



838- ENQUIRIES

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**GOVERNMENT NOTICES****DEPARTMENT OF MANPOWER  
UTILISATION**

R.813]

[25 April 1980

**INDUSTRIAL CONCILIATION ACT, 1956  
BUILDING INDUSTRY, DURBAN  
AGREEMENT**

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Building Industry, shall be binding, with effect from 28 April 1980 and for the period ending 29 October 1981, 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 (1) and (2), 39 (1) (i) and (4) (b), 40 (1) (g) and (4) (b), 41 (1) (i) and (4) (b), 45 (3) (e), 65, 66 of Part I, 67 (1) (a) and 68 (1) (b) of Part II, shall be binding, with effect from 28 April 1980 and for the period ending 29 October 1981, 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 clauses 1 (1)

**GOEWERMENTSKENNISGEWINGS****DEPARTEMENT VAN  
MANNEKRAGBENUTTING**

R.813]

[25 April 1980

**WET OP NYWERHEIDSVERSOENING, 1956  
BOUNYWERHEID, DURBAN  
OOREENKOMS**

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragenbenutting, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bounywerheid betrekking het, met ingang van 28 April 1980 en vir die tydperk wat op 29 Oktober 1981 eindig, bindend is vir die werkgewers-organisasie 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 (1) en (2), 39 (1) (i) en (4) (b), 40 (1) (g) en (4) (b), 41 (1) (i) en (4) (b), 45 (3) (e), 65, 66 van Deel I, 67 (1) (a) en 68 (1) (b) van Deel II, met ingang van 28 April 1980 en vir die tydperk wat op 29 Oktober 1981 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

- (b) of Part I and 67 (1) (b) of Part II of the said Agreement; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clauses 1 (1) (b) of Part I and 67 (1) (b) of Part II of the said Agreement and with effect from 28 April 1980 and for the period ending 29 October 1981, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 4, 7, 10 (1) and (2), 39 (1) (i) and (4) (b), 40 (1) (g) and (4) (b), 41 (1) (i) and (4) (b), 45 (3) (e), 65, 66 of Part I, 67 (1) (a) and 68 (1) (b) of Part II, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA  
Minister of Manpower Utilisation

#### SCHEDULE

#### INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, DURBAN

#### AGREEMENT

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

Master Builders' and Allied Industries Association, Durban (hereinafter referred to as the "employers" of 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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- klausules 1 (1) (b) van Deel I en 67 (1) (b) van Deel II van genoemde Ooreenkoms; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klausules 1 (1) (a), 2, 4, 7, 10 (1) en (2), 39 (1) (i) en (4) (b), 40 (1) (g) en (4) (b), 41 (1) (i) en (4) (b), 45 (3) (e), 65, 66 van Deel I, 67 (1) (a) en 68 (1) (b) van Deel II, met ingang van 28 April 1980 en vir die tydperk wat op 29 Oktober 1981 eindig, in die gebiede gespesifiseer in klausules 1 (1) (b) van Deel I en 67 (1) (b) van Deel II van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgevers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA  
Minister van Mannekragbenutting

#### BYLAE

#### NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, DURBAN

#### OOREENKOMS

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

Master Builders' and Allied Industries 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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## PART I

## A. ADMINISTRATIVE AND GENERAL

## 1. SCOPE OF APPLICATION

(1) The terms of Part I 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 Part I 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 foremen and general foremen;
  - (e) subject to the provisions of clause 68 of Part II of the Agreement, not apply to employers and employees who are subject to the provisions of Part II of the Agreement;
  - (f) apply in respect of any off-site workshop which is not registered with the Council in the manner prescribed in clause 74 of Part II of the Agreement.

Provided that the provisions of clauses 44 (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 the period ending 29 October 1981 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;

“apprentice” means an employee serving under a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1944, and shall exclude 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 of 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;

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## DEEL I

## A. ADMINISTRATIEF EN ALGEMEEN

## 1. TOEPASSINGSBESTEK

(1) Deel I van hierdie Ooreenkoms moet in die Bounywerheid nagekom word—

- (a) deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie of van enigen 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) (a), is Deel I van 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, 1951, of met voorwaardes wat daarkragtens voorgeskryf is, onbestaanbaar is nie;
  - (c) nie op klerke of op werknemers wat administratiewe pligte verrig of op 'n lid van die administratiewe personeel van toepassing nie;
  - (d) op voormanne en algemene voormanne van toepassing;
  - (e) behoudens klousule 68 van Deel II van die Ooreenkoms, nie van toepassing op werkgewers en werknemers wat onderworpe is aan Deel II van die Ooreenkoms nie;
  - (f) van toepassing op 'n werkwinkel buite die terrein wat nie op die wyse in klousule 74 van Deel II van die Ooreenkoms voorgeskryf by die Raad geregistreer is nie;

Met dien verstande dat klousules 44 (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 kragtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 29 Oktober 1981 eindig 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 uitsluitlik 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;

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

„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, hyshok 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 enigen van ondervermelde werksaamhede of almal beoefen:

- (1) Die bediening van 'n skuifbandskuurmasjien;
- (2) die lê van ongelaaide ruklipmure;
- (3) die lym en vassit van randstukke aan rakke en platbord wat in grootmaat in werkwinkels geproduseer is;
- (4) die vasspyker van Masonite-rugstukke aan toebehore;
- (5) die aanmekearspyker van laaie en vlak laaie (met inbegrip van bome) met 'n spykermasjien in die werkwinkel;
- (6) die bediening van 'n draagbare elektriese verdieper, tapmasjien, skaafmasjien of uitsnysaag volgens 'n setmaat;

- (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 site 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 stretch 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 self-flooding 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 louvres to frames and cutting and pinning glazing beads, all to stock joinery;
- (24) in respect only of low-cost mass housing schemes for Non-Whites where 25 or more houses are to be erected and where each house has a total floor area not exceeding 70 m<sup>2</sup> and where such mass housing scheme is financed out of public sector funds—
  - (a) laying of any walling unit;
  - (b) ruling down and trowelling of plastered surfaces;
  - (c) fixing of all wall tiles with paste onto plastered surfaces;
  - (d) fixing of ceiling sheets to brandering;
  - (e) applying final coats of paint under the periodic supervision of a craftsman;
  - (f) erecting and positioning pre-assembled shutter forms, including column boxes which are put together by means of jigs, wedges or clips;

“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 biax 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 work preparatory to painting by a craftsman.
- (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 textured coatings or similar materials or products;
- (8) all work preparatory to the application of textured coatings or similar materials or products;
- (9) laying of outdoor paving in broken slate, granite or stone and grouting in joints;
- (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;

- (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 volgens val, ondergrondse kabelleipype en ondergrondse watervoorsieningspype;
  - (10) die lê van vooraf gegiete grondgeute;
  - (11) die lê van vooraf gegiete betonblaaië, 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 selfstand- en gepende deurkosyne, vensterkosyne, vensterrame en deure, uitgesonderd gemaakte Z-plankdeure;
  - (23) die aanbring van skarniere, verstellers en vensterknippe met gebruikmaking van setmate, die aanbring van vensterrame en hortjies aan kosyne en die sny en vaspen van ruitkraallyste, almal aan voorraadskrynwerk;
  - (24) ten opsigte slegs van goedkoop massabehuisingskemas vir Nie-Blankes waar 25 of meer huise opgerig moet word en waar elke huis 'n totale vloeroppervlakte van hoogstens 70 m<sup>2</sup> het en waar sodanige massabehuisingskema uit fondse van die openbare sektor gefinansier word—
    - (a) muureenhede lê;
    - (b) gepleisterde oppervlakte afvlak en met 'n troffel afwerk;
    - (c) alle muurteëls met lym op 'n gepleisterde oppervlak vassit;
    - (d) plafonplate aan die latwerk vassit;
    - (e) finale verflae onder die periodieke toesig van 'n ambagsman aanbring;
    - (f) vooraf gemonteerde luikvorms oprig en in posisie plaas, met inbegrip van kolombekisting wat met setmate, wie of klemme aanmekaargesit is;
- „bou-assistent, klas II,” 'n werknemer wat onder toesig enigeen van ondervermelde werksaamhede of almal beoefen:
- (1) Die bediening van 'n skuur- en draaiskuurmasjien op vloere;
  - (2) die bediening van 'n mall- en biax- of dergelyke tipe draagbare draaiskyf, plaatsnymasjien, afwerk- en soortgelyke masjien;
  - (3) die vassit van dakteëls aan latte;
  - (4) by opknappingswerk—afstroop, blink vryf, opknop, en werk voordat dit deur 'n ambagsman geverf word;
  - (5) die aanwending van die eerste laag verf op staaloppervlakte wat in die fabriek 'n onderlaag toegedien is;
  - (6) die aanwending van muurlym, distemper en soortgelyke stowwe;
  - (7) die bespuiting van dakke met tekstuurlae of 'n soortgelyke materiaal of produk;
  - (8) alle voorbereidende werk vir die aanwending van tekstuurlae of 'n soortgelyke materiaal of produk;
  - (9) die lê van buitenshuise plaveisel met gebreekte leiklip, graniet of klip en bryvulling in voë;
  - (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 vooraf gegiete mangate in posisie;
  - (13) sweissoldering en sweiswerk in werkwinkels waar 'n setmaat 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) 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, subject to the provisions of any Demarcation Determination which has been made in terms of section 76 of the Act, and 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, 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 biax or similar type of portable spinner, flexible cutting, finishing and other stone working machinery other than stone polishing machinery, and sharpening of masons' tools, whether or not the fixing in the building or structure is done by the person making or preparing the article used;

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

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

*plastering*, which includes modelling, model-making, mould-

- (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-randaafwerkmasjiene, uitgesonderd die opstelling, verstelling, verwydering of vervanging van snylemme;

„Bounywerheid" of „Nywerheid", behoudens die bepalings van enige Afbakeningsvasstelling wat kragtens artikel 76 van die Wet gemaak is en sonder om die gewone betekenis van die uitdrukking enigins 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 klerke 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, -platblokke of -plate, teelwerk aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaïekwerk, voorwerk met leiklip, met marmer en met komposisiemateriaal, 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;

*beglasing*, 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;

*skrynwerk*, wat die volgende omvat: Die aanbring van alle houttoebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat die artikel wat gebruik word, gemaak of voorberei het die aanbringwerk in die gebou of bouwerk doen of nie, en omvat dit ook kombuisaste, kombuislaaikaste of ander kombuistoehore 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 uithangborde 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 vooraf gegiete klip of kunsklip of kunsmarmer, plaveiwerk, mosaïekwerk, voegstryking, muur- en vloerteelwerk, die bediening van 'n mall- en biax- 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 wat gebruik word gemaak of voorberei het die aanbringwerk in die gebou of bouwerk doen of nie;

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

*verfwerk*, wat die volgende omvat: Versierwerk, muurplakwerk, glasuurwerk, distemperwerk, wit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk, marmering, spuitverfwerk, letterskilderwerk en muurversiering;

*pleisterwerk*, wat die volgende omvat: Boetseerwerk, mo-

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 mill and biax or similar type of portable spinner, flexible cutting and finishing machine, precast or artificial stone work, wall and floor tiling, paving and mosaic work, metal lathing, acoustic spraying and all processes incidental to the completion of ceilings and walls, whether or not the fixing in the building or structure is done by the person making or preparing the 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 fixtures;

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

*steel construction*, which includes the fixing of all classes of steel or other metal columns, girders, steel joists 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 mill and biax or similar type of portable spinner, flexible cutting, finishing and polishing machine, shuttering and/or preparation of forms or moulds for concrete, whether or not the fixing in the building or structure is done by the person making or preparing the article used: Provided, however, that the laying of linoleum by a supplier whose main business is in the commercial distributive trade, shall be excluded from this definition when such laying is incidental to the sale of such linoleum and forms no part of the direct cost to the customer;

"cantilever or jib scaffold" means a working platform supported on cantilever or braced outrigger 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 Management 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 at 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; or
- (c) has obtained a Bachelor of Science (Building) degree at 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; or
- (d) has obtained a diploma as a civil engineering technician or a certificate as a construction supervisor;

"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;

delleerwerk, die maak van gietvorms, die aanbring van voorwerk in vorms vir stortsele, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleisterwerk, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n mall- en biax- of dergelyke tipe draagbare draaiskyf, buigsame sny- en afwerkmasjien, vooraf gegiet klip- of kunsklipwerk, muur- en vloerteëlwerk, plavei- en mosaïekwerk, metaalplaatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat die artikel wat gebruik word gemaak of voorberei het 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 wat gebruik word gemaak of voorberei het 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, vensterafskortings, uitstallaste, toonbanke, skerms en binnenshuise los en vaste toebehoere;

*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, -lêers, staalbalke of metaal in enige ander vorm, wat deel uitmaak van 'n gebou of bouwerk;

*houtwerk*, wat die volgende omvat: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerkmasjienwerk, draaiwerk, houtsnijwerk, die aanbring van gegolfe sinkplate, klank- en akoestiek materiaal, kurk- en asbesisolasie, houtbelatting, komposisieplafonne en -muurbedekking, 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 dergelyke tipe draagbare draaiskyf, buigsame sny-, afwerk- en poleermasjien, bekisting en/of die bereiding van vorms of gietvorms vir beton, afgesien daarvan of die persoon wat die artikel wat gebruik word gemaak of voorberei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat, as linoleum gelê word deur die verskaffer daarvan, wie se vernameste 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 Bestuurskomitee 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 aan ’n Suid-Afrikaanse universiteit behaal het, of ’n graad wat deur die Departement van Nasionale Opvoeding van die Republiek van Suid-Afrika erken word as gelykstaande met eersgenoemde graad; of
- (c) die graad Baccalaureus Scientiae (Bouwetenskap) aan ’n Suid-Afrikaanse universiteit behaal het of ’n graad wat deur die Departement van Nasionale Opvoeding van die Republiek van Suid-Afrika erken word as gelykstaande met eersgenoemde graad; of
- (d) ’n diploma as siviele ingenieur-tenikus of ’n sertifikaat as konstruksie-opsiener 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 werkplaas verrig word;



"contribution book" means the book issued by the Council to every 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;

"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; installation of pre-fabricated brick panel walls on site;

*floor and wall covering*, laying of wood and mosaic blocks, cork and rubber flooring, fixing and 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 drawings 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—

- the wife of a member;
- a child of a member;
- 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;

„hydraeboek" 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;

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

*Asfaltwerk*, toesig oor alle werksaamhede in verband met asfaltwerk;

*messelwerk*, merk en afmerk volgens planne; die lê van vooraf vervaardigde klipblokke, roosterblokke, sier- en bakstene, glasstene, dek- en druppelteëls, alle steenmesselhoeke, loodgietershoeke; rifvoegwerk; die installering van vooraf vervaardigde steenpaneelmure op die terrein;

*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;

*beglasing*, die meet van glas en soortgelyke materiaal en toesighouding oor alle werksaamhede 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; die 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 boor en moerdraad sny; finale vyl- en/of monterwerk verrig; die vassit van sierrmetaal- en gietwerk, metaalrame en -trappe; boumetaalwerk en uitgedrukte metaal;

*verfwerk*, verf, vernis en ander soortgelyke stowwe aan alle oppervlakke aanbring (uitgesonderd die verfwerksaamhede 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 gietvorms; die gereedmaak van voorbereidende bepalende gidspleisters; raping van stowwe aan oppervlakke; granolietwerk; gidspleisters vir vloere waarop 'n afdekking soos blokke en vinielvoerteëls, -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 volgens val;

*winkeluitrustingswerk*, alle werksaamhede wat onder winkelskrynwark ressorteer, asook die montering en installering van winkelfronte en winkel-, kantoor- en bankuitrusting;

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

*terreinskrynwark*, die maak, aanbring en afwerking van skrynwark 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 volgens die regte grootte, dog nie poleerwerk nie; masjiene opstel; klippe op daghalae vassit; afmerk; vassit van vooraf gegiet klip of kunsklip of marmar; gereedskap skerp maak;

*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;

*houtmasjiene*, 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 iemand wat hydra tot die Fonds in klousule 60 bedoel—

- die vrou van 'n lid;
- 'n kind van 'n lid;
- 'n ander persoon wat deur die Bestuurskomitee goedgekeur kan word op sodanige voorwaardes as wat die Komitee bepaal;

„drywer" 'n werknemer wat 'n motorvoertuig 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 vraag en alle tydperke wat hy verplig is om op sy pos te bly, gereed om te dryf;



„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;

„foreman” means an employee who—

- (a) is employed in a supervisory capacity, but who may also be doing the work of a craftsman; and/or
- (b) gives out work to other employees under his control and supervision; and/or
- (c) maintains discipline; and/or
- (d) is directly responsible to a general foreman or to his employer for efficiency and production on site;

„general foreman” means an employee who—

- (a) is employed in a supervisory capacity; and
- (b) is in charge of a contract or 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;

„inclement weather” means rain, strong winds or any other adverse weather conditions under which work cannot be carried out, or under which it would be dangerous for work to be carried out;

„labour-only contract” means a contract, agreement, arrangement or understanding in terms of which a person undertakes to do work for which he is to be paid only for the provision of his own labour and/or that of his employees, if any, on conditions other than those laid down in clause 30, and where such person is not responsible for the payment to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry, in respect of all the material to be used in the execution of such work;

„labour-only contractor” means a person other than an employer who is registered with the Council in accordance with the provisions of clause 15, who undertakes a labour-only contract;

„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, preconstructed 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;

„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 verrig kan word binne die gewone werkeure soos voorgeskryf in klousule 25 (1) 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 ander werk wat weens oorsake soos ’n brand, storm, oorstroming, ongeluk of gewelddaad, sonder versuim verrig moet word;

„voorman” ’n werknemer wat—

- (a) in ’n toesighoudende hoedanigheid werksaam is, maar wat ook die werk van ’n ambagsman kan doen; en/of
- (b) werk aan ander werknemers onder sy beheer en toesig uitdele; en/of
- (c) dissipline handhaaf; en/of
- (d) regstreeks aan ’n algemene voorman of aan sy werkgewer verantwoordelik is vir doeltreffendheid en produksie op die terrein;

„algemene voorman” ’n werknemer wat—

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

„algemene praktisyn” iemand wat ingevolge die Wet op Geneeshere, Tandartse en Aanvullende Gesondheidsdiensberoep, 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 bogronde se vrydraerstutte hang;

„uurloon” die werknemer se uurloon wat in hierdie Ooreenkoms voorgeskryf word;

„gure weer” reën, sterk winde of ander ongunstige weersomstandighede as gevolg waarvan daar nie gewerk kan word nie of waaronder dit gevaarlik sou wees om te werk;

„slegs-arbeid-kontrak” ’n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens iemand onderneem om werk te doen en vir dié werk betaal te word slegs vir die verskaffing van sy eie arbeid en/of dié van sy werknemers, as daar is, op ander voorwaardes as dié in klousule 30 bepaal, en waarvolgens hy nie aan die vervaardigers of handelaars wat in die gewone loop van sake materiaal aan die Bounywerheid lewer verantwoordelik is vir betaling ten opsigte van al die materiaal wat vir die uitvoering van die werk gebruik sal word nie;

„slegs-arbeid-kontrakteur” iemand wat ’n slegs-arbeid-kontrak onderneem, uitgesonderd ’n werkgewer wat ooreenkomstig klousule 15 by die Raad geregistreer is;

„arbeider graad I” ’n werknemer wat onder toesig enigeen van ondergenoemde werksaamhede of almal verrig:

- (1) Toesig hou oor arbeiders graad II wat beton meng, lê en afvlak;
- (2) ’n hystoestel, beton- of daghamenger of dergelike masjien bedien;
- (3) kalfaterwerk aan lasplekke in rioolpype;
- (4) toesig hou oor werknemers wat bekisting afbreek;
- (5) toesig hou oor werknemers wat steiers oprig;
- (6) ’n kragaangedrewe slypmasjien bedien en/of handvylwerk verrig;
- (7) hangsaie, klippoleermasjinerie en kompressors vir klipwerk bedien;
- (8) staalveerklemme aan aluminiumdekstroke vasheg;
- (9) gefinseerde of gewone of vianied-vynalastbeklede panele van spaanderbord, gips of asbesement in posisie plaas en die werende dekstroke 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) 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;
- (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 threading of piping and steel rods by hand or machine under supervision, excluding copper;
- (18) cutting scaffold poles or props by two-handed saw;
- (19) cutting dampcourse and placing in position;
- (20) cutting of toothings and indents for bonding brickwork;
- (21) cutting, 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, 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;

- (19) verf aan dakke, geute en geutpype aanbring;
  - (20) grondverflaag aan staalleërs 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 kraggereedskap 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 oppervlakke 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 set-maat bedien;
  - (36) metaal met 'n masjien buig en/of fatsoeneer;
  - (37) 'n krag-aangedrewe hyskraan, uitgesonderd 'n toringkraan, bedien;
  - (38) afdiglac aan skrynwerk aanbring;
- „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) agterstopverf vir beruiging aanbring en oortollige stopverf daarvan verwyder;
  - (4) ambagsmanne help deur die draad van houtoppervlakke te vul voordat sodanige houtoppervlakke met 'n lap gepoleer word;
  - (5) ambagsmanne help met die aanbring van warm lym aan tappe of houtoppervlakke voordat dit geklamp of 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) hangsac onder toesig bedien, help om klippe reg te sit en saaglemme aan te bring met die doel om met hangsac 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 met draad bind of vasbind, 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) gietvorms, werkbanke, werfpersele, gereedskap, ens. skoonmaak;
  - (15) teak of ander harde houtsoorte skoonmaak deur oplosmiddels en staalwol te gebruik;
  - (16) staalvensters en -deurklosyne 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) hoepeylster sny, buig en vashou;
  - (22) afvalmetaal met die hand opsnij;
  - (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 in handgevoerde houtwerkmasjiene in werkwinkels, uitgesonderd 'n spil, vlakslyper en sirkelsaag, voer;
  - (33) materiaal voer in houtwerkmasjiene met meganiese toevoer;



- (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 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;
- (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, including rubbing compounds, by hand, 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,

- (34) gate of duike in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvryf;
- (35) voë tussen steenwerk en betonbalke onder toesig opvul;
- (36) voë opvul en alle muurteëls skoonmaak, uitgesonderd voegwerk en voegvulling;
- (37) gietvorms 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 vas-sit;
- (40) kloue onder toesig aan staalvensters en -deurkosyne vas-sit;
- (41) sand, klip en sement afmeet;
- (42) muur- en vloerteëls pas maak;
- (43) onder toesig voë met bry vul en die agterkant van klip-werk opvul nadat dit gelê is;
- (44) eierkratwerk, binnerondings of akoestiese materiaal in die fabriek/werkwinkel in posisie plaas en vasheg in holtes wat deur rame gevorm word;
- (45) voorwerk in die fabriek/werkwinkel aan panele of rame vaslym en/of vasheg;
- (46) voë tussen stene en vloerteëls met bry vul en dit skoon-maak;
- (47) bekisting hys en in posisie plaas maar dit nie vassit nie;
- (48) staal onder toesig hys en in posisie plaas;
- (49) 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 betontriller bewerk;
- (52) los teëls sonder bedding op oppervlakke lê;
- (53) vulblokke by 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- en aflaai;
- (56) 'n kleeflaag aanbring ter voorbereiding vir die aanbring van 'n afwerklaag van mastikasfalt op alle vertikale en skuins oppervlakke;
- (57) onder toesig mastikasfalt in potte meng, vure stook, gemengde materiaal aandra na lêterrein, en skoonmaak;
- (58) asfaltmacadam meng, materiaal op lêterrein stort 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 uitlê 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 wat materiaal herhaaldelik in dieselfde lengtes volgens 'n setmaatstuiter 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 bouersuïtrusting aanbring;
- (67) roes en ketelsteen van yster- of staaloppervlakke verwyder;
- (68) los en geskilferde verf onder toesig van geute, geutpype 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 verflae 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 enigen van hierdie skoonmaak-prosesse, 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 vryfma-



slate, terra-cotta or similar surfaces with carborundum blocks or rubbing machines;

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

(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 putting 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 employees for whom wages are prescribed in clause 30 (1) (e), (f) and (h) wherever necessary, but not to perform the work of such 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 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 those 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 45, 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 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;

sjiene verwyder van klip, kunsklip, leiklip, terra-cotta of dergelike oppervlakke;

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

(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 be-  
werk;

(82) oppervlakke flodder voordat dit gepleister word;

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

(84) bekisting onder toesig afbreek;

(85) gietvorms opstel, bekisting afbreek en vorms van giet-  
stukke verwyder;

(86) gietsets in gietvorms vasstamp en gietvorms vul;

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

(88) timmerhout onder toesig met 'n preserveermiddel be-  
handel;

(89) dakpanne met draad vasbind;

(90) stene afwas;

(91) houtstutte onder toesig opkeil;

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

(93) werknemers vir wie lone in klousule 30 (1) (e), (f) en (h)  
voorgeskrif word, help wanneer nodig, sonder om die werk van  
sodanige werknemers 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 vrydraerstatu aan bogrondse vrydraerstatu  
hang;

„toesluitplek” ’n skuur, 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 behoor-  
lik van diefstaling voorsien is, en wat so gebou moet word dat  
dit groot genoeg is sodat die gereedskap of klere van werknem-  
ers 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 Hulpfonds 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 Bystandsfonds  
voorgeskrif;

„lid” enige persoon wat bydra tot die Fondse in klousules 59, 60, 61  
en 62 bedoel, ten einde bystand, soos in dié klousules vermeld,  
vir homself of vir sy afhanklikes te verkry;

„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) voorgeskrif;

„betaalweek” die tydperk van vyf agtereenvolgende werkdaze ten  
opsigte waarvan die besoldiging bereken word wat aan ’n werk-  
nemer betaal moet word op die wyse in klousule 45 voorgeskrif;

„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 moet word  
voordat die voorlaaste en/of laaste laag aangebring word;

„kortelingsteier” ’n steier wat gestut word deur ’n enkele ry staan-  
ders 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 bystand wat verleen kan word en betalings wat inge-  
volg ’n besluit van die bestuurskomitee verskuldig word;

„steier” ’n struktuur of raamwerk wat in verband met bou- of uitgra-  
wingswerk gebruik word om persone, uitrusting en materiaal in  
posisies bokant die grond te stut;

„ongetroude lid” iemand wat bydra tot die Fonds in klousule 60 be-  
doel, en wat geen afhanklikes het nie;

„spesialis” enige gekwalifiseerde persoon wat ingevolge die Wet op  
Geneesherre, Tandartse en Aanvullende Gesondheidsdiens-  
beroep, 1974 by die Suid-Afrikaanse Mediese en Tandheelkun-  
dige Raad as sodanig geregistreer is;

„klip” ook graniet, noriet, marmer, sandsteen, of enige natuurlike  
klipsoort wat gewoonlik by die oprigting van geboue, bouwerke  
en monumente gebruik word;

- "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 Artisans 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 craftsmen 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.

#### 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

- (1) 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.
- (2) The Council may, from time to time, prescribe any forms which may be required to be completed by employers and employees, in order to facilitate compliance with any of the provisions of this Agreement.
- (3) (a) An employer or an employee shall have the right to appeal to the Council against a decision of the Council or to a committee appointed by the Council against a decision of that committee and shall also have the right to appeal to the Council against a rejection by a committee of an appeal to that committee.
- (b) An appeal shall be made in writing to the Secretary within 14 days of the decision appealed against, or within such further period as the Council or committee may allow: Provided that an employer or employee who is unable to express himself easily in writing may have his appeal recorded in writing by the Secretary.
- (c) The decision of the Council shall be final and binding on the employer or the employee, and the Council shall not be obliged to give any reasons for any decision.

#### 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.

- „bouwerk” ook mure, grens-, tuin- en keurmure 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 bepalings van die Ooreenkoms, toesighouding deur ’n werkgewer of deur ’n werknemer vir wie lone in klousule 30 (1) (h) voorgeskryf word;
- „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 opleidingstydperk deurmaak ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951;
- „boksteier” ’n werkplatform wat gestut word deur bokke, trielere, drievoete en dergelike stutte;
- „onbelaste massa” die massa van ’n voertuig of sleepwa soos aangeteken in ’n lisensie of sertifikaat wat ’n lisensie-oowerheid 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 werkure 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 ambagsmanne in die Nywerheid uitgevoer word, en wat—
- (a) kragtens klousule 15 as ’n werkgewer geregistreer is of aan sodanige registrasie onderworpe is; of
  - (b) ’n vennoot is in ’n vennootskap wat kragtens klousule 15 as ’n werkgewer geregistreer is, of aan sodanige registrasie onderworpe is; of
  - (c) ’n direkteur is van ’n maatskappy wat kragtens klousule 15 as ’n werkgewer geregistreer is, of aan sodanige registrasie onderworpe is.

#### 4. VERTEENWOORDIGERS VAN VAKVERENIGINGS IN DIE RAAD

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

#### 5. ADMINISTRASIE VAN OOREENKOMS

- (1) Die Raad is die liggaam wat vir die administrasie van die Ooreenkoms verantwoordelik is, en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.
- (2) Die Raad kan van tyd tot tyd vorms voorskryf wat deur werkgewers en werknemers ingevul moet word ten einde die nakoming van hierdie Ooreenkoms te vergemaklik.
- (3) (a) ’n Werkgewer of ’n werknemer het die reg om by die Raad te appelleer teen ’n beslissing van die Raad of by ’n komitee deur die Raad aangestel teen ’n beslissing van dié komitee en het ook die reg om by die Raad te appelleer teen ’n verwerping deur ’n komitee van ’n appèl op dié komitee.
- (b) ’n Appèl moet binne 14 dae ná die beslissing waarteen geappelleer word skriftelik aan die Sekretaris gerig word, of binne sodanige verdere tydperk as wat die Raad of die komitee goedkeur: Met dien verstande dat ’n werkgewer of ’n werknemer wat homself nie maklik op skrif kan uitdruk nie sy appèl skriftelik deur die Sekretaris kan laat aanteken.
- (c) Die Raad se beslissing is finaal en bindend vir die werkgewer of die werknemer, en die Raad is nie verplig om redes vir ’n beslissing te verstrek nie.

#### 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 Vrystellingssertifikaat, onderteken deur die Voorsitter of die Sekretaris van die Raad, moet uitgereik word aan elke persoon aan wie vrystelling verleen word.
- (4) ’n Vrystellingssertifikaat 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. 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. Every 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 provision, 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.

## B. EMPLOYEES

## 10. ENGAGEMENT OF EMPLOYEES AND EMPLOYMENT OF MINORS

- (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) (h) 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.
- (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.
- (3) No person under the age of 15 years shall be employed in the Building Industry.
- (4) No payment shall be made to or be 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.

## 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 grondige rede het om te vermoed dat iemand 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 goedvind, 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, tydstate, registers of dokumente wat nodig is ten einde vas te stel of hierdie Ooreenkoms nagekom word, aan hom voorgelê word en om hulle te inspekteer, te ondersoek en afskrifte daarvan te maak.

(3) By die uitoefening van die bevoegdhede 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 bepalinge van hierdie Ooreenkoms afsien nie ongeag of genoemde bepalinge 'n voordeel skep vir of 'n verpligting plaas op die betrokke werkgewer of werknemer. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, wat onafhanklik is van die bestaan van ander bepalinge.

9. BEPALINGS IN OOREENKOMS WAT *ULTRA VIRES* IS

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

## B. WERKNEMERS

## 10. INDIENSNEMING VAN WERKNEMERS EN MINDERJARIGES

- (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) (h) lone 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) 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.
- (3) Geen persoon wat jonger as 15 jaar is, mag in die Bounywerheid in diens geneem word nie.
- (4) 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 op enige betalings aan 'n werkgewer deur die fonds wat in klousule 64 bedoel word nie.



## 11. EMPLOYMENT OF BUILDING ASSISTANTS, CLASS I

(1) No employee other than a craftsman, foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i) shall undertake any one or more of the operations mentioned in the definition of "building assistant, Class I", and no employer shall require or permit any employee, other than a craftsman, foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i) to perform any one or more of the operations mentioned in the definition of "building assistant, Class I," unless such employer has, in the manner prescribed in subclause (2)—

- (a) obtained a licence of exemption for such employee from the Council, permitting such employee to be employed as a building assistant, Class I; and
- (b) obtained written permission from the Council, authorising the employment of such employee as a building assistant, Class I.

(2) An application to employ a building assistant, Class I, shall be made by an employer in such form as may be determined by the Council from time to time, and such employer shall furnish such information in respect of such employee and other employees in his employ as may be required by the Council.

(3) The Council shall have the right to determine, from time to time, the ratio of craftsmen to building assistants, Class I, which any employer may be permitted to employ in each trade, and may refuse to grant any application made in accordance with the provisions of subclause (2), which would result in such ratios being exceeded.

(4) Except as otherwise provided in subclauses (5) and (6), a licence of exemption issued to an employee and the written permission granted to his employer in accordance with the provisions of this clause, shall remain valid in respect only of the period during which such employee is employed by that employer, and shall lapse when such employment is terminated.

(5) (a) A licence of exemption issued to an employee in terms of this clause shall be retained by him in his possession at all times whilst he is so employed, and such employee shall—

- (i) on being requested to do so by an agent, produce such licence of exemption to the agent;
- (ii) on being requested to do so by the Council, surrender such licence of exemption to the Council.

(b) The written permission granted to an employer in terms of this clause shall be retained by him in his possession at all times whilst the employee is so employed, and such employer shall—

- (i) on being requested to do so by an agent, produce such written permission to the agent;
- (ii) on being requested to do so by the Council, surrender such written permission to the Council.

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

## 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, 1944, for at least four consecutive years, having for not less than 80 percent of the 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).

## 11. INDIENSNEMING VAN BOU-ASSISTENTE, KLAS I

(1) Geen werknemer, uitgesonderd 'n ambagsman, voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in kousule 30 (1) (i) voorgeskryf word, mag een of meer van die werksaamhede onderneem wat in die omskrywing van „bou-assistent, klas I,” genoem word nie, en geen werkgewer mag van 'n werknemer, uitgesonderd 'n ambagsman, voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in kousule 30 (1) (i) voorgeskryf word, vereis of hom toelaat om een of meer van die werksaamhede te onderneem wat in die omskrywing van „bou-assistent, klas I,” genoem word nie, tensy sodanige werkgewer op die wyse in subkousule (2) voorgeskryf—

(a) 'n vrystellingsertifikaat vir sodanige werknemer van die Raad verkry het wat dié werknemer toelaat om as bou-assistent, klas I, in diens geneem te word; en

(b) van die Raad skriftelike toestemming verkry het om sodanige werknemer as 'n bou-assistent, klas I, in diens te neem.

(2) Aansoek om 'n bou-assistent, klas I, in diens te neem, moet deur 'n werkgewer in sodanige vorm gedoen word as wat die Raad van tyd tot tyd besluit, en so 'n werkgewer moet sodanige inligting ten opsigte van dié werknemer, en ander werknemers in sy diens, verskaf as wat die Raad vereis.

(3) Die Raad het die reg om van tyd tot tyd die getalsverhouding tussen ambagsmanne en bou-assistente, klas I, te bepaal wat 'n werkgewer in elke ambag in diens mag neem, en hy kan weier om 'n aansoek ooreenkomstig subkousule (2) ingedien, toe te staan wat daartoe kan lei dat dié getalsverhouding versteur word.

(4) Behoudens subkousules (5) en (6), bly 'n vrystellingsertifikaat wat aan 'n werknemer uitgereik word en die skriftelike toestemming wat ooreenkomstig hierdie kousule aan sy werkgewer toegestaan word, geldig ten opsigte van slegs die tydperk wat sodanige werknemer by dié werkgewer in diens is en verval dit wanneer dié diens verstryk.

(5) (a) 'n Werknemer aan wie 'n vrystellingsertifikaat ingevolge hierdie kousule uitgereik is moet dit altyd in sy besit hou terwyl hy aldus in diens is, en so 'n werknemer moet—

(i) as hy deur 'n agent daartoe versoek word, dié vrystellingsertifikaat aan die agent toon;

(ii) as hy deur die Raad daartoe versoek word, dié vrystellingsertifikaat aan die Raad afstaan.

(b) 'n Werkgewer aan wie 'n skriftelike verlofvorm ingevolge hierdie kousule toegestaan is, moet dit altyd in sy besit hou terwyl die werknemer aldus by hom in diens is, en so 'n werkgewer moet—

(i) as hy deur 'n agent daartoe versoek word, dié skriftelike verlofvorm aan die agent toon;

(ii) as hy deur die Raad daartoe versoek word, dié skriftelike verlofvorm aan die Raad afstaan.

(6) Die Raad het die bevoegdheid om 'n vrystellingsertifikaat of skriftelike verlofvorm wat ingevolge hierdie kousule uitgereik is, te wysig, te herroep of in te trek, en in so 'n geval is die Raad se beslissing finaal.

## 12. REGISTRASIE VAN AMBAGSMANNE

(1) (a) 'n Werknemer vir wie lone in kousule 30 (1) (h) van die Ooreenkoms voorgeskryf 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 Bounwyerheid, hetsy in die Durbanse gebied of elders, in engeen van die ambagte aangewys ingevolge die Wet op Vakleerlinge, 1944, en wat minstens 80 persent van dié tydperk deur middel van die seëlstelsel tot die Vakansie- of Bystandsfonds vir die Bounwyerheid bygedra het;

moet by 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 moet 'n registrasiesertifikaat uitreik aan 'n werknemer wat paragraaf (a) nakom.

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

(3) (a) Engeen wat nie binne die kategorieë val wat in subkousule (1) of (2) genoem word nie, moet, indien hy om 'n registrasiesertifikaat aansoek wil doen, dié dokumentêre of praktiese bewys aan die Raad voorlê wat die Raad nodig 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) 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) Notwithstanding anything to the contrary in this clause, no person who is by virtue of the Black Building Workers Act, 1951, prohibited from performing the operations set out in the definition of "craftsman" shall be registered as a craftsman, unless exemption has been granted by the Minister permitting of his employment on such work.

