus die bedrae in klousule 39 (3) (a) voorgeskryf.

(c) Ander werknemers.—Hul uurloon plus die Vakansiefonds-betaling wat vir die betrokke klas werknemer in klousule 40 (3) (a) voorgeskryf word.

(2) Ten opsigte van elke uur of gedeelte van 'n uur:

(a) Langer as een uur oortyd daaglik van Maandag tot en met Vrydag gewerk;

(b) op Saterdag voor 17h00 gewerk;

een en een-derde maal hul uurloon.

(3) Ten opsigte van elke uur of gedeelte van 'n uur gewerk:

(a) Na 17h00 op Saterdag;

(b) op Sondag en tot 07h30 op Maandag;

(c) op die openbare vakansiedae in klousule 29 (1) (b) voorgeskryf;

(d) gedurende die vakansietydperke in klousule 29 (1) (a) genoem;

een en 'n half maal hulle uurloon.

33. BETALING VIR SKOFWERK

Waar 'n skof wat deur 'n werknemer ooreenkomstig klousule 27 gewerk word, buite die aanvangs- en uitskeitye voorgeskryf in klousule 25 (1) val, moet sodanige werknemer vir sodanige skof betaal word teen die loonskaal wat vir sodanige werknemer in klousule 30 (1) voorgeskryf word, plus 10 persent van sodanige skaal.

34. BETALING VIR OPSKORTING VAN DIENS

(1) (a) Behoudens subklousule (2), moet 'n werkgewer aan 'n werknemer wie se diens ooreenkomstig klousule 28 (1) tydelik opgeskort is, '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 opskortingstydperk gewerk het: Met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n werknemer wie se werk opgeskort word weens

owing to inclement weather or where the progress of work has been interrupted by an act of God, or *vis major*, fire, riot, civil commotion, strike, explosion and/or similar emergencies beyond the control of the employer.

(b) No deduction shall be made by an employer from an employee's wage, in respect of any absence as referred to in clause 28 (2).

(2) Notwithstanding the provisions of subclause (1), Inclement Weather Benefits shall be paid by employers to employees for whom wages are prescribed in clause 30 (1) (h), in accordance with the provisions of the rules of the Benefit Fund as referred to in clause 59 (6).

35. PAYMENT FOR DANGEROUS WORK

In addition to the wage prescribed in clause 30 (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—

(1) 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;

(2) 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;

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

(4) performed in old sewers.

36. HOLIDAY PAY—ALL EMPLOYEES

(1) *Employees for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive.*—In addition to any remuneration to which employees may be entitled in terms of this Agreement, an employer shall pay to the said employees the amounts specified as under:

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

(b) *Day of the Covenant and holiday period.*—In respect only of hours worked within the times prescribed in clause 25 (1) (d), the amounts prescribed in clause 40 (3) (a): Provided that the method and time of payment shall be as provided in clauses 40 and 58.

(2) *Employees for whom wages are prescribed in clause 30 (1) (h).*—(a) Subject to the provisions of paragraph (b), in addition to any remuneration to which employees may be entitled in terms of this Agreement, an employer shall, in respect only of the hours worked within the times prescribed in clause 25 (1) (c), pay to the said employees the amount prescribed in clause 39 (3) (a): Provided that the method and time of payment shall be as provided in clauses 39 and 57.

(b) The hourly holiday pay rate prescribed in paragraph (a) shall be subject to adjustment in the manner and on the dates prescribed in clause 44.

(3) *Apprentices and employees employed during the probationary period allowed under the Apprenticeship Act, 1944.*—In addition to any remuneration to which employees may be entitled in terms of this Agreement, an employer shall pay to the said employees the amounts specified as under:

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

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

slegte weer of waar die vordering van die werk onderbreek is deur 'n natuurkrag, of *force majeure*, brand, onluste, burgerlike oproer, staking, ontploffing en/of soortgelyke noodtoestand buite die beheer van die werkgewer.

(b) Geen aftrekking vir afwesigheid soos in klousule 28 (2) bedoel, mag deur 'n werkgewer van 'n werknemer se loon gemaak word nie.

(2) Ondanks subklousule (1), moet werkgewers Bystand vir Slegte Weer aan werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word, betaal ooreenkomstig die reëls van die Bystandsfonds soos bedoel in klousule 59 (6).

35. BETALING VIR GEVAARLIKE WERK

Benewens die loon in klousule 30 (1) voorgeskryf, moet 'n werknemer minstens 10 persent van sodanige loon betaal word ten opsigte van elke uur of gedeelte van 'n uur wat hy gevaarlike werk verrig. Vir die toepassing van hierdie subklousule beteken "gevaarlike werk" enige werk—

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

(2) wat op 'n hoogte van meer as 9 m van die grond af op of vanaf 'n hangsteier of bootsmanstoel of op 'n dak of 'n skuifleeër aan 'n gebou of bouwerk (uitgesonderd 'n nuwe gebou of bouwerk wat nog opgerig word) uitgevoer word in verband met die opknapping, verbouing, herstel of onderhoud van sodanige gebou of bouwerk;

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

(4) wat in ou riole verrig word.

36. VAKANSIEBESOLDIGING—ALLE WERKNEMERS

(1) *Werknemers vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskryf word.*—Benewens enige besoldiging waarop werknemers kragtens hierdie Ooreenkoms geregtig mag wees, moet 'n werkgewer ook die bedrae, soos hieronder uiteengesit, aan genoemde werknemers betaal:

(a) *Openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag).*—Ten opsigte van 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) *Geloftedag en vakansietydperk.*—Slegs vir die ure wat binne die tye voorgeskryf in klousule 25 (1) (d), gewerk is, die bedrae voorgeskryf in klousule 40 (3) (a): Met dien verstande dat die tyd en die wyse van betaling moet wees soos in klousules 40 en 58 bepaal.

(2) *Werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word.*—(a) Behoudens paragraaf (b) moet 'n werkgewer benewens enige besoldiging waarop werknemers kragtens hierdie Ooreenkoms geregtig mag wees, moet 'n werkgewer aan genoemde werknemers, slegs vir die ure gewerk binne die tye voorgeskryf in klousule 25 (1) (c), ook die bedrag voorgeskryf in klousule 39 (3) (a) betaal: Met dien verstande dat die tyd en wyse van betaling moet wees soos in klousules 39 en 57 bepaal.

(b) Die loonskaal per uur vir vakansiebesoldiging, voorgeskryf in paragraaf (a), is onderworpe aan aanpassing op die wyse en datums in klousule 44 voorgeskryf.

(3) *Vakleerlinge en werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word.*—Benewens enige besoldiging waarop werknemers kragtens hierdie Ooreenkoms geregtig mag wees, moet 'n werkgewer ook die bedrae, soos hieronder uiteengesit, aan genoemde werknemers betaal:

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

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

37. SICK PAY—CRAFTSMEN

Sickness and Accident Benefits shall be paid by the Benefit Fund to employees for whom wages are prescribed in clause 30 (1) (h), in accordance with the provisions of the rules of the Benefit Fund as referred to in clause 59 (6).

38. SICK LEAVE AND SICK PAY—OTHER EMPLOYEES

(1) In addition to any remuneration to which employees for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive may be entitled in terms of this Agreement, an employer shall, in respect only of the hours worked within the times prescribed in clause 25 (1) (d), pay to the said employees the amounts prescribed in clause 40 (3) (b), for the purpose described in this clause and in clause 58:

(2) Subject to the provisions of clauses 40 and 58, an employer shall grant to an employee for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive, who is absent from work through sickness or accident not caused by his own misconduct or by an accident or scheduled disease compensable under the Workmen's Compensation Act, 1941, not less than 10 working days' sick leave in the aggregate during each cycle of 12 consecutive months of employment between the first working day in November and the last working day in October of each year; Provided that in the first 24 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one working day in respect of each completed period of five weeks of employment during such period.

(3) The amount prescribed in subclause (1) shall be applied to the payment of sick leave granted to an employee in terms of subclause (2), in the manner hereinafter provided:

(a) Subject to the provisions of subclause (4), an employer shall pay such employee in respect of any period of absence prescribed in subclause (2), not less than the wage he would have received had he worked during such period.

(b) An employer shall, subject to the provisions of subclause (6), be entitled to recover from the Council any payments made by him in terms of paragraph (a); Provided that the application for re-imbursement shall be forwarded to the Secretary—

(i) in such manner and in such form as the Council may from time to time determine; and

(ii) within 30 days after the date on which the payment was made by him.

(c) Any amount refunded by the Council to an employer in respect of sick pay paid by such employer to an employee in accordance with the provisions of this clause, shall be deducted by the Council from any amount due to such employee in terms of subclause (5) hereof.

(4) (a) An employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work—

(i) for a period covering more than two consecutive working days; or

(ii) on the work day immediately preceding or the work day immediately succeeding a Sunday or the holidays prescribed in clause 29 (1);

require the employee to produce a certificate signed by a medical practitioner stating the nature and duration of the employee's incapacity; Provided that when an employee has during any period of up to eight consecutive weeks received payment in terms of this clause on two or more occasions without producing such a certificate, his employer may during the period of eight consecutive weeks immediately succeeding the last such occasion require him to produce such a certificate in respect of any absence from work.

(b) Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of absence owing to incapacity in terms of this clause.

(5) (a) In the event of an employee not having been granted any sick leave or having been granted sick leave for a lesser period than the maximum sick leave prescribed in subclause (2) during any period of 12 consecutive months between the first working day in November and the last working day in October of each year, the amount remaining to the credit of an employee as at the last working day in October of

37. SIEKEBESOLDIGING—AMBAGSMANNE

Ooreenkomstig die reëls van die Bystandsfonds soos in klousule 59 (6) bedoel, moet Siekte- en Ongeluksbystand deur die Bystandsfonds betaal word aan werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word.

38. SIEKTEVERLOF EN SIEKEBESOLDIGING—ANDER WERKNEMERS

(1) Benewens enige besoldiging waarop werknemers, vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskryf word, kragtens hierdie Ooreenkoms geregtig mag wees, moet 'n werkgever ook, slegs vir die ure wat daar binne die tyd voorgeskryf in klousule 25 (1) (a) gewerk is, aan genoemde werknemers, vir die doel in hierdie klousule en in klousule 58 beskryf, die bedrae voorgeskryf in klousule 40 (3) (b) betaal.

(2) Behoudens klousules 40 en 58, moet 'n werkgever ten minste 10 werkdag siekteverlof altesaam gedurende elke kringloop van 12 agtereenvolgende maande diens tussen die eerste werkdag in November en die laaste werkdag in Oktober elke jaar toestaan aan 'n werknemer vir wie 'n loon in klousule 30 (1) (a) tot en met (g) voorgeskryf word, en wat van die werk afwesig is as gevolg van siekte of 'n ongeluk wat nie deur sy eie wangedrag veroorsaak is nie of deur 'n ongeluk of vergoedingspligtige siekte, waarvoor daar ingevolge die Ongevalwet, 1941, skadeloosstelling betaal word; Met dien verstande dat 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op siekteverlof met vol betaling teen 'n skaal van meer as een werkdag ten opsigte van elke voltooide tydperk van vyf weke diens gedurende sodanige tydperk geregtig is nie.

(3) Die bedrag voorgeskryf in subklousule (1) moet op die wyse waarvoor daar hieronder voorsiening gemaak word, aangewend word vir die betaling van siekteverlof wat kragtens subklousule (2) aan 'n werknemer toegestaan word:

(a) Behoudens subklousule (4), moet 'n werkgever so 'n werknemer, vir enige tydperk van afwesigheid voorgeskryf in subklousule (2), minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het.

(b) 'n Werkgever is, behoudens subklousule (6), geregtig om enige betalings wat hy kragtens paragraaf (a) gedoen het, op die Raad te verhaal; Met dien verstande dat die aansoek om terugbetaling aan die Sekretaris gestuur moet word—

(i) op sodanige wyse en in sodanige vorm as wat die Raad van tyd tot tyd mag bepaal; en

(ii) binne 30 dae na die datum waarop hy die betaling gedoen het.

(c) Enige bedrag wat die Raad aan 'n werkgever terugbetaal vir siekteverlof wat sodanige werkgever aan 'n werknemer ooreenkomstig hierdie klousule betaal het, moet deur die Raad afgetrek word van enige bedrag verskuldig aan sodanige werknemer kragtens subklousule (5) hiervan.

(4) (a) 'n Werkgever kan as 'n opskortende voorwaarde vir die betaling deur hom van 'n bedrag ingevolge hierdie klousule deur 'n werknemer geëis ten opsigte van afwesigheid van die werk—

(i) vir 'n tydperk van meer as twee agtereenvolgende werkdag; of

(ii) op die werkdag onmiddellik voor of die werkdag onmiddellik na 'n Sondag of die vakansiedae in klousule 29 (1) voorgeskryf;

van die werknemer vereis om 'n sertifikaat voor te lê wat deur 'n mediese praktisyn onderteken is en waarop die aard en duur van die werknemer se ongeskiktheid getoon word; Met dien verstande dat, waar 'n werknemer gedurende 'n tydperk van tot agt agtereenvolgende weke by twee of meer geleenthede betaling ingevolge hierdie klousule ontvang het sonder om so 'n sertifikaat voor te lê, sy werkgever gedurende die tydperk van agt agtereenvolgende weke wat onmiddellik op die laaste van hierdie geleenthede volg, van hom kan vereis om so 'n sertifikaat ten opsigte van alle tydperke van afwesigheid van die werk voor te lê.

(b) Waar daar deur 'n wet van 'n werkgever vereis word om gelde vir hospitaal- of mediese behandeling van 'n werknemer te betaal, en hy sodanige gelde betaal, kan die bedrag aldus betaal, afgetrek word van die betaling verskuldig vir afwesigheid vanweë ongeskiktheid ooreenkomstig hierdie klousule.

(5) (a) In die geval van 'n werknemer aan wie geen siekteverlof toegestaan is nie of aan wie siekteverlof vir 'n korter tydperk as die maksimum siekteverlof voorgeskryf in subklousule (2) toegestaan is gedurende enige tydperk van 12 agtereenvolgende maande tussen die eerste werkdag in November en die laaste werkdag in Oktober elke jaar, moet die bedrag wat op die laaste werkdag in Oktober elke jaar in die krediet van 'n werk-

each year, as determined in accordance with the provisions of paragraph (b), shall be paid to the employee in the manner and on the date prescribed in clause 58 (4).

(b) For the purposes of paragraph (a), the amount remaining to the credit of an employee shall be the difference between—

(i) the amount of holiday and sick pay due to such employee, as assessed in accordance with the provisions of clause 58 (4) (b); and

(ii) the amount refunded by the Council in respect of such employee in accordance with the provisions of subclause (3) (b).

(6) (a) In the event of the sick pay paid by an employer to an employee in terms of subclause (3) (a) being in excess of the wages which such employee would have received had he worked during the period in respect of which the sick pay was paid, the employer shall be refunded only the wages which such employee would have received.

(b) If, in the opinion of the Council, an employer has paid sick pay in terms of subclause (3) (a) to a person who was not entitled to such sick pay in terms of this clause—

(i) such employer shall not be entitled to a refund in terms of subclause (3) (b) in respect of such payment; and

(ii) the Council shall be entitled to recover from such employer any amount which has been refunded to such employer by the Council in terms of subclause (3) (b), in respect of such payment.

(7) For the purposes of this clause the expression "employment" shall be deemed to include—

(a) any period during which the employee is absent—

(i) on holiday in terms of clause 29;

(ii) on the instructions or at the request of his employer;

(iii) on sick leave in terms of subclause (2);

amounting in the aggregate, in any year, to not more than 10 weeks;

(b) any time during which an employee is required by his employer not to work because of inclement weather, slackness of trade, shortage of material or a breakdown of machinery;

(c) any period during which the employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training.

39. FRINGE BENEFITS AND STAMPS—CRAFTSMEN

(1) Except in respect of an employee who works for an employer for less than 16 hours in any one week, and subject to the provisions of subclauses (5) and (6) and clause 59 (6) (b), every employer shall pay to the Secretary of the Council each week in respect of each employee for whom wages are prescribed in clause 30 (1) (h) the total sum prescribed in item (j) hereunder: Provided that such sum shall be allocated as follows: Provided further that the amount referred to in subclause (4) (b) shall be added to the sum payable in terms of this subclause:

	(A) Up to 26 Novem- ber 1975	(B) From 27 Novem- ber 1975
	R	R
(a) Holiday pay.....	5,20	*
(b) Holiday bonus.....	4,00	4,00
(c) Pension scheme contributions.....	3,70	†
(d) Benefit Fund contributions.....	1,20	1,20
(e) Medical Aid Fund contributions.....	2,80	3,40
(f) Contributions to Industrial Council expenses	0,20	0,22
(g) Contributions to National Development Fund.....	0,12	0,12
(h) Contributions to Building Industries Recruitment and Training Fund.....	0,50	0,50
(i) Special membership levy.....	0,10	0,12
(j) Total sum.....	R17,82	R‡

* Refer to subclause (5) (a).

† Refer to subclause (5) (b).

‡ Refer to subclause (5) (c).

(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 56, 57, 59, 60, 61, 63, 64, 65 and 66.

nemer oorbly, soos vasgestel ooreenkomstig paragraaf (b), aan die werknemer betaal word op die wyse en datum voorgeskryf in klousule 58 (4).

(b) Vir die toepassing van paragraaf (a), is die bedrag wat in die kredit van 'n werknemer oorbly die verskil tussen—

(i) die bedrag vakansie- en siekebesoldiging verskuldig aan sodanige werknemer, soos vasgestel ooreenkomstig klousule 58 (4) (b); en

(ii) die bedrag wat deur die Raad ten opsigte van sodanige werknemer ooreenkomstig subklousule (3) (b) terugbetaal is.

(6) (a) Indien die siekebesoldiging wat 'n werkgewer aan 'n werknemer kragtens subklousule (3) (a) betaal het, meer is as die loon wat sodanige werknemer sou ontvang het as hy gewerk het gedurende die tydperk waarvoor die siekebesoldiging betaal is, word die werkgewer net die loon terugbetaal wat sodanige werknemer sou ontvang het.

(b) Indien 'n werkgewer siekebesoldiging kragtens subklousule (3) (a) betaal het aan 'n persoon wat na die mening van die Raad kragtens hierdie klousule nie op sodanige siekebesoldiging geregtig was nie,

(i) is sodanige werkgewer nie op terugbetaling kragtens subklousule (3) (b) ten opsigte van sodanige betaling geregtig nie; en

(ii) is die Raad daarop geregtig om enige bedrag wat die Raad kragtens subklousule (3) (b) ten opsigte van sodanige betaling aan sodanige werkgewer terugbetaal het op sodanige werkgewer te verhaal.

(7) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag die volgende in te sluit:

(a) enige tydperk wat die werknemer afwesig is—

(i) met vakansie ingevolge klousule 29;

(ii) in opdrag of op versoek van sy werkgewer;

(iii) met siekteverlof ingevolge subklousule (2);

van altesaam hoogstens 10 weke in 'n jaar;

(b) tyd waartydens sy werkgewer van 'n werknemer vereis om nie te werk nie vanweë gure weer, slapte in die bedryf, 'n tekort aan materiaal of die onklaarraking van masjinerie;

(c) enige tydperk wat die werknemer afwesig is vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige opleidings tydperk as diens te eis nie.

39. BYVOORDELE EN SEËLS—AMBAGSMANNE

(1) Met uitsondering van 'n werknemer wat vir minder as 16 uur in 'n bepaalde week vir 'n werkgewer werk en behoudens subklousules (5) en (6) en klousule 59 (6) (b), moet elke werkgewer elke week aan die Sekretaris van die Raad die totale bedrag in item (j) hieronder betaal ten opsigte van elke werknemer vir wie lone in klousule 30 (1) (h) voorgeskryf word: Met dien verstande dat sodanige bedrag soos volg toegewys moet word: Voorts met dien verstande dat die bedrag in subklousule (4) (b) bedoel, gevoeg moet word by die bedrag wat ingevolge hierdie subklousule betaalbaar is:

	(A) Tot 26 Novem- ber 1975	(B) Vanaf 27 Novem- ber 1975
	R	R
(a) Vakansiebesoldiging.....	5,20	*
(b) Vakansiebonus.....	4,00	4,00
(c) Bydraes tot pensioenskema.....	3,70	†
(d) Bydraes tot Bystandsfonds.....	1,20	1,20
(e) Bydraes tot Mediese Hulpfonds.....	2,80	3,40
(f) Bydraes tot uitgawes van die Nywerheidsraad.....	0,20	0,22
(g) Bydraes tot Nasionale Ontwikkelingsfonds.....	0,12	0,12
(h) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid.....	0,50	0,50
(i) Spesiale lidmaatskapheffing.....	0,10	0,12
(j) Totale som.....	R17,82	R‡

* Verwys na subklousule (5) (a).