### 13. PROHIBITED EMPLOYMENT

- (1) (a) No employer shall require or permit any person, other than a registered labour-only contractor or craftsman, or a foreman, general foreman, apprentice, trainee, or employee for whom wages are prescribed in clause 30 (1) (i), to be employed on any one or more of the operations mentioned in the definition of "craftsman": Provided that, subject to the provisions of clause 11, a building assistant, Class I, may perform such operations to the extent set out in the definition of "building assistant, Class I".
- (b) No employer shall require or permit any person, other than a registered labour-only contractor or craftsman, or a foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i), to be employed on any one or more of the operations mentioned in the definition of "building assistant, Class I," unless such employer has been permitted by the Council, in the manner prescribed in clause 11, to employ such person to perform such operations.
- (2) (a) No person, other than a registered labour-only contractor or craftsman, or a foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i), shall be employed on any one or more of the operations mentioned in the definition of "craftsman": Provided that, subject to the provisions of clause 11, a building assistant, Class I, may perform such operations to the extent set out in the definition of "building assistant, Class I".
- (b) No person, other than a registered labour-only contractor or craftsman, or a foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i), shall be employed on any one or more of the operations mentioned in the definition of "building assistant, Class I," unless his employer has been permitted by the Council, in the manner prescribed in clause 11, to employ him to perform such operations.
- (3) No labour-only contractor, craftsman, foreman, general foreman, apprentice, trainee or employee for whom wages are prescribed in clause 30 (1) (i) who is employed on any site, workshop or premises where building work is being performed, shall allow any person, other than a registered labour-only contractor, craftsman, foreman, general foreman, apprentice or employee for whom wages are prescribed in clause 30 (1) (i) to perform any one or more of the operations mentioned in the definition of "craftsman" on such site, workshop or premises: Provided that, subject to the provisions of clause 11, a building assistant, Class I, may perform such operations to the extent set out in the definition of "building assistant, Class I".
- (4) For the purposes of this clause, "registered labour-only contractor" means a labour-only contractor who is in possession of a current certificate of registration issued to him in accordance with the provisions of clause 21, and "registered craftsman" means a craftsman who is in possession of either a certificate of registration as a craftsman issued to him in accordance with the provisions of clause 12 or a current licence of exemption issued to him in accordance with the provisions of clause 6.
- (5) Subject to the provisions of section 83 of the Act and notwith-

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

(5) Geen werkgever mag iemand 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 werkgever bewys van die Raad 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 langer as een maand vanaf die datum van sy aansoek by die Raad nie.

(6) Elke sertifikaat kragtens hierdie klousule uitgereik, 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, te herroep of in te trek, en in dié geval is die Raad se besluit finaal.

(8) Ondanks andersluidende bepalings in hierdie klousule, mag geen persoon wat uit hoofde van die Wet op Swart Bouwerkers, 1951, verbied word om die werksaamhede te verrig wat uiteengesit is in die omskrywing van „ambagsman” as 'n ambagsman geregistreer word nie, tensy vrystelling deur die Minister verleen is waarvolgens hy vir sodanige werk in diens geneem mag word.

### 13. VERBODE INDIENSNEMING

- (1) (a) Geen werkgever mag van 'n persoon, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur of ambagsman, of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskryf word, vereis of hom toelaat om vir een of meer van die werksaamhede in die omskrywing van „ambagsman” genoem in diens geneem te word nie: Met dien verstande dat, behoudens klousule 11, 'n bou-assistent, klas I, sodanige werksaamhede kan verrig in sover as wat in die omskrywing van „bou-assistent, klas I”, uiteengesit word.
- (b) Geen werkgever mag van 'n persoon, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur of ambagsman, of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskryf word, vereis of hom toelaat om vir een of meer van die werksaamhede in die omskrywing van „bou-assistent, klas I,” genoem in diens geneem te word nie, tensy sodanige werkgever op die wyse in klousule 11 voorgeskryf deur die Raad toegelaat is om sodanige persoon in diens te neem om sodanige werksaamhede te verrig.
- (2) (a) Niemand, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur of ambagsman, of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskryf word, mag vir een of meer van die werksaamhede in die omskrywing van „ambagsman” genoem in diens geneem word nie: Met dien verstande dat, behoudens klousule 11, 'n bou-assistent, klas I, sodanige werksaamhede kan verrig in sover as wat in die omskrywing van „bou-assistent, klas I,” uiteengesit word.
- (b) Niemand, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur of ambagsman, of 'n voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskryf word, mag vir een of meer van die werksaamhede in die omskrywing van „bou-assistent, klas I,” genoem in diens geneem word nie, tensy sy werkgever, op die wyse in klousule 11 voorgeskryf, deur die Raad toegelaat is om hom in diens te neem om sodanige werksaamhede te verrig.
- (3) Geen slegs-arbeid-kontrakteur, ambagsman, voorman, algemene voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskryf word wat in diens is op 'n terrein, werkwinkel of perseel waar bouwerk verrig word, mag 'n persoon, uitgesonderd 'n geregistreerde slegs-arbeid-kontrakteur, ambagsman, voorman, algemene voorman, vakleerling of werknemer vir wie lone in klousule 30 (1) (i) voorgeskryf word, toelaat om een of meer van die werksaamhede in die omskrywing van „ambagsman” genoem op sodanige terrein, werkwinkel of perseel te verrig nie: Met dien verstande dat, behoudens klousule 11, 'n bou-assistent, klas I, sodanige werksaamhede kan verrig vir sover as wat in die omskrywing van „bou-assistent, klas I,” uiteengesit word.
- (4) Vir die toepassing van hierdie klousule beteken „geregistreerde slegs-arbeid-kontrakteur” 'n slegs-arbeid-kontrakteur wat 'n geldige registrasiesertifikaat besit wat ooreenkomstig klousule 21 aan hom uitgereik is, en „geregistreerde ambagsman” 'n ambagsman wat of 'n registrasiesertifikaat as ambagsman besit wat ooreenkomstig klousule 12 aan hom uitgereik is of 'n geldige vrystellingsertifikaat wat ooreenkomstig klousule 6 aan hom uitgereik is.
- (5) Behoudens artikel 83 van die Wet en ondanks andersluidende



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

#### 14. TERMINATION OF EMPLOYMENT

(1) No notice of termination 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 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.

#### C. 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:

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

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

(3) A certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to every 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 guaran-

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 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.

#### 14. DIENSBEÏNDIGING

(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 om 'n regsgeldige rede te beëindig; 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 klousule 30 (1) (h) 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 kennisgewingstermyn 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.

#### C. 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;

- (a) Sy handelsnaam;
- (b) die name van die eienaar(s), vennote of direkteure;
- (c) sy besigheidsadres;
- (d) die ambag of ambagte wat hy beoefen;
- (e) die ligging van sy werkwinkel of, 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 wat nie reeds ingevolge 'n

tee with the Council in pursuance of a 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 every 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);
  - (d) where an employer has notified the Council, in writing, that he has ceased to operate in the Building Industry in the Durban area—
    - (i) the Council shall satisfy itself that such employer has ceased to so operate, and that there are no amounts outstanding which could be claimed by the Council in accordance with the provisions of subclause (4);
    - (ii) after the expiration of a period of 30 days from the date on which such notice is received, or such other period as may be determined by the Council, the Council shall refund to such employer any cash which was deposited with the Council by such employer pursuant to the provisions of this clause, or shall cancel any other document which was lodged by such employer with the Council in compliance with the provisions of this clause, as the case may be;
  - (e) where an employer has deposited cash with the Council pursuant to the provisions of this clause, and the Council has reason to believe that such employer has not been operating in the Building Industry in the Durban area for a period of at least six consecutive calendar months, the Council shall request such employer, by registered letter sent to his latest address on record with the Council, to confirm that he has ceased to so operate, and to apply for a refund of such cash deposit. If such employer fails to respond to such registered letter within a period of 60 days after the date on which the registered letter was sent to him, such cash deposit shall become forfeit and shall accrue to the general funds of the Council. The Council shall, however, consider any application for a refund of a forfeited cash deposit, and shall pay such deposit to the applicant on production by him of the necessary proof to substantiate his claim.
- (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 every 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 to 43 inclusive: Provided that the amount of any guarantee assessed in accordance with the provisions of this subclause shall be rounded up to the next highest multiple of R50: Provided further that the amount of any guarantee assessed in accordance with the provisions of this subclause shall not be less than R500.
- (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 R500.
- (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:

vorige ooreenkoms 'n waarborg by die Raad ingedien 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 het, 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 bepaal moet word op die wyse in subklousule (2) voorgeskryf;
  - (b) die bedrag van enige waarborg wat 'n werkgewer kragtens hierdie klousule by die Raad ingedien het, deur die Raad verhoog of verander kan word op die wyse in subklousule (3) voorgeskryf;
  - (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;
  - (d) as 'n werkgewer die Raad skriftelik in kennis gestel het dat hy opgehou het om in die Bounywerheid in die Durbanse gebied sake te doen—
    - (i) die Raad homself daarvan moet oortuig dat dié werkgewer wel aldus opgehou het om sake te doen en dat daar geen uitstaande bedrae is wat die Raad ooreenkomstig subklousule (4) kan opeis nie;
    - (ii) die Raad ná verloop van 'n tydperk van 30 dae vanaf die datum waarop sodanige kennisgewing ontvang is, of sodanige ander tydperk as wat die Raad bepaal, aan sodanige werkgewer die kontant moet terugbetaal wat dié werkgewer ingevolge hierdie klousule by die Raad gedeponeer het, of ander dokumente moet intrek wat dié werkgewer ooreenkomstig hierdie klousule by die Raad ingedien het, na gelang van die geval;
  - (e) as 'n werkgewer ooreenkomstig hierdie klousule kontant by die Raad gedeponeer het en die Raad rede het om te glo dat dié werkgewer vir 'n tydperk van minstens ses agtereenvolgende kalendermaande nie in die Bounywerheid in die Durbanse gebied sake gedoen het nie, die Raad dié werkgewer per geregi-streerde brief aan sy jongste adres wat by die Raad aangeteken is, moet versoek om te bevestig dat hy opgehou het om aldus sake te doen en om aansoek te doen om die terugbetaling van sodanige kontantdeposito. Indien dié werkgewer versuim om binne 'n tydperk van 60 dae ná die datum waarop die geregistreerde brief aan hom gestuur is daarop te antwoord, verbeur hy sodanige kontantdeposito en val dit aan die algemene fondse van die Raad toe. Die Raad moet egter 'n aansoek om die terugbetaling van 'n verbeurde kontantdeposito oorweeg en sodanige deposito aan die aansoeker terugbetaal as hy die nodige bewys lewer ter stawing van sy eis.
- (2) Die bedrag van enige waarborg wat kragtens hierdie klousule by die Raad ingedien moet word, moet bepaal word 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 in klousule 30 voorgeskryf;
  - (b) twee weke se aanvullende besoldiging en bydraes soos in klousules 39 tot en met 43 voorgeskryf: Met dien verstande dat die bedrag van enige waarborg wat ooreenkomstig hierdie subklousule bepaal word tot die volgende veelvoud van R50 afgerond word: Voorts met dien verstande dat die bedrag van enige waarborg wat ooreenkomstig hierdie subklousule bepaal word, minstens R500 moet wees.
- (3) (a) Indien 'n werkgewer die getal werknemers in sy diens te eniger tyd 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 R500 verminder mag word nie.
- (c) Geen vermeerdering of vermindering van die bedrag van 'n waarborg ingevolge paragrawe (a) en (b) mag met tussenposes van minder as ses maande vereis of toegelaat word nie.



(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 to 43 inclusive 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—

- (i) the total claim in respect of any one employee may exceed the calculated amounts and periods prescribed in subclause (2); and
- (ii) 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 typescript, 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.

#### 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 and 450 mm or a notice board approved by the Council showing clearly in letters not less than 50 mm in height and on material of a durable nature—

- (a) the name of such employer;
- (b) 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 every 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 (2).

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

### D. CONDITIONS RELATING TO CERTAIN CLASSES OF WORK

#### 21. LABOUR-ONLY CONTRACTS

- (1) *Registration of labour-only contractors.*—(a) No person shall operate as a labour-only contractor unless he has been issued with a certificate of registration in accordance with the provisions of this subclause.
- (b) Every person who, after the date of coming into operation of this Agreement, operates as a labour-only contractor, shall register with the Council as a labour-only contractor within seven days after commencing operations in such capacity, and shall furnish the Council with such particulars and documents as the Council may require.

(4) Die Raad is daarop geregtig om 'n waarborg wat 'n werkgewer kragtens hierdie klousule by hom indien, te gebruik om enige bedrag te betaal wat sodanige werkgewer kragtens klousules 39 tot en met 43 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—

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

(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 ooreenkomstig hierdie klousule by die Raad ingedien te gewees het.

#### 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, met 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 minstens drie jaar lank gehou word.

#### 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 is en gemaak is van materiaal van 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 werkdag 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 onmiddellik 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 is.

(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.

### D. VOORWAARDES BETREFFENDE SEKERE KLASSE WERK

#### 21. SLEGS-ARBEID-KONTRAKTE

(1) *Registrasie van slegs-arbeid-kontrakteurs.*—(a) Niemand mag as 'n slegs-arbeid-kontrakteur optree nie tensy 'n registrasiesertifikaat ooreenkomstig hierdie subklousule aan hom uitgereik is.

(b) Elkeen wat na die inwerkingtreding van hierdie Ooreenkoms as 'n slegs-arbeid-kontrakteur optree, moet binne sewe dae nadat hy in dié hoedanigheid met sy werksaamhede begin, as 'n slegs-arbeid-kontrakteur by die Raad registreer en aan die Raad sodanige besonderhede en dokumente verskaf as wat die Raad vereis.

- (c) No person shall be registered as a labour-only contractor unless he is in possession of a certificate of registration as a craftsman, issued to him by the Council in accordance with the provisions of clause 12.
- (d) (i) The Council shall issue a certificate of registration to a labour-only contractor who complies with the requirements of paragraphs (b) and (c).  
(ii) Except as otherwise provided in paragraphs (f) and (g) a certificate of registration issued to a labour-only contractor in accordance with the provisions of this paragraph, shall remain valid in respect only of the calendar year in which it is issued, and shall lapse on 31 December in the year of issue.
- (e) (i) Any person who operates as a labour-only contractor shall renew his registration with the Council not later than 15 January in each year, and the Council shall issue a current certificate of registration to him in respect of that year.  
(ii) The provisions of paragraph (d) (ii) shall *mutatis mutandis* apply to this paragraph.
- (f) A certificate of registration issued to a labour-only contractor in terms of this subclause shall be retained by him in his possession at all times whilst he is so operating, and such labour-only contractor shall—  
(i) on being requested to do so by an agent, produce such certificate of registration to the agent;  
(ii) on being requested to do so by an employer, produce such certificate of registration to the employer;  
(iii) on being requested to do so by the Council, surrender such certificate of registration to the Council.
- (g) The Council shall have the power to amend, revoke or withdraw a certificate of registration issued in terms of this subclause, and in such circumstances the Council's decision shall be final.
- (2) *Giving out of work by employers to labour-only contractors.*—(a) No employer shall give out work to a labour-only contractor unless such labour-only contractor is in possession of a current certificate of registration issued by the Council.  
(b) An employer who gives out work to a labour-only contractor shall, within seven days thereafter, submit the following information to the Council in such form as may be determined by the Council from time to time:  
(i) The name, address and Council registration number of such labour-only contractor;  
(ii) the address of the site on which such labour-only contractor will be employed;  
(iii) the date from which such labour-only contractor was employed.
- (c) Not later than the seventh day of every month, an employer who gives out work to labour-only contractors shall forward to the Secretary of the Council a statement showing, in such manner as the Council may prescribe, such particulars in respect of all labour-only contractors who were employed by him during the preceding month as may be required by the Council.
- (3) *Special conditions relating to labour-only contracts.*—(a) No person operating as a labour-only contractor shall be entitled to employ any person other than a labourer, and no labour-only contractor shall require or permit any person employed by him to undertake any work other than any one or more of the operations mentioned in the definitions of "labourer, Grade I" and/or "labourer, Grade II"; Provided that, except as otherwise provided in clause 43 (1) (b), a labour-only contractor shall comply with the provisions of this Agreement in respect of the employment by him of any such labourer, as if he were an employer.  
(b) Every person who is a partner in a partnership which is operating as a labour-only contractor, shall be required to register individually with the Council in the manner prescribed in subclause (1).  
(c) An employer who gives out work to a labour-only contractor, and a person who is operating as a labour-only contractor, shall comply with the provisions of clause 43.  
(d) An employer who is a member of the employers' organisation and who gives out work to a labour-only contractor, and a person who is operating as a labour-only contractor, shall comply with the provisions of clause 10 (1) as if such labour-only contractor were a craftsman.  
(e) An employer who gives out work to a labour-only contractor, and a person who is operating as a labour-only contractor, shall comply with the provisions of clauses 25, 26, 29 and 50 as if such labour-only contractor were a craftsman.
- (4) *Undertaking of contracts on a labour-only basis by employers.*—Notwithstanding anything to the contrary contained herein, the provisions of this clause shall not be construed to prohibit an employer who is registered with the Council in accordance with the provisions of clause 15, from undertaking a contract on a labour-only basis: Provided that, in the carrying out of a contract on a labour-only basis, such employer shall comply with all the provisions of the Agreement, and, in
- (c) Niemand mag as 'n slegs-arbeid-kontrakteur geregistreer word nie tensy hy 'n registrasiesertifikaat as ambagsman besit wat ooreenkomstig klousule 12 deur die Raad aan hom uitgereik is.
- (d) (i) Die Raad moet 'n registrasiesertifikaat aan 'n slegs-arbeid-kontrakteur uitreik wat aan die vereistes van paragrawe (b) en (c) voldoen.  
(ii) Behoudens paragrawe (f) en (g), bly 'n registrasiesertifikaat wat ooreenkomstig hierdie paragraaf aan 'n slegs-arbeid-kontrakteur uitgereik is geldig slegs ten opsigte van die kalenderjaar waarin dit uitgereik is en vervallend op 31 Desember van die jaar waarin dit uitgereik is.
- (e) (i) Elkeen wat as slegs-arbeid-kontrakteur optree, moet voor of op 15 Januarie in elke jaar sy registrasie by die Raad hernieu, en die Raad moet 'n geldige registrasiesertifikaat ten opsigte van dié jaar aan hom uitreik.  
(ii) Paragraaf (d) (ii) is *mutatis mutandis* op hierdie paragraaf van toepassing.
- (f) 'n Slegs-arbeid-kontrakteur moet 'n registrasiesertifikaat wat ooreenkomstig hierdie subklousule aan hom uitgereik is altyd in sy besit hou terwyl hy aldus optree en moet—  
(i) as hy deur 'n agent daartoe versoek word dié registrasiesertifikaat aan die agent toon;  
(ii) as hy deur 'n werkgever daartoe versoek word dié registrasiesertifikaat aan die werkgever toon;  
(iii) as hy deur die Raad daartoe versoek word dié registrasiesertifikaat aan die Raad gee.
- (g) Die Raad besit die bevoegdheid om 'n registrasiesertifikaat wat ingevolge hierdie subklousule uitgereik is, te wysig, te herroep of in te trek en in so 'n geval is die Raad se beslissing finaal.
- (2) *Die uitbesteding van werk aan slegs-arbeid-kontrakteurs deur werkgevers.*—(a) Geen werkgever mag werk aan 'n slegs-arbeid-kontrakteur uitbestee nie, tensy sodanige slegs-arbeid-kontrakteur 'n geldige registrasiesertifikaat besit wat deur die Raad uitgereik is.  
(b) 'n Werkgever wat werk aan 'n slegs-arbeid-kontrakteur uitbestee, moet binne sewe dae daarna die volgende inligting aan die Raad verstrek in die vorm wat die Raad van tyd tot tyd bepaal:  
(i) Die slegs-arbeid-kontrakteur se naam, adres en registrasienommer deur die Raad uitgereik;  
(ii) die adres van die terrein waarop dié slegs-arbeid-kontrakteur sal werk;  
(iii) die datum waarop dié slegs-arbeid-kontrakteur in diens geneem is.
- (c) Voor of op die sewende dag van elke maand moet 'n werkgever wat werk aan slegs-arbeid-kontrakteurs uitbestee aan die Sekretaris van die Raad 'n staat stuur waarop en op sodanige wyse as wat die Raad voorskryf dié besonderhede soos deur die Raad vereis van alle slegs-arbeid-kontrakteurs verskyn wat die vorige maand by hom in diens was.
- (3) *Spesiale voorwaardes met betrekking tot slegs-arbeid-kontrakte.*—(a) Niemand wat as 'n slegs-arbeid-kontrakteur optree, is daarop geregtig om iemand anders as 'n arbeider in diens te neem nie, en geen slegs-arbeid-kontrakteur mag van iemand in sy diens vereis of hom toelaat om enige werk te onderneem nie, uitgesonderd een of meer van die werksaamhede in die omskrywing van „arbeider graad I” en/of „arbeider graad II” genoem: Met dien verstande dat, behoudens klousule 43 (1) (b), 'n slegs-arbeid-kontrakteur moet voldoen aan die bepalinge van hierdie Ooreenkoms ten opsigte van die indiensneming deur hom van so 'n arbeider, asof hy 'n werkgever was.  
(b) Daar word van elkeen wat 'n vennoot is in 'n vennootskap wat as slegs-arbeid-kontrakteur optree, vereis om individueel by die Raad te registreer op die wyse in subklousule (1) voorgeskryf.  
(c) 'n Werkgever wat werk aan 'n slegs-arbeid-kontrakteur uitbestee en iemand wat as slegs-arbeid-kontrakteur optree, moet aan die bepalinge van klousule 43 voldoen.  
(d) 'n Werkgever wat lid is van die werkgeversorganisasie en wat werk aan 'n slegs-arbeid-kontrakteur uitbestee en iemand wat as slegs-arbeid-kontrakteur optree, moet aan die bepalinge van klousule 10 (1) voldoen asof so 'n slegs-arbeid-kontrakteur 'n ambagsman was.  
(e) 'n Werkgever wat werk aan 'n slegs-arbeid-kontrakteur uitgee en iemand wat as slegs-arbeid-kontrakteur optree, moet aan die bepalinge van klousules 25, 26, 29 en 50 voldoen asof so 'n slegs-arbeid-kontrakteur 'n ambagsman was.
- (4) *Werkgevers wat kontrakte op 'n slegs-arbeid-grondslag onderneem.*—Ondanks andersluidende bepalinge hierin, mag hierdie klousule nie so uitgeleë word dat dit 'n werkgever wat ooreenkomstig klousule 15 by die Raad geregistreer is, verbied om 'n kontrak op 'n slegs-arbeid-grondslag aan te gaan nie: Met dien verstande dat so 'n werkgever by die uitvoering van 'n kontrak op 'n slegs-arbeid-grondslag al die bepa-



particular, shall remunerate his employees in accordance with the provisions of clauses 30 and 39 to 43 inclusive.