† Verwys na subklousule (5) (b).

‡ Verwys na subklousule (5) (c).

(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 soos in klousules 56, 57, 59, 60, 61, 63, 64, 65 en 66 beskryf.

(3) Subject to the provisions of subclauses (5) and (6), every employer shall, in addition to any remuneration to which an employee for whom wages are prescribed in clause 30 (1) (h) may be entitled, pay to such employee the total sum prescribed in item (f) hereunder:

	(A) Up to 26 November 1975 Cents per hour	(B) From 27 November 1975 Cents per hour
(a) Holiday pay.....	13,00	*
(b) Holiday bonus.....	10,00	10,00
(c) Pension scheme contribution.....	7,25	†
(d) Benefit Fund contribution.....	3,00	3,00
(e) Medical Aid Fund contribution.....	6,50	7,50
(f) Total sum.....	39,75	‡

* Refer to subclause (5) (a).

† Refer to subclause (5) (b).

‡ Refer to subclause (5) (c).

(4) (a) Subject to the provisions of subclauses (5) and (6), every employer shall deduct weekly from the remuneration due to each employee for whom wages are prescribed in clause 30 (1) (h), the amount prescribed in item (vii) hereunder:

	(A) Up to 26 November 1975 R	(B) From 27 November 1975 R
(i) Holiday pay.....	5,20	*
(ii) Holiday bonus.....	4,00	4,00
(iii) Pension scheme contributions.....	3,70	†
(iv) Benefit Fund contributions.....	1,20	1,20
(v) Medical Aid Fund contributions.....	2,80	3,40
(vi) Contributions to Industrial Council expenses.....	0,10	0,11
(vii) Total sum.....	R17,00	R‡

* Refer to subclause (5) (a).

† Refer to subclause (5) (b).

‡ Refer to subclause (5) (c).

(b) Subject to the provisions of subclause (6), every employer who is a member of the employers' organisation shall, in respect of each of his employees for whom wages are prescribed in clause 30 (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) *Adjustments to prescribed payments and deductions:*
(a) *Holiday pay.*—The payments and deductions prescribed in subclauses (1) (a), (3) (a) and (4) (a) (i) shall be subject to adjustment in the manner and on the dates prescribed in clause 44.

(b) *Pension scheme contributions.*—The payments and deductions prescribed in subclauses (1) (c), (3) (c) and (4) (a) (iii) shall be subject to adjustment in the manner and on the dates prescribed in clause 45.

(c) *Total sum.*—The payments and deductions prescribed in subclauses (1) (j), (3) (f) and (4) (a) (vii) shall be subject to adjustment on the dates prescribed in clauses 44 and 45, by re-totalling the amounts in the respective columns after the amended amounts prescribed in paragraphs (a) and (b) have been substituted therein.

(6) Subject to the provisions of clause 59 (6) (b)—

(a) no payment as referred to in subclause (3) shall be made, save as provided for in clause 32 (1) (b), in respect of hours worked outside the hours prescribed in clause 25 (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 16 hours for an employer in any one week;

(c) in the event of an employee working for an employer for less than 16 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 16 hours.

(3) Behoudens subklousules (5) en (6), moet elke werkgever, benewens die besoldiging waarop 'n werknemer vir wie daar in klousule (30) (1) (h) lone voorgeskryf word, geregtig is, aan sodanige werkgever die totale som betaal soos in pos (f) hieronder voorgeskryf:

	(A) Tot 26 November 1975 Sent per uur	(B) Vanaf 27 November 1975 Sent per uur
(a) Vakansiebesoldiging.....	13,00	*
(b) Vakansiebonus.....	10,00	10,00
(c) Bydrae tot Pensioenskema.....	7,25	†
(d) Bydrae tot Bystandsfonds.....	3,00	3,00
(e) Bydrae tot Mediese Hulpfonds.....	6,50	7,50
(f) Totale som.....	39,75	‡

* Verwys na subklousule (5) (a).

† Verwys na subklousule (5) (b).

‡ Verwys na subklousule (5) (c).

(4) (a) Behoudens subklousules (5) en (6), moet elke werkgever elke week van die besoldiging wat verskuldig is aan elke werknemer vir wie daar in klousule 30 (1) (h) lone voorgeskryf word, die bedrag aftrek soos in pos (vii) hieronder voorgeskryf:

	(A) Tot 26 November 1975 R	(B) Vanaf 27 November 1975 R
(i) Vakansiebesoldiging.....	5,20	*
(ii) Vakansiebonus.....	4,00	4,00
(iii) Bydraes tot Pensioenskema.....	3,70	†
(iv) Bydraes tot Bystandsfonds.....	1,20	1,20
(v) Bydraes tot Mediese Hulpfonds.....	2,80	3,40
(vi) Bydraes tot Uitgawes van die Nywerheidsraad.....	0,10	0,11
(vii) Totale som.....	R17,00	R‡

* Verwys na subklousule (5) (a).

† Verwys na subklousule (5) (b).

‡ Verwys na subklousule (5) (c).

(b) Behoudens subklousule (6), moet elke werkgever wat lid van die werkgewersorganisasie is, ten opsigte van elkeen van sy werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word en wat lid van een van die vakverenigings is, van die besoldiging van sodanige werknemer die bedrag aftrek wat ingevolge die konstitusie van die betrokke vakvereniging deur sodanige werknemer as ledegeld aan daardie vakvereniging betaalbaar is.

(5) *Aanpassing van voorgeskrewe betalings en aftrekkings:*
(a) *Vakansiebesoldiging.*—Die betalings en aftrekkings voorgeskryf in subklousules (1) (a), (3) (a) en (4) (a) (i) is onderworpe aan aanpassing op die wyse en datums in klousule 44 voorgeskryf.

(b) *Bydraes tot Pensioenskema.*—Die betalings en aftrekkings voorgeskryf in subklousules (1) (c), (3) (c) en (4) (a) (iii) is onderworpe aan aanpassing op die wyse en datums in klousule 45 voorgeskryf.

(c) *Totale bedrag.*—Die betalings en aftrekkings voorgeskryf in subklousules (1) (j), (3) (f) en (4) (a) (vii) is onderworpe aan aanpassing op die datums voorgeskryf in klousules 44 en 45, deur die bedrae in die onderskeie kolomme weer op te tel nadat die gewysigde bedrae, in paragrawe (a) en (b) voorgeskryf, daarin vervang is.

(6) Behoudens klousule 59 (6) (b)—

(a) mag geen betaling soos in subklousule (3) bedoel, behoudens klousule 32 (1) (b), geskied ten opsigte van werk wat verrig is buite die ure voorgeskryf in klousule 25 (1) (c) nie;

(b) mag geen betaling soos in subklousule (1) bedoel of aftrekking soos in subklousule (4) bedoel, geskied ten opsigte van 'n werknemer wat in 'n bepaalde week minder as 16 uur vir 'n werkgever gewerk het nie;

(c) ingeval 'n werknemer minder as 16 uur in 'n bepaalde week vir 'n werkgever gewerk het, moet die bedrae wat ingevolge subklousule (3) verskuldig is, onmiddellik by die 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 werkgevers in diens was moet die werkgever by wie hy die eerste gedurende daardie week vir minstens 16 uur in diens was, die bedrae ingevolge subklousule (1) betaal en die bedrae ingevolge subklousule (4) aftrek.

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

(b) An adequate reserve of stamps 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 stamps. An application for such refund shall be made on or before the 30th day of June in the year following that in which the stamps were issued.

(8) *Issue of stamps 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 stamp as referred to in subclause (7): Provided that a working employer shall not be entitled to issue stamps to himself in accordance with the provisions of this clause.

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

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

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

(b) Contribution books and stamps issued to an employee for whom wages are prescribed in clause 30 (1) (h) shall not be transferable nor shall they be ceded or pledged. Stamps acquired by any person otherwise than in accordance with this clause or clause 59 (6) (b) may be confiscated by the Council for the benefit of its general funds and/or the Funds referred to in clause 59 and/or clause 60 as may be determined by the Council.

(10) No stamps shall be issued to an employee for whom wages are prescribed in clause 30 (1) (h) except in accordance with this clause or clause 59 (6) (b), and no such employee shall be entitled to credit or payments in respect of such stamps in excess of 50 in respect of any period of 12 months ending on the last pay-day in October.

40. FRINGE BENEFITS AND STAMPS—OTHER EMPLOYEES

(1) Except in respect of an employee who works for an employer for less than 16 hours in any one week and subject to the provisions of subclauses (5) and (6), every employer shall pay each week to the Secretary of the Council in respect of each employee for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive the total sum prescribed in item (g) hereunder: Provided that such sum shall be allocated as follows:

Stamp category (43 hour week)

	1	2	3
	R	R	R
(a) Holiday pay.....	1,63	2,15	2,71
(b) Sick pay.....	1,08	1,42	1,81
(c) Pension scheme contributions	0,86	1,29	1,72
(d) Contributions to Industrial Council expenses.....	0,04	0,04	0,04
(e) Contributions to Building Industries Recruitment and Training Fund.....	0,10	0,10	0,10
(f) Special membership levy.....	0,06	0,06	0,06
(g) Total sum.....	<u>R3,77</u>	<u>R5,06</u>	<u>R6,44</u>

(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 56, 58, 62, 64 and 65.

(3) Subject to the provisions of subclauses (5) and (6), every employer shall, in addition to any remuneration to which an employee for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive may be entitled, pay to such employee the total sum prescribed in item (d) hereunder:

Stamp category (43 hour week)

	1	2	3
	Cents per hour	Cents per hour	Cents per hour
(a) Holiday pay.....	3,8	5,0	6,3
(b) Sick pay.....	2,5	3,3	4,2
(c) Pension scheme contributions	1,5	2,5	3,0
(d) Total sum.....	<u>7,8</u>	<u>10,8</u>	<u>13,5</u>

(7) *Aankoop van seëls.*—(a) Die Sekretaris van die Raad moet ten opsigte van alle bedrae wat ingevolge subklousule (1) aan hom betaal word, seëls uitreik aan die werkgewer wat die bedrae betaal.

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

(8) *Uitreiking van seëls aan werknemers.*—(a) 'n Werkgewer moet vir die bedrae wat hy kragtens subklousule (1) betaal het op elke betaaldag aan elke betrokke werknemer 'n seël soos in subklousule (7) bedoel, uitreik: Met dien verstande dat 'n werkende werkgewer nie daarop geregtig is om seëls ooreenkomstig die bepalings van hierdie klousule aan homself uit te reik nie.

(b) Elke seël moet op 'n leesbare wyse gerojear word met die naam van die werkgewer en die datum van uitreiking.

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

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

(b) Bydraeboeke en seëls uitgereik aan 'n werknemer vir wie lone in klousule 30 (1) (b) voorgeskryf word, is nie oordraagbaar nie en mag ook nie gesedeer of verpand word nie. Seëls wat deur enigeen op 'n ander manier, as ooreenkomstig hierdie klousule of klousule 59 (6) (b) verkry is, kan deur die Raad gekonfiskeer word ten bate van sy algemene fondse en/of die fondse in klousule 59 en/of klousule 60 bedoel, na gelang die Raad mag bepaal.

(10) Geen seëls mag aan 'n werknemer vir wie lone in klousule 30 (1) (h) voorgeskryf word, uitgereik word nie, behalwe ooreenkomstig hierdie klousule of klousule 59 (6) (b), en geen sodanige werknemer is op krediet of betaling ten opsigte van meer as 50 sodanige seëls vir enige tydperk van 12 maande wat op die laaste betaaldag in Oktober eindig, geregtig nie.

40. BYVOORDELE EN SEËLS—ANDER WERKNEMERS

(1) Met uitsondering van 'n werknemer wat minder as 16 uur in 'n bepaalde week vir 'n werkgewer werk en behoudens subklousules (5) en (6), moet elke werkgewer elke week aan die Sekretaris van die Raad die total bedrag in item (g) hieronder voorgeskryf betaal ten opsigte van elke werknemer vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskryf word: Met dien verstande dat sodanige bedrag soos volg toegewys moet word:

Seëlkategorie (week van 43 uur)

	1	2	3
	R	R	R
(a) Vakansiebesoldiging.....	1,63	2,15	2,71
(b) Siektebesoldiging.....	1,08	1,42	1,81
(c) Bydraes tot pensioenskema...	0,86	1,29	1,72
(d) Bydraes tot uitgawes van die Nywerheidsraad.....	0,04	0,04	0,04
(e) Bydraes tot Werwings- en Opleidingsfonds van die Bou-nywerheid.....	0,10	0,10	0,10
(f) Spesiale lidmaatskaphoofing..	0,06	0,06	0,06
(g) Totale som.....	<u>R3,77</u>	<u>R5,06</u>	<u>R6,44</u>

(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 soos in klousules 56, 58, 62, 64 en 65 beskryf.

(3) Behoudens subklousules (5) en (6), moet elke werkgewer, benewens die besoldiging waarop 'n werknemer vir wie daar in klousule 30 (1) (a) tot en met (g) lone voorgeskryf word, geregtig is, aan sodanige werknemer die totale som betaal soos in pos (d) hieronder voorgeskryf:

Seëlkategorie (week van 43 uur)

	1	2	3
	Sent per uur	Sent per uur	Sent per uur
(a) Vakansiebesoldiging.....	3,8	5,0	6,3
(b) Siektebesoldiging.....	2,5	3,3	4,2
(c) Bydrae tot Pensioenskema...	1,5	2,5	3,0
(d) Totale som.....	<u>7,8</u>	<u>10,8</u>	<u>13,5</u>

(4) Subject to the provisions of subclauses (5) and (6), every employer shall deduct weekly from the remuneration due to each employee for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive the amount prescribed in item (e) hereunder:

	Stamp category: (43 hour week)		
	1	2	3
	R	R	R
(a) Holiday pay.....	1,63	2,15	2,71
(b) Sick pay.....	1,08	1,42	1,81
(c) Pension scheme contributions	0,86	1,29	1,72
(d) Contributions to Industrial Council expenses.....	0,02	0,02	0,02
(e) Total sum.....	<u>R3,59</u>	<u>R4,88</u>	<u>R6,26</u>

(5) *Stamp categories.*—For the purposes of subclauses (1), (3) and (4) employees are classified as follows:

(a) *Category 1: Labourers and watchmen.*—Stamps Category 1 shall apply to employees for whom wages are prescribed in clause 30 (1) (a), (b) and (g).

(b) *Category 2: Drivers (up to 3 850 kg) and building assistants, Class II.*—Stamps Category 2 shall apply to employees for whom wages are prescribed in clause 30 (1) (c) (i) to (iii), inclusive and (e).

(c) *Category 3: Drivers (3 850 kg and over), operators of power-driven tower cranes and building assistants, Class I.*—Stamps Category 3 shall apply to employees for whom wages are prescribed in clause 30 (1) (c) (iv), (d) and (f).

(6) (a) Subject to the provisions of clause 32 (1) (c), no payment as referred to in subclause (3) shall be made in respect of hours worked outside the hours prescribed in clause 25 (1) (d).

(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 16 hours for an employer in any one week.

(c) In the event of an employee working for an employer for less than 16 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 16 hours.

(7) *Purchase of stamps.*—The provisions of clause 39 (7) shall *mutatis mutandis* apply to this clause.

(8) *Issue of stamps to employees.*—The provisions of clause 39 (8) shall *mutatis mutandis* apply to this clause.

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

(b) Contribution books and stamps issued to an employee for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive shall not be transferable, nor shall they be ceded or pledged. Stamps acquired by any person otherwise than in accordance with this clause, may be confiscated by the Council for the benefit of the general funds of the Council and/or the Building Employees' Pension Scheme, Durban, as may be determined by the Council.

(10) No stamps shall be issued to an employee for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive except in accordance with this clause, and no such employee shall be entitled to credit or payments in respect of such stamps in excess of 50 in respect of any period of 12 months ending on the last pay day in October.

41. TRAVELLING ALLOWANCE, TRANSPORT AND TRAVELLING TIME

(1) (a) (i) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of 4,8 km from the principal post office of the town in which the head office of the employer is situated, the said employer shall pay to any employee who is working on such a job an allowance of 4c for every 800 m or portion thereof of the distance beyond such radius of 4,8 km.

(ii) The allowance shall be payable for both ways daily: Provided that in the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, the site of such work shall for the duration thereof be deemed to be his head office in relation to any employee engaged in such town.

(4) Behoudens subklousules (5) en (6), moet elke werkgever elke week van die besoldiging wat verskuldig is aan elke werknemer vir wie daar in klousule 30 (1) (a) tot en met (g) lone voorgeskryf word, die bedrag agtrek soos in pos (3) hieronder voorgeskryf:

	Seëlkatgorie (week van 43 uur)		
	1	2	3
	R	R	R
(a) Vakansiebesoldiging.....	1,63	2,15	2,71
(b) Siektebesoldiging.....	1,08	1,42	1,81
(c) Bydraes tot Pensioenskema..	0,86	1,29	1,72
(d) Bydraes tot Uitgawes van die Nywerheidsraad.....	0,02	0,02	0,02
(e) Totale som.....	<u>R3,59</u>	<u>R4,88</u>	<u>R6,26</u>

(5) *Seëlkatgorië.*—Vir die toepassing van subklousules (1), (3) en (4), word werknemers soos volg ingedeel:

(a) *Kategorie 1: Arbeiders en Wagte.*—Seëlkatgorie 1 is van toepassing op werknemers vir wie lone in klousule 30 (1) (a), (b) en (g) voorgeskryf word.

(b) *Kategorie 2: Drywers (tot 3 850 kg) en Bou-assistente, klas II.*—Seëlkatgorie 2 is van toepassing op werknemers vir wie lone in klousule 30 (1) (c) (i) tot en met (iii) en (e) voorgeskryf word.

(c) *Kategorie 3: Drywers (3 850 kg en meer), Bedieners van krag-aangedrewe toringkrane en bou-assistente, klas I.*—Seëlkatgorie 3 is van toepassing op werknemers vir wie lone in klousule 30 (1) (c) (iv), (d) en (f) voorgeskryf word.

(6) (a) Behoudens klousule 32 (i) (c), mag geen bedrag soos in subklousule (3) bedoel, ten opsigte van werk wat buite die ure voorgeskryf in klousule 25 (1) (d) verrig is, afgetrek word nie.

(b) Geen betaling soos in subklousule (1) bedoel of aftrekking soos in subklousule (4) bedoel, mag geskied ten opsigte van 'n werknemer wat in 'n bepaalde week minder as 16 uur vir 'n werkgever gewerk het nie.

(c) Ingeval 'n werknemer minder as 16 uur in 'n bepaalde week vir 'n werkgever gewerk het, moet die bedrae wat ingevolge subklousule (3) verskuldig is, onmiddellik by die 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 werkgevers in diens was, moet die werkgever by wie hy die eerste gedurende daardie week minstens 16 uur in diens was, die bedrae ingevolge subklousule (1) betaal en die bedrae ingevolge subklousule (4) aftrek.

(7) *Aankoop van seëls.*—Klousule 39 (7) is *mutatis mutandis* van toepassing op hierdie klousule.

(8) *Uitreiking van seëls aan werknemers.*—Klousule 39 (8) is *mutatis mutandis* van toepassing op hierdie klousule.

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

(b) Bydraeboeke en seëls, uitgereik aan 'n werknemer vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskryf word, is nie oordraagbaar nie en mag ook nie gesedeer of verpand word nie. Seëls wat deur enige persoon op 'n ander wyse as ooreenkomstig hierdie klousule verkry word, kan deur die Raad gekonfiskeer word ten bate van die algemene fondse van die Raad en/of die Pensioenskema van die Bouwerknemers, Durban, soos deur die Raad bepaal.

(10) Geen seëls moet aan 'n werknemer vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskryf word, uitgereik word nie, behalwe ooreenkomstig hierdie klousule, en geen sodanige werknemer is op krediet of betaling ten opsigte van meer as 50 sodanige seëls vir enige tydperk van 12 maande wat op die laaste betaaldag in Oktober eindig, geregtig nie.

41. REISTOELAE, VERVOER EN REISTYD

(1) (a) (i) Wanneer daar gewerk word op 'n plek geleë binne 'n gebied waarop hierdie Ooreenkoms van toepassing is maar nie binne 'n straal van 4,8 km vanaf die hoofposkantoor van die dorp waarin die hoofkantoor van die werkgever geleë is nie, moet genoemde werkgever aan 'n werknemer wat met so 'n werk besig is, 'n toelae betaal van 4c vir elke 800 m of gedeelte daarvan van die afstand verder as sodanige straal van 4,8 km.

(ii) Die toelae is daaglik vir albei rigtings betaalbaar: Met dien verstande dat, in die geval van 'n werkgever 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 gaag word sy hoofkantoor te wees met betrekking tot enige werknemer wat in sodanige dorp in diens geneem word.

(b) (i) 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 paragraph (a).

(ii) Suitable transport shall be equipped with weather-proof covering to provide employees with adequate protection from inclement weather, planned wooden seating, and facilities for entering and leaving the vehicle, and shall be subject to the approval of the Council.

(iii) Transport by railway shall be at second class fare.

(c) Time spent in travelling shall be outside the hours of work prescribed in clause 25 (1).

(2) Where an employee is sent to work at more than one job on the same day, the time spent in travelling from job to job shall be paid for as time worked at the rates prescribed in clause 30 (1).

42. PAYMENT OF REMUNERATION

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

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

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

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

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

(a) Deductions referred to in clauses 39 (4) (a) and 40 (4);

(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) when 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	Per month
	R	R
(i) Board.....	0,80	3,47
(ii) Lodging.....	0,40	1,73
(iii) Board and lodging.....	1,20	5,20

(e) deductions in respect of subscriptions to the trade unions in terms of clause 39 (4) (b).

43. ADJUSTMENT TO MINIMUM WAGE RATE—CRAFTSMEN

(1) The wages in respect of employees for whom wages are prescribed in clause 30 (1) (h) shall, subject to the provisions of subclause (2), be subject to adjustment—

(a) with effect from 27 November 1975: Provided that such adjustment shall be made by multiplying R1,71 by the Consumer Price Index for August 1975, and by dividing the product thereof by the Consumer Price Index for March 1975;

(b) with effect from 29 April 1976: Provided that such adjustment shall be made by multiplying the hourly wage rate as determined in accordance with the provisions of paragraph (a), by the Consumer Price Index for February 1976, and by dividing the product thereof by the Consumer Price Index for August 1975;

(c) with effect from 28 October 1976: Provided that such adjustment shall be made—

(i) by multiplying the hourly wage rate as determined in accordance with the provisions of paragraph (b), by the Consumer Price Index for July 1976, and by dividing the product thereof by the Consumer Price Index for February 1976; and

(ii) by adding the sum of 5c to the amount calculated in accordance with the provisions of subparagraph (i) hereof;

(b) (i) 'n Werkgewer is daarop geregtig om, in plaas van die reistoeleae wat ingevolge paragraaf (a) betaalbaar mag wees, geskikte vervoer in albei rigtings te verskaf of daarvoor te betaal.

(ii) Geskikte vervoer moet uitgerus wees met 'n weerbestande bedekking om voldoende beskerming teen gure weer aan werknemers te verleen, geskaafde houtbanke en fasiliteite om die voertuig binne te kom en te verlaat, en is onderworpe aan die goedkeuring van die Raad.

(iii) Waar spoorwegvervoer gebruik word, is die reisgeld dié vir die tweede klas.

(c) Reistyd val buite die werkure voorgeskryf in klousule 25 (1).

(2) Waar 'n werknemer op dieselfde dag na meer as een werk 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 30 (1).

42. BETALING VAN BESOLDIGING

(1) Behoudens andersluidende bepalinge in hierdie Ooreenkoms, of tensy skriftelik anders daartoe gemagtig deur die Raad, moet alle besoldiging wat ten opsigte van 'n betaalweek aan 'n werknemer verskuldig is, weekliks in kontant betaal word en wel nie later nie as die gewone sluitingstyd op Vrydag of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind: Met dien verstande dat—

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

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

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

(3) *Boetes en afrekkings.*—'n Werkgewer mag sy werknemer geen boetes ople of enige bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende kan aftrek:

(a) Die bedrae genoem in klousules 39 (4) (a) en 40 (4);

(b) met die skriftelike toestemming van sy werknemer, bedrae vir siektebystands-, versekerings-, spaar-, voorsorgs- 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 bevoegde hof moet of mag maak;

(d) wanneer 'n werknemer daartoe 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	Per maand
	R	R
(i) Kos.....	0,80	3,47
(ii) Inwoning.....	0,40	1,73
(iii) Kos en inwoning.....	1,20	5,20

(e) bedrae ten opsigte van ledegelde van vakverenigings ingevolge klousule 39 (4) (b).

43. AANPASSING VAN MINIMUM LOONSKAAL—AMBAGSMANNE

(1) Die lone van werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word, is, behoudens subklousule (2), onderworpe aan aanpassing—

(a) met ingang van 27 November 1975: Met dien verstande dat sodanige aanpassing gemaak moet word deur R1,71 met die Verbruikersprysindeks vir Augustus 1975 te vermenigvuldig en die produk daarvan deur die Verbruikersprysindeks vir Maart 1975 te deel;

(b) met ingang van 29 April 1976: Met dien verstande dat sodanige aanpassing gemaak moet word deur die loonskaal per uur, soos vasgestel ooreenkomstig paragraaf (a), met die Verbruikersprysindeks vir Februarie 1976 te vermenigvuldig en die produk daarvan deur die Verbruikersprysindeks vir Augustus 1975 te deel;

(c) met ingang van 28 Oktober 1976: Met dien verstande dat sodanige aanpassing gemaak moet word—

(i) deur die loonskaal per uur, soos vasgestel ooreenkomstig paragraaf (b), met die Verbruikersprysindeks vir Julie 1976 te vermenigvuldig en die produk daarvan deur die Verbruikersprysindeks vir Februarie 1976 te deel; en

(ii) deur die som van 5c te tel by die bedrag bereken ooreenkomstig subparagraaf (i) hiervan;

(d) with effect from 28 April 1977: Provided that such adjustment shall be made by multiplying the hourly wage rate as determined in accordance with the provisions of paragraph (c), by the Consumer Price Index for February 1977, and by dividing the product thereof by the Consumer Price Index for July 1976;

(e) with effect from 27 October 1977: Provided that such adjustment shall be made—

(i) by multiplying the hourly wage rate as determined in accordance with the provisions of paragraph (d), by the Consumer Price Index for July 1977, and by dividing the product thereof by the Consumer Price Index for February 1977; and

(ii) by adding the sum of 5c to the amount calculated in accordance with the provisions of subparagraph (i) hereof;

(f) with effect from 27 April 1978: Provided that such adjustment shall be made by multiplying the hourly wage rate as determined in accordance with the provisions of paragraph (e), by the Consumer Price Index for February 1978, and by dividing the product thereof by the Consumer Price Index for July 1977.

(2) Each adjustment prescribed in subclause (1) shall be applied to the nearest cent of the product of such adjustment.

(3) For the purposes of this clause, the expression "Consumer Price Index" means the Consumer Price Index for Durban relating to all items as published by the Secretary for Statistics in the *Government Gazette* in respect of each area, compared with itself for April 1970.

44. ADJUSTMENT TO HOLIDAY PAY RATE—CRAFTSMEN

(1) In respect of employees for whom wages are prescribed in clause 30 (1) (h)—

(a) the hourly holiday pay rate prescribed in clause 39 (3) (a) shall be subject to adjustment, in the manner prescribed in subclause (2)—

(i) with effect from 27 November 1975;

(ii) with effect from 28 October 1976;

(iii) with effect from 27 October 1977;

(b) the payment prescribed in clause 39 (1) (a) and the deduction prescribed in clause 39 (4) (a) (i) shall be subject to adjustment, in the manner prescribed in subclause (3), with effect from the dates prescribed in paragraph (a).

(2) Subject to the proviso that any such adjustment or calculation shall be applied to the nearest cent of the product of such formula or calculation, as the case may be, the adjustments prescribed in subclause (1) (a) shall be made upwards or downwards in accordance with the formula—

$$\text{Hourly holiday pay rate} = \frac{\text{HP (1)} + [\text{HP (2)} - \text{HP (3)}]}{\text{WH}}$$

in which formula—

(a) "HP (1)" represents—

(i) in respect of the adjustment prescribed in subclause (1) (a) (i)—the estimated holiday pay which would be payable to such employee in respect of the 11 month period commencing 27 November 1975 and ending 27 October 1976, and which shall be calculated by multiplying 168 hours by the estimated mean wage rate as at 27 November 1975: Provided that, for the purposes of this subparagraph, the estimated mean wage rate as at 27 November 1975 shall be deemed to be the rate determined by multiplying the minimum wage rate as at 27 November 1975, as determined in accordance with the provisions of clause 43 (1) (a), by the mean wage rate as at 15 May 1975, and by dividing the product thereof by R1,51 representing the minimum wage rate as at 15 May 1975;

(ii) in respect of the adjustment prescribed in subclause (1) (a) (ii)—the estimated holiday pay which would be payable to such employee in respect of the 12 month period commencing 28 October 1976 and ending 26 October 1977, and which shall be calculated by multiplying 168 hours by the estimated mean wage rate as at 28 October 1976: Provided that, for the purposes of this subparagraph, the estimated mean wage rate as at 28 October 1976 shall be deemed to be the rate determined by multiplying the minimum wage rate as at 28 October 1976, as determined in accordance with the provisions of clause 43 (1) (c), by the mean wage rate as at 15 May 1976, and by dividing the product thereof by the minimum wage rate as at 15 May 1976, as determined in accordance with the provisions of clause 43 (1) (b);

(iii) in respect of the adjustment prescribed in subclause (1) (a) (iii)—the estimated holiday pay which would be payable to such employee in respect of the 12 month period commencing 27 October 1977 and ending 25 October 1978, and which shall be calculated by multiplying 168 hours by the estimated mean wage rate as at 27 October 1977: Provided that, for the purposes of this subparagraph, the estimated mean wage rate as at 27 October 1977 shall be deemed to be the rate determined by multiplying the minimum wage rate

(d) met ingang van 28 April 1977: Met dien verstande dat sodanige aanpassing gemaak moet word deur die loonskaal per uur, soos vasgestel ooreenkomstig paragraaf (c), met die Verbruikersprysindeks vir Februarie 1977 te vermenigvuldig en die produk daarvan deur die Verbruikersprysindeks vir Julie 1976 te deel;

(e) met ingang van 27 Oktober 1977: Met dien verstande dat sodanige aanpassing gemaak moet word—

(i) deur die loonskaal per uur, soos vasgestel ooreenkomstig paragraaf (d), met die Verbruikersprysindeks vir Julie 1977 te vermenigvuldig en die produk daarvan deur die Verbruikersprysindeks vir Februarie 1977 te deel; en

(ii) deur die som van 5c te tel by die bedrag bereken ooreenkomstig subparagraaf (i) hiervan; en

(f) met ingang van 27 April 1978: Met dien verstande dat sodanige aanpassing gemaak moet word deur die loonskaal per uur, soos vasgestel ooreenkomstig paragraaf (e), met die Verbruikersprysindeks vir Februarie 1978 te vermenigvuldig en die produk daarvan deur die Verbruikersprysindeks vir Julie 1977 te deel.

(2) Elke aanpassing voorgeskryf in subklousule (1) moet tot die naaste sent van die produk van sodanige aanpassing toegepas word.

(3) Vir die toepassing van hierdie klousule beteken die uitdrukking "Verbruikersprysindeks" die Verbruikersprysindeks vir Durban met betrekking tot alle items soos gepubliseer deur die Sekretaris van Statistiek in die *Staatskoerant* ten opsigte van elke gebied wat vir April 1970 met homself vergelyk is.

44. AANPASSING VAN VAKANSIEBESOLDIGINGSKAAL—AMBAGSMANNE

(1) Ten opsigte van werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word—

(a) is die vakansiebesoldigingskaal per uur, voorgeskryf in klousule 39 (3) (a), onderworpe aan aanpassing op die wyse in subklousule (2) voorgeskryf—

(i) met ingang van 27 November 1975;

(ii) met ingang van 28 Oktober 1976;

(iii) met ingang van 27 Oktober 1977;

(b) is die besoldiging voorgeskryf in klousule 39 (1) (a) en die aftrekking voorgeskryf in klousule 39 (4) (a) (i); met ingang van die datums voorgeskryf in paragraaf (a) onderworpe aan aanpassing op die wyse voorgeskryf in subklousule (3).

(2) Behoudens die voorbehoudsbepaling dat enige dergelike aanpassing of berekening tot die naaste sent van die produk van sodanige formule of berekening, na gelang van die geval, toegepas moet word, moet die aanpassings voorgeskryf in subklousule (1) (a) na bo of na onder gedoen word volgens die formule—

$$\text{Vakansiebesoldigingskaal per uur} = \frac{\text{VB (1)} + [\text{VB (2)} - \text{VB (3)}]}{\text{WU}}$$

in welke formule—

(a) "VB (1)"—

(i) ten opsigte van die aanpassing in subklousule (1) (a) (i) voorgeskryf—die geraamde vakansiebesoldiging verteenwoordig wat aan sodanige werknemer betaalbaar sal wees ten opsigte van die tydperk van 11 maande wat op 27 November 1975 begin en op 27 Oktober 1976 eindig, en wat bereken moet word deur 168 uur met die geraamde gemiddelde loonskaal, soos op 27 November 1975, te vermenigvuldig: Met dien verstande dat, vir die toepassing van hierdie subparagraaf, die geraamde gemiddelde loonskaal, soos op 27 November 1975, beskou moet word as die skaal wat vasgestel is deur die minimum loonskaal, soos op 27 November 1975, en soos vasgestel ooreenkomstig klousule 43 (1) (a), te vermenigvuldig met die gemiddelde loonskaal, soos op 15 Mei 1975 en die produk daarvan te deel deur R1,51 wat die minimum loonskaal, soos op 15 Mei 1975, verteenwoordig;

(ii) ten opsigte van die aanpassing in subklousule (1) (a) (ii) voorgeskryf—die geraamde vakansiebesoldiging verteenwoordig wat aan sodanige werknemer betaalbaar sal wees ten opsigte van die tydperk van 12 maande wat op 28 Oktober 1976 begin en op 26 Oktober 1977 eindig, en wat bereken moet word deur 168 uur met die geraamde gemiddelde loonskaal, soos op 28 Oktober 1976, te vermenigvuldig: Met dien verstande dat, vir die toepassing van hierdie subparagraaf, die geraamde gemiddelde loonskaal, soos op 28 Oktober 1976, beskou moet word as die skaal wat vasgestel is deur die minimum loonskaal, soos op 28 Oktober 1976, en soos vasgestel ooreenkomstig klousule 43 (1) (c), te vermenigvuldig met die gemiddelde loonskaal, soos op 15 Mei 1976 en die produk daarvan te deel deur die minimum loonskaal, soos op 15 Mei 1976 en soos vasgestel ooreenkomstig klousule 43 (1) (b);

(iii) ten opsigte van die aanpassing in subklousule (1) (a) (iii)—die geraamde vakansiebesoldiging verteenwoordig wat aan sodanige werknemer betaalbaar sal wees ten opsigte van die tydperk van 12 maande wat op 27 Oktober 1977 begin en op 25 Oktober 1978 eindig, en wat bereken moet word deur 168 uur met die geraamde gemiddelde loonskaal, soos op 27 Oktober 1977, te vermenigvuldig: Met dien verstande dat, vir die toepassing van hierdie subparagraaf, die geraamde gemiddelde loonskaal, soos op 27 Oktober 1977, beskou moet word as die skaal wat vasgestel is deur die minimum

as at 27 October 1977, as determined in accordance with the provisions of clause 43 (1) (e), by the mean wage rate as at 15 May 1977, and by dividing the product thereof by the minimum wage rate as at 15 May 1977, as determined in accordance with the provisions of clause 43 (1) (d);

(b) "HP (2)" represents—

(i) in respect of the adjustment prescribed in subclause (1) (a) (i)—an amount of R256;

(ii) in respect of the adjustment prescribed in subclause (1) (a) (ii)—the actual holiday pay which would have been payable to such employee in respect of the 11 month period commencing 27 November 1975 and ending 27 October 1976, and which shall be calculated by multiplying 168 hours by the mean wage rate as at 15 May 1976;

(iii) in respect of the adjustment prescribed in subclause (1) (a) (iii)—the actual holiday pay which would have been payable to such employee in respect of the 12 month period commencing 28 October 1976 and ending 26 October 1977, and which shall be calculated by multiplying 168 hours by the mean wage rate as at 15 May 1977;

(c) "HP (3)" represents—

(i) in respect of the adjustment prescribed in subclause (1) (a) (i)—an amount of R241,60;

(ii) in respect of the adjustment prescribed in subclause (1) (a) (ii)—the amount as calculated in accordance with the provisions of paragraph (a) (i) hereof;

(iii) in respect of the adjustment prescribed in subclause (1) (a) (iii)—the amount as calculated in accordance with the provisions of paragraph (a) (ii) hereof;

(d) "WH" represents 1 912, being the number of working hours during the periods prescribed in paragraphs (a) (i), (ii) and (iii), calculated as follows:

52 weeks × 5 days per week.....	260
Less: Prescribed public holidays.....	6
Less: Prescribed holiday period.....	15
Number of working days.....	239

239 working days × 8 hours per day = 1 912 working hours:

Provided that, for the purposes of this definition, the period prescribed in paragraph (a) (i), shall be deemed to be a 12-month period;

(e) for the purposes of this subclause, the expression:

(i) "168 hours" represents the number of hours prescribed as annual and public holidays in clause 25, calculated as follows:

(aa) *Public Holidays (Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day and Kruger Day)*—6 days × 8 hours per day = 48 hours;

(bb) *Day of the Covenant and holiday period*—15 days = 8 hours per day × 120 hours;

(ii) "mean wage rate" means one-fifth, applied to the nearest cent of the product, of the aggregate of the average actual wage rates per hour in Durban of a carpenter/joiner, a bricklayer, a plasterer, a painter and a plumber, as published by the Department of Statistics in publication reference number P.18 entitled "*Labour Statistics: Wage Rates, Building Industry*".

(3) The adjustments prescribed in subclause (1) (b) shall be made by multiplying 40 hours by—

(a) in respect of the adjustment with effect from 27 November 1975—the hourly holiday pay rate as determined in accordance with the provisions of subclause (2) (a) (i);

(b) in respect of the adjustment with effect from 28 October 1976—the hourly holiday pay rate as determined in accordance with the provisions of subclause (2) (a) (ii);

(c) in respect of the adjustment with effect from 27 October 1977—the hourly holiday pay rate as determined in accordance with the provisions of subclause (2) (a) (iii).