(5) 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 which he would have had to pay and observing the conditions which he would have had to 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.

## 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.

## E. 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 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 45 hours in any one week or for more than nine hours on 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 on any one day without an uninterrupted interval of at least one hour.

lings van die Ooreenkoms moet nakom en in die besonder sy werknemers ooreenkomstig klousules 30 en 39 tot en met 43 moet besoldig.

(5) 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 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.

## 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, kan 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, kan 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid werk wat verrig of geproduseer is: Met dien verstande dat so 'n stelsel van besoldiging nie toelaatbaar is nie behalwe in die vorm van 'n aansporingskema waarvoor daar ooreengekom is soos in subklousules (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 kan kom.

(3) Die bepalings van so 'n aansporingskema en alle latere wysigings daarvan waarvoor die komitee ooreengekom het, moet op skrif gestel en onderteken word deur die lede van die komitee, en 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 ooreenkom 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 wooneenheid ('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.

## E. WERKURE

### 25. MAKSIMUM WERKURE

(1) *Gewone werkure.*—Behoudens klousules 26 en 27, mag 'n werkgewer nie van 'n werknemer vereis of hom toelaat om soos hieronder uiteengesit, te werk nie en mag geen werkende werkgewer 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 werkgewers, vakleerlinge, kwekelinge 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 45 uur in 'n bepaalde week of meer as nege 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) 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) during the holiday period 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) Save as provided in subclause (1), an employer shall not require or permit overtime to be worked except—

- (a) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12h00 on the business day on which such overtime is to be worked, or in the case of work to be performed on a Saturday or a Sunday, before 12h00 on the Thursday preceding. The applicant shall state—
  - (i) his name and address;
  - (ii) the nature of the work to be executed;
  - (iii) the place where, the date on which and the times when the work is to be commenced and completed;
  - (iv) the number and categories of employees involved;
  - (v) the reasons why the work 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 the work 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.

#### 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 LEAVE 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

(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 Bounwyerheid onderneem word, vra, onderneem of verrig nie—

- (a) buite die ure in subklousule (1) voorgeskryf;
- (b) op 'n Saterdag of 'n Sondag;
- (c) in of gedurende die vakansietydperk in klousule 29 (1) (a) voorgeskryf;
- (d) op of gedurende die openbare vakansiedae in klousule 29 (1) (b) voorgeskryf.

#### 26. OORTYDWERK

(1) Behoudens klousule 32, kan 'n werkgever 'n werknemer toelaat om hoogstens een uur daaglik van Maandag tot en met Vrydag oortyd te werk: Met dien verstande dat die werkgever die Raad vooraf skriftelik kennis gee 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) Behoudens subklousule (1), mag 'n werkgever nie vereis of toelaat dat daar oortyd gewerk word nie, behalwe—

- (a) met die toestemming van die Raad, waarom skriftelik aansoek by die Raad 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 aansoeker 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 werkgever van sy werknemers kan vereis of hulle kan toelaat om te werk op die Saterdag onmiddellik voor Hemelvaartsdag elke jaar in plaas van op die Vrydag wat onmiddellik op Hemelvaartsdag volg, en in dié geval is klousule 32 nie van toepassing nie, maar 'n werknemer moet vergoed word teen die loonskaal vir sy klas in klousule 30 (1) voorgeskryf.

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

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

#### 27. SKOFWERK

(1) 'n Werkgever kan 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) Voordat 'n werkgever werknemers in diens neem om twee of meer skofte te werk, moet hy 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, kan 'n werkgever 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 werkgever van sy werk afwesig is.

#### 29. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

Tensy die skriftelike toestemming van die Raad vooraf verkry is, mag geen werkgever van 'n werknemer vereis of hom toelaat om werk in



employee and no working employer shall undertake or perform work in the Building Industry—

- (a) during the period (hereinafter referred to as the "holiday period") between finishing time on Friday, 12 December 1980, and starting time on Monday, 5 January 1981;
  - (b) on Good Friday, Easter Monday, Ascension Day, Republic Day, Settler's Day, Kruger Day, 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) (b).
- (2) Subject to the provisions of clauses 57 (5) and 58 (5), Day of the Covenant, Christmas Day and New Year's Day shall be paid holidays.

## F. 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                                                                                                                                           | From<br>24/4/80<br>to<br>29/10/80              | From<br>30/10/80<br>to<br>29/4/81 | From<br>30/4/81 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------|-----------------|
|                                                                                                                                                                | Per hour                                       | Per hour                          | Per hour        |
| (a) Labourer, Grade II—                                                                                                                                        | c                                              | c                                 | c               |
| (i) not on construction work .....                                                                                                                             | 67                                             | 70                                | 74              |
| (ii) on construction work .....                                                                                                                                | 68                                             | 71                                | 75              |
| (b) Labourer, Grade I—                                                                                                                                         |                                                |                                   |                 |
| (i) not on construction work .....                                                                                                                             | 72                                             | 76                                | 80              |
| (ii) on construction work .....                                                                                                                                | 73                                             | 77                                | 81              |
| (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 .....                                                                                                                         | 81                                             | 85                                | 90              |
| (ii) over 1 815 kg and up to and including 3 175 kg .....                                                                                                      | 93                                             | 98                                | 103             |
| (iii) over 3 175 kg and up to and including 3 850 kg .....                                                                                                     | 103                                            | 108                               | 114             |
| (iv) over 3 850 kg .....                                                                                                                                       | 121                                            | 127                               | 134             |
| (d) Operator of a power-driven tower crane                                                                                                                     | 125                                            | 131                               | 138             |
| (e) Building assistant, Class II—                                                                                                                              |                                                |                                   |                 |
| (i) not on construction work .....                                                                                                                             | 103                                            | 108                               | 114             |
| (ii) on construction work .....                                                                                                                                | 104                                            | 109                               | 115             |
| (f) Building assistant, Class I—                                                                                                                               |                                                |                                   |                 |
| (i) not on construction work .....                                                                                                                             | 124                                            | 130                               | 137             |
| (ii) on construction work .....                                                                                                                                | 125                                            | 131                               | 138             |
|                                                                                                                                                                | Per day<br>R                                   | Per day<br>R                      | Per day<br>R    |
| (g) Employees engaged on patrolling premises and guarding property .....                                                                                       | 6,12                                           | 6,39                              | 6,75            |
|                                                                                                                                                                | Per hour<br>R                                  | Per hour<br>R                     | Per hour<br>R   |
| (h) Craftsmen and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices                                          | 2,81                                           | 2,95                              | 3,11            |
| (i) Employees employed during the probationary period allowed under the Apprenticeship Act, 1944 .....                                                         | The rate laid down for first-year apprentices. |                                   |                 |
| (j) Foremen and general foremen .....                                                                                                                          | The rate laid down for craftsmen.              |                                   |                 |

(2) Subject to the provisions of subclause (3), in addition to the wages prescribed for employees in subclause (1) (a) to (g) inclusive, 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, the attendance allowance prescribed hereunder:

die Bounywerheid te verrig nie en mag geen werknemer en geen werkende werkgewer sodanige werk onderneem of verrig nie—

- (a) gedurende die tydperk (hieronder die „vakansietydperk” genoem) tussen uitskeityd op Vrydag, 12 Desember 1980, en aanvangstyd op Maandag, 5 Januarie 1981;
  - (b) op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Gelofte dag, Kersdag en Nuwejaarsdag;
  - (c) op die Vrydag wat onmiddellik op Hemelvaartsdag volg, indien die werknemer ingevolge die voorbehoudsbepaling van klousule 26 (2) (b) op die Saterdag voor Hemelvaartsdag gewerk het.
- (2) Behoudens klousules 57 (5) en 58 (5), is Gelofte dag, Kersdag en Nuwejaarsdag vakansiedae met besoldiging.

## F. BESOLDIGING

### 30. MINIMUM LOONSKALE

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

| Klas werknemer                                                                                                                                                                                          | Vanaf<br>24/4/80<br>tot<br>29/10/80                               | Vanaf<br>30/10/80<br>tot<br>29/4/81 | Vanaf<br>30/4/81 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------|------------------|
|                                                                                                                                                                                                         | Per uur                                                           | Per uur                             | Per uur          |
| (a) Arbeider graad II—                                                                                                                                                                                  | c                                                                 | c                                   | c                |
| (i) nie op bouwerk nie .....                                                                                                                                                                            | 67                                                                | 70                                  | 74               |
| (ii) op bouwerk .....                                                                                                                                                                                   | 68                                                                | 71                                  | 75               |
| (b) Arbeider graad I—                                                                                                                                                                                   |                                                                   |                                     |                  |
| (i) nie op bouwerk nie .....                                                                                                                                                                            | 72                                                                | 76                                  | 80               |
| (ii) op bouwerk .....                                                                                                                                                                                   | 73                                                                | 77                                  | 81               |
| (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 .....                                                                                                                                                                        | 81                                                                | 85                                  | 90               |
| (ii) meer as 1 815 kg tot en met 3 175 kg is .....                                                                                                                                                      | 93                                                                | 98                                  | 103              |
| (iii) meer as 3 175 kg tot en met 3 850 kg is .....                                                                                                                                                     | 103                                                               | 103                                 | 114              |
| (iv) meer as 3 850 kg is .....                                                                                                                                                                          | 121                                                               | 127                                 | 134              |
| (d) Bediener van 'n kragaangedrewe toringkraan .....                                                                                                                                                    | 125                                                               | 131                                 | 138              |
| (e) Bou-assistent klas II—                                                                                                                                                                              |                                                                   |                                     |                  |
| (i) nie op bouwerk nie .....                                                                                                                                                                            | 103                                                               | 108                                 | 114              |
| (ii) op bouwerk .....                                                                                                                                                                                   | 104                                                               | 109                                 | 115              |
| (f) Bou-assistent klas I—                                                                                                                                                                               |                                                                   |                                     |                  |
| (i) nie op bouwerk nie .....                                                                                                                                                                            | 124                                                               | 130                                 | 137              |
| (ii) op bouwerk .....                                                                                                                                                                                   | 125                                                               | 131                                 | 138              |
|                                                                                                                                                                                                         | Per dag<br>R                                                      | Per dag<br>R                        | Per dag<br>R     |
| (g) Werknemers wat persele patroleer en eiendomme bewaak .....                                                                                                                                          | 6,12                                                              | 6,39                                | 6,75             |
|                                                                                                                                                                                                         | Per uur<br>R                                                      | Per uur<br>R                        | Per uur<br>R     |
| (h) Ambagsmanne en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge .....                                                            | 2,81                                                              | 2,95                                | 3,11             |
| (i) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word ..                                                                                 | Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word |                                     |                  |
| (j) Voormanne en algemene voormanne ....                                                                                                                                                                | Die loon wat vir ambagsmanne voorgeskryf word                     |                                     |                  |

(2) Behoudens subklousule (3), moet 'n werkgewer aan 'n werknemer wat hom op die gewone aanvangstye op elk van die werkdag in 'n betaalweek vir diens aangemeld het, benewens die lone vir werknemers in subklousule (1) (a) tot en met (g) voorgeskryf, die bywoningstoelae betaal wat hieronder voorgeskryf word:

| Category of employee                                                                                                                                             | Attendance allowance<br>Per week<br>R |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| (a) Labourer, Grade II—                                                                                                                                          |                                       |
| (i) not on construction work.....                                                                                                                                | 3,29                                  |
| (ii) on construction work.....                                                                                                                                   | 3,29                                  |
| (b) Labourer, Grade I—                                                                                                                                           |                                       |
| (i) not on construction work.....                                                                                                                                | 3,29                                  |
| (ii) on construction work.....                                                                                                                                   | 3,29                                  |
| (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 .....                                                                                                                           | 1,29                                  |
| (ii) over 1 815 kg and up to and including 3 175 kg ..                                                                                                           | 1,29                                  |
| (iii) over 3 175 kg and up to and including 3 850 kg ..                                                                                                          | 1,29                                  |
| (iv) over 3 850 kg.....                                                                                                                                          | 1,29                                  |
| (d) Operator of a power-driven tower crane.....                                                                                                                  | 1,29                                  |
| (e) Building assistant, Class II—                                                                                                                                |                                       |
| (i) not on construction work.....                                                                                                                                | 1,29                                  |
| (ii) on construction work.....                                                                                                                                   | 1,29                                  |
| (f) Building assistant, Class I—                                                                                                                                 |                                       |
| (i) not on construction work.....                                                                                                                                | 1,29                                  |
| (ii) on construction work.....                                                                                                                                   | 1,29                                  |
| (g) Employees engaged on patrolling premises and guarding property.....                                                                                          | 1,29                                  |

(3) For the purposes of subclause (2), the expression "employment" shall be deemed to include—

- any public holiday prescribed in clause 29 (1) (b) where an employee has presented himself for employment on the working day before and the working day after the public holiday;
- any time lost due to inclement weather in terms of clauses 28 (1) and 34 (1) where an employee has presented himself for employment but is required by his employer not to work because of inclement weather.

(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 partolling 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:

- Apprentices and employees employed during the probationary period allowed under the Apprenticeship Act, 1944.*—One and one tenth times his hourly wage.
- Employees for whom wages are prescribed in clause 30 (1) (h).*—One and one fifth times his hourly wage.
- Employees for whom wages are prescribed in clause 30 (1) (a) to (f) inclusive.*—One and a half times his hourly wage.

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

- in excess of one hour overtime daily between Monday and Friday, inclusive;
- on Saturday prior to 17h00: One and a half times his hourly wage.

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

- after 17h00 on Saturday;
- on Sunday and until 07h30 on Monday;
- on the public holidays prescribed in clause 29 (1) (b);
- during the holiday period mentioned in clause 29 (1) (a): One and two third 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.

| Klas werknemer                                                                                                                                                                                         | Bywonings-toelae<br>Per week<br>R |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| (a) Arbeider graad II—                                                                                                                                                                                 |                                   |
| (i) nie op bouwerk nie .....                                                                                                                                                                           | 3,29                              |
| (ii) op bouwerk .....                                                                                                                                                                                  | 3,29                              |
| (b) Arbeider graad I—                                                                                                                                                                                  |                                   |
| (i) nie op bouwerk nie .....                                                                                                                                                                           | 3,29                              |
| (ii) op bouwerk .....                                                                                                                                                                                  | 3,29                              |
| (c) Drywer van 'n meganies 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 .....                                                                                                                                                                       | 1,29                              |
| (ii) meer as 1 815 kg tot en met 3 175 kg is.....                                                                                                                                                      | 1,29                              |
| (iii) meer as 3 175 kg tot en met 3 850 kg is.....                                                                                                                                                     | 1,29                              |
| (iv) meer as 3 850 kg is.....                                                                                                                                                                          | 1,29                              |
| (d) Bediener van 'n kragaangedrewe toringkraan .....                                                                                                                                                   | 1,29                              |
| (e) Bou-assistent klas II—                                                                                                                                                                             |                                   |
| (i) nie op bouwerk nie .....                                                                                                                                                                           | 1,29                              |
| (ii) op bouwerk .....                                                                                                                                                                                  | 1,29                              |
| (f) Bou-assistent klas I—                                                                                                                                                                              |                                   |
| (i) nie op bouwerk nie .....                                                                                                                                                                           | 1,29                              |
| (ii) op bouwerk .....                                                                                                                                                                                  | 1,29                              |
| (g) Werknemers wat persele patroleer en eiendomme bewaak.....                                                                                                                                          | 1,29                              |

(3) Vir die toepassing van subklousule (2) word die uitdrukking „diens” geag die volgende in te sluit:

- Enige openbare vakansiedag in klousule 29 (1) (b) voorgeskryf waar 'n werknemer homself vir diens aangemeld het op die werkdag voor en die werkdag na die openbare vakansiedag;
- tyd verloor vanweë gure weer ooreenkomstig klousules 28 (1) en 34 (1) waar 'n werknemer homself vir diens aangemeld het maar deur die werkgever versoek word om nie te werk nie weens die gure weer.

(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 dieselfde klas werk by dieselfde werkgever in diens is.

### 31. DIFFERENSIËLE LOONSKALE

'n Werknemer wat op 'n bepaalde dag 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 patroleer en eiendom bewaak, moet 'n werknemer van wie vereis word of wat toegelaat word om te eniger tyd te werk buite die ure in klousule 25 (1) voorgeskryf soos volg betaal word:

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

- Vakleerlinge en werknemers wat in diens geneem word gedurende die proeftydperk toegelaat kragtens die Wet op Vakleerlinge, 1944.*—Een en 'n tiende maal hul uurloon.
- Werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word.*—Een en 'n vyfde maal hul uurloon.
- Werknemers vir wie lone in klousule 30 (1) (a) tot en met (f) voorgeskryf word.*—Een en 'n half maal hul uurloon.

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

- Langer as een uur oortyd daaglik van Maandag tot en met Vrydag;
- op Saterdag voor 17h00:

Een en 'n half maal hul uurloon.

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

- Na 17h00 op Saterdag;
- op Sondag en tot 07h30 op Maandag;
- op die openbare vakansiedae in klousule 29 (1) (b) voorgeskryf;
- gedurende die vakansietydperk in klousule 29 (1) (a) genoem: Een en twee derdes maal hul uurloon.