45. ADJUSTMENT TO PENSION SCHEME CONTRIBUTIONS—CRAFTSMEN

(1) In respect of employees for whom wages are prescribed in clause 39 (1) (h)—

(a) the hourly pension scheme contribution rate prescribed in clause 39 (3) (c) shall be subject to adjustment, in the manner prescribed in subclause (2)—

- (i) with effect from 27 November 1975;
- (ii) with effect from 28 October 1976;
- (iii) with effect from 27 October 1977;

(b) the payment prescribed in clause 39 (1) (c) and the deduction prescribed in clause 39 (4) (a) (iii) shall be subject to adjustment, in the manner prescribed in subclause (3), with effect from the dates prescribed in paragraph (a).

loonskaal, soos op 27 Oktober 1977, en soos vasgestel ooreenkomstig klousule 43 (1) (e) te vermenigvuldig met die gemiddelde loonskaal, soos op 15 Mei 1977, en die produk daarvan te deel deur die minimum loonskaal, soos op 15 Mei 1977, en soos vasgestel ooreenkomstig klousule 43 (1) (d);

(b) "VB (2)"—

(i) ten opsigte van die aanpassing in subklousule (1) (a) (i) voorgeskryf—'n bedrag van R256 verteenwoordig;

(ii) ten opsigte van die aanpassing in subklousule (1) (a) (ii) voorgeskryf—die werklike vakansiebesoldiging verteenwoordig wat aan sodanige werknemer betaalbaar sou wees ten opsigte van die tydperk van 11 maande wat op 27 November 1975 begin en op 27 Oktober 1976 eindig, en wat bereken moet word deur 168 uur met die gemiddelde loonskaal, soos op 15 Mei 1976, te vermenigvuldig;

(iii) ten opsigte van die aanpassing voorgeskryf in subklousule (1) (a) (iii)—die werklike vakansiebesoldiging verteenwoordig wat aan sodanige werknemer betaalbaar sou wees ten opsigte van die tydperk van 12 maande wat op 28 Oktober 1976 begin en op 26 Oktober 1977 eindig, en wat bereken moet word deur 168 uur met die gemiddelde loonskaal, soos op 15 Mei 1977, te vermenigvuldig;

(c) "VB (3)"—

(i) ten opsigte van die aanpassing in subklousule (1) (a) (i) voorgeskryf—'n bedrag van R241,60 verteenwoordig;

(ii) ten opsigte van die aanpassing in subklousule (1) (a) (ii) voorgeskryf—die bedrag verteenwoordig soos bereken ooreenkomstig paragraaf (a) (i) hiervan;

(iii) ten opsigte van die aanpassing in subklousule (1) (a) (iii) voorgeskryf—die bedrag verteenwoordig soos bereken ooreenkomstig paragraaf (a) (ii) hiervan;

(d) "WU" 1 912 verteenwoordig, wat die getal werkure is gedurende die tydperk voorgeskryf in paragrafe (a) (i), (ii) en (iii) en wat soos volg bereken word:

52 weke × 5 dae per week.....	260
Min: Voorgeskrewe openbare vakansiedae.....	6
Min: Voorgeskrewe vakansietydperk.....	15
Getal werkdae.....	239

239 werkdae × 8 uur per dag = 1 912 werkure:

Met dien verstande dat, vir die toepassing van hierdie omskrywing, die tydperk voorgeskryf in paragraaf (a) (i) as 'n tydperk van 12 maande beskou moet word.

(e) Vir die toepassing van hierdie subklousule, die uitdrukking—

(i) "168 uur" die getal ure verteenwoordig wat as jaarlikse verlof en openbare vakansiedae in klousule 25 voorgeskryf word en soos volg bereken word:

(aa) *Openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag)*—6 dae × 8 uur per dag = 48 uur;

(bb) *Geloftedag en vakansietydperk*—15 dae = 8 uur per dag × 120 uur;

(ii) "gemiddelde loonskaal" beteken een vyfde, toegepas tot die naaste sent van die produk, van die totaal van 'n timmerman/skrynerwerker, messelaar, pleisteraar, skilder en 'n loodgieter se gemiddelde werklike loonskale per uur in Durban, soos gepubliseer deur die Departement van Statistiek in die publikasie "*Arbeidstatistieke—Loontariewe, Bounywerheid*"—verwysingsnommer P18.

(3) Die aanpassings voorgeskryf in subklousule (1) (b) word gemaak deur 40 uur—

(a) ten opsigte van die aanpassing met ingang van 27 November 1975—te vermenigvuldig met die vakansiebesoldigingskaal per uur, soos vasgestel ooreenkomstig subklousule (2) (a) (i);

(b) ten opsigte van die aanpassing met ingang van 28 Oktober 1976—te vermenigvuldig met die vakansiebesoldigingskaal per uur, soos vasgestel ooreenkomstig subklousule (2) (a) (ii);

(c) ten opsigte van die aanpassing met ingang van 27 Oktober 1977—te vermenigvuldig met die vakansiebesoldigingskaal per uur, soos vasgestel ooreenkomstig subklousule (2) (a) (iii).

45. AANPASSING VAN BYDRAES TOT PENSIOENSKEMA—AMBAGSMANNE

(1) Ten opsigte van werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word—

(a) is die bydraes per uur tot die pensioenskema, voorgeskryf in klousule 39 (3) (c), onderworpe aan aanpassing, op die wyse in subklousule (2) voorgeskryf—

- (i) met ingang van 27 November 1975;
- (ii) met ingang van 28 Oktober 1976;
- (iii) met ingang van 27 Oktober 1977;

(b) is die betaling voorgeskryf in klousule 39 (1) (c) en die aftrekking voorgeskryf in klousule 39 (4) (a) (iii), met ingang van die datums voorgeskryf in paragraaf (a), onderworpe aan aanpassing op die wyse voorgeskryf in subklousule (3).

(2) Subject to the proviso that any such adjustment or calculation shall be applied to the nearest one-quarter cent of the product of such calculation, the adjustments prescribed in subclause (1) (a) shall be made upwards or downwards as follows:

- (a) *In respect of the adjustment prescribed in subclause (1) (a) (i)—*
 - (i) by multiplying the hourly wage rate as determined in accordance with the provisions of clause 43 (1) (a) by 0,125; and
 - (ii) by deducting the sum of 2c from the amount calculated in accordance with the provisions of subparagraph (i) hereof;
 - (b) *in respect of the adjustment prescribed in subclause (1) (a) (ii)—*
 - (i) by multiplying the hourly wage rate as determined in accordance with the provisions of clause 43 (1) (c) by 0,125; and
 - (ii) by deducting the sum of 2c from the amount calculated in accordance with the provisions of subparagraph (i) hereof;
 - (c) *in respect of the adjustment prescribed in subclause (1) (a) (iii)—*
 - (i) by multiplying the hourly wage rate as determined in accordance with the provisions of clause 43 (1) (e) by 0,125; and
 - (ii) by deducting the sum of 2c from the amount calculated in accordance with the provisions of subparagraph (i) hereof.
- (3) The adjustments prescribed in subclause (1) (b) shall be made by multiplying 40 hours by—
- (a) *in respect of the adjustment with effect from 27 November 1975—* the hourly rate as determined in accordance with the provisions of subclause (2) (a) (i);
 - (b) *in respect of the adjustment with effect from 28 October 1976—* the hourly rate as determined in accordance with the provisions of subclause (2) (b) (i);
 - (c) *in respect of the adjustment with effect from 27 October 1977—* the hourly rate as determined in accordance with the provisions of subclause (2) (c) (i).

VII. SITE ARRANGEMENTS AND AMENITIES

46. REFRESHMENTS

(1) In respect of apprentices, trainees and employees for whom wages are prescribed in clause 30 (1) (h) and (i), every employer shall provide on all contract sites and working premises, a person for the preparation of tea in the morning, at noon and in the afternoon.

(2) Every apprentice, trainee and employee for whom wages are prescribed in clause 30 (1), shall be entitled to a tea interval not exceeding 10 minutes in duration in the morning and in the afternoon.

(3) An employee shall not leave the position where he is working for the purpose of partaking of tea in the morning or the afternoon.

47. ACCOMMODATION FOR MEALS

Except in the case of jobbing work, an employer shall, wherever possible, provide suitable accommodation—separate from storerooms for materials—for employees to partake of meals whilst on the job.

48. WET WEATHER SHELTER

At any site where building operations are being carried on an employer shall provide suitable accommodation in which employees may take shelter during wet weather.

49. SANITARY ACCOMMODATION

(1) An employer shall provide on each job, for Whites and non-Whites employed by him thereon, separate, proper and adequate sanitary accommodation, which he shall maintain in a clean state at all times.

(2) For the purposes of this clause, the term "sanitary accommodation" means a water-closet or a privy constructed of concrete, brick, wood, wood and iron, or other durable materials, with either three or a circular wall, a roof and a properly hinged door capable of being secured from the inside. The whole shall be constructed so as to provide a weather-proof shelter, with a proper seat, and with a floor area of not less than 840 mm square and a height of not less than 1,8 m.

(3) Where a sewerage point exists on a job, water closets shall be connected thereto before the job is started.

(4) Sanitary accommodation shall in all instances, conform to the legislation of the local authority in whose area the job is situated.

50. LOCK-UPS, AND STORAGE 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 30 (1) (h) and (i);

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

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

(2) Behoudens die voorbehoudsbepaling dat enige dergelijke aanpassing of berekening tot die naaste ¼ van die produk van sodanige berekening, toegepas moet word, moet die aanpassings voorgeskryf in subklousule (1) (a) na bo of na onder soos volg gedoen word:

(a) *Ten opsigte van die aanpassing in subklousule (1) (a) (i) voorgeskryf—*

(i) deur die loonskaal per uur, soos vasgestel ooreenkomstig klousule 43 (1) (a), met 0,125 te vermenigvuldig; en

(ii) deur die bedrag van 2c af te trek van die bedrag bereken ooreenkomstig subparagraaf (i) hiervan;

(b) *ten opsigte van die aanpassing in subklousule (1) (a) (ii) voorgeskryf—*

(i) deur die loonskaal per uur, soos vasgestel ooreenkomstig klousule 43 (1) (c), met 0,125 te vermenigvuldig; en

(ii) deur die bedrag van 2c af te trek van die bedrag bereken ooreenkomstig subparagraaf (i) hiervan;

(c) *ten opsigte van die aanpassing in subklousule (1) (a) (iii) voorgeskryf—*

(i) deur die loon per uur, soos vasgestel ooreenkomstig klousule 43 (1) (e), met 0,125 te vermenigvuldig; en

(ii) deur die bedrag van 2c af te trek van die bedrag bereken ooreenkomstig subparagraaf (i) hiervan.

(3) Die aanpassings voorgeskryf in subklousule (1) (b) word gemaak deur 40 uur—

(a) *ten opsigte van die aanpassing met ingang van 27 November 1975—* te vermenigvuldig met die uurloon soos vasgestel ooreenkomstig subklousule (2) (a) (i);

(b) *ten opsigte van die aanpassing met ingang van 28 Oktober 1976—* te vermenigvuldig met die uurloon soos vasgestel ooreenkomstig subklousule (2) (b) (i);

(c) *ten opsigte van die aanpassing met ingang van 27 Oktober 1977—* te vermenigvuldig met die uurloon soos vasgestel ooreenkomstig subklousule (2) (c) (i).

VII. TERREINREËLINGS EN -GERIEWE

46. VERVERSINGS

(1) Vir vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 30 (1) (h) en (i) voorgeskryf word, moet elke werkgever op alle kontrakterreine en werkpersele 'n persoon verskaf wat in die voormiddag, om 12h00 en in die namiddag tee moet maak.

(2) Elke vakleerling, kwekeling en werknemer vir wie lone in klousule 30 (1) voorgeskryf word, is geregtig op 'n teepouse van uiters 10 minute in die voormiddag en in die namiddag.

(3) 'n Werknemer mag nie die posisie waar hy werk, verlaat met die doel om in die voormiddag of die namiddag tee te drink nie.

47. AKKOMMODASIE VIR MAALTYE

Behalwe in die geval van stukwerk, moet 'n werkgever, waar moontlik, geskikte akkommodasie—weg van pakkamers vir materiaal af—verskaf waar die werknemers hul maaltye kan nuttig solank hulle by die werk is.

48. SKUILING TEEN NAT WEER

'n Werkgever moet op alle terreine waar bouwerk aan die gang is, 'n geskikte onderdak verskaf waar werknemers skuiling kan vind wanneer dit reën.

49. SANITÊRE GERIEWE

(1) Op elke werkplek moet 'n werkgever vir Blankes en Nie-Blankes wat daarop in sy diens is, afsonderlik, behoorlike en voldoende sanitêre geriewe verskaf en dit te alle tye in 'n skoon toestand hou.

(2) Vir die toepassing van hierdie klousule beteken die uitdrukking "sanitêre geriewe" 'n spoelkloset of 'n latrine wat van beton, stene, hout en sink of 'n ander duursame materiaal gemaak is, met of drie mure of 'n ronde muur, 'n dak en 'n behoorlike skarnierdeur wat van die binnekant af gegrendel kan word. Die hele latrine moet so gebou wees dat dit 'n skuiling is wat teen die weer bestand is, en dit moet 'n behoorlike sitplek en 'n vloerruimte van minstens 840 mm in die vierkant hê en moet minstens 1,8 m hoog wees.

(3) Waar daar 'n rioolaansluitpunt by die werkplek bestaan, moet spoelklosette daarby aangesluit word voordat daar met die werk begin word.

(4) Sanitêre geriewe moet in alle opsigte voldoen aan die bepalings van die plaaslike owerheid in wie se gebied die werk gedoen word.

50. TOESLUITPLEKKE EN BEWARING 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 die werknemers vir wie lone in klousule 30 (1) (h) en (i) voorgeskryf word, toegesluit kan word;

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

(c) is aanspreeklik vir die verlies of beskadiging van die gereedskap van 'n werknemer weens brand in skure, toesluitplekke en werkinkels, en die werkgever moet sodanige gereedskap verseker teen sodanige verlies of beskadiging: Met dien verstande dat die totale aanspreeklikheid van 'n werkgever nie meer as R150 ten opsigte van die gereedskap van 'n bepaalde werknemer mag beloop nie.

(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.

51. PROVISION OF TOOLS

(1) 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.

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

(a) *Asphalters*.—Rollers, brushes and straightedges.

(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.

(c) *Carpenters*.—All cramps, handscrews, glue-brushes, wrenches, crowbars, augers and bits over 300 mm long, and all hammers 1,5 kg and over, and all saws and/or tools used for cutting corrugated asbestos or other material of similar hardness.

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

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

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

(f) *Plasterers*.—Mortar boards and stands of suitable height, rollers, straightedges 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 230 mm in length;

(viii) soldering irons and blowlamps;

(ix) files and hacksaw blades;

(x) mandrills over 50 mm in diameter;

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

(xii) sheetmetal workers' mallets and heavy dressers;

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

(xiv) wrenches and tongs over 455 mm in length.

VIII. SAFETY MEASURES

52. FIRST-AID EQUIPMENT

(1) Employers conducting operations in a factory, or on a building or on excavation work, where five or more persons are working, shall provide and maintain in good condition a satisfactorily equipped first-aid box.

(2) In all factories, on premises where machinery is used, on building or excavation work 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

(2) As 'n wergewer—

(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 wergewer aanspreeklik vir die verlies van sodanige gereedskap indien 'n wernemer dit as gevolg van sodanige optrede of versuim verloor.

(3) Subklousule (2) in verband met die verlies van gereedskap—uitgesonderd verlies of beskadiging weens brand—is nie ten opsigte van '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) die plasing, deur 'n werknemer, in toesluitplekke, van gereedskap wat gewoonlik nie in kiste bewaar word nie vanweë hul lengte, vorm, grootte of ander soortgelyke eienskappe, geag word in ooreenstemming te wees met die vereistes van hierdie klousule; en

(b) ingeval die gereedskap bedoel in paragraaf (a) hierbo, verlore raak weens diefstal, 'n werknemer nie vanweë die feit dat hy nie sodanige gereedskap in 'n kis geplaas en toegesluit het nie, sy regte en voorregte kragtens subklousule (2) ontseë 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 finaal in alle opsigte en veral ten opsigte van die bedrag wat 'n wergewer aan 'n werknemer as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is.

51. VERSKAFFING VAN GEREEDSKAP

(1) 'n Wergewer 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.

(2) 'n Wergewer moet die volgende verskaf in die geval van:

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

(b) *Messelaars*.—(i) Alle snygereedskap wat gebruik word vir die sny van silikastene of enige soort steen wat net so hard is; (ii) snygereedskap wat gebruik word vir gewapende beton; (iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmaak van gereedskap.

(c) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore wat meer as 300 mm lank is en alle hamers wat 1,5kg en meer weeg 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 klipkappers*.—(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, met uitsondering van 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 werk gebruik word;

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

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

(iv) pypsnijgereedskap en -skroewe;

(v) spesiale en swaar kalfaatysters en vuurkonkas;

(vi) metaalpotte en groot gietlepe;

(vii) beitels, ponse en muurpenne wat langer is as 230 mm;

(viii) soldeerboutte en blaaslampe;

(ix) vyle en ystersaaglemme;

(x) drewels wat meer as 50 mm in deursnee is;

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

(xii) plaatmetaalwerkershamers en swaar klophamers;

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

(xiv) moersleutels en tange wat langer is as 455 mm.

VIII. VEILIGHEIDSMATREËLS

52. EERSTEHULPUITRUSTING

(1) Wergewers wat werksaamhede bestuur in 'n fabriek, of op 'n gebou, of by uitgrawingswerk waar vyf of meer persone werk, moet 'n eerstephulpkissie wat op 'n bevredigende wyse uitgerus is, verskaf en in 'n goeie toestand hou.

(2) In alle fabriek, op persele waar masjinerie gebruik word, op bou- of uitgrawingswerk waar meer as 100 persone werksaam is, moet 'n bykomende kissie vir elke bykomende 100 persone verskaf word. Die getal eerstephulpkissies moet bereken word volgens die grootste getal persone wat op 'n bepaalde tyd in diens is en 'n breuk van 100 moet as 100 bereken word.

reckoned as 100. Where the persons are employed in shifts, the calculation of the number employed shall be according to the largest number at work at any one time. Where more than 100 persons are employed, a suitable first-aid room containing a table and a suitable couch for use by a person requiring first-aid shall be provided. Equipment similar to that contained in a first-aid box shall be kept in a first-aid room.

(3) Each first-aid box shall contain suitable appliances and requisites in accordance with the nature of the activities carried on.

(4) Nothin except appliances and requisites for first-aid shall be kept in a 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) Except where less than 10 persons are working, each first-aid box shall be placed in the charge of a responsible person who shall be readily available during working hours and who shall hold a certificate of competency in first-aid issued by any of the following organisations:

- (a) The S.A. Red Cross Society;
- (b) The St John Ambulance Association;
- (c) Die S.A. Noodhulpliga.

A notice shall be affixed in a prominent and accessible place in each workroom indicating where a first-aid box is placed and the name of the person in charge of such box.

(7) Every employer shall take all steps required to ensure—

(a) that he is notified immediately of any accident occurring on his premises or in respect of any machinery belonging to him or under his supervision, or on premises where he is performing building or excavation work; and

(b) that injured persons shall at all times receive prompt first-aid treatment and such further medical attention as may be necessary.

53. CONCRETE AND STONE WORK

(1) *Concrete work.*—An employer shall employ an employee at a rate of not less than the wages prescribed in clause 30 (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) *Stone work.*—(a) An employer shall not employ any person other than a mason as an operator of a stone turning or 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 reasonable safe distance from the working face of the quarry.

(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-regulation instrument applicable to the Industry in such area, than the rate laid down in any statutory wage-regulating instrument operating nearest to such area.

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

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

Waar die persone in skofte werk, moet die berekening geskied volgens die grootste getal werksaam op 'n bepaalde tydstop. Waar meer as 100 persone in diens is, moet 'n geskikte eerste-hulpkamer verskaf word wat 'n tafel en geskikte rusbank bevat vir 'n persoon wat eerste-hulp nodig het. Uitrusting soortgelyk aan dié in 'n eerste-hulpkissie moet in 'n eerste-hulpkamer gehou word.

(3) Elke eerste-hulpkissie moet toestelle en benodigdhede bevat wat geskik is volgens die aard van die werksaamhede wat verrig word.

(4) Niks anders as toestelle en benodigdhede vir eerste-hulp mag in die eerste-hulpkissie gehou word nie.

(5) Elke eerste-hulpkissie moet gehou word op 'n plek wat, in geval van 'n ongeluk, geredelik toeganklik is, en daar moet minstens een sodanige kissie op elke verdieping van 'n gebou wees indien die Raad dit vereis.

(6) Behalwe waar daar minder as 10 persone werk, moet elke eerste-hulpkissie onder die toesig van 'n verantwoordelike persoon geplaas word wat gedurende werkure geredelik beskikbaar is en wat die houer is van 'n bevoegdheidsertifikaat in eerste-hulp wat deur een van die volgende organisasies uitgereik word:

- (a) Die S.A. Rooikruisvereniging;
- (b) Die St John Ambulance Association;
- (c) Die S.A. Noodhulpliga.

In elke werkkamer moet daar op 'n opvallende en toeganklike plek 'n kennisgewing aangebring word wat meld maak van 'n eerste-hulpkissie geplaas is en wat die naam is van die persoon wat vir sodanige kissie verantwoordelik is.

(7) Elke werkgever moet al die nodige stappe doen om te verseker—

(a) dat hy dadelik verwittig word van enige ongeluk wat plaasvind op sy perseel of ten opsigte van enige masjinerie wat aan hom behoort of onder sy toesig is, of op persele waar hy bou- of uitgrawingswerk verrig; en

(b) dat beseerde te alle tye stiptelik eerste-hulpbehandeling en sodanige verdere mediese aandag as wat nodig is, verkry.

53. BETON- EN KLIPWERK

(1) *Betonwerk.*—'n Werkgever moet 'n werknemer teen minstens die loon voorgeskryf in klousule 30 (1) (h), in diens neem wat voortdurend in diens moet wees terwyl beton in vorms gegooi word, en dit moet die enigste plig van hierdie werknemer wees om toesig te hou oor ander persone wat hierdie soort werk doen.

(2) *Klipwerk.*—(a) 'n Werkgever mag niemand anders as 'n klipmessaar in diens neem as 'n bediner van 'n klipdraai- of 'n skaafmasjien of 'n diamant- of karborundumsaag nie.

(b) 'n Werkgever mag niemand anders as 'n gekwalifiseerde klipmessaar in diens neem vir werk wat gewoonlik deur klipmesselaars verrig word nie.

(c) 'n Werkgever moet 'n klipmessaar 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 Werkgever mag nie toelaat dat die werkbanke van klipmessaars 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 werkgever se werf of op die werkplek bewerk word maar mag by die klipgroef kleiner gemaak word deur alleenlik 'n splinterhamer te gebruik. Wanneer 'n werkgever se werf by die klipgroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef af wees.

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

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

- (i) in die skuur waar manne besig is om klip te kap; of
- (ii) binne 27,5 m van 'n klipmessaar af wat besig is om klip te kap;

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

(h) 'n Werkgever mag nie klip van enige tipe wat vervaardig, afgewerk of gedeeltelik afgewerk 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 loonreëlingsmaatregel wat op die Nywerheid van toepassing is in daardie gebied of, as daar nie so 'n maatregel in sodanige gebied bestaan nie, wat laer is as die lone wat voorgeskryf word in 'n statutêre loonreëlingsmaatregel wat van toepassing is in 'n gebied wat die naaste aan sodanige gebied is, gebruik nie.

(i) (i) Alle klipwerk van enige tipe wat vervaardig, afgewerk of gedeeltelik afgewerk 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 mag bepaal.

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

54. SCAFFOLDING AND PLANT

Employers and employees shall observe the rules and the provisions set out in the Appendix to this Agreement: 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 the Appendix or contain provisions not appearing in the Appendix, the provisions of the said regulations shall apply.

IX. FUNDS AND CONTROL THEREOF

55. ADMINISTRATION AND CONTROL OF FUNDS

In respect of the financial control and/or dissolution or winding up of the funds referred to in clauses 57, 58, 59 and 60, the following conditions shall *mutatis mutandis* apply in respect of each fund:

(1) All moneys accruing to such funds shall be deposited in a banking account opened in the name of the relevant fund and all moneys received shall be deposited therein within three days of the date of receipt.

(2) (a) Any amounts held by the Council to the credit of a fund may be invested from time to time in—

(i) Stock of the Government of the Republic of South Africa or Local Government Stock;

(ii) National Savings Certificates;

(iii) Post Office Savings Accounts or Certificates;

(iv) savings accounts, permanent shares or fixed deposits in building societies or banks;

(v) bills, bonds or securities issued or guaranteed by or deposits with any local authority in the Republic of South Africa authorised by law to levy rates upon immovable property;

(vi) bills, bonds or securities issued or guaranteed by the Rand Water Board, the South African Iron and Steel Industrial Corporation Limited or the Electricity Supply Commission;

(vii) deposits with, or debentures quoted on a stock exchange in the Republic of South Africa, issued by the Land and Agricultural Bank of South Africa;

(viii) South African Reserve Bank Stock; or

(ix) any other manner approved by the Registrar.

(b) If at any time the amount to the credit of the Benefit Fund or Medical Aid Fund drops below R20 000, payment of benefits shall cease and shall not be resumed until the amount to the credit of the Benefit Fund or Medical Aid Fund exceeds R40 000. Upon payment of benefits being resumed, claims shall be met in the order in which they were received.

(3) Any interest accruing from investments shall be the sole property of the relevant fund, and no employer or employee shall have any claim in respect of such interest, nor shall they be responsible for any contribution towards the expenses of administering the funds.

(4) The Council shall cause full and true accounts of each of the funds to be kept and shall cause to be prepared an annual account for the period ending 31 December of each year of all the revenue and expenditure of the funds and a statement showing their 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 countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Industrial Registrar 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 funds.

(5) (a) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Holiday Fund and the Holiday and Sick Pay Fund shall continue to be administered by the Council until they are either liquidated, in the manner set forth in subclause (7) (a) of this clause, or transferred by the Council to any other funds constituted for the same purpose as that for which the original funds were created.

(b) In the event of the expiry of this Agreement or any extension thereof and a subsequent agreement for the continuation of the Benefit Fund and Medical Aid Fund not being negotiated within a period of 12 months from the date of such expiry or the funds not being transferred by the Council within such period to any other funds constituted for the same purpose as that for which the original funds were created, the funds shall be liquidated, in the manner set forth in subclause (7) (b) of this clause, by the management committee in office at the time. The funds shall during the said period of 12 months or until such time as they are transferred to any other fund referred to above, be administered by the management committee in office at the time.

(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 and employees in the Industry on the basis of equal representation on both sides to administer the

54. STEIERWERK EN INSTALLASIES

Werkgewers en werknemers moet die reëls en die bepalinge wat in die Aanhangsel van hierdie Ooreenkoms uiteengesit is, nakom: Met dien verstande dat in die mate waartoe die regulasies ten opsigte van Bou-, Sloping- en Uitgrawingswerk, gepubliseer kragtens die Wet op Fabriek, Masjienerie en Bouwerk, 1941, bepalinge bevat wat strydig is met die Aanhangsel, of bepalinge bevat wat nie in die Aanhangsel voorkom nie, die bepalinge van genoemde regulasies van toepassing moet wees.

IX. FONDSE EN DIE BEHEER DAAROP

55. ADMINISTRASIE VAN EN BEHEER OOR FONDSE

Wat die finansiële beheer oor en/of die ontbinding of likwidasië van die fondse betref soos in klousules 57, 58, 59 en 60 bedoel, is onderstaande voorwaardes *mutatis mutandis* op elke fonds van toepassing:

(1) Alle geld wat sodanige fondse toeval, moet gedeponeer word in 'n bankrekening wat op naam van die betrokke fonds geopen is, en alle geld wat ontvang word, moet binne drie dae vanaf die datum van ontvangs daarin gedeponeer word.

(2) (a) Bedrae waarmee 'n fonds gekrediteer is en wat in die besit van die Raad is, kan van tyd tot tyd belê word—

(i) in effekte van die Regering van die Republiek van Suid-Afrika of effekte van plaaslike besture;

(ii) in Nasionale Spaarsertifikate;

(iii) in Pospaarbankrekeninge of -sertifikate;

(iv) in spaarrekeninge, permanente aandele of vaste deposito's in bouverenigings of banke;

(v) wissels, obligasies of effekte uitgereik of gewaarborg deur, of deposito's by enige plaaslike owerheid in die Republiek van Suid-Afrika wat die wettige bevoegdheid besit om belastinge op vaste eiendom te hef;

(vi) wissels, obligasies of effekte uitgereik of gewaarborg deur die Randwateraad, die Suid-Afrikaanse Yster en Staal Industriële Korporasie Beperk, of die Elektriesiteitsvoorsieningskommissie;

(vii) deposito's by, of obligasies op 'n aandeelmark in die Republiek van Suid-Afrika genoteer, uitgereik deur die Land- en Landboubank van Suid-Afrika;

(viii) Suid-Afrikaanse Reserwebankaandele; of

(ix) op enige ander manier wat die Registrateur goedkeur.

(b) Indien die bedrag in die krediet van die Bystandfonds of die Mediese Hulpfonds te eniger tyd tot minder as R20 000 daal, moet die betaling van voordele gestaak word en mag dit nie hervat word nie totdat die bedrag in die krediet van die Bystandfonds of die Mediese Hulpfonds meer as R40 000 beloop. Wanneer die betaling van voordele hervat word, moet eise bevredig word in die volgorde waarin hulle ontvang is.

(3) Alle rente wat uit beleggings verkry word, is uitsluitlik die eiendom van die betrokke fonds, en 'n werkgever of werknemer het geen aanspraak op sodanige rente nie en is ook nie aanspreeklik vir enige bydrae tot die administrasiekoste van die fondse nie.

(4) Die Raad moet volledige en juiste rekeninge van elkeen van die fondse laat hou en moet 'n jaarrekening van al die inkomste en uitgawes van die fondse en 'n staat wat die bates en laste daarvan toon, vir die tydperk wat op 31 Desember elke jaar eindig, laat opstel. Elke sodanige rekening moet deur die ouditeurs van die Raad, wat openbare rekenmeesters moet wees, gesertifiseer word, moet deur die Voorsitter van die Raad medeonderteken word en moet binne drie maande na verstryking van die tydperk waarop dit betrekking het, saam met enige verslag wat genoemde ouditeurs daarvoor gelewer het, aan die Nywerheidsregistrateur gestuur word. 'n Kopie van die jaarrekeninge en balansstaat moet beskikbaar wees vir insae deur die lede van die fondse.

(5) (a) Ingeval hierdie Ooreenkoms weens verloop van tyd verstryk of om 'n ander rede gestaak word, moet die Raad aanhou om die Vakansiefonds en die Vakansie- en Siekebesoldigingsfonds te administreer totdat hulle of gelikwider is soos in subklousule (7) (a) van hierdie klousule voorgeskryf of deur die Raad oorgedra word na ander fondse wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fondse gestig is.

(b) Ingeval hierdie Ooreenkoms of 'n verlenging daarvan verstryk en 'n daaropvolgende ooreenkoms vir die voortsetting van die Voorsorgsfonds en die Mediese Hulpfonds nie binne 'n tydperk van 12 maande vanaf die datum van sodanige verstryking aangegaan word nie of die fondse nie binne sodanige tydperk deur die Raad na ander fondse wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fondse gestig is, oorgedra word nie, moet die fondse deur die Bestuurskomitee wat asdan bestaan, gelikwider word soos in subklousule (7) (b) van hierdie klousule voorgeskryf. Die fondse moet gedurende genoemde tydperk van 12 maande of totdat dit oorgedra word na 'n ander fonds soos hierbo bedoel, geadminestreer word deur die Bestuurskomitee wat asdan bestaan.

(6) Ingeval die Raad ontbind word of ophou om 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 aanstel op grondslag van gelyke verteenwoordiging van

Holiday Fund and the Holiday and Sick Pay Fund while the Benefit Fund and Medical Aid Fund shall continue to be administered by the management committee in office at the time. 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 Funds 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 trustee or trustees shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence, the funds shall be liquidated upon the expiry of this Agreement 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) of this clause, and if upon the expiry of the Agreement the affairs of the Council have already been wound up and its assets distributed, the balance of the funds 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) (a) Upon liquidation of the Holiday Fund and the Holiday and Sick Pay Fund in terms of subclauses (5) (a) and (6) of this clause, the moneys remaining to the credit of the Funds after the payment of all claims against the Funds, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(b) Upon liquidation of the Benefit Fund and Medical Aid Fund in terms of subclauses (5) (b) and (6) of this clause, the provisions of clause 12 (ii), (iii) and (iv) of the Council's Constitution shall *mutatis mutandis* apply.

56. EXPENSES OF THE COUNCIL

(1) The amounts paid by employers in terms of clauses 39 (1) (f) and 40 (1) (d) shall accrue to the general funds of the Council.

(2) If, during any month, the total amount payable by an employer to the Council in terms of clauses 39 (1) (f) and 40 (1) (d) is less than R1, such employer shall nevertheless pay to the Council, in the manner prescribed in clause 20, the difference between the amounts payable in terms of clauses 39 (1) (f) and 40 (1) (d), and R1.

57. BUILDING INDUSTRY HOLIDAY FUND

(1) *Continuation.*—The operation of the Fund established under Government Notice 795 of 29 May 1957, and known as "The Building Industry Holiday Fund" (hereinafter referred to as "The Holiday Fund" or "The Fund") is hereby continued.

(2) *Contributions.*—Subject to the provisions of clause 55, the amounts paid by employers in terms of clause 39 (1) (a) and (b) and by the Benefit Fund in terms of clause 59 (6) (b) shall be paid by the Council into the Building Industry Holiday Fund, and shall be applied for the purpose and in the manner hereinafter set out.

(3) *Administration of the Holiday Fund.*—(a) The Holiday Fund shall be administered by the Council.

(b) Any interest accruing from investments of the Fund shall be paid to the Council as recompense for the administration of the Fund.

(4) *Assessment and payment of holiday pay.*—(a) As early as possible after the last pay-day in October of each year, and not later than three weeks thereafter, every employee shall deposit with the Secretary of the Council the contribution book obtained by him in terms of clause 39 (9).

(b) The Council shall ascertain the amount due to the employee, as reflected by the Holiday Pay and Holiday Bonus value of the stamps affixed to his contribution book, and shall pay such amount to the employee, on a date to be decided by the Council, but not later than the day prior to the commencement of the holiday period, less payments, if any, made by the Council in terms of subclauses (9) and/or (10) of this clause.

(c) Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(5) Payment for the Day of the Covenant, Christmas Day and New Year's Day is included in the payment referred to in subclause (4).

(6) *Unclaimed holiday pay.*—Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the Building Industry Benefit Fund and/or the Building Industry Medical Aid Fund, as may be determined by the Council. The Council shall, however, consider all claims for payment lodged after the said period and may in its discretion authorise payment thereof.

beide kante om die Vakansiefonds en die Vakansie- en Siekebesoldigingsfonds te administreer, terwyl die Voorsorgsfonds en die Mediese Hulpfonds nog geadmisteer moet word deur die Bestuurskomitee wat asdan bestaan. 'n Vakature in 'n komitee kan uit die geleedere van die werkgewers of die werknemers, na gelang van die geval, deur die Registrateur op so 'n manier gevul word dat gelyke verteenwoordiging van die werkgewers en die werknemers in daardie komitee verseker word. 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 fondse 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 daar geen Raad meer bestaan nie, moet die fondse by die verstryking van hierdie Ooreenkoms deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwider word soos in subklousule (7) van hierdie klousule voorgeskryf, en as die sake van die Raad by die verstryking van die Ooreenkoms reeds gelikwider en sy bates verdeel is, moet die saldo van die fondse ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitmaak het.

(7) (a) By die likwidasie van die Vakansiefonds en die Vakansie- en Siekebesoldigingsfonds ooreenkomstig subklousules (5) (a) en (6) van hierdie klousule, moet die geld wat nog in die krediet van die Fondse staan nadat alle eise teen die Fondse, met inbegrip van administrasie- en likwidasiekoste, betaal is, in die algemene fondse van die Raad gestort word.

(b) By die likwidasie van die Bystandsfonds en die Mediese Hulpfonds ooreenkomstig subklousules (5) (b) en (6) van hierdie klousule, is klousule 12 (ii), (iii) en (iv) van die konstitusie van die Raad *mutatis mutandis* van toepassing.

56. UITGAWES VAN DIE RAAD

(1) Die bedrae wat die werkgewers ingevolge klousules 39 (1) (f) en 40 (1) (d) betaal, val die algemene fondse van die Raad toe.

(2) As die totale bedrag wat deur 'n werkgewer kragtens klousules 39 (1) (f) en 40 (1) (d) aan die Raad betaalbaar is, gedurende enige maand minder as R1 is, moet sodanige werkgewer nogtans aan die Raad, op die wyse in klousule 20, voorgeskryf die verskil tussen die bedrae betaalbaar kragtens klousules 39 (1) (f) en 40 (1) (d) en R1 betaal.

57. VAKANSIEFONDS VAN DIE BOUNYWERHEID

(1) *Voortsetting.*—Die Fonds wat by Goewermentskennisgewing 795 van 29 Mei 1957 ingestel is en bekend staan as die "Vakansiefonds van die Bounywerheid" (hieronder die "Vakansiefonds" of die "Fonds" genoem), word hierby voortgesit.

(2) *Bydraes.*—Die bedrae wat die werkgewers ingevolge klousule 39 (1) (a) en (b) en wat die Bystandsfonds ingevolge klousule 59 (6) (b) betaal, moet, behoudens klousule 55, deur die Raad in die Vakansiefonds van die Bounywerheid gestort word en moet aangewend word vir die doel en op die wyse hieronder bepaal.

(3) *Administrasie van die Vakansiefonds.*—(a) Die Vakansiefonds moet deur die Raad geadmisteer word.

(b) Die rente wat uit beleggings van die Fonds verkry word, moet as vergoeding vir die administrasie van die Fonds aan die Raad betaal word.

(4) *Bepaling en betaling van vakansiebesoldiging.*—(a) Elke werknemer moet so gou moontlik na die laaste betaaldag in Oktober elke jaar, en nie later nie as drie weke daarna, die bydraeboek wat hy ooreenkomstig klousule 39 (9) verkry het, by die Sekretaris van die Raad indien.

(b) Die Raad moet die bedrag wat aan die werknemer verskuldig is en wat weerspieël word deur die vakansiebesoldigings- en vakansiebonuswaarde van die seëls 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 dié bedrae (as daar is) wat die Raad ingevolge subklousules (9) en/of (10) van hierdie klousule betaal het, moet van sodanige bedrag afgetrek word.

(c) 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 bedoel in subklousule (4).

(6) *Onopgeëiste vakansiebesoldiging.*—Indien 'n werknemer versuim om sy vakansiebesoldiging op te eis binne 'n tydperk van ses maande vanaf die datum waarop die vakansietydperk begin, verbeur hy dit en val die bedrag die Bystandsfonds en/of die Mediese Hulpfonds van die Bounywerheid toe, al na die Raad besluit. Die Raad moet egter alle eise vir betaling wat na verstryking van genoemde tydperk ingedien word, oorweeg en na sy goedvinde magtiging vir die betaling daarvan verleen.

(7) The Council shall not be liable to make payments in terms of subclause (4) of this clause in respect of any stamps issued to employees in terms of clauses 39 (8) (a) and 59 (6) (b) unless—

(a) such stamps are affixed in a contribution book obtained from the Council; and

(b) such contribution book is deposited with the Secretary of the Council before the commencement of the holiday period prescribed in clause 29 (1) (a): 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) of this clause, an employee shall not be entitled to claim payment for any stamps issued to him until the day prescribed by the Council in terms of subclause (4) of this clause. 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 30 (1) (h) shall contain detachable coupons for payments in respect of each of the said public holidays.

(b) The coupon 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.

(c) (i) On the pay-day for the week in which the public holiday falls, an employer shall pay to an employee the Holiday Pay and Holiday Bonus value of the stamps affixed to 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 stamps 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 stamps in his contribution book, the employer shall be refunded only the actual value of such stamps.

(10) *Employees' savings facilities.*—(a) With the written authority of the employee concerned, which shall be made on such form as the Council may prescribe, the Council shall deduct from the sum payable to such employee in terms of subclause (4), such amount as the employee may direct.

(b) The sum deducted in terms of paragraph (a) shall be paid by the Council to a building society, bank or other registered deposit-receiving institution, for the credit of such account as the employee may nominate.

(c) An authorisation by an employee in terms of this subclause—

(i) shall be submitted to the Council each year, and shall only be accepted or applied by the Council in respect of the year in which it is submitted;

(ii) shall not be accepted or applied by the Council unless it is submitted to the Council on or before 31 October in each year; and

(iii) shall be irrevocable after it has been received by the Council.