### 33. BETALING VIR SKOFWERK

Waar 'n skof wat deur 'n werknemer ooreenkomstig klousule 27 gewerk word, buite die aanvangs- en uitskeiye val soos in klousule 25 (1) voorgeskryf 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. PAYMENT FOR SUSPENSION OF EMPLOYMENT AND INCLEMENT WEATHER

- (1) (a) Subject to the provisions of subclauses (2) and (3), where an employee's employment has been temporarily suspended in accordance with the provisions of clause 28 (1) for reasons other than inclement weather, an employer shall pay to such employee 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 the first 15 consecutive working days of such period of suspension: Provided that the provisions of this paragraph shall not apply to an employee who has been suspended from work because 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).
- (c) No payment shall be made to an employee in accordance with the provisions of paragraph (a) unless such employee has presented himself at his normal place of employment at the normal starting time on each of the first 15 working days during such period of suspension.
- (2) *Payment of inclement weather benefits to craftsmen.*—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).
- (3) *Payment to other employees for time lost due to inclement weather.*—(a) Subject to the provisions of paragraph (b), where an employee for whom wages are prescribed in clause 30 (1) (a) to (g), inclusive, has been suspended from employment in accordance with the provisions of clause 28 (1) because of inclement weather, an employer shall pay to such employee either—
- (i) the wages to which such employee is entitled in respect of the number of ordinary hours, if any, worked by him on the day on which his employment was suspended because of inclement weather; or
  - (ii) an amount equivalent to the wages which he would have received if he had worked for four hours;
- whichever amount is the greater, in respect of each day on which his employment is suspended because of inclement weather.
- (b) No payment shall be made to an employee in accordance with the provisions of paragraph (a) unless such employee has presented himself at his normal place of employment at the normal starting time on each day in respect of which his employment is suspended because of inclement weather: Provided that, where an employee is authorised by his employer or by his employer's duly appointed foreman or other agent to leave the job because it is apparent that no work will be able to be carried out because of the inclement weather, such employee shall not be disqualified from receiving the payments prescribed in paragraph (a) if he then leaves the job.

## 35. PAYMENT FOR DANGEROUS WORK

- (1) 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—
- (a) classified as dangerous in any statute, provincial ordinance, municipal by-laws or in any regulations relating to the Building Industry and operative in any area in which such work is performed;
  - (b) performed at a height of more than 9 m from ground level on or from a swinging scaffold, boatswain's chair, or on a roof or extension ladder, on a building or structure (other than a new building or structure in course of erection) in connection with the renovation, alteration, repair or maintenance of such building or structure;
  - (c) performed on an independent chimney or steel stack at a height of more than 9 m from ground level;
  - (d) performed in old sewers.

## 36. HOLIDAY PAY—ALL EMPLOYEES

- (1) *Employees for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive.*—Subject to the provisions of clause 40 (6), 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) (d), pay to the said employees the amount 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).*—Subject to the provisions of clause 39 (6), in addition to any remuneration

## 34. BETALING VIR OPSKORTING VAN DIENS EN GURE WEER

- (1) (a) Behoudens subklousules (2) en (3), moet 'n werkgewer aan 'n werknemer wie se diens ooreenkomstig klousule 28 (1) tydelik opgeskort is om ander redes as gure weer 'n bedrag betaal wat gelyk is aan die loon en toelaes wat sodanige werknemer sou ontvang het as hy al die gewone werkure gedurende die eerste 15 agtereenvolgende werkdae van sodanige opskortingstydperk gewerk het: Met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n werknemer wie se diens opgeskort word omdat die vordering daarvan onderbreek is deur 'n natuurkrag of *vis major*, brand, onluste, burgerlike oproer,staking, ontploffing en/of soortgelyke noodtoestand buite die beheer van die werkgewer.
- (b) 'n Werkgewer mag geen bedrag van 'n werknemer se loon aftrek vir afwesigheid soos in klousule 28 (2) bedoel nie.
- (c) Geen betaling moet ooreenkomstig paragraaf (a) aan 'n werknemer geskied nie, tensy sodanige werknemer hom op elkeen van die eerste 15 dae gedurende sodanige opskortingstydperk op die gewone aanvangstyd by sy gewone werkplek aangemeld het.
- (2) *Betaling aan ambagsmanne van bystand weens gure weer.*—Werkgewers moet, ooreenkomstig die reëls van die Bystandsfonds soos in klousule 59 (6) bedoel, bystand weens gure weer betaal aan werknemers vir wie lone in klousule 30 (1) (h) voorgeskryf word.
- (3) *Betaling aan ander werknemers vir tyd verloor weens gure weer.*—
- (a) As die diens van 'n werknemer vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskryf word weens gure weer ooreenkomstig klousule 28 (1) opgeskort word, moet 'n werkgewer aan sodanige werknemer, behoudens paragraaf (b), of—
  - (i) die loon betaal waarop sodanige werknemer geregtig is ten opsigte van die getal gewone ure, as daar is, wat hy gewerk het op die dag toe sy diens weens gure weer opgeskort is; of
  - (ii) 'n bedrag betaal gelyk aan die loon wat hy sou ontvang het indien hy vier uur gewerk het;
- en wel die grootste bedrag, ten opsigte van elke dag waarop sy diens weens gure weer opgeskort is.
- (b) Geen betaling moet ooreenkomstig paragraaf (a) aan 'n werknemer geskied nie tensy sodanige werknemer hom op elke dag ten opsigte waarvan sy diens weens gure weer opgeskort is op die gewone aanvangstyd by sy gewone werkplek aangemeld het: Met dien verstande dat as 'n werknemer deur sy werkgewer of dié werkgewer se behoorlik aangestelde voorman of ander agent gemagtig word om die werk te verlaat omdat dit duidelik is dat daar weens die gure weer geen werk verrig sal kan word nie, hy nie onbevoeg geag mag word om die betaling in paragraaf (a) voorgeskryf, te ontvang as hy dan sy werk verlaat nie.

## 35. BETALING VIR GEVAARLIKE WERK

- (1) 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” werk—
- (a) wat as gevaarlik geklassifiseer word in 'n wet, provinsiale ordonansie, munisipale verordening of in 'n regulasie betreffende die Bounywerheid wat van krag is in 'n gebied waarin sodanige werk verrig word;
  - (b) 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;
  - (c) wat aan 'n vrystaande skoorsteen of staalbundel verrig word op 'n hoogte van meer as 9 m van die grond af;
  - (d) 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.*—Behoudens klousule 40 (6), en benewens besoldiging waarop werknemers kragtens hierdie Ooreenkoms geregtig mag wees, moet 'n werkgewer aan genoemde werknemers, slegs vir die ure gewerk binne die tyd in klousule 25 (1) (d) voorgeskryf, ook die bedrag betaal wat in klousule 40 (3) (a) voorgeskryf word: 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.*—Behoudens klousule 39 (6), en benewens besoldiging waarop

ation 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.

(3) *Employees employed during the probationary period allowed under the Apprenticeship Act, 1944, and for whom wages are prescribed in clause 30 (1) (i).*—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 which falls on an ordinary working day, the wages which a minor would have earned on an ordinary working day; such amount to be paid on the pay-day following the public holiday concerned: Provided that no payment shall be made to a minor in terms of this paragraph unless such minor worked on the working days immediately before and after the public holiday concerned.

(b) *Day of the Covenant and holiday period:* The wages which a 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.

(4) *Apprentices.*—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 which falls on an ordinary working day, the wages which an apprentice would have earned on an ordinary working day, such amount to be paid on the pay-day following the public holiday concerned: Provided that no payment shall be made to an apprentice in terms of this paragraph unless such apprentice worked on the working days immediately before and after the public holiday concerned.

(b) *Day of the Covenant and holiday period.*—(i) Subject to the provisions of subparagraph (ii) and clause 39 (6), read with clause 41 (6), in respect only of hours worked within the times prescribed in clause 25 (1) (c), the amounts prescribed in clause 41 (3) (a): Provided that the method and time of payment shall be as provided in clauses 41 and 57;

(ii) in respect only of an apprentice who has not completed 12 months of service at the commencement of the holiday period prescribed in clause 29 (1) (a), the difference between the wages which such apprentice would have earned if he had worked for his employer during the holiday period prescribed in clause 29 (1) (a), and the amount, if any, due to him in accordance with the provisions of subparagraph (i): Provided that such amount shall be paid to him on the last pay-day prior to the commencement of the holiday period.

(5) *Foremen and general foremen.*—In addition to any remuneration to which a foreman or general foreman may be entitled in terms of this Agreement, an employer shall pay to the said employees the amounts specified as hereunder:

(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 which falls on an ordinary working day, the wages which a foreman or general foreman 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:* Subject to the provisions of clauses 39 (6) and 42 (5), in respect only of hours worked within the times prescribed in clause 25 (1) (c), the amounts prescribed in clause 39 (3) (a) or 42 (3) (a), as the case may be: Provided that the method and time of payment shall be as provided in clauses 39, 42 and 57.

### 37. SICK PAY—CRAFTSMEN AND APPRENTICES

Sickness and Accident Benefits shall be paid by the Benefit Fund to apprentices and 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

werknemer kragtens hierdie Ooreenkoms geregtig mag wees, moet 'n werkgewer aan genoemde werknemers, slegs vir die ure gewerk binne die tye in klousule 25 (1) (c) voorgeskryf, ook die bedrag betaal wat in klousule 39 (3) (a) voorgeskryf word: Met dien verstande dat die tyd en wyse van betaling moet wees soos in klousules 39 en 57 bepaal.

(3) *Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word en vir wie lone in klousule 30 (1) (i) voorgeskryf word.*—Benewens 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 wat op 'n gewone werkdag val, die loon wat 'n minderjarige op 'n gewone werkdag sou verdien het; en sodanige bedrag moet op die eerste betaaldag na die betrokke openbare vakansiedag betaal word: Met dien verstande dat geen betaling ingevolge hierdie paragraaf aan 'n minderjarige moet geskied nie tensy sodanige minderjarige op die werkdag onmiddellik voor en ná die betrokke openbare vakansiedag gewerk het.

(b) *Gelofte-dag en vakansietydperk:* Die loon wat '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.

(4) *Vakleerlinge.*—Benewens 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 wat op 'n gewone werkdag val, die loon wat 'n vakleerling op 'n gewone werkdag sou verdien het, en sodanige bedrag moet betaal word op die betaaldag wat op die betrokke openbare vakansiedag volg: Met dien verstande dat geen betaling ingevolge hierdie paragraaf aan 'n vakleerling moet geskied nie tensy sodanige vakleerling op die werkdag onmiddellik voor en ná die betrokke openbare vakansiedag gewerk het.

(b) *Gelofte-dag en vakansietydperk.*—(i) Behoudens subparagraph (ii) en klousule 39 (6), gelees met klousule 41 (6), slegs vir die ure gewerk binne die tye in klousule 25 (1) (c) voorgeskryf, die bedrae in klousule 41 (3) (a) voorgeskryf: Met dien verstande dat die tyd en die wyse van betaling moet wees soos in klousules 41 en 57 bepaal;

(ii) slegs ten opsigte van 'n vakleerling wat nog nie 12 maande diens voltooi het aan die begin van die vakansietydperk in klousule 29 (1) (a) voorgeskryf nie, die verskil tussen die loon wat so 'n vakleerling sou verdien het as hy gedurende die vakansietydperk in klousule 29 (1) (a) voorgeskryf vir sy werkgewer gewerk het en die bedrag, as daar is, wat ooreenkomstig subparagraph (i) aan hom verskuldig is: Met dien verstande dat dié bedrag op die laaste betaaldag voor die begin van die vakansietydperk aan hom betaal moet word.

(5) *Voorman en algemene voorman.*—Benewens besoldiging waarop 'n voorman of algemene voorman 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 wat op 'n gewone werkdag val, die loon wat 'n voorman of algemene voorman op 'n gewone werkdag sou verdien het, en sodanige bedrag moet op die eerste betaaldag na die betrokke openbare vakansiedag betaal word.

(b) *Gelofte-dag en vakansietydperk:* Behoudens klousules 39 (6) en 42 (5), slegs vir die ure gewerk binne die tye in klousule 25 (1) (c) voorgeskryf, die bedrae in klousule 39 (3) (a) of 42 (3) (a) voorgeskryf, na gelang van die geval: Met dien verstande dat die tyd en die wyse van betaling moet wees soos in klousules 39, 42 en 57 bepaal.

### 37. SIEKEBESOLDIGING—AMBAGSMANNE EN VAKLEERLINGE

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

### 38. SIEKTEVERLOF EN SIEKEBESOLDIGING—ANDER WERKNEMERS

(1) Benewens 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 werkgewer ook, slegs vir die



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 reimbursement 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 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.

ure wat daar gewerk is binne die tyd in klousule 25 (1) (a) voorgeskryf, aan genoemde werknemers, vir die doel in hierdie klousule en in klousule 58 beskryf, die bedrae in klousule 40 (3) (b) voorgeskryf, betaal.

(2) Behoudens klousules 40 en 58, moet 'n werkgever altesaam minstens 10 werkdag siekteverlof gedurende elke siklus 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 Ongevallewet, 1941, skadeloosstelling betaal word: Met dien verstande dat 'n werknemer gedurende die eerste 24 agtereenvolgende maande diens nie op siekteverlof met volle 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 in subklousule (1) voorgeskryf 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 'n tydperk van afwesigheid in subklousule (2) voorgeskryf minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het;
- (b) 'n werkgever is, behoudens subklousule (6), daarop geregtig om 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 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 gemeld 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 daar siekteverlof toegestaan is vir 'n korter tydperk as die maksimum siekteverlof in subklousule (2) voorgeskryf 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 werknemer oorbly, soos vasgestel ooreenkomstig paragraaf (b), aan die werknemer betaal word op die wyse en datum in klousule 58 (4) voorgeskryf.
- (b) Vir die toepassing van paragraaf (a), is die bedrag wat in die krediet van 'n werknemer oorbly die verskil tussen—
  - (i) die bedrag van die vakansie- en siekebesoldiging aan sodanige werknemer verskuldig, soos vasgestel ooreenkomstig klousule 58 (4) (b); en
  - (ii) die bedrag wat ooreenkomstig subklousule (3) (b) deur die Raad ten opsigte van sodanige werknemer terugbetaal is.
- (6) (a) Indien die siekebesoldiging wat 'n werkgever kragtens subklousule (3) (a) aan 'n werknemer 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, moet die werkgever net die loon terugbetaal word wat sodanige werknemer sou ontvang het.

- (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—
- such employer shall not be entitled to a refund in terms of subclause (3) (b) in respect of such payment; and
  - 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—
- any period during which the employee is absent—
    - on holiday leave in terms of clause 29;
    - on the instructions or at the request of his employer;
    - on sick leave in terms of subclause (2);
 amounting in the aggregate, in any year, to not more than 10 weeks;
  - 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;
  - any period during which the employee is absent undergoing military service 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 military service.

## 39. FRINGE BENEFITS AND STAMPS—CRAFTSMEN

(1) Subject to the provisions of clause 68 of Part II of the Agreement, except in respect of an employee who works for an employer for less than 16 hours in any one week and a foreman or general foreman to whom the provisions of clause 42 apply, 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 clauses 30 (1) (h) and (j) of Part I of the Agreement and 80 (1) (h) and (j) of Part II of the Agreement the total sum prescribed in item (j) hereunder: Provided that such sum shall be allocated as indicated in the table below: Provided further that the amount referred to in subclause (4) (b) shall be added to the sum payable in terms of this subclause:

|                                                                              | (A)<br>From<br>24/4/80<br>to<br>29/10/80 | (B)<br>From<br>30/10/80 |
|------------------------------------------------------------------------------|------------------------------------------|-------------------------|
|                                                                              | R                                        | R                       |
| (a) Holiday pay .....                                                        | 9,40                                     | 10,40                   |
| (b) Holiday allowance .....                                                  | 5,20                                     | 5,20                    |
| (c) Pension Scheme contributions .....                                       | 14,20                                    | 15,50                   |
| (d) Benefit Fund contributions .....                                         | 1,20                                     | 1,20                    |
| (e) Medical Aid Fund contributions .....                                     | 6,00                                     | 6,00                    |
| (f) Contributions to Industrial Council expenses .....                       | 0,40                                     | 0,40                    |
| (g) Contributions to National Development Fund .....                         | 0,07                                     | 0,07                    |
| (h) Contributions to Building Industries Recruitment and Training Fund ..... | 0,50                                     | 0,50                    |
| (i) Special membership levy .....                                            | 0,13                                     | 0,13                    |
| (j) Total sum .....                                                          | R 37,10                                  | 39,40                   |

(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.

(3) Except in respect of a foreman or general foreman to whom the provisions of clause 42 apply, and 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 clauses 30 (1) (h) and (j) of Part I of the Agreement and 80 (1) (h) and (j) of Part II of the Agreement, may be entitled, pay to such employee the total sum prescribed in item (f) hereunder:

- (b) Indien 'n werkgever 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,
- is sodanige werkgever nie op terugbetaling kragtens subklousule (3) (b) ten opsigte van sodanige betaling geregtig nie; en
  - is die Raad daarop geregtig om die bedrag wat die Raad kragtens subklousule (3) (b) ten opsigte van sodanige betaling aan sodanige werkgever terugbetaal het op sodanige werkgever te verhaal.
- (7) Vir die toepassing van hierdie klousule word die uitdrukking „diens” geag die volgende in te sluit:
- enige tydperk wat die werknemer afwesig is—
    - met vakansie ingevolge klousule 29;
    - in opdrag of op versoek van sy werkgever;
    - met siekteverlof ingevolge subklousule (2);
 van altesaam hoogstens 10 weke in 'n jaar;
  - tyd waartydens sy werkgever 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;
  - enige tydperk wat die werknemer afwesig is vir militêre diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie geregtig is om meer as vier maande van een sodanige militêre dienstrydperk as diens te eis nie.

## 39. BYVOORDELE EN SEËLS—AMBAGSMANNE

(1) Behoudens klousule 68 van Deel II van die Ooreenkoms en met uitsondering van 'n werknemer wat minder as 16 uur in 'n bepaalde week vir 'n werkgever werk en 'n voorman of algemene voorman op wie klousule 42 van toepassing is, en behoudens subklousules (5) en (6) en klousule 59 (6) (b), moet elke werkgever elke week aan die Sekretaris van die Raad die totale bedrag in item (j) hieronder voorgeskryf, betaal ten opsigte van elke werknemer vir wie lone in klousules 30 (1) (h) en (j) van Deel I van die Ooreenkoms en 80 (1) (h) en (j) van Deel II van die Ooreenkoms voorgeskryf word: Met dien verstande dat sodanige bedrag toegewys moet word soos in die tabel hieronder aangedui: 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)<br>Vanaf<br>24/4/80<br>tot<br>29/10/80 | (B)<br>Vanaf<br>30/10/80 |
|-------------------------------------------------------------------------|--------------------------------------------|--------------------------|
|                                                                         | R                                          | R                        |
| (a) Vakansiebesoldiging .....                                           | 9,40                                       | 10,40                    |
| (b) Vakansietoelae .....                                                | 5,20                                       | 5,20                     |
| (c) Bydraes tot Pensioenskema .....                                     | 14,20                                      | 15,50                    |
| (d) Bydraes tot Bystandsfonds .....                                     | 1,20                                       | 1,20                     |
| (e) Bydraes tot Mediese Hulpfonds .....                                 | 6,00                                       | 6,00                     |
| (f) Bydraes tot uitgawes van die Nywerheidsraad .....                   | 0,40                                       | 0,40                     |
| (g) Bydraes tot Nasionale Ontwikkelingsfonds .....                      | 0,07                                       | 0,07                     |
| (h) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid ..... | 0,50                                       | 0,50                     |
| (i) Spesiale lidmaatskapheffing .....                                   | 0,13                                       | 0,13                     |
| (j) Totale som .....                                                    | R 37,10                                    | 39,40                    |

(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 word.