(d) Payment by the Council in terms of paragraph (b) shall be made on or before the date decided by the Council in terms of subclause (4) of this clause.

58. BUILDING EMPLOYEES' HOLIDAY AND SICK PAY FUND

(1) *Establishment.*—A Fund known as "The Building Employees' Holiday and Sick Pay Fund" (hereinafter referred to as "The Holiday and Sick Pay Fund" or "The Fund"), in respect of employees for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive, is hereby established.

(2) *Contributions.*—Subject to the provisions of clause 55, the amounts paid by employers in terms of clause 40 (1) (a) and (b) shall be paid by the Council into the Holiday and Sick Pay Fund, and shall be applied for the purpose and in the manner hereinafter set out.

(3) *Administration of the Holiday and Sick Pay Fund.*—(a) The Holiday and Sick Pay Fund shall be administered by the Council.

(b) Any interest accruing from investments of the Fund shall be paid to the Council as recompense for the administration of the Fund.

(4) *Assessment and payment of holiday and sick pay.*—(a) As early as possible after the last pay day in October of each year, and not later than three weeks thereafter, every employee shall deposit with the Secretary of the Council the contribution book obtained by him in terms of clause 40 (9).

(7) Die Raad is nie vir betalings ingevolge subklousule (4) van hierdie klousule ten opsigte van seëls wat ingevolge klousules 39 (8) (a) 59 (6) (b) aan werknemers uitgereik is, aanspreeklik nie tensy—

(a) sodanige seëls ingeplak is in 'n bydraeboek wat van die Raad verkry is; en

(b) sodanige bydraeboek by die Sekretaris van die Raad ingedien is voor die begin van die vakansietydperk voorgeskryf in klousule 29 (1) (a): Met dien verstande dat die Raad magtiging mag verleen vir betaling aan enige werknemer wat nie sy bydraeboek teen sodanige datum ingedien het nie.

(8) Behoudens subklousule (9) van hierdie klousule, is 'n werknemer nie voor die dag wat die Raad ooreenkomstig subklousule (4) van hierdie klousule voorgeskryf het, daartoe geregtig om die betaling ten opsigte van enige seëls wat aan hom uitgereik is, te eis nie. Die Raad het egter die reg om magtiging vir sodanige betaling te verleen as hy van mening is dat dit raadsaam is om dit te doen. Ingeval 'n werknemer te sterwe kom, moet die bedrag wat die Fonds aan hom verskuldig is, deur middel van 'n tjek wat ten gunste van sy boedel uitgemaak is, aan sodanige boedel betaal word wanneer sy bydraeboek by die Sekretaris van die Raad ingedien word.

(9) *Betaling vir openbare vakansiedae (Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag en Krugerdag).*—(a) Elke bydraeboek wat deur die Raad uitgereik word aan werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word, moet verwyderbare koepons bevat vir betalings ten opsigte van elk van genoemde openbare vakansiedae.

(b) Die koepons moet in die vorm wees soos die Raad mag besluit, en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se bydraeboek.

(c) (i) Op die betaaldag vir die week waarin die openbare vakansiedag val, moet 'n werkgewer die vakansiebesoldigings- en die vakansiebonuswaarde van die seëls, geplak op die koepon wat in paragraaf (a) bedoel word, aan die werknemer betaal op die voorwaarde dat die werknemer minstens twee werkdade voor die betrokke betaaldag die betrokke betaaldag die toepaslike koepon, behoorlik deur hom onderteken, aan die werkgewer oorhandig.

(ii) Mits 'n werknemer 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 Werkgewer is nie op 'n terugbetaling van die bedrag wat ingevolge subparagraaf (i) betaal is, geregtig nie indien 'n werknemer geen seëls in sy bydraeboek het nie, en ingeval die bedrag wat die werkgewer aan die werknemer betaal het meer is as die waarde van die seëls in sy bydraeboek, moet slegs die werklike waarde van sodanige seëls aan die werkgewer terugbetaal word.

(10) *Spaarfasiliteite vir werknemers.*—(a) Met die skriftelike magtiging van die betrokke werknemer, wat verleen moet word op die vorm wat die Raad voorskryf, moet die Raad 'n bedrag wat die werknemer aanwys, aftrek van die bedrag wat kragtens subklousule (4) aan so 'n werknemer betaalbaar is.

(b) Die Raad moet die bedrag ingevolge paragraaf (a) afgetrek, aan 'n bouvereniging, bank of ander geregistreerde deponitnemende instelling betaal as 'n krediet in die rekening wat die werknemer aanwys.

(c) 'n Magtiging deur 'n werknemer kragtens hierdie subklousule—

(i) moet elke jaar by die Raad ingedien word en die Raad kan dit slegs aanvaar of toepas ten opsigte van die jaar waarin dit ingedien is;

(ii) mag nie deur die Raad aanvaar of toegepas word nie, tensy dit voor of op 31 Oktober elke jaar by die Raad ingedien word;

(iii) is onherroepbaar nadat dit deur die Raad ontvang is.

(d) Betaling deur die Raad ingevolge paragraaf (b) moet gedoen word voor of op die datum waarop die Raad ingevolge subklousule (4) van hierdie klousule besluit.

58. VAKANSIE- EN SIEKEBESOLDIGINGSFONDS VIR BOU- WERKNEMERS

(1) *Instelling.*—'n Fonds bekend as die "Vakansie- en Siekebesoldigingsfonds vir Bouwerknemers" (hierna die "Vakansie- en Siekebesoldigingsfonds" of die "Fonds" genoem), ten opsigte van werknemers vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskryf word, word hierby ingestel.

(2) *Bydraes.*—Die bedrae wat die werkgewers ingevolge klousule 40 (1) (a) en (b) betaal, moet, behoudens klousule 55, deur die Raad in die Vakansie- en Siekebesoldigingsfonds gestort word en moet aangewend word vir die doel en op die wyse hieronder bepaal.

(3) *Administrasie van die Vakansie- en Siekebesoldigingsfonds.*—(a) Die Vakansie- en Siekebesoldigingsfonds moet deur die Raad geadministreer word.

(b) Die rente wat uit beleggings van die Fonds verkry word, moet as vergoeding vir die administrasie van die Fonds aan die Raad betaal word.

(4) *Bepaling en betaling van vakansie en siekebesoldiging.*—(a) Elke werknemer moet so gou moontlik na die laaste betaaldag in Oktober elke jaar, en nie later nie as drie weke daarna, die bydraeboek wat hy ooreenkomstig klousule 40 (9) verkry het, by die Sekretaris van die Raad indien.

(b) The Council shall ascertain the amount due to the employee, as reflected by the Holiday Pay and Sick Pay value of the stamps 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 periods, less payments, if any, made by the Council in terms of clause 38 (3) (b).

(c) Unless otherwise authorised by the Council, payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be recognised.

(5) Payment for the Day of the Covenant, Christmas Day and New Year's Day is included in the payment referred to in subclause (4).

(6) *Unclaimed holiday pay.*—Should an employee fail to claim his holiday pay within a period of six months from the date on which the holiday period commences, it shall become forfeit and shall accrue to the general funds of the Council and/or the Building Employees' Pension Scheme, Durban, as may be determined by the Council. 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 stamps issued to employees in terms of clause 40 (8) unless—

(a) such stamps are affixed in a contribution book obtained from the Council; and

(b) such contribution book is deposited with the Secretary of the Council before the commencement of the holiday period prescribed in clause 29 (1) (a): Provided that the Council may authorise the payment to any employee who has not lodged his contribution book by such date.

(8) An employee shall not be entitled to claim payment for any stamps issued to him until the day prescribed by the Council in terms of subclause (4) of this clause. 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.

59. BUILDING INDUSTRY BENEFIT FUND

(1) *Continuation.*—The operation of the Fund established under Government Notice 1441 of 3 July 1953, and known as the "Building Industry Benefit Fund" (hereinafter referred to as the "Benefit Fund" or "The Fund") is hereby continued.

(2) *Contributions.*—Subject to the provisions of clause 55, the amounts paid by employers in terms of clause 39 (1) (d) shall be paid by the Council into the Benefit Fund, for application to the objects of the Fund.

(3) *Objects.*—The objects of the Benefit Fund shall be—

- (a) to recompense members for loss of earnings arising out of—
 - (i) sickness or accident;
 - (ii) inclement weather;

(b) to provide gratuities and/or annuities for members in the case of permanent disability;

(c) to compensate members for the loss of their tools by theft from lock-ups and workshops: Provided that if an employee loses his tools due to the acts or omissions of an employer as described in clause 50 (2) of the Agreement, the employer of such employee shall be responsible for the total value of such lost tools;

(4) *Membership.*—Membership of the Benefit Fund shall be compulsory for employees for whom wages are prescribed in clause 30 (1) (h).

(5) *Administration of the Benefit Fund.*—(a) The Benefit Fund shall be administered by a management committee appointed by the Council and consisting of one representative from each of the trade unions represented on the Council, together with an equal number of representatives of the employers' organisation.

(b) (i) The Benefit Fund shall be administered in accordance with the rules prescribed for the purpose by the Council.

(ii) The Council may at any time make new rules, alter or repeal any existing rules. Copies of the rules in force and particulars of all amendments thereto shall be lodged with the Secretary for Labour.

(c) The committee may refuse and/or withhold any or all benefits from any member and/or his dependants, who in its opinion has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members: Provided that such member shall be given the opportunity of submitting an appeal against the decision of the committee to the Council, whose decision shall be final.

(b) Die Raad moet die bedrag wat aan die werknemer verskuldig is en wat weerspieël word deur die Vakansie- en Siekebesoldigingswaarde van die seëls 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 dié bedrae (as daar is) wat die Raad ingevolge klousule 38 (3) (b) betaal het, moet van sodanige bedrag afgetrek word.

(c) 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 vakansiebesoldiging.*—Indien 'n werknemer versuim om sy vakansiebesoldiging op te eis binne 'n tydperk van ses maande vanaf die datum waarop die vakansietydperk begin, verbeur hy dit en val die bedrag die algemene fondse van die Raad en/of die Pensioenskema van die Bouwerknemers, Durban, toe, al na die Raad besluit. Die Raad moet egter alle eise vir betaling wat na verstryking van genoemde tydperk ingedien word, oorweeg en na sy goedvinde magtiging vir die betaling daarvan verleen.

(7) Die Raad is nie vir betalings ingevolge subklousule (4) van hierdie klousule ten opsigte van seëls wat ingevolge klousule 40 (8) aan werknemers uitgereik is, aanspreeklik nie, tensy—

(a) sodanige seëls ingeplak is in 'n bydraeboek wat van die Raad verkry is; en

(b) sodanige bydraeboek by die Sekretaris van die Raad ingedien is voor die begin van die vakansietydperk voorgeskryf in klousule 29 (1) (a): Met dien verstande dat die Raad magtiging mag verleen vir betaling aan enige werknemer wat nie sy bydraeboek teen sodanige datum ingedien het nie.

(8) 'n Werknemer is nie voor die dag wat die Raad ooreenkomstig subklousule (4) van hierdie klousule voorgeskryf het, daartoe geregtig om betaling ten opsigte van enige seëls wat aan hom uitgereik is, te eis nie. Die Raad het egter die reg om magtiging vir sodanige betaling te verleen as hy van mening is dat dit raadsaam is om dit te doen. Ingeval 'n werknemer te sterwe kom, moet die bedrag wat die Fonds aan hom verskuldig is, deur middel van 'n 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.

59. BYSTANDFONDS VAN DIE BOUNYWERHEID

(1) *Voortsetting.*—Die Fondse wat by Goewermmentskennisgewing 1441 van 3 Julie 1953 ingestel is, en wat bekendstaan as die "Bystandsfonds van die Bounywerheid" (hierna die "Bystandsfonds" of die "Fonds" genoem) word hierby voortgesit.

(2) *Bydraes.*—Behoudens klousule 55, moet die bedrae wat deur werkgewers ingevolge klousule 39 (1) (d) betaal word, deur die Raad in die Bystandsfonds gestort word vir aanwending ter verwesenliking van die doelstellings van die Fonds.

(3) *Doelstellings.*—Die doelstellings van die Bystandsfonds is—

(a) om lede te vergoed vir verlies aan verdienste weens—

- (i) siekte of ongeluk;
- (ii) ongunstige weer;

(b) om gratifikasies en/of jaargelde vir lede te verskaf vir die geval van permanente ongeskiktheid;

(c) om lede te vergoed vir die verlies van hulle gereedskap as gevolg van diefstal uit toesluitplekke en werkwinkels: Met dien verstande dat indien 'n werknemer sy gereedskap verloor as gevolg van die optrede of versuim van 'n werkgewer soos in klousule 50 (2) van die Ooreenkoms beskryf, die werkgewer van sodanige werknemer vir die totale waarde van sodanige verlore gereedskap aanspreeklik is.

(4) *Lidmaatskap.*—Lidmaatskap van die Bystandsfonds is verpligtend vir werknemers vir wie daar in klousule 30 (1) (h) lone voorgeskryf word.

(5) *Administrasie van die Bystandsfonds.*—(a) Die Bystandsfonds word geadminestreer deur 'n bestuurskomitee wat deur die Raad aangestel is en wat bestaan uit een verteenwoordiger van elkeen van die vakverenigings wat in die Raad verteenwoordig word en uit 'n ooreenstemmende getal verteenwoordigers van die werkgewersorganisasie.

(b) (i) Die Bystandsfonds word geadminestreer volgens die reëls wat die Raad vir dié doel voorgeskryf het.

(ii) Die Raad kan te eniger tyd nuwe reëls opstel of 'n bestaande reël wysig of herroep. Kopieë van die reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(c) Die komitee kan enigeen van of al die voordele weier en/of weerhou van 'n lid en/of sy afhanklikes wat na die mening van die komitee opgetree het op 'n wyse wat daarop bereken is om die belange van die Fonds of die lede daarvan te benadeel of wat dit na alle redelike waarskynlikheid sal benadeel: Met dien verstande dat sodanige lid die geleentheid gebied moet word om teen die beslissing van die komitee appèl aan te teken by die Raad, wie se beslissing finaal is.

(d) Any dispute concerning the interpretation, meaning or intention of any of the provisions of this clause or concerning the administration of the Benefit Fund, which the management committee is unable to settle, shall be referred to the Council for its decision.

(e) The members of the management committee, the secretary, officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(6) *Payment of benefits.*—(a) Benefits accruing to members shall be of the nature and to the extent prescribed in the rules of the Benefit Fund.

(b) Any stamps issued by the Benefit Fund, in accordance with the provisions of the rules of the Fund, to members in receipt of sickness or accident benefits, shall be deemed to have been issued in accordance with the provisions of clause 39.

60. BUILDING INDUSTRY MEDICAL AID FUND

(1) *Continuation.*—The operation of the Fund established under Government Notice 1428 of 13 September 1963, and known as the "Building Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid Fund" or "The Fund") is hereby continued.

(2) *Contributions.*—Subject to the provisions of clause 55, the amounts paid by employers in terms of clause 39 (1) (e) shall be paid by the Council into the Medical Aid Fund for application to the objects of the Fund.

(3) *Objects.*—The objects of the Medical Aid Fund shall be—

(a) to assist members and their dependants in regard to the costs of—

- (i) medical, dental, para-medical, surgical and optical services; and
- (ii) the supply of medicines; and
- (iii) the supply of medical, dental, surgical and optical requirements or appliances; and
- (iv) accommodation in a hospital or nursing home; and
- (v) any other services as may be specified in the rules from time to time;

(b) to take such measures and do such things as the Council deems necessary for the prevention of sickness or accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the Industry;

(c) without in any way detracting from or interfering with a member's free choice of service, to contract, or negotiate a preferential tariff—

- (i) with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;
- (ii) with any other person, body, institution or authority in respect of para-medical services as may be specified in the rules from time to time;

(d) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the afore-mentioned objects;

(e) to enter into an agreement or agreements with any other medical scheme or schemes to provide for the reciprocity of benefits in respect of members, or dependants of members, transferring from the Fund to such medical scheme or schemes, and *vice versa*.

(4) *Membership:* (a) *Compulsory members.*—Membership of the Fund shall be compulsory for employees for whom wages are prescribed in clause 30 (1) (h).

(b) *Voluntary members.*—(i) An employee of the Industrial Council; or

(ii) an employee of a trade union which is a party to the Council; or

(iii) an employee of the Master Builders' and Allied Trades Association, Durban; or

(iv) a person who is a member of the Master Builders' and Allied Trades Association, Durban; or

(v) a person other than a person referred to in paragraph (a) who is directly engaged or employed in a clerical capacity or in administrative duties in the Industry by a member of the Master Builders' and Allied Trades Association, Durban;

may, at the discretion of the management committee, be admitted to membership, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(c) *Apprentice members.*—A person who is employed in the Industry under a contract of apprenticeship, registered in terms of the Apprenticeship Act, 1944 (Act 37 of 1944), may, at the discretion of the management committee, be admitted to membership with effect from the date on which the contract of apprenticeship was signed, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(d) *Continuation members.*—Pensioners, widows and orphans may, at the discretion of the management committee, be admitted to membership, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons.

(d) Geskille oor die uitleg, betekenis of bedoeling van enigeen van die bepalings van hierdie klousule of oor die administrasie van die Bystandsfonds, wat die bestuurskomitee nie kan besleg nie, moet na die Raad verwys word vir sy beslissing.

(e) Die lede van die bestuurskomitee, die sekretaris, ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hul pligte gely of aangegaan het.

(6) *Betaling van voordele.*—(a) Die voordele wat lede toekom, moet van die aard en omvang wees wat in die reëls van die Bystandsfonds voorgeskryf word.

(b) Enige seëls wat deur die Bystandsfonds, ooreenkomstig die reëls van die Fonds, aan lede uitgereik word wat reeds siekte- of ongeluksbystand ontvang, moet beskou word as uitgereik ooreenkomstig die bepalings van klousule 39.

60. MEDIESE HULPFONDS VAN DIE BOUNYWERHEID

(1) *Voortsetting.*—Die Fonds wat by Goewermmentskennisgewing 1428 van 13 September 1963 ingestel is en bekendstaan as die "Mediese Hulpfonds van die Bounywerheid" (hierna die "Mediese Hulpfonds" of die "Fonds" genoem), word hierby voortgesit.

(2) *Bydraes.*—Behoudens klousule 55, moet die bedrae wat die werkgewers ingevolge klousule 39 (1) (e) betaal het, deur die Raad in die Mediese Hulpfonds gestort word met die doel om dit vir die doelstellings van die Fonds aan te wend.

(3) *Doelstellings.*—Die doelstellings van die Mediese Hulpfonds is—

(a) om lede en hul afhanklikes by te staan in verband met die koste van—

- (i) mediese, tandheelkundige, paramediese, sjirurgiese en oogkundige dienste; en
- (ii) die verskaffing van medisyne; en
- (iii) die verskaffing van mediese, tandheelkundige, chirurgiese en oogkundige behoeftes of toestelle; en
- (iv) huisvesting in 'n hospitaal of verpleeginrigting; en
- (v) enige ander diens wat van tyd tot tyd in die reëls gespesifiseer mag word;

(b) om dié maatreëls te tref en dié dinge te doen wat die Raad nodig ag vir die voorkoming van siekte of ongevallen en vir die verbetering en bevordering van gesondheid van lede, hul afhanklikes en persone wat in die Nywerheid werksaam of daarby betrokke is;

(c) sonder om op enige wyse afbreuk te doen aan of in te meng met 'n lid se vrye keuse van diens, 'n kontrak aan te gaan of 'n voorkeurtarief te beding met—

(i) enige hospitaal, geregistreerde verpleeginrigting of soortgelyke inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;

(ii) enige ander persoon, liggaam, inrigting of owerheid ten opsigte van paramediese dienste soos wat van tyd tot tyd in die reëls gespesifiseer mag word;

(d) om al dié dinge te doen wat nodig mag wees, mag voortvloei uit of bevorderlik mag wees vir die welsyn van lede en hul afhanklikes en die verwesenliking van voornoemde doelstellings;

(e) om 'n ooreenkoms of ooreenkomste met enige ander mediese skema of skemas aan te gaan om voorsiening te maak vir die wederkerigheid van bystande ten opsigte van lede, of afhanklikes van lede, wat van die Fonds na sodanige mediese skema of skemas oorgeplaas word, en omgekeerd.

(4) *Lidmaatskap:* (a) *Verpligte lidmaatskap.*—Lidmaatskap van die Fonds is verpligtend vir werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word.

(b) *Vrywillige lidmaatskap.*—(i) 'n Werknemer van die Nywerheidsraad; of

(ii) 'n werknemer van 'n vakvereniging wat 'n party by die Raad is; of

(iii) 'n werknemer van die Master Builders' and Allied Trades Association, Durban; of

(iv) 'n persoon wat 'n lid van die Master Builders' and Allied Trades Association, Durban, is; of

(v) 'n persoon, uitgesonderd 'n persoon in paragraaf (a) bedoel, wat regstreeks in 'n klerklike hoedanigheid betrokke is by of administratiewe pligte verrig in die Nywerheid in diens van 'n lid van die Master Builders' and Allied Trades Association, Durban;

kan, na goeddunke van die bestuurskomitee, as 'n lid toegelaat word, en hierdie klousule en van die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(c) *Vakleerlinglede.*—'n Persoon wat in die Nywerheid in diens is kragtens 'n leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944 (Wet 37 van 1944), geregistreer is, kan, na goeddunke van die bestuurskomitee, as 'n lid toegelaat word met ingang van die datum waarop die leerlingskontrak onderteken is, en hierdie klousule en die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(d) *Voortsettingslede.*—Pensioentrekkers, weduwees en wese kan na goeddunke van die bestuurskomitee, as lede toegelaat word, en hierdie klousule en die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing.

(5) *Administration of the Fund.*—The provisions of clause 59 (5) shall *mutatis mutandis* apply to the administration of the Fund.

(6) *Payment of benefits.*—Payment of benefits shall be made in respect of members and their dependants in accordance with the rules of the Medical Aid Fund.

(7) *Benefits.*—Subject to the provisions of the rules of the Fund, the total borne by the Fund in respect of any claims accepted for payment on behalf of any member and/or his dependants in any one calendar year, shall not exceed, in the case of:

	Medical, para- medical and optical	Medicines and in- jection material	Dental
	R	R	R
(a) A single member.....	350	75	150
(b) A member with one dependant	700	150	300
(c) A member with more than one dependant.....	875	200	375

(8) *Benefits inalienable.*—The benefits provided by the Medical Aid Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall forthwith cease to be entitled to any benefits whatsoever and membership of the Medical Aid Fund in respect of himself and his dependants shall be terminated.

61. DURBAN BUILDING INDUSTRY PENSION SCHEME

(1) The amounts paid by employers in terms of clause 39 (1) (c) shall be paid by the Council to the insurance company or companies with which an agreement or agreements referred to in subclause (2) (b) has or have been entered into for application to the objects of the Pension Scheme.

(2) *Objects.*—(a) The objects of the Pension Scheme shall be to provide benefits for members in the form of gratuities in the case of—

- (i) retirement on account of old age;
- (ii) death.

(b) The Council shall be empowered to enter into an agreement or agreements with an Insurance company or companies with the object of securing retirements and death benefits for members.

(3) *Membership.*—Membership of the Scheme shall be compulsory for employees in the Building Industry, Durban, for whom wages are prescribed in clause 30 (1) (h).

(4) *Administration of the Scheme.*—The Scheme shall be administered in accordance with the provisions of the agreement or agreements entered into in terms of subclause (2) (b).

(5) *Payment of benefits.*—Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreements entered into in terms of subclause (2) (b).

62. BUILDING EMPLOYEES' PENSION SCHEME, DURBAN

(1) The amounts paid by employers in terms of clause 40 (1) (c) shall be paid by the Council to the insurance company or companies with which an agreement or agreements referred to in subclause (2) (b) has or have been entered into for application to the objects of the Pension Scheme.

(2) *Objects.*—(a) The objects of the Pension Scheme shall be to provide benefits for members in the form of gratuities in the case of—

- (i) retirement on account of old age;
- (ii) death.

(b) The Council shall be empowered to enter into an agreement or agreements with an insurance company or companies with the object of securing retirements and death benefits for members.

(3) *Membership.*—Membership of the Scheme shall be compulsory for employees in the Building Industry, Durban, for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive.

(4) *Administration of the Scheme.*—The Scheme shall be administered in accordance with the provisions of the agreement or agreements entered into in terms of subclause (2) (b).

(5) *Payment of benefits.*—Payment of benefits shall be made in respect of members in accordance with the provisions of the agreement or agreements entered into in terms of subclause (2) (b).

63. 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 39.

(5) *Administrasie van die Fonds.*—Klousule 59 (5) is *mutatis mutandis* op die administrasie van die Fonds van toepassing.

(6) *Betaling van voordele.*—Voordele word ten opsigte van lede en hul afhanklikes betaal ooreenkomstig die reëls van die Mediese Hulpfondse.

(7) *Voordele.*—Behoudens die reëls van die Fonds mag die totale bedrag wat deur die Fonds gedra word ten opsigte van eise om betaling namens enige lid en/of sy afhanklikes wat gedurende 'n bepaalde kalenderjaar aanvaar word, hoogstens soos hieronder wees, in die geval van:

	Medies, paramedies en oogkun- dig	Medisyne en inspuit- tings- materiaal	Tandheel- kundig
	R	R	R
(a) 'n Ongetroude lid.....	350	75	150
(b) 'n lid met een afhanklike....	700	150	300
(c) 'n lid met meer as een afhanklikes.....	875	200	375

(8) *Voordele nie vervreembaar nie.*—Die voordele wat deur die Mediese Hulpfondse verskaf word, is nie oordraagbaar nie, en 'n lid wat poog om sy regte oor te maak, oor te dra, te sedgeer, te verpand of te verhipoteker, is onmiddellik op geen voordele hoegenaamd geregtig nie, en lidmaatskap van die Mediese Hulpfondse ten opsigte van hom en sy afhanklikes word beëindig.

61. PENSIOENSKEMA VAN DIE BOUNYWERHEID, DURBAN

(1) Die bedrae wat deur werkgewers ingevolge klousule 39 (1) (c) betaal word, moet deur die Raad aan die versekeringsmaatskappy of -maatskappye betaal word met wie 'n ooreenkoms of ooreenkomste in subklousule (2) (b) aangegaan is vir toepassing op die doelstellings van die Pensioenskema.

(2) *Doelstellings.*—(a) Die doelstellings van die Pensioenskema is om vir die lede voordele in die vorm van gratifikasies te verskaf in die geval van—

- (i) uitdienstreding weens hoë ouderdom;
- (ii) afsterwe.

(b) Die Raad besit die bevoegdheid om 'n ooreenkoms of ooreenkomste met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om aftree- en sterftevoordele vir lede te verkry.

(3) *Lidmaatskap.*—Lidmaatskap van die Skema is verpligtend vir werknemers in die bounywerheid, Durban, vir wie daar in klousule 30 (1) (h) lone voorgeskryf is.

(4) *Administrasie van die Skema.*—Die Skema word geadminestreer ooreenkomstig die ooreenkoms of ooreenkomste wat ooreenkomstig subklousule (2) (b) aangegaan word.

(5) *Betaling van voordele.*—Betaling van voordele moet ten opsigte van lede gedoen word ooreenkomstig die ooreenkoms of ooreenkomste wat ingevolge subklousule (2) (b) aangegaan word.

62. PENSIOENSKEMA VAN DIE BOUWERKNEMERS, DURBAN

(1) Die bedrae wat deur werkgewers ingevolge klousule 40 (1) (c) betaal word, moet deur die Raad aan die versekeringsmaatskappy of -maatskappye betaal word met wie 'n ooreenkoms of ooreenkomste in subklousule (2) (b) aangegaan is vir toepassing op die doelstellings van die Pensioenskema.

(2) *Doelstellings.*—(a) Die doelstellings van die Pensioenskema is om vir die lede voordele in die vorm van gratifikasies te verskaf in die geval van—

- (i) uitdienstreding weens hoë ouderdom;
- (ii) afsterwe.

(b) Die Raad besit die bevoegdheid om 'n ooreenkoms of ooreenkomste met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om aftree- en sterftevoordele vir lede te verkry.

(3) *Lidmaatskap.*—Lidmaatskap van die Skema is verpligtend vir werknemers in die Bounywerheid, Durban, vir wie daar in klousule 30 (1) (a) tot en met (g) lone voorgeskryf is.

(4) *Administrasie van die Skema.*—Die Skema word geadminestreer ooreenkomstig die ooreenkoms of ooreenkomste wat ooreenkomstig subklousule (2) (b) aangegaan word.

(5) *Betaling van voordele.*—Betaling van voordele moet ten opsigte van lede gedoen word ooreenkomstig van die ooreenkoms of ooreenkomste wat ingevolge subklousule (2) (b) aangegaan word.

63. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die instelling van die Nasionale Ontwikkelingsfonds vir die Bounywerheid (hierna die "Nasionale Fonds" genoem), verleen hy hierdie magtiging om, ter verwesenliking van die doelstellings vervat in die konstitusie van sodanige Nasionale Fonds, bydraes in te vorder ooreenkomstig die prosedure hieronder gemeld, gelees met klousule 39.

(2) The amounts paid by employers in terms of clause 39 (1) (g) shall be paid by the Council monthly to the National Fund, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(3) Copies of the Constitution of the National Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited annual accounts of the Fund shall be lodged with the Council and the Secretary for Labour within three months of the close of the period covered thereby.

(4) For the purposes of this clause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

64. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council, having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (S.A.)] (hereinafter referred to as the Training Fund), hereby authorises for the purpose of implementing the objects set forth in the Constitution of the said Training Fund, the collection of contributions in accordance with the procedure stated hereunder, read with clauses 39 and 40.

(2) The amounts paid by employers in terms of clauses 39 (1) (h) and 40 (1) (e) shall be paid by the Council monthly to the Training Fund, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(3) Copies of the Constitution of the Training Fund shall be lodged with the Council and with the Secretary for Labour, and copies of the balance sheet and audited annual accounts of the Fund shall be lodged with the Council and the Secretary for Labour within three months of the close of the period covered thereby.

(4) For the purposes of this clause, the term "constitution" shall include any amendments to the constitution adopted from time to time.

65. SPECIAL MEMBERSHIP LEVY.—EMPLOYERS

The amounts paid by employers in terms of clauses 39 (1) (i) and 40 (1) (f) shall be paid by the Council monthly to the Master Builders' and Allied Trades Association, Durban.

66. TRADE UNION SUBSCRIPTIONS

(1) In respect of the amount paid by an employer in terms of clause 39 (4) (b) each contribution book issued by the Council in terms of clause 39 (9) shall contain six detachable coupons for the purpose of affixing stamps issued to an employee in terms of clause 39 (8) (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 stamp issued to an employee in terms of clause 39 (8) (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 stamps 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.

Signed at Durban on behalf of the parties this 21st day of August 1975.

K. I. W. McLEOD, Member.

C. A. HARRIS, Member.

N. G. HARRIS, Secretary.

X. APPENDIX

SAFETY MEASURES—SCAFFOLDING AND PLANT

(Subject to the provisions of clause 54 of the Agreement)

1. SUPERVISION

(1) 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.

(2) The Chief Inspector may, having regard to the extent of any building work and subject to such conditions as he may impose, approve of the appointment by an employer of more than one responsible person.

(3) (a) An employer may appoint one or more subordinate competent persons to assist the responsible person. Every such subordinate competent person shall, to an extent which shall be clearly defined by the employer in his letter of appointment, have the same responsibility

(2) Die bedrae wat werkgewers ingevolge klousule 39 (1) (g) betaal het, moet, na aftrekking van 'n bedrag van twee en 'n half persent, wat die algemene fondse van die Raad toekom, maandeliks deur die Raad aan die Nasionale Fonds betaal word.

(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 Fonds moet by die Raad en die Sekretaris van Arbeid ingedien word binne drie maande na die sluiting van die tydperk waarop dit betrekking het.

(4) Vir die toepassing van hierdie klousule omvat die uitdrukking "konstitusie" alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

64. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die instellings van die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Building Industries Federation (S.A.)] (hierna die Opleidingsfonds genoem), magtig hy hierby, vir die doel om uitvoering te gee aan die doelstellings wat in die konstitusie van genoemde Opleidingsfonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit, gelees met klousules 39 en 40.

(2) Die bedrae wat kragtens klousules 39 (1) (h) en 40 (1) (e) deur werkgewers betaal word, moet maandeliks deur die Raad aan die Opleidingsfonds betaal word, min 'n invorderingskoste van 2½ persent, wat die algemene fondse van die Raad teval.

(3) Kopieë van die konstitusie van die Opleidingsfonds moet by die Raad en by die Sekretaris van Arbeid ingedien word, en kopieë van die balansstaat en geouditeerde jaarlikse rekenings van die Fonds moet binne drie maande na die einde van die tydperk waarvoor dit handel, by die Raad en by die Sekretaris van Arbeid ingedien word.

(4) Vir die toepassing van hierdie klousule, sluit die uitdrukking "konstitusie" alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

65. SPESIALE LIDMAATSKAPHEFFING.—WERKGEWERS

Die bedrae wat werkgewers ingevolge klousules 39 (1) (i) en 40 (1) (f) betaal, moet maandeliks deur die Raad aan die Master Builders' and Allied Trades Association, Durban, betaal word.

66. LEDEGELDE VIR VAKVERENIGINGS

(1) Ten opsigte van die bedrag wat 'n werkgewer ingevolge klousule 39 (4) (b) betaal, moet elke bydraeboek wat deur die Raad ingevolge klousule 39 (9) uitgereik word, ses koepons bevat wat afgeskeur kan word, sodat seëls wat ingevolge klousule 39 (8) (a) aan 'n werknemer uitgereik word, geplak kan word op elke sodanige koepon wat betrekking het op die maande daarop gemeld.

(2) Die koepons wat in subklousule (1) bedoel word, moet in dié vorm wees wat die Raad mag bepaal, en elke koepon moet 'n nommer hê wat ooreenstem met die nommer van die werknemer se bydraeboek.

(3) 'n Seël wat ingevolge klousule 39 (8) (a) aan 'n werknemer uitgereik word, moet deur die werkgewer geplak word op die koepon wat in subklousule (1) bedoel word.

(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 seëls daarop geplak, indien by die vakvereniging waarvan hy lid is, en die vakvereniging moet 'n ontvangsbewys vir alle koepons wat aldus ingedien is, aan die werknemer uitreik.

(5) By oorhandiging van alle koepons aan die Raad, is die betrokke vakvereniging daarop geregtig dat die Raad die sigwaarde van alle bewyse wat op 'n koepon geplak is, aan hom betaal.

Namens die partye op hede die 21ste dag van Augustus 1975 te Durban onderteken.

K. I. W. McLEOD, Lid.

C. A. HARRIS, Lid.

N. G. HARRIS, Sekretaris.

X. AANHANGSEL

VEILIGHEIDSMATREËLS—STEIERWERK EN INSTALLASIES

(Behoudens klousule 54 van die Ooreenkoms)

1. TOESIGHOUDING

(1) 'n Werkgewer moet toesien dat alle bouwerk verrig word onder die algemene toesig van 'n verantwoordelike persoon wat 'n bevoegde persoon moet wees en wat deur hom skriftelik aangestel moet word.

(2) Die Hoofinspekteur kan, met inagneming van die omvang van enige bouwerk en onderworpe aan sodanige voorwaardes as wat hy mag bepaal, die aanstelling deur 'n werkgewer van meer as een verantwoordelike persoon goedkeur.

(3) (a) 'n Werkgewer kan een of meer ondergeskikte bevoegde persone aanstel om die verantwoordelike persoon te help. Elke sodanige ondergeskikte bevoegde persoon moet in 'n mate wat deur die werkgewer duidelik in sy aanstellingsbrief omskryf moet word,

as the responsible person: Provided that the appointment of such subordinate competent person shall not relieve the responsible person of any personal responsibility under this clause.

(b) The Chief Inspector may require any employer to appoint one or more subordinate competent persons to assist the responsible person where, in his opinion, having regard to the extent of the building work, it is desirable that such subordinate competent person be appointed, and the provisions of paragraph (a) shall then apply.

(c) The Chief Inspector may, having regard to the nature and amount of the machinery used in connection with any building work, require an employer to appoint a responsible person in terms of regulation C1 of Chapter IV of the regulations published under section 51 of the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941).

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

(a) the provisions of this appendix are complied with;

(b) all plant and machinery is maintained in good condition and properly used;

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

2. GENERAL SAFETY MEASURES

(1) An employer shall cause—

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

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

(c) all openings in floors, hatchways and stairways and any open sides of floors or buildings through or from which persons are liable to fall, to be adequately boarded over or to be fenced or enclosed with suitable rails or guards to a height of not less than 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;

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

(2) 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.

(3) Any employee 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 an employer, or by a person authorised by an employer, in accordance with, or for the proper observance of the provisions of this clause or in the interests of safety.

(4) No employee, other than an employee authorised by an employer 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 an employer in both official languages in a prominent place on or at the designated entrances to such premises.

(5) (a) No employee shall consume or offer to any other person or have in his possession intoxicating liquor whilst performing building work.

(b) No employee under the influence of liquor shall enter or remain or shall be permitted by an employer to enter or remain on premises where building work is performed.

3. PLANT AND MACHINERY

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.

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

(1) An employer shall cause—

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

dieselfde verantwoordelikeheid beklee as die verantwoordelike persoon: Met dien verstande dat die aanstelling van so 'n ondergeskikte bevoegde persoon nie die verantwoordelike persoon van enige persoonlike verantwoordelikeheid ingevolge hierdie klousule onthef nie.

(b) Die Hoofinspekteur kan van enige werkgever vereis om een of meer ondergeskikte bevoegde persone aan te stel om die verantwoordelike persoon te help waar, na sy mening, met inagneming van die omvang van die bouwerk, dit wenslik is dat sodanige ondergeskikte bevoegde persone aangestel word, en paragraaf (a) is dan van toepassing.

(c) Die Hoofinspekteur kan, met inagneming van die aard en hoeveelheid van die masjinerie wat in verband met enige bouwerk gebruik word, van enige werkgever vereis dat hy kragtens regulasie C1 van Hoofstuk IV van die regulasies afgekondig by artikel 51 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), 'n verantwoordelike persoon aanstel.

(4) 'n Persoon wat ingevolge hierdie klousule aangestel word, moet toesig hou oor die bouwerk waarvoor hy verantwoordelik is en moet verseker dat—

(a) die bepalings van hierdie Aanhangsel nagekom word;

(b) alle installasie en masjinerie in 'n goeie toestand gehou en behoorlik gebruik word;

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

2. ALGEMENE VEILIGHEIDSMATREËLS

(1) 'n Werkgever moet sorg dat—

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

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

(c) alle openinge in vloere, luikgate en trappe en alle oop kante van vloere of geboue waardeur of waarvandaan persone waarskynlik 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 beskotte of skutte van tyd tot tyd wegelaat of verwyder kan word en wel in dié mate wat nodig is om persone toegang te verleen of materiaal te vervoer;

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

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

(3) Enige werknemer op persele waar bouwerk verrig word, moet enige bevel uitvoer wat aan hom gegee word of wat uitgereik is as 'n staande opdrag deur die werkgever of deur 'n persoon deur die werkgever daartoe gemagtig, in ooreenstemming met of vir die behoorlike nakoming van die bepalings van hierdie klousule of in belang van veiligheid.

(4) Geen werknemer, uitgesonderd 'n werknemer wat deur die werkgever daartoe gemagtig is of 'n persoon wat by wet die reg daartoe het, mag 'n perseel waar bouwerk verrig word, binnegaan nie. 'n Kennisgewing met dié strekking moet deur die werkgever in albei amptelike tale op 'n opvallende plek op of by die aangewese toegange tot sodanige perseel opgeplak word.

(5) (a) Geen werknemer mag bedwelmende drank gebruik of aan iemand anders aanbied of dit in sy besit hê terwyl hy bouwerk verrig nie.

(b) Geen werknemer wat onder die invloed van drank is, mag 'n perseel waar bouwerk verrig word, binnegaan of daarin vertoef of deur die werkgever toegelaat word om dit binne te gaan of daarin te vertoef nie.