(3) Met uitsondering van 'n voorman of algemene voorman op wie klousule 42 van toepassing is, en behoudens subklousules (5) en (6), moet elke werkgever, benewens die besoldiging waarop 'n werknemer geregtig is, vir wie daar in klousules 30 (1) (h) en (j) van Deel I van die Ooreenkoms en 80 (1) (h) en (j) van Deel II van die Ooreenkoms lone voorgeskryf word, aan sodanige werkgever die totale som betaal soos in pos (f) hieronder voorgeskryf:



|                                          | (A)<br>From<br>24/4/80<br>to<br>29/10/80 | (B)<br>From<br>30/10/80 |
|------------------------------------------|------------------------------------------|-------------------------|
|                                          | <i>Cents per hour</i>                    | <i>Cents per hour</i>   |
| (a) Holiday pay .....                    | 23,50                                    | 26,00                   |
| (b) Holiday allowance .....              | 13,00                                    | 13,00                   |
| (c) Pension Scheme contributions .....   | 33,50                                    | 36,75                   |
| (d) Benefit Fund contributions .....     | 3,00                                     | 3,00                    |
| (e) Medical Aid Fund contributions ..... | 9,50                                     | 9,50                    |
| (f) Total sum .....                      | R 82,50                                  | 88,25                   |

- (4) (a) Except in respect of an employee who works for an employer for less than 16 hours in any one week and a foreman or general foreman to whom the provisions of clause 42 apply, and 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 clauses 30 (1) (h) and (j) of Part I of the Agreement and 80 (1) (h) and (j) of Part II of the Agreement, the amount prescribed in item (g) hereunder:

|                                                        | (A)<br>From<br>24/4/80<br>to<br>29/10/80 | (B)<br>From<br>30/10/80 |
|--------------------------------------------------------|------------------------------------------|-------------------------|
|                                                        | <i>R</i>                                 | <i>R</i>                |
| (a) Holiday pay .....                                  | 9,40                                     | 10,40                   |
| (b) Holiday allowance .....                            | 5,20                                     | 5,20                    |
| (c) Pension Scheme contributions .....                 | 14,20                                    | 15,50                   |
| (d) Benefit Fund contributions .....                   | 1,20                                     | 1,20                    |
| (e) Medical Aid Fund contributions .....               | 6,00                                     | 6,00                    |
| (f) Contributions to Industrial Council expenses ..... | 0,20                                     | 0,20                    |
| (g) Total sum .....                                    | R 36,20                                  | 38,50                   |

- (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 clauses 30 (1) (h) of Part I of the Agreement and 80 (1) (h) of Part II of the Agreement and, 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) *Foremen and general foremen.*—The provisions of subclauses (1), (3) and (4) shall be applicable only to a foreman or general foreman whose hourly wage rate or equivalent monthly salary is less than the lowest hourly wage or equivalent monthly salary specified in the tables prescribed in clause 42 (6).

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

- (a) no payment as referred to in subclause (3) shall be made 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.

- (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

|                                         | (A)<br>Vanaf<br>24/4/80<br>tot<br>29/10/80 | (B)<br>Vanaf<br>30/10/80 |
|-----------------------------------------|--------------------------------------------|--------------------------|
|                                         | <i>Sent per uur</i>                        | <i>Sent per uur</i>      |
| (a) Vakansiebesoldiging .....           | 23,50                                      | 26,00                    |
| (b) Vakansietoelae .....                | 13,00                                      | 13,00                    |
| (c) Bydraes tot Pensioenskema .....     | 33,50                                      | 36,75                    |
| (d) Bydraes tot Bystandsfonds .....     | 3,00                                       | 3,00                     |
| (e) Bydraes tot Mediese Hulpfonds ..... | 9,50                                       | 9,50                     |
| (f) Totale som .....                    | R 82,50                                    | 88,25                    |

- (4) (a) Met uitsondering van 'n werknemer wat minder as 16 uur in 'n bepaalde week vir 'n werkgewer werk en 'n voorman of algemene voorman op wie klousule 42 van toepassing is, en behoudens subklousules (5) en (6), moet elke werkgewer elke week van die besoldiging wat verskuldig is aan elke werknemer vir wie daar in klousules 30 (1) (h) en (j) van Deel I van die Ooreenkoms en 80 (1) (h) en (j) van Deel II van die Ooreenkoms lone voorgeskryf word, die bedrag aftrek soos in pos (g) hieronder voorgeskryf;

|                                                       | (A)<br>Vanaf<br>24/4/80<br>tot<br>29/10/80 | (B)<br>Vanaf<br>30/10/80 |
|-------------------------------------------------------|--------------------------------------------|--------------------------|
|                                                       | <i>R</i>                                   | <i>R</i>                 |
| (a) Vakansiebesoldiging .....                         | 9,40                                       | 10,40                    |
| (b) Vakansietoelae .....                              | 5,20                                       | 5,20                     |
| (c) Bydraes tot Pensioenskema .....                   | 14,20                                      | 15,50                    |
| (d) Bydraes tot Bystandsfonds .....                   | 1,20                                       | 1,20                     |
| (e) Bydraes tot Mediese Hulpfonds .....               | 6,00                                       | 6,00                     |
| (f) Bydraes tot uitgawes van die Nywerheidsraad ..... | 0,20                                       | 0,20                     |
| (g) Totale som .....                                  | R 36,20                                    | 38,50                    |

- (b) Behoudens subklousule (6), moet elke werkgewer wat lid van die werkgewersorganisasie is, ten opsigte van elkeen van sy werknemers vir wie lone in klousules 30 (1) (h) van Deel I van die Ooreenkoms en 80 (1) (h) van Deel II van die Ooreenkoms 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) *Voormanne en algemene voormanne.*—Subklousules (1), (3) en (4) is slegs van toepassing op voormanne en algemene voormanne wie se uurloon of gelykwaardige maandelikse salaris minder is as die laagste uurloon of gelykwaardige maandelikse salaris uiteengesit in die tabelle wat in klousule 42 (6) voorgeskryf word.

- (6) Behoudens klousule 59 (6) (b)—

- (a) mag geen betaling soos in subklousule (3) bedoel geskied ten opsigte van werk wat verrig is buite die ure in klousule 25 (1) (c) voorgeskryf 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 werkgewer gewerk het nie;
- (c) ingeval 'n werknemer minder as 16 uur in 'n bepaalde week vir 'n werkgewer 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 werkgewers in diens was, moet die werkgewer 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.*—(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 kan 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

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).

- (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 clauses 30 (1) (h) and (j) of Part I of the Agreement and 80 (1) (h) and (j) of Part II of the Agreement shall not be transferable nor shall they be sold, ceded, pledged or donated by such employee, irrespective of whether or not any consideration is given to or received by such employee, either in cash or in kind or in any other manner, in respect of such sale, cession, pledge or donation. Stamps acquired by any person otherwise than in accordance with this clause or clause 42 or 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 clauses 30 (1) (h) and (j) of Part I of the Agreement and 80 (1) (h) of Part II of the Agreement except in accordance with this clause or clause 42 or 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.
- (11) *Interest on arrear stamp purchases and issues.*—(a) An employer who fails or omits to purchase stamps on the due date in the manner prescribed in subclauses (1) and (7) hereof, shall pay interest to the Council at the rate of 18 percent per annum on the value of such stamps, calculated from the date on which they should have been purchased to the date on which they were actually purchased.
- (b) An employer who purchases stamps in the manner prescribed in subclauses (1) and (7) hereof, but who fails or omits to issue such stamps to the employees concerned on the due date in the manner prescribed in subclause (8) hereof, shall pay interest to the Council at the rate of 18 percent per annum on the value of such stamps, calculated from the date on which they should have been issued to the date on which they were actually issued.
- (c) Any interest paid by an employer to the Council in accordance with the provisions of this subclause, shall accrue to the general funds of the Council.
- (12) *Labour-only contractors.*—An employer who gives out work to a labour-only contractor, shall issue stamps to such labour-only contractor in accordance with the provisions of this clause, read with clause 43 (1).
- (13) *Working employers.*—A working employer shall issue stamps to himself in accordance with the provisions of either this clause or clause 42, read with clause 43 (2).

#### 40. FRINGE BENEFITS AND STAMPS—OTHER EMPLOYEES

(1) Subject to the provisions of clause 68 of Part II of the Agreement, 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 subclause (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 clauses 30 (1) (a) to (g) inclusive of Part I of the Agreement and 80 (1) (a) to (g) inclusive of Part II of the Agreement the total sum prescribed in item (h) hereunder: Provided that such sum shall be allocated as follows:

die bedrae wat hy kragtens subklousule (1) betaal het op elke betaaldag aan elke betrokke werknemer 'n seël soos in subklousule (7) bedoel, uitreik.

- (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 klousules 30 (1) (h) en (j) van Deel I van die Ooreenkoms en 80 (1) (h) en (j) van Deel II van die Ooreenkoms voorgeskryf word, is nie oordraagbaar nie en mag ook nie deur sodanige werknemer verkoop, gesedeer, verpand of geskenk word nie, ongeag of daar ten opsigte van sodanige verkoop, sedering, verpanding of skenking enige vergoeding, of in kontant of in goedere of op enige ander wyse, aan sodanige werknemer gegee of deur hom ontvang word. Seëls wat deur enigene op 'n ander manier as ooreenkomstig hierdie klousule of klousule 42 of 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 klousules 30 (1) (h) en (j) van Deel I van die Ooreenkoms en 80 (1) (h) en (j) van Deel II van die Ooreenkoms voorgeskryf word, uitgereik word nie, behalwe ooreenkomstig hierdie klousule of klousule 42 of 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.
- (11) *Rente op agterstallige seëlverkope en -uitgawes.*—(a) 'n Werkgewer wat versuim of nalaat om seëls op die vervalldag te koop op die wyse in subklousules (1) en (7) hiervan voorgeskryf, moet aan die Raad rente teen 18 persent per jaar op die waarde van sulke seëls betaal, bereken vanaf die datum waarop hulle gekoop moes gewees het tot op die datum waarop hulle werklik gekoop is.
- (b) 'n Werkgewer wat seëls koop op die wyse in subklousules (1) en (7) hiervan voorgeskryf maar wat versuim of nalaat om dié seëls op die vervalldag aan die werknemers uit te reik op die wyse in subklousule (8) hiervan voorgeskryf, moet aan die Raad rente teen 18 persent per jaar op die waarde van sulke seëls betaal, bereken vanaf die datum waarop hulle uitgereik moes gewees het tot op die datum waarop hulle werklik uitgereik is.
- (c) Alle rente wat 'n werkgewer ingevolge hierdie subklousule aan die Raad betaal, val aan die algemene fondse van die Raad toe.
- (12) *Slegs-arbeid-kontrakteurs.*—'n Werkgewer wat werk aan 'n slegs-arbeid-kontrakteur uitbestee, moet seëls ooreenkomstig hierdie klousule, gelees met klousule 43 (1), aan sodanige slegs-arbeid-kontrakteur uitreik.
- (13) *Werkende werkgewers.*—'n Werkende werkgewer moet ooreenkomstig hierdie klousule of klousule 42, gelees met klousule 43 (2), seëls aan homself uitreik.

#### 40. BYVOORDELE EN SEËLS—ANDER WERKNEMERS

(1) Behoudens klousule 68 van Deel II van die Ooreenkoms en 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 totale bedrag in item (h) hieronder voorgeskryf, betaal ten opsigte van elke werknemer vir wie lone in klousules 30 (1) (a) tot en met (g) van Deel I van die Ooreenkoms en 80 (1) (a) tot en met (g) van Deel II van die Ooreenkoms voorgeskryf word: Met dien verstande dat sodanige bedrag soos volg toegewys moet word:



|                                                                              | From 24/4/80 to 29/10/80         |        |         |         | From 30/10/80                    |        |         |         |
|------------------------------------------------------------------------------|----------------------------------|--------|---------|---------|----------------------------------|--------|---------|---------|
|                                                                              | Stamp category<br>(45 hour week) |        |         |         | Stamp category<br>(45 hour week) |        |         |         |
|                                                                              | 1                                | 2      | 3       | 4       | 1                                | 2      | 3       | 4       |
| (a) Holiday pay.....                                                         | R 2,93                           | R 3,96 | R 4,77  | R 6,93  | R 3,24                           | R 4,41 | R 5,27  | R 7,65  |
| (b) Sick pay.....                                                            | 1,35                             | 1,94   | 2,34    | 3,42    | 1,53                             | 2,16   | 2,61    | 3,78    |
| (c) Pension Scheme contributions .....                                       | 1,12                             | 1,66   | 2,16    | 3,06    | 1,26                             | 1,80   | 2,25    | 3,28    |
| (d) Contributions to Industrial Council expenses .....                       | 0,16                             | 0,16   | 0,16    | 0,16    | 0,16                             | 0,16   | 0,16    | 0,16    |
| (e) Contributions to National Development Fund .....                         | 0,07                             | 0,07   | 0,07    | 0,07    | 0,07                             | 0,07   | 0,07    | 0,07    |
| (f) Contributions to Building Industries Recruitment and Training Fund ..... | 0,50                             | 0,50   | 0,50    | 0,50    | 0,50                             | 0,50   | 0,50    | 0,50    |
| (g) Special membership levy .....                                            | 0,13                             | 0,13   | 0,13    | 0,13    | 0,13                             | 0,13   | 0,13    | 0,13    |
| (h) Total sum .....                                                          | R 6,26                           | R 8,42 | R 10,13 | R 14,27 | R 6,89                           | R 9,23 | R 10,99 | R 15,57 |

|                                                                         | Vanaf 24/4/80 tot 29/10/80         |        |         |         | Vanaf 30/10/80                     |        |         |         |
|-------------------------------------------------------------------------|------------------------------------|--------|---------|---------|------------------------------------|--------|---------|---------|
|                                                                         | Seëlkategorie<br>(week van 45 uur) |        |         |         | Seëlkategorie<br>(week van 45 uur) |        |         |         |
|                                                                         | 1                                  | 2      | 3       | 4       | 1                                  | 2      | 3       | 4       |
| (a) Vakansiebesoldiging.....                                            | R 2,93                             | R 3,96 | R 4,77  | R 6,93  | R 3,24                             | R 4,41 | R 5,27  | R 7,65  |
| (b) Siekebesoldiging.....                                               | 1,35                               | 1,94   | 2,34    | 3,42    | 1,53                               | 2,16   | 2,61    | 3,78    |
| (c) Bydraes tot Pensioenskema .....                                     | 1,12                               | 1,66   | 2,16    | 3,06    | 1,26                               | 1,80   | 2,25    | 3,28    |
| (d) Bydraes tot uitgawes van die Nywerheidsraad.....                    | 0,16                               | 0,16   | 0,16    | 0,16    | 0,16                               | 0,16   | 0,16    | 0,16    |
| (e) Bydraes tot Nasionale Ontwikkelingsfonds.....                       | 0,07                               | 0,07   | 0,07    | 0,07    | 0,07                               | 0,07   | 0,07    | 0,07    |
| (f) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid ..... | 0,50                               | 0,50   | 0,50    | 0,50    | 0,50                               | 0,50   | 0,50    | 0,50    |
| (g) Spesiale lidmaatskapheffing .....                                   | 0,13                               | 0,13   | 0,13    | 0,13    | 0,13                               | 0,13   | 0,13    | 0,13    |
| (h) Totale som .....                                                    | R 6,26                             | R 8,42 | R 10,13 | R 14,27 | R 6,89                             | R 9,23 | R 10,99 | R 15,57 |

(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, 63, 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 clauses 30 (1) (a) to (g) inclusive of Part I of the Agreement and 80 (1) (a) to (g) inclusive of Part II of the Agreement may be entitled, pay to such employee the total sum prescribed in item (d) hereunder:

(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, 63, 64 en 65 beskryf.

(3) Behoudens subklousules (5) en (6), moet elke werkgever, benevens die besoldiging waarop 'n werknemer vir wie daar in klousules 30 (1) (a) tot en met (g) van Deel I van die Ooreenkoms en 80 (1) (a) tot en met (g) van Deel II van die Ooreenkoms lone voorgeskryf word, geregtig is, aan sodanige werknemer die totale som betaal soos in pos (d) hieronder voorgeskryf:

|                                        | From 24/4/80 to 29/10/80         |                    |                     |                     | From 30/10/80                    |                    |                     |                     |
|----------------------------------------|----------------------------------|--------------------|---------------------|---------------------|----------------------------------|--------------------|---------------------|---------------------|
|                                        | Stamp category<br>(45 hour week) |                    |                     |                     | Stamp category<br>(45 hour week) |                    |                     |                     |
|                                        | 1                                | 2                  | 3                   | 4                   | 1                                | 2                  | 3                   | 4                   |
| (a) Holiday pay.....                   | Cents per hour 6,5               | Cents per hour 8,8 | Cents per hour 10,6 | Cents per hour 15,4 | Cents per hour 7,2               | Cents per hour 9,8 | Cents per hour 11,7 | Cents per hour 17,0 |
| (b) Sick pay.....                      | 3,0                              | 4,3                | 5,2                 | 7,6                 | 3,4                              | 4,8                | 5,8                 | 8,4                 |
| (c) Pension Scheme contributions ..... | 2,0                              | 3,0                | 3,8                 | 5,3                 | 2,3                              | 3,3                | 4,0                 | 5,8                 |
| (d) Total sum .....                    | 11,5                             | 16,1               | 19,6                | 28,3                | 12,9                             | 17,9               | 21,5                | 31,2                |

|                                     | Vanaf 24/4/80 tot 29/10/80         |                  |                   |                   | Vanaf 30/10/80                     |                  |                   |                   |
|-------------------------------------|------------------------------------|------------------|-------------------|-------------------|------------------------------------|------------------|-------------------|-------------------|
|                                     | Seëlkategorie<br>(Week van 45 uur) |                  |                   |                   | Seëlkategorie<br>(Week van 45 uur) |                  |                   |                   |
|                                     | 1                                  | 2                | 3                 | 4                 | 1                                  | 2                | 3                 | 4                 |
| (a) Vakansiebesoldiging.....        | Sent per uur 6,5                   | Sent per uur 8,8 | Sent per uur 10,6 | Sent per uur 15,4 | Sent per uur 7,2                   | Sent per uur 9,8 | Sent per uur 11,7 | Sent per uur 17,0 |
| (b) Siekebesoldiging.....           | 3,0                                | 4,3              | 5,2               | 7,6               | 3,4                                | 4,8              | 5,8               | 8,4               |
| (c) Bydraes tot Pensioenskema ..... | 2,0                                | 3,0              | 3,8               | 5,3               | 2,3                                | 3,3              | 4,0               | 5,8               |
| (d) Totale som .....                | 11,5                               | 16,1             | 19,6              | 28,3              | 12,9                               | 17,9             | 21,5              | 31,2              |

- (4) (a) 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 deduct weekly from the remuneration due to each employee for whom wages are prescribed in clauses 30 (1) (a) to (g) inclusive of Part I of the Agreement and 80 (1) (a) to (g) inclusive of Part II of the Agreement, the amount prescribed in item (e) hereunder:

- (4) (a) 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 van die besoldiging wat verskuldig is aan elke werknemer vir wie daar in klousules 30 (1) (a) tot en met (g) van Deel I van die Ooreenkoms en 80 (1) (a) tot en met (g) van Deel II van die Ooreenkoms lone voorgeskryf word, die bedrag aftrek soos in pos (e) hieronder voorgeskryf:

|                                                        | From 24/4/80 to 29/10/80         |        |        |         | From 30/10/80                    |        |         |         |
|--------------------------------------------------------|----------------------------------|--------|--------|---------|----------------------------------|--------|---------|---------|
|                                                        | Stamp Category<br>(45 hour week) |        |        |         | Stamp Category<br>(45 hour week) |        |         |         |
|                                                        | 1                                | 2      | 3      | 4       | 1                                | 2      | 3       | 4       |
| (a) Holiday pay.....                                   | R 2,93                           | R 3,96 | R 4,77 | R 6,93  | R 3,24                           | R 4,41 | R 5,27  | R 7,65  |
| (b) Sick pay.....                                      | 1,35                             | 1,94   | 2,34   | 3,42    | 1,53                             | 2,16   | 2,61    | 3,78    |
| (c) Pension Scheme contributions .....                 | 1,12                             | 1,66   | 2,16   | 3,06    | 1,26                             | 1,80   | 2,25    | 3,28    |
| (d) Contributions to Industrial Council expenses ..... | 0,08                             | 0,08   | 0,08   | 0,08    | 0,08                             | 0,08   | 0,08    | 0,08    |
| (e) Total sum .....                                    | R 5,48                           | R 7,64 | R 9,35 | R 13,49 | R 6,11                           | R 8,45 | R 10,21 | R 14,79 |

|                                                      | Vanaf 24/4/80 tot 29/10/80         |        |        |         | Vanaf 30/10/80                     |        |         |         |
|------------------------------------------------------|------------------------------------|--------|--------|---------|------------------------------------|--------|---------|---------|
|                                                      | Seëlkategorie<br>(Week van 45 uur) |        |        |         | Seëlkategorie<br>(Week van 45 uur) |        |         |         |
|                                                      | 1                                  | 2      | 3      | 4       | 1                                  | 2      | 3       | 4       |
| (a) Vakansiebesoldiging.....                         | R 2,93                             | R 3,96 | R 4,77 | R 6,93  | R 3,24                             | R 4,41 | R 5,27  | R 7,65  |
| (b) Siekebesoldiging.....                            | 1,35                               | 1,94   | 2,34   | 3,42    | 1,53                               | 2,16   | 2,61    | 3,78    |
| (c) Bydraes tot Pensioenskema .....                  | 1,12                               | 1,66   | 2,16   | 3,06    | 1,26                               | 1,80   | 2,25    | 3,28    |
| (d) Bydraes tot uitgawes van die Nywerheidsraad..... | 0,08                               | 0,08   | 0,08   | 0,08    | 0,08                               | 0,08   | 0,08    | 0,08    |
| (e) Totale som .....                                 | R 5,48                             | R 7,64 | R 9,35 | R 13,49 | R 6,11                             | R 8,45 | R 10,21 | R 14,79 |

- (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 80 (1) (f) of Part II of the Agreement 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) Stamp categories.—For the purposes of subclauses (1), (3) and (4), employees are classified as follows:

(a) Category 1:

- (i) *Labourers and watchmen*.—Stamps category 1 shall apply to employees for whom wages are prescribed in clause 30 (1) (a), (b) and (g) of Part I of the Agreement.