3. INSTALLASIES EN MASJINERIE

'n Werkgever 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.

4. WERK IN POSISIES BOKANT DIE GROND

Geen werkgever mag van enigiemand wat vir bouwerk in diens geneem is, vereis of hom toelaat om werk in 'n posisie bokant die die grond te doen nie tensy sodanige werk veilig van 'n leer of 'n steier of van 'n posisie af wat net so veilig as 'n steier is, verrig kan word.

5. STEIERRAAMWERK

(1) 'n Werkgever moet sorg dat—

(a) 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;

(b) (i) standards to be 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;

(ii) ledgers to be spaced not more than 2,1 m apart vertically;

(iii) putlogs or transoms to be 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 clause, high, medium and low mass loads shall mean mass loads of not more than 375, 250 and 125 kg/m², respectively;

(c) every member of a scaffold frame which is constructed of timber to have a diameter of not less than 75 mm or to have a section of equivalent strength.

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

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

(b) 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;

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

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

(3) No employer shall require or permit—

(a) scaffolding, the supporting frame of which is constructed of timber, to exceed a height of 25 m;

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

6. SCAFFOLD PLATFORMS

(1) An employer shall cause—

(a) every scaffold platform which is constructed of timber to be of planks at least 228 mm wide by 38 mm thick;

(b) every plank which forms part of a scaffold platform to rest on at least three supports, except in the case of trestle scaffolds, and to project at least 150 mm at intermediate supports and not more than 230 mm at the end supports;

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

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

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

(a) to be 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 clause 5 (1) (b) of this Appendix are supported, a total platform width of 456 mm shall be sufficient;

(b) which is more than 2 m above the floor or ground to be provided with—

(i) substantial guard rails at least 900 mm and not more than 1 100 mm high on all sides of the platform except the side facing the structure;

(ii) toe-boards on all sides of the platform, except the side facing the structure, 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 so affixed that no open space exists between the toe-board and the platform;

(c) to be 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;

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

(3) No employer shall require or permit a working platform which is higher than 600 mm to be supported on a scaffold platform.

(4) An employer shall cause an additional guard rail to be provided at a height of 900 mm above every working platform which is supported on a scaffold platform.

(5) An employer shall cause convenient and safe access to be provided to every scaffold platform. Where such access is by means of ladders, the ladders shall be firmly supported at the base, shall extend to at least 900 mm beyond the platform at the top and shall be firmly secured.

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

7. RAMPS

(1) No employer shall require or permit a ramp to be installed or used, the slope of which exceeds one verticle to one and one-half horizontal.

(b) (i) staanders wat van staal gemaak is, hoogstens 1,8 m, 2,4 m en 3 m in die geval van onderskeidelik hoë-, medium- en laemassalaste van mekaar af gespasieer word en, indien hulle van hout gemaak is, hoogstens 3 m;

(ii) steierbalke hoogstens 2,1 m vertikaal van mekaar af gespasieer word;

(iii) kortelings of dwarsbalke hoogstens 1,5 m, 1,8 m en 2,4 m in die geval van onderskeidelik hoë-, medium- en laemassalaste van mekaar af gespasieer word.

Vir die toepassing van hierdie klousule beteken hoë-, medium-, en laemassalaste, massalaste van onderskeidelik hoogstens 375, 250 en 125 kg/m²;

(c) elke deel van 'n steiertraam wat van hout gemaak is, 'n deursnee van minstens 75 mm of 'n deursnee van dieselfde sterkte het.

(2) Geen werkgewer mag 'n steier gebruik of laat gebruik nie tensy dit—

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

(b) 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 moet wees;

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

(d) minstens een maal per week en na ongunstige weer deur 'n bevoegde persoon geïnspekteer is.

(3) Geen werkgewer mag vereis of toelaat—

(a) dat steierwerk waarvan die stuttraam van hout gemaak is, 'n hoogte van 25 m te bowe gaan nie;

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

6. STEIERPLATFORMS

(1) 'n Werkgewer moet sorg dat—

(a) elke steierplatform wat van hout gemaak is, bestaan uit planke wat minstens 228 mm breed en 38 mm dik is;

(b) 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 verbysteek;

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

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

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

(a) minstens 912 mm wyd is, met 'n vry en onbelemmerde deurgang van minstens 456 mm: Met dien verstande dat, waar 'n platform alleenlik as 'n deurgang gebruik word, of waar lae massalaste soos in klousule 5 (1) (b) van hierdie Aanhangsel omskryf, gesteun word, 'n totale platformwydte van 456 mm voldoende is;

(b) wat meer as 2 m bokant die vloer of grond is, voorsien is van—

(i) 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;

(ii) stootstukke aan al die kante van die platform, uitgesonderd die kant aan die bouwerk, wat minstens 150 mm hoog, van die oppervlak 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;

(c) 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;

(d) vry gehou word van afvalmateriaal, spykers wat uitsteek of enige ander belemmering en in so 'n toestand gehou word dat dit nie glibberig is nie.

(3) Geen werkgewer mag vereis of toelaat dat 'n werkplatform wat hoër as 600 mm is, op 'n steierplatform gestut word nie.

(4) 'n Werkgewer moet 'n addisionele skutreling laat aanbring op 'n hoogte van 900 mm bokant elke werkplatform wat deur 'n steierplatform gestut word.

(5) 'n Werkgewer moet sorg dat daar gerieflike en veilige toegang 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 verbysteek en stewig vasgemaak word.

(6) Hierdie klousule is nie op werkplatforms waarvandaan bou-, slopings- of uitgrawingswerk verrig word, van toepassing nie.

7. OPLOPE

(1) Geen werkgewer mag vereis of toelaat dat 'n oploop geïnstalleer of gebruik word waarvan die helling meer as een vertikaal tot een en 'n half horisontaal is nie.

(2) An employer shall cause every ramp—

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

(i) be placed at suitable intervals; and
(ii) 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;

(b) which is more than 2 m high to be provided on both sides with hand rails and toe-boards to comply in all respects with the provisions of clause 6 (2) (b) of this Appendix.

8. SUSPENDED SCAFFOLDS

No employer shall require or permit a suspended scaffold to be used unless—

(1) out-riggers are—

(a) of steel, and have a factor of safety of not less than four;
(b) 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;
(c) provided with a stop at the outer end, or other means, to prevent displacement of the rope;

(2) 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;

(3) 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;

(4) the working platform is—

(a) 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;

(b) 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;

(c) 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;

(d) 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 cause every boatswain's chair or similar appliance to be securely suspended and to be of such construction as to prevent any occupant from falling therefrom.

10. CANTILEVER AND JIB SCAFFOLDS

No employer shall require or permit a cantilever or jib scaffold to be used unless—

(1) the outriggers are of steel and have a factor of safety of not less than four;

(2) it complies with the provisions of clause 6 of this Appendix.

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-frangible material.

13. DEMOLITION WORK

(1) 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.

(2) 'n Werkgewer moet sorg dat elke oploop—

(a) waarvan die helling addisionele vastrapplek nodig maak, en ook in gevalle waar die helling meer as een vertikaal tot vier horisontaal is, voorsien word van behoorlike vastrapplek wat—

(i) met geskikte tussenruimtes aangebring word; en

(ii) oor die hele breedte van die oploop strek, met die uitsondering dat hulle oor 'n breedte van hoogstens 230 mm onderbreek mag word ten einde die beweging van kruiswaaers te vergemaklik;

(b) wat hoër as 2 m is, aan albei kante voorsien word van handrelings en stootstukke wat in alle opsigte aan die vereistes van klousule 6 (2) (b) van hierdie Aanhangsel voldoen.

8. HANGSTEIERS

Geen werkgewer mag vereis of toelaat dat 'n hangsteier gebruik word nie tensy—

(1) die kraanbalke—

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

(b) by die binnepunt behoorlik gestut, op 'n geskikte wyse gespaas en stewig geanker is op 'n ander manier as deur middel van gewigte: Met dien verstande dat, in die geval van kraanbalke wat deur gewigte geanker word, die plasing daarvan deur 'n inspekteur goedgekeur moet word;

(c) se buite-ente van 'n stop voorsien is of ander middels wat verskuiwing van die tou sal voorkom;

(2) die werkplatform aan minstens twee onafhanklike staaldraad-toue hang waarvan die veiligheidsfaktor, gebaseer op die maksimum vrag wat elke ton sal moet dra, minstens 10 is;

(3) hystoestelle of hystakel so gebou en onderhou word dat die werkplatform nie per ongeluk kan verskuif nie, en op sulke plekke aangebring word dat hulle gereedelik toeganklik vir inspeksie is en dat die touverbindinge met die kraanbalke vertikaal bokant die werkplatformaanhegtings is;

(4) die werkplatform—

(a) minstens 456 mm en uiters 912 mm in die geval van ligte hangsteiers en minstens 912 mm in die geval van swaar hangsteiers breed is;

(b) so hang dat dit so na as doenlik is aan die bouwerk waaraan daar gewerk word en in elke werkposisie so vasgemaak is dat horisontale bewegings tussen die platform en die bouwerk voorkom word;

(c) voorsien is van stewige skutrelings wat minstens 900 mm en uiters 1 100 mm bokant en aan alle kante van die platform, uitgesonderd die kant aan die bouwerk, is: 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;

(d) aan al die kante voorsien is van toonborde wat minstens 150 mm hoog van die oppervlak 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 toonbord en die platform is nie: Met dien verstande dat, in die geval van swaar hangsteiers, die toonborde aan die kant van die bouwerk minstens 50 mm hoog van die oppervlak van die platform af moet wees.

9. BOOTSMANSTOEL

'n Werkgewer moet sorg dat elke bootzmanstoel of soortgelyke toestel stewig hang en so gebou is dat die persoon wat daarin is, nie daaruit kan val nie.

10. VRYDRAER- EN KRAANARMSTEIERS

Geen werkgewer mag vereis of toelaat dat 'n vrydraer- of kraanarmsteier gebruik word nie, tensy—

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

(2) dit aan klousule 6 van hierdie Aanhangsel voldoen.

11. BOKSTEIERS

Geen werkgewer mag vereis of toelaat dat 'n boksteier wat hoër as 3 m is of wat so gebou is dat dit uit meer as twee rye bestaan, gebruik word 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 moet word met materiaal waardeur 'n persoon waarskynlik sal 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 staandakke wat met 'n nie-breekbare materiaal bedek is.

13. SLOPINGSWERK

(1) 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 wat minstens twee jaar praktiese ondervinding van die sloping van bouwerke het en wat spesifiek vir daardie doel aangestel is. Gesamentlik verantwoordelike vir slopingswerk mag hoegenaamd nie deur twee of meer persone uitgeoefen word nie.

(2) The responsible person shall ensure that—

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

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

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

(d) 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

(1) An employer shall cause the tower of every builder's hoist—

(a) to be secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for over travel;

(b) to be enclosed on all sides at the bottom, and at all floors where persons are liable to be struck by moving parts of the hoist, except on the side or sides giving access to the conveyance, with walls or other effective means, to a height of at least 2 100 mm from the ground or floor level;

(c) to be 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.

(2) An employer shall ensure that—

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

(b) 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;

(c) 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;

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

(e) 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;

(f) the hoist is provided with—

(i) an efficient brake by means of which the load can be effectively controlled;

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

(g) 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;

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

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

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

(5) An employer shall cause every builder's hoist to be inspected at least once every week by a person who has had at least one year's experience in the erection and maintenance of builder's hoists or similar work and who shall examine the entire hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices and who shall enter and sign the result of each such 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

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

(a) adequately protected by a barrier or fence at least 600 mm high and as close to the excavation as practicable;

(b) provided with red warning lights at night.

(2) No employer shall, except for the purpose of erecting, shoring or bracing, require or permit any person to, and no person shall, work in an excavation which is more than 1,5 m deep and which has not been

(2) Die verantwoordelike persoon moet verseker dat—

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

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

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

(d) voorsorgsmaatreëls getref word deur middel van doeltreffende skoring of dié ander metodes wat nodig mag wees ten einde te voorkom dat 'n deel van die bouwerk of 'n aangrensende bouwerk per ongeluk intuiemal.

14. BOUHYSERS

(1) 'n Werkgewer moet sorg dat die toring van elke bouhyser—

(a) aan die bouwerk vasgemaak of verspan is met staalanker-toue en dat dit soveel hoër as die hoogste bordes is dat daar 'n onversperde en onbelemmerde ruimte van minstens 900 mm is vir 'n bak wat te hoog opgehoys word;

(b) aan die onderpunt en op elke verdieping waar persone deur bewegende dele van die hyser getref kan word, behalwe aan die kant of kante wat toegang tot die hyser verleen, deur mure of op 'n ander doeltreffende wyse omhein is tot op 'n hoogte van minstens 2 100 mm van die grond of vloervlak af;

(c) van 'n deur of hek wat minstens 1 800 mm hoog is, voorsien is op elke bordes, en sodanige deur of hek moet toegehou word tensy die hyser op daardie bordes stilstaan.

(2) 'n Werkgewer moet verseker dat—

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

(b) geen hangtou gebruik word nie tensy dit bestaan uit staal-draad van 'n goeie gehalte en fabrikaat en 'n veiligheidsfaktor van minstens ses het wat gebaseer is op die maksimum vrag wat dit sal moet dra;

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

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

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

(f) die hyser voorsien is van—

(i) 'n doeltreffende rem deur middel waarvan die vrag op 'n doeltreffende wyse beheer kan word;

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

(g) doeltreffende reëlins getref word waarvolgens duidelike tekens vir die werking van die hyser gegee kan word van elke bordes of waar die hyser gebruik word;

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

(3) Geen werkgewer mag vereis of toelaat dat trokke, kruivaens of materiaal op of in die bak vervoer word nie—en niemand mag dit ook laat doen nie—tensy sodanige trokke, kruivaens of materiaal so vasgemaak of so ingepak is dat dit nie kan verskuif terwyl dit vervoer word nie.

(4) Geen werkgewer mag vereis of toelaat dat iemand op 'n bouhyser ry nie, en niemand mag dit ook doen nie.

(5) 'n Werkgewer moet elke bouhyser minstens een maal elke week laat inspekteer deur 'n persoon wat minstens een jaar ondervinding van die oprigting en onderhoud van bouhyzers of soortgelyke werk het, en sodanige persoon moet die hele hyser, met inbegrip van die leiers, toue en die aansluitings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheidsstoestelle, 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 verhelp of herstel is.

15. UITGRAWINGS

(1) '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—

(a) 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;

(b) snags laat voorsien van rooi waarskuwingsligte.

(2) Geen werkgewer mag, behalwe vir die doel van oprigtings-, skorings- of verspanningswerk, van enigiemand vereis of hom toelaat—en niemand mag dit ook doen nie—om werk in 'n uitgraving wat

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 clause, "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.

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

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

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

(6) An employer shall cause convenient and safe means of access to be provided to every excavation in which persons are required to work and which is more than 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.

(7) 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.

(8) 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.

(9) An employer shall cause every excavation which is more than 1,5 m deep, including all bracing and shoring, to be inspected by a person who is competent to do so, at least once in every shift and before the commencement of work after rain, to ensure the safety of persons.

(10) An employer or excavator shall cause excavation work to be 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. DEFINITIONS

For the purpose of this Appendix—

(1) "Chief Inspector" means the inspector holding the post of Chief Inspector of Factories established by Government Notice 1287 of 6 September 1935, or holding such post the designation of which may be amended from time to time;

(2) "inspector" means an inspector appointed or deemed to have been appointed in terms of section 4 of the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941).

No. R. 1996

24 October 1975

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

BUILDING INDUSTRY, DURBAN

I, Marais Viljoen, Minister of Labour—

(a) hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Building Industry, published under Government Notice R. 1995 of 24 October 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; and

dieper as 1,5 m is en wat nie op 'n doeltreffende wyse geskoor of verspan is nie, te verrig nie: Met dien verstande dat skoring en verspanning nie nodig is nie waar die kante van die uitgraving minstens 'n skuinste vorm gelyk aan die natuurlike rushoek van die grond gemeet met betrekking tot die horisontale vlak, of waar sodanige uitgraving in soliede rots is.

Vir die toepassing van hierdie klousule 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 sykanse van die uitgraving vorm.

(3) 'n Werkgewer moet sorg dat alle skorings 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 en so aangebring word dat die verspannings nie kan uitskiet nie.

(4) 'n Werkgewer moet verseker dat die skorings en verspannings sterk genoeg is om al die uitgegraafde of ander materiaal, uitrusting of ander vrage te kan stut.

(5) 'n Werkgewer moet verseker dat alle uitgegraafde of ander materiaal en uitrusting nie in die uitgraving kan afval nie.

(6) 'n Werkgewer moet sorg dat gerieflike en veilige ingange tot elke uitgraving verskaf word 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.

(7) 'n Werkgewer moet sover doenlik vasstel waar en wat die aard is van ondergrondse dienste wat waarskynlik deur die uitgraving geraak sal word en moet dié stappe doen wat nodig is om te voorkom dat mense aan gevaar blootgestel word.

(8) 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 dié stappe doen wat nodig is om die veiligheid van persone te verseker.

(9) 'n Werkgewer moet elke uitgraving wat dieper as 1,5 m is, met inbegrip van alle verspannings en skorings, minstens een maal gedurende elke skof en elke maal voordat daar met die werk begin word nadat dit gereën het, laat inspekteer deur iemand wat bevoeg is om dit te doen; ten einde die veiligheid van persone te verseker.

(10) 'n Werkgewer of uitgraver moet toesien dat alle uitgrawingswerk verrig word onder die toesig van 'n verantwoordelike persoon wat bevoegd is om sodanige toesig uit te oefen en wat deur hom skriftelik aangestel moet word.

16. BESKERMENDE KLERE EN TOESTELLE

'n Werkgewer moet toereikende beskermende klere, toestelle en materiaal, met inbegrip (waar nodig) van veiligheidsgordels, veiligheidshelms, stofbrille, handskoene of skoel, aan enigiemand wat blootgestel word aan die gevaar dat hy mag val of aan die gevaar van voorwerpe wat mag val of uitskiet of wat blootgestel word aan nat of stowwerige werk wat nadelig vir sy gesondheid mag wees of aan enigiemand ten opsigte van wie 'n inspekteur dit mag vereis, gratis verskaf en dit in 'n goeie toestand hou.

17. WOORDOMSKRYWING

Vir die toepassing van hierdie Aanhangsel beteken —

(1) "Hoofinspekteur" die inspekteur wat die pos beklee van Hoofinspekteur van Fabriek, ingestel by Goewermentskenningsgewing 1287 van 6 September 1935, of wat sodanige pos beklee waarvan die benaming van tyd tot tyd gewysig kan word;

(2) "inspekteur" 'n inspekteur wat kragtens artikel 4 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), aangestel is of gegag word aangestel te wees.

No. R. 1996

24 Oktober 1975

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

BOUNYWERHEID, DURBAN

Ek, Marais Viljoen, Minister van Arbeid—

(a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermentskenningsgewing R. 1995 van 24 Oktober 1975, 1975, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) hereby, in terms of section 54 (1) of the said Act and with effect from 30 October 1975 and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first mentioned Act, in respect of employees who are entitled to sickpay in terms of clause 37 of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 1997

24 October 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, Durban, published under Government Notice R. 1995 of 24 October 1975 and to the employees of such employers, with effect from 30 October 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.

(b) stel hierby, ingevolge artikel 54 (1) van genoemde Wet en met ingang van 30 Oktober 1975 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 21A van eersgenoemde Wet, ten opsigte van werknemers wat kragtens klousule 37 van genoemde Ooreenkoms op siekebesoldiging geregtig is.

M. VILJOEN, Minister van Arbeid.

No. R. 1997

24 Oktober 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, Durban, gepubliseer by Goewermmentskennisgewing R. 1995 van 24 Oktober 1975, bindend is en aan alle werknemers van sodanige werkgewers, met ingang van 30 Oktober 1975 en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet bindend mag wees, vrystelling verleen het van die bepalings van Vasstelling 28 wat by Goewermmentskennisgewing 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 omskrywings van "bou-assistent, klas I" en "bou-assistent, klas II" in klousule 3 van genoemde Ooreenkoms gespesifiseer is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

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