- (ii) *Unskilled labourers, joinery labourers, machine minders and watchmen*.—Stamps category 1 shall apply to employees for whom wages are prescribed in clause 80 (1) (a), (b), (c) and (g) of Part II of the Agreement.

- (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) of Part I of the Agreement.

(c) Category 3:

- (i) *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) of Part I of the Agreement.

- (ii) *Joinery assistants and learner machine operators*.—Stamps category 3 shall apply to employees for whom wages are prescribed in clause 80 (1) (d) and (e) of Part II of the Agreement.

- (d) Category 4: *Machine operators*.—Stamps category 4 shall apply to employees for whom wages are prescribed in clause 80 (1) (f) of Part II of the Agreement.

- (6) (a) 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

- (b) Behoudens subklousule (6), moet elke werkgewer wat lid van die werkgewersorganisasie is, ten opsigte van elkeen van sy werknemers vir wie lone in klousule 80 (1) (f) van Deel II van die Ooreenkoms 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) Seëlkategorieë.—Vir die toepassing van subklousules (1), (3) en (4), word werknemers soos volg ingedeel:

(a) Kategorie 1:

- (i) *Arbeiders en Wagte*.—Seëlkategorie 1 is van toepassing op werknemers vir wie lone in klousule 30 (1) (a), (b) en (g) van Deel I van die Ooreenkoms voorgeskryf word.

- (ii) *Ongeskoolde arbeiders, skrynwerkarbeiders, masjienoppassers en wagte*.—Seëlkategorie 1 is van toepassing op werknemers vir wie lone in klousule 80 (1) (a), (b), (c) en (g) van Deel II van die Ooreenkoms voorgeskryf word.

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

(c) Kategorie 3:

- (i) *Drywers (3 850 kg en meer), bedieners van kragaangedrewe toringkrane en bou-assistente, klas I*.—Seëlkategorie 3 is van toepassing op werknemers vir wie lone in klousule 30 (1) (c) (iv), (d) en (f) van Deel I van die Ooreenkoms voorgeskryf word.

- (ii) *Skrynwerkassistent en leerlingmasjienbedieners*.—Seëlkategorie 3 is van toepassing op werknemers vir wie lone in klousule 80 (1) (d) en (e) van Deel II van die Ooreenkoms voorgeskryf word.

- (d) Kategorie 4: *Masjienbedieners*.—Seëlkategorie 4 is van toepassing op werknemers vir wie lone in klousule 80 (1) (f) van Deel II van die Ooreenkoms voorgeskryf word.

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

- (b) Geen betaling soos in subklousule (1) bedoel of aftrekking soos in subklousule (4) bedoel, mag geskied ten opsigte van 'n werk-



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 an employee, or by his employer on his behalf, by completing a form to be obtained by the employee or his employer from the Council.
- (b) Contribution books and stamps issued to an employee for whom wages are prescribed in clauses 30 (1) (a) to (g) inclusive of Part I of the Agreement and 80 (1) (a) to (g) inclusive of Part II of the Agreement shall not be transferable, nor shall they be sold, ceded, pledged or donated by such employee, irrespective of whether or not any consideration is given to or received by such employee, either in cash or in kind or in any other manner, in respect of such sale, cession, pledge or donation. 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 clauses 30 (1) (a) to (g) inclusive of Part I of the Agreement and 80 (1) (a) to (g) inclusive of Part II of the Agreement 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.
- (11) *Interest on arrear stamp purchases and issues.*—The provisions of clause 39 (11) shall *mutatis mutandis* apply to this clause.
- (12) *Employees of labour-only contractors.*—An employer who gives out work to a labour-only contractor who employs his own labourers, shall issue stamps to the employees of such labour-only contractor in accordance with the provisions of this clause, read with clause 43 (1).

#### 41. FRINGE BENEFITS AND STAMPS—APPRENTICES

(1) Subject to the provisions of clause 68 of Part II of the Agreement, except in respect of an apprentice 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 apprentice the total sum prescribed in item (j) hereunder: Provided that such sum shall be allocated as indicated in the table below: Provided further that the amount referred to in subclause (4) (b) shall be added to the sum payable in terms of this subclause:

|                                                                              | (A)<br>From<br>24/4/80<br>to<br>29/10/80 | (B)<br>From<br>30/10/80 |
|------------------------------------------------------------------------------|------------------------------------------|-------------------------|
|                                                                              | R                                        | R                       |
| (a) Holiday pay .....                                                        | 3,60                                     | 4,00                    |
| (b) Holiday allowance .....                                                  | 2,60                                     | 2,60                    |
| (c) Pension Scheme contributions .....                                       | 5,70                                     | 7,80                    |
| (d) Benefit Fund contributions .....                                         | 0,60                                     | 0,60                    |
| (e) Medical Aid Fund contributions .....                                     | 3,00                                     | 3,00                    |
| (f) Contributions to Industrial Council expenses .....                       | 0,40                                     | 0,40                    |
| (g) Contributions to National Development Fund .....                         | 0,07                                     | 0,07                    |
| (h) Contributions to Building Industries Recruitment and Training Fund ..... | 0,50                                     | 0,50                    |
| (i) Special membership levy .....                                            | 0,13                                     | 0,13                    |
| (j) Total sum .....                                                          | R 16,60                                  | 19,10                   |

nemer wat in 'n bepaalde week minder as 16 uur vir 'n werkgewer gewerk het nie.

- (c) Ingeval 'n werknemer minder as 16 uur in 'n bepaalde week vir 'n werkgewer 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 werkgewers in diens was, moet die werkgewer 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) 'n Werknemer, of sy werkgewer namens hom, moet om 'n bydraeboek aansoek doen deur 'n vorm in te vul wat die werknemer of sy werkgewer by die Raad moet kry.
- (b) Bydraeboeke en seëls, uitgereik aan 'n werknemer vir wie lone in klousules 30 (1) (a) tot en met (g) van Deel I van die Ooreenkoms en 80 (1) (a) tot en met (g) van Deel II van die Ooreenkoms voorgeskryf word, is nie oordraagbaar nie en mag ook nie deur sodanige werknemer verkoop, gesedeer, verpand of geskenk word nie, ongeag of daar ten opsigte van sodanige verkoop, sedering, verpanding of skenking enige vergoeding, of in kontant of in goedere of op enige ander wyse, aan sodanige werknemer gegee of deur hom ontvang word. 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 mag aan 'n werknemer vir wie lone in klousules 30 (1) (a) tot en met (g) van Deel I van die Ooreenkoms en 80 (1) (a) tot en met (g) van Deel II van die Ooreenkoms 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.
- (11) *Rente op agterstallige seëlverkope en -uitgawes.*—Klousule 39 (11) is *mutatis mutandis* op hierdie klousule van toepassing.
- (12) *Werknemers van slegs-arbeid-kontrakteurs.*—'n Werknemer wat werk uitbestee aan 'n slegs-arbeid-kontrakteur wat sy eie arbeiders het, moet ooreenkomstig hierdie klousule, gelees met klousule 43 (1), seëls aan die werknemers van sodanige slegs-arbeid-kontrakteur uitreik.

#### 41. BYVOORDELE EN SEËLS—VAKLEERLINGE

(1) Behoudens klousule 68, van Deel II van die Ooreenkoms en met uitsondering van 'n vakleerling wat 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 voorgeskryf betaal ten opsigte van elke vakleerling: Met dien verstande dat sodanige bedrag toegewys moet word soos in die tabel hieronder aangedui: Voorts met dien verstande dat die bedrag in subklousule (4) (b) bedoel, gevoeg moet word by die som wat ingevolge hierdie subklousule betaalbaar is:

|                                                                         | (A)<br>Vanaf<br>24/4/80<br>tot<br>29/10/80 | (B)<br>Vanaf<br>30/10/80 |
|-------------------------------------------------------------------------|--------------------------------------------|--------------------------|
|                                                                         | R                                          | R                        |
| (a) Vakansiebesoldiging .....                                           | 3,60                                       | 4,00                     |
| (b) Vakansietoelae .....                                                | 2,60                                       | 2,60                     |
| (c) Bydraes tot Pensioenskema .....                                     | 5,70                                       | 7,80                     |
| (d) Bydraes tot Bystandsfonds .....                                     | 0,60                                       | 0,60                     |
| (e) Bydraes tot Mediese Hulpfonds .....                                 | 3,00                                       | 3,00                     |
| (f) Bydraes tot uitgawes van die Nywerheidsraad .....                   | 0,40                                       | 0,40                     |
| (g) Bydraes tot Nasionale Ontwikkelingsfonds .....                      | 0,07                                       | 0,07                     |
| (h) Bydraes tot Werwings- en Opleidingsfonds van die Bounywerheid ..... | 0,50                                       | 0,50                     |
| (i) Spesiale lidmaatskapheffing .....                                   | 0,13                                       | 0,13                     |
| (j) Totale som .....                                                    | R 16,60                                    | 19,10                    |

(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.

(3) Subject to the provisions of subclauses (5) and (6), every employer shall, in addition to any remuneration to which an apprentice may be entitled, pay to such apprentice the total sum prescribed in item (f) hereunder:

|                                          | (A)<br>From<br>24/4/80<br>to<br>29/10/80 | (B)<br>From<br>30/10/80   |
|------------------------------------------|------------------------------------------|---------------------------|
|                                          | <i>Cents<br/>per hour</i>                | <i>Cents<br/>per hour</i> |
| (a) Holiday pay .....                    | 9,00                                     | 10,00                     |
| (b) Holiday allowance .....              | 6,50                                     | 6,50                      |
| (c) Pension Scheme contributions .....   | 13,50                                    | 18,50                     |
| (d) Benefit Fund contributions .....     | 1,50                                     | 1,50                      |
| (e) Medical Aid Fund contributions ..... | 4,75                                     | 4,75                      |
| (f) Total sum..... R                     | 35,25                                    | 41,25                     |

(4) (a) Subject to the provisions of subclauses (5) and (6), every employer shall deduct weekly from the remuneration due to each apprentice the amount prescribed in item (g) hereunder:

|                                                        | (A)<br>From<br>24/4/80<br>to<br>29/10/80 | (B)<br>From<br>30/10/80 |
|--------------------------------------------------------|------------------------------------------|-------------------------|
|                                                        | R                                        | R                       |
| (a) Holiday pay .....                                  | 3,60                                     | 4,00                    |
| (b) Holiday allowance .....                            | 2,60                                     | 2,60                    |
| (c) Pension Scheme contributions .....                 | 5,70                                     | 7,80                    |
| (d) Benefit Fund contributions .....                   | 0,60                                     | 0,60                    |
| (e) Medical Aid Fund contributions .....               | 3,00                                     | 3,00                    |
| (f) Contributions to Industrial Council expenses ..... | 0,20                                     | 0,20                    |
| (g) Total sum..... R                                   | 15,70                                    | 18,20                   |

(b) Subject to the provisions of subclause (6), every employer who is a member of the employers' organisation shall, in respect of each apprentice who is a member of one of the trade unions, deduct from such apprentice's remuneration the amount payable by such apprentice as a subscription to the trade union concerned in terms of the constitution of that union.

(5) The provisions of this clause shall not apply in respect of employees for whom wages are prescribed in clause 30 (1) (i) of Part I of the Agreement and clause 80 (1) (i) of Part II of the Agreement.

(6) The provisions of clause 39 (6) to (11), inclusive, shall *mutatis mutandis* apply to this clause.

#### 42. FRINGE BENEFITS AND STAMPS—FOREMEN AND GENERAL FOREMEN

(1) Subject to the provisions of clause 68 of Part II of the Agreement, except in respect of a foreman or general foreman 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 to the Secretary of the Council each week in respect of each foreman or general foreman the total sum prescribed in item (e) hereunder: Provided that such sum shall be allocated as follows:

(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) Behoudens subklousules (5) en (6), moet elke werkgever, benevens die besoldiging waarop 'n vakleerling geregtig is, aan sodanige vakleerling die totale som betaal soos in item (f) hieronder voorgeskryf:

|                                         | (A)<br>Vanaf<br>24/4/80<br>tot<br>29/10/80 | (B)<br>Vanaf<br>30/10/80 |
|-----------------------------------------|--------------------------------------------|--------------------------|
|                                         | <i>Sent per<br/>uur</i>                    | <i>Sent per<br/>uur</i>  |
| (a) Vakansiebesoldiging .....           | 9,00                                       | 10,00                    |
| (b) Vakansietoelae .....                | 6,50                                       | 6,50                     |
| (c) Bydraes tot Pensioenskema .....     | 13,50                                      | 18,50                    |
| (d) Bydraes tot Bystandsfonds .....     | 1,50                                       | 1,50                     |
| (e) Bydraes tot Mediese Hulpfonds ..... | 4,75                                       | 4,75                     |
| (f) Totale som ..... R                  | 35,25                                      | 41,25                    |

(4) (a) Behoudens subklousules (5) en (6), moet elke werkgever elke week van die besoldiging wat aan elke vakleerling verskuldig is, die bedrag aftrek soos in item (g) hieronder voorgeskryf.

|                                                       | (A)<br>Vanaf<br>24/4/80<br>tot<br>29/10/80 | (B)<br>Vanaf<br>30/10/80 |
|-------------------------------------------------------|--------------------------------------------|--------------------------|
|                                                       | R                                          | R                        |
| (a) Vakansiebesoldiging .....                         | 3,60                                       | 4,00                     |
| (b) Vakansietoelae .....                              | 2,60                                       | 2,60                     |
| (c) Bydraes tot Pensioenskema .....                   | 5,70                                       | 7,80                     |
| (d) Bydraes tot Bystandsfonds .....                   | 0,60                                       | 0,60                     |
| (e) Bydraes tot Mediese Hulpfonds .....               | 3,00                                       | 3,00                     |
| (f) Bydraes tot uitgawes van die Nywerheidsraad ..... | 0,20                                       | 0,20                     |
| (g) Totale som ..... R                                | 15,70                                      | 18,20                    |

(b) Behoudens subklousule (6), moet elke werkgever wat lid van die werkgewersorganisasie is, ten opsigte van elkeen van sy vakleerlinge wat lid van een van die vakverenigings is, van die besoldiging van sodanige vakleerling die bedrag aftrek wat ingevolge die konstitusie van die betrokke vakvereniging deur sodanige vakleerling as ledegeld aan daardie vakvereniging betaalbaar is.

(5) Hierdie klousule is nie van toepassing op werknemers vir wie lone in klousule 30 (1) (i) van Deel I van die Ooreenkoms en klousule 80 (1) (i) van Deel II van die Ooreenkoms voorgeskryf word nie.

(6) Klousule 39 (6) tot en met (11) is *mutatis mutandis* op hierdie klousule van toepassing.

#### 42. BYVOORDELE EN SEËLS—VOORMANNE EN ALGEMENE VOORMANNE

(1) Behoudens klousule 68 van Deel II van die Ooreenkoms en met uitsondering van 'n voorman of algemene voorman wat minder as 16 uur in 'n bepaalde week vir 'n werkgever werk, en behoudens subklousules (5) en (6), moet elke werkgever elke week aan die Sekretaris van die Raad die totale bedrag in item (e) hieronder voorgeskryf, betaal ten opsigte van elke voorman of algemene voorman: Met dien verstande dat sodanige bedrag soos volg toegewys moet word:



|                                                        | From 24/4/80 to 29/10/80 |       |       | From 30/10/80  |       |       |
|--------------------------------------------------------|--------------------------|-------|-------|----------------|-------|-------|
|                                                        | Stamp category           |       |       | Stamp category |       |       |
|                                                        | A                        | B     | C     | A              | B     | C     |
|                                                        | R                        | R     | R     | R              | R     | R     |
| (a) Holiday Pay .....                                  | 9,20                     | 11,20 | 13,40 | 10,20          | 12,40 | 14,80 |
| (b) Pension Scheme contributions .....                 | 18,20                    | 22,40 | 26,60 | 20,00          | 24,40 | 29,20 |
| (c) Medical Aid Fund contributions .....               | 6,00                     | 6,00  | 6,00  | 6,00           | 6,00  | 6,00  |
| (d) Contributions to Industrial Council expenses ..... | 0,40                     | 0,40  | 0,40  | 0,40           | 0,40  | 0,40  |
| (e) Total sum ..... R                                  | 33,80                    | 40,00 | 46,40 | 36,60          | 43,20 | 50,40 |

|                                                       | Vanaf 24/4/80 tot 29/10/80 |       |       | Vanaf 30/10/80 |       |       |
|-------------------------------------------------------|----------------------------|-------|-------|----------------|-------|-------|
|                                                       | Seëlkategorie              |       |       | Seëlkategorie  |       |       |
|                                                       | A                          | B     | C     | A              | B     | C     |
|                                                       | R                          | R     | R     | R              | R     | R     |
| (a) Vakansiebesoldiging .....                         | 9,20                       | 11,20 | 13,40 | 10,20          | 12,40 | 14,80 |
| (b) Bydraes tot Pensioenskema .....                   | 18,20                      | 22,40 | 26,60 | 20,00          | 24,40 | 29,20 |
| (c) Bydraes tot Mediese Hulpfonds .....               | 6,00                       | 6,00  | 6,00  | 6,00           | 6,00  | 6,00  |
| (d) Bydraes tot uitgawes van die Nywerheidsraad ..... | 0,40                       | 0,40  | 0,40  | 0,40           | 0,40  | 0,40  |
| (e) Totale som ..... R                                | 33,80                      | 40,00 | 46,40 | 36,60          | 43,20 | 50,40 |

(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, 60 and 61.

(3) Subject to the provisions of subclauses (5) and (6), every employer shall, in addition to any remuneration to which a foreman or general foreman may be entitled, pay to such foreman or general foreman the total sum prescribed in item (d) hereunder:

(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, 60 en 61 beskryf.

(3) Behoudens subklousules (5) en (6), moet elke werkgewer, benewens die besoldiging waarop 'n voorman of algemene voorman geregtig is, aan sodanige voorman of algemene voorman die totale som betaal soos in item (d) hieronder voorgeskryf:

|                                          | From 24/4/80 to 29/10/80 |                |                | From 30/10/80  |                |                |
|------------------------------------------|--------------------------|----------------|----------------|----------------|----------------|----------------|
|                                          | Stamp category           |                |                | Stamp category |                |                |
|                                          | A                        | B              | C              | A              | B              | C              |
|                                          | Cents per hour           | Cents per hour | Cents per hour | Cents per hour | Cents per hour | Cents per hour |
| (a) Holiday Pay .....                    | 23,00                    | 28,00          | 33,50          | 25,50          | 31,00          | 37,00          |
| (b) Pension Scheme contributions .....   | 22,75                    | 28,00          | 33,25          | 25,00          | 30,50          | 36,50          |
| (c) Medical Aid Fund contributions ..... | 9,50                     | 9,50           | 9,50           | 9,50           | 9,50           | 9,50           |
| (d) Total sum ..... R                    | 55,25                    | 65,50          | 76,25          | 60,00          | 71,00          | 83,00          |

|                                         | Vanaf 24/4/80 tot 29/10/80 |              |              | Vanaf 30/10/80 |              |              |
|-----------------------------------------|----------------------------|--------------|--------------|----------------|--------------|--------------|
|                                         | Seëlkategorie              |              |              | Seëlkategorie  |              |              |
|                                         | A                          | B            | C            | A              | B            | C            |
|                                         | Sent per uur               | Sent per uur | Sent per uur | Sent per uur   | Sent per uur | Sent per uur |
| (a) Vakansiebesoldiging .....           | 23,00                      | 28,00        | 33,50        | 25,50          | 31,00        | 37,00        |
| (b) Bydraes tot Pensioenskema .....     | 22,75                      | 28,00        | 33,25        | 25,00          | 30,50        | 36,50        |
| (c) Bydraes tot Mediese Hulpfonds ..... | 9,50                       | 9,50         | 9,50         | 9,50           | 9,50         | 9,50         |
| (d) Totale som .....                    | 55,25                      | 65,50        | 76,25        | 60,00          | 71,00        | 83,00        |

(4) Subject to the provisions of subclauses (5) and (6), every employer shall deduct weekly from the remuneration due to each foreman or general foreman the amount prescribed in item (e) hereunder:

(4) Behoudens subklousules (5) en (6), moet elke werkgewer elke week van die besoldiging wat aan elke voorman of algemene voorman verskuldig is, die bedrag aftrek soos in item (e) hieronder voorgeskryf:

|                                                        | From 24/4/80 to 29/10/80 |         |         | From 30/10/80  |         |         |
|--------------------------------------------------------|--------------------------|---------|---------|----------------|---------|---------|
|                                                        | Stamp category           |         |         | Stamp category |         |         |
|                                                        | A                        | B       | C       | A              | B       | C       |
| (a) Holiday Pay .....                                  | R 9,20                   | R 11,20 | R 13,40 | R 10,20        | R 12,40 | R 14,80 |
| (b) Pension Scheme contributions .....                 | 18,20                    | 22,40   | 26,60   | 20,00          | 24,40   | 29,20   |
| (c) Medical Aid Fund contributions .....               | 6,00                     | 6,00    | 6,00    | 6,00           | 6,00    | 6,00    |
| (d) Contributions to Industrial Council expenses ..... | 0,20                     | 0,20    | 0,20    | 0,20           | 0,20    | 0,20    |
| (e) Total sum ..... R                                  | 33,60                    | 39,80   | 46,20   | 36,40          | 43,00   | 50,20   |

|                                                       | Vanaf 24/4/80 tot 29/10/80 |         |         | Vanaf 30/10/80 |         |         |
|-------------------------------------------------------|----------------------------|---------|---------|----------------|---------|---------|
|                                                       | Seëlkategorie              |         |         | Seëlkategorie  |         |         |
|                                                       | A                          | B       | C       | A              | B       | C       |
| (a) Vakansiebesoldiging .....                         | R 9,20                     | R 11,20 | R 13,40 | R 10,20        | R 12,40 | R 14,80 |
| (b) Bydraes tot Pensioenskema .....                   | 18,20                      | 22,40   | 26,60   | 20,00          | 24,40   | 29,20   |
| (c) Bydraes tot Mediese Hulpfonds .....               | 6,00                       | 6,00    | 6,00    | 6,00           | 6,00    | 6,00    |
| (d) Bydraes tot uitgawes van die Nywerheidsraad ..... | 0,20                       | 0,20    | 0,20    | 0,20           | 0,20    | 0,20    |
| (e) Totale som ..... R                                | 33,60                      | 39,80   | 46,20   | 36,40          | 43,00   | 50,20   |

(5) The provisions of clause 39 (6) to (11), inclusive, shall *mutatis mutandis* apply to this clause: Provided that an employer who has been granted an exemption by the Council to permit him to pay a foreman or general foreman monthly, may issue four or five stamps to such foreman or general foreman on each monthly pay-day, depending upon the number of Fridays which fall in that month.

(6) *Stamp categories*.—For the purposes of subclauses (1), (3) and (4), the stamp category applicable to a foreman or general foreman shall be determined by the hourly wage or equivalent monthly salary paid to such foreman or general foreman, in accordance with the tables set out hereunder: Provided that the provisions of clause 39 shall be applicable to a foreman or general foreman whose hourly wage rate or equivalent monthly salary is less than the lowest hourly wage or equivalent monthly salary specified in the tables:

(5) Klousule 39 (6) tot en met (11) is *mutatis mutandis* op hierdie klousule van toepassing: Met dien verstande dat 'n werkgewer aan wie die Raad vrystelling verleen het wat hom toelaat om 'n voorman of algemene voorman maandeliks te betaal, op die betaaldag elke maand vier of vyf seëls aan sodanige voorman of algemene voorman kan uitreik, afhange van die getal Vrydae wat in daardie maand val.

(6) *Seëlkategorieë*.—Vir die toepassing van subklousules (1), (3) en (4) moet die seëlkategorie wat op 'n voorman of algemene voorman van toepassing is, bepaal word volgens die uurloon of ekwivalente maandelikse salaris wat aan sodanige voorman of algemene voorman betaal word en ooreenkomstig die tabelle hieronder uiteengesit: Met dien verstande dat klousule 39 van toepassing is op 'n voorman of algemene voorman wie se uurloon of ekwivalente maandelikse salaris minder is as die laagste uurloon of ekwivalente maandelikse salaris soos in die tabelle hieronder uiteengesit:

| Date from which applicable | Stamp category | Hourly wage rate          | Equivalent monthly salary |
|----------------------------|----------------|---------------------------|---------------------------|
| (a) 24/4/80 .....          | A              | From R3,65 to R4,49 ..... | From R632 to R779         |
|                            | B              | From R4,50 to R5,33 ..... | From R780 to R924         |
|                            | C              | R5,34 and over .....      | R925 and over             |
| (b) 30/10/80 .....         | A              | From R3,84 to R4,71 ..... | From R665 to R817         |
|                            | B              | From R4,72 to R5,60 ..... | From R818 to R971         |
|                            | C              | R5,61 and over .....      | R972 and over             |
| (c) 30/4/81 .....          | A              | From R4,04 to R4,97 ..... | From R700 to R862         |
|                            | B              | From R4,98 to R5,90 ..... | From R863 to R1 023       |
|                            | C              | R5,91 and over .....      | R1 024 and over           |

| Ingangsdatum       | Seëlkategorie | Uurloon                          | Ekwivalente maandelikse salaris |
|--------------------|---------------|----------------------------------|---------------------------------|
| (a) 24/4/80 .....  | A             | Van R3,65 tot en met R4,49 ..... | Van R632 tot en met R779        |
|                    | B             | Van R4,50 tot en met R5,33 ..... | Van R780 tot en met R924        |
|                    | C             | R5,34 en meer .....              | R925 en meer                    |
| (b) 30/10/80 ..... | A             | Van R3,84 tot en met R4,71 ..... | Van R665 tot en met R817        |
|                    | B             | Van R4,72 tot en met R5,60 ..... | Van R818 tot en met R971        |
|                    | C             | R5,61 en meer .....              | R972 en meer                    |
| (c) 30/4/81 .....  | A             | Van R4,04 tot en met R4,97 ..... | Van R700 tot en met R862        |
|                    | B             | Van R4,98 tot en met R5,90 ..... | Van R863 tot en met R1 023      |
|                    | C             | R5,91 en meer .....              | R1 024 en meer                  |



(7) *Working employers*.—A working employer shall issue stamps to himself in accordance with the provisions of either this clause or clause 39, read with clause 43 (2).

(8) *Labour-only contractors*.—Labour-only contractors shall not be entitled to be issued with stamps in accordance with the provisions of this clause.

#### 43. FRINGE BENEFITS AND STAMPS—LABOUR-ONLY CONTRACTORS AND WORKING EMPLOYERS

- (1) *Labour-only contractors*.—(a) Subject to the provisions of paragraph (c), an employer who gives out work to a labour-only contractor and a person who is operating as a labour-only contractor shall *mutatis mutandis* comply with the provisions of clause 39, excluding subclauses (3) and (4) (a) thereof, as if such labour-only contractor were a craftsman employee of that employer, and in particular such employer—
- shall purchase a stamp from the Council each week whilst such labour-only contractor is so employed *mutatis mutandis* in the manner prescribed in clause 39 (1), read with clause 39 (7); and
  - shall issue a stamp each week to such labour-only contractor whilst he is so employed, *mutatis mutandis* in the manner prescribed in clause 39 (8).
- (b) Subject to the provisions of paragraph (c), an employer who gives out work to a labour-only contractor who employs his own employees and such labour-only contractor shall *mutatis mutandis* comply with the provisions of clause 40, excluding subclauses (3) and (4) thereof, as if the employees of that labour-only contractor were employees of that employer, and in particular such employer—
- shall purchase a stamp from the Council each week in respect of each such employee whilst such labour-only contractor is so employed, *mutatis mutandis* in the manner prescribed in clause 40 (1), read with clause 40 (7); and
  - shall issue a stamp each week to each such employee whilst such labour-only contractor is so employed, *mutatis mutandis* in the manner prescribed in clause 40 (8).
- (c) An employer who has purchased stamps from the Council in accordance with the provisions of paragraphs (a) (i) and (b) (i) shall be entitled to deduct the total value of such stamps, as prescribed in clauses 39 (1) and 40 (1), from any moneys due and owing by him to such labour-only contractor.
- (2) *Working employers*.—A working employer shall comply with the provisions of either clause 39 or clause 42, and in particular—
- shall purchase a stamp from the Council each week whilst he is operating as a working employer, *mutatis mutandis* in the manner prescribed in either clause 39 (1), read with clause 39 (7), or clause 42 (1), read with clause 42 (6), as if he were an employer; and
  - shall issue a stamp to himself each week whilst he is operating as a working employer, *mutatis mutandis* in the manner prescribed in clauses 39 (8) or 42 (6), as if he were a craftsman or a foreman or general foreman.

#### 44. TRAVELLING ALLOWANCE, TRANSPORT AND TRAVELLING TIME

- (1) (a) (i) Whenever a job is situated within an area to which this Agreement relates, and is outside a radius of 5 km from the principal post office in either Durban, Amanzimtoti, Pinetown or Verulam, whichever post office is nearest to the job, an employer shall pay a travelling allowance to any employee who is working on such job in respect of each kilometre or part thereof of the distance beyond the applicable 5 km radius, and such travelling allowance shall be calculated at the all-inclusive cost per kilometre of running a medium car, as published by the Automobile Association of South Africa from time to time.
- (ii) The travelling allowance shall be payable for both ways daily, and shall also be payable irrespective of whether the employee was engaged on the job site or elsewhere.
- (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, planed 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.
- (2) Time spent in travelling shall be outside the hours of work prescribed in clause 25 (1).
- (3) 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).

(7) *Werkende werkgewers*.—'n Werkende werkgewer moet ooreenkomstig of hierdie klousule of klousule 39, gelees met klousule 43 (2), seëls aan homself uitreik.

(8) *Slegs-arbeid-kontraakteurs*.—Slegs-arbeid-kontraakteurs is ooreenkomstig hierdie klousule nie daarop geregtig dat seëls aan hulle uitgereik word nie.

#### 43. BYVOORDELE EN SEËLS—SLEGS-ARBEID-KONTRAKTEURS EN WERKENDE WERKGEWERS

- (1) *Slegs-arbeid-kontraakteurs*.—(a) Behoudens paragraaf (c), moet 'n werkgewer wat werk uitbestee aan 'n slegs-arbeid-kontraakteur en iemand wat as 'n slegs-arbeid-kontraakteur optree *mutatis mutandis* aan klousule 39 voldoen, uitgesonderd subklousules (3) en (4) (a) daarvan, asof so 'n slegs-arbeid-kontraakteur 'n ambagsmanwerknemer van dié werkgewer was, en sodanige werkgewer moet veral—
- elke week terwyl dié slegs-arbeid-kontraakteur aldus in diens is 'n seël van die Raad koop, *mutatis mutandis* op die wyse in klousule 39 (1), gelees met klousule 39 (7), voorgeskryf; en
  - elke week aan sodanige slegs-arbeid-kontraakteur 'n seël uitreik terwyl hy aldus in diens is, *mutatis mutandis* op die wyse in klousule 39 (8) voorgeskryf.
- (b) Behoudens paragraaf (c), moet 'n werkgewer wat werk uitbestee aan 'n slegs-arbeid-kontraakteur wat sy eie werknemers in diens neem en sodanige slegs-arbeid-kontraakteur *mutatis mutandis* aan klousule 40 voldoen, uitgesonderd subklousules (3) en (4) daarvan, asof dié werknemers van dié slegs-arbeid-kontraakteur werknemers van dié werkgewer was, en sodanige werkgewer moet veral—
- elke week terwyl dié slegs-arbeid-kontraakteur aldus in diens is ten opsigte van elke sodanige werknemer 'n seël van die Raad koop, *mutatis mutandis* op die wyse in klousule 40 (1), gelees met klousule 40 (7), voorgeskryf; en
  - elke week aan elke sodanige werknemer 'n seël uitreik terwyl sodanige slegs-arbeid-kontraakteur aldus in diens is, *mutatis mutandis* op die wyse in klousule 40 (8) voorgeskryf.
- (c) 'n Werkgewer wat ooreenkomstig paragraaf (a) (i) en (b) (i) seëls van die Raad gekoop het, is daarop geregtig om die totale waarde van sodanige seëls, soos in klousules 39 (1) en 40 (1) voorgeskryf, af te trek van enige geld wat hy aan sodanige slegs-arbeid-kontraakteur skuld.
- (2) *Werkende werkgewers*.—'n Werkende werkgewer moet voldoen aan of klousule 39 of klousule 42 en moet veral—
- elke week terwyl hy as 'n werkende werkgewer optree 'n seël van die Raad koop, *mutatis mutandis* op die wyse voorgeskryf in of klousule 39 (1), gelees met klousule 39 (7), of klousule 42 (1), gelees met klousule 42 (6), asof hy 'n werkgewer was; en
  - elke week aan homself 'n seël uitreik terwyl hy as 'n werkende werkgewer optree, *mutatis mutandis* op die wyse in klousules 39 (8) of 42 (6) voorgeskryf, asof hy 'n ambagsman of 'n voorman of 'n algemene voorman was.

#### 44. REISTOELAE, VERVOER EN REISTYD

- (1) (a) (i) Wanneer 'n werkplek geleë is binne 'n gebied waarop hierdie Ooreenkoms betrekking het en buite 'n straal van 5 km vanaf die hoofposkantoor in of Durban, Amanzimtoti, Pinetown of Verulam is, en wel die poskantoor naaste aan die werkplek, moet 'n werkgewer aan 'n werknemer wat met so 'n werk besig is 'n reistoelae betaal vir elke kilometer of gedeelte daarvan van die afstand verder as die toepaslike straal van 5 km, en sodanige reistoelae moet bereken word teen die allesomvattende lopende koste per kilometer van 'n middelslagmotor soos van tyd tot tyd deur die Automobiellassosiasie van Suid-Afrika gepubliseer.
- (ii) Die toelae is daagliks vir albei rigtings betaalbaar en is ook betaalbaar ongeag of die werknemer op die werkplek of elders gewerk het.
- (b) (i) 'n Werkgewer is daarop geregtig om, in plaas van die reistoelae wat ingevolge paragraaf (a) betaalbaar is, 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.
- (2) Reistyd val buite die werkure in klousule 25 (1) voorgeskryf.
- (3) 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 in klousule 30 (1) voorgeskryf.

## 45. 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;
- (iii) except where an employee is engaged on jobbing work, all remuneration due to an employee shall be paid to him on the site where he is working on the pay-day.

(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), 40 (4) (a), 41 (4) (a) and 42 (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 Blacks (Urban Areas) Consolidation Act, 1945, or the Black 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 clauses 39 (4) (b), 41 (4) (b) and 66 (2) (a).

## G. SITE ARRANGEMENTS AND AMENITIES

## 46. REFRESHMENTS

(1) Every employee shall be allowed an interval of 10 minutes between 09h00 and 09h10, and between 15h00 and 15h10 daily to partake of refreshment, which interval shall be deemed to be part of the ordinary hours of work.

(2) No employees shall leave the immediate vicinity of the position where he is working during the intervals mentioned in subclause (1).

(3) In respect of apprentices, trainees and employees for whom wages are prescribed in clause 30 (1) (h), (i) and (j), an employer shall provide, on all sites and working premises, a person to prepare tea in the morning, at noon and in the afternoon for such employees, and shall supply a suitable container for such preparation.

## 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. WASHING-UP FACILITIES AND SANITARY ACCOMMODATION

- (1) (a) An employer shall provide on each job, for apprentices, trainees and employees for whom wages are prescribed in clause 30 (1) (h) and (i) and for employees for whom wages are pre-

## 45. BETALING VAN BESOLDIGING

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

- (i) besoldiging op 'n dag voor Vrydag betaal kan word indien die werkgewer en die werknemer 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;
- (iii) behalwe waar 'n werknemer stukwerk verrig, alle besoldiging wat aan 'n werknemer verskuldig is aan hom betaal moet word op die terrein waar hy op die betaaldag werksaam is.

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

(3) *Boetes en aftrekkings.*—'n Werkgewer mag sy werknemer geen boetes oplê 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), 40 (4) (a); 41 (4) (a) en 42 (4);
- (b) met die skriftelike toestemming van sy werknemer, bedrae vir siektebystands-, versekerings-, spaar-, voorsorg of pensioenfondse waarvoor daar in hierdie Ooreenkoms geen voorsiening gemaak word nie;
- (c) enige bedrag wat 'n werkgewer regtens of ingevolge of kragtens 'n bevel van 'n bevoegde hof moet of mag maak;
- (d) wanneer 'n werknemer daartoe instem of wanneer daar ingevolge die Swartes (Stadsgebiede) Konsolidasiewet, 1945, of die Wet op Swart 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 ledegeld van vakverenigings ingevolge klousules 39 (4) (b), 41 (4) (b) en 66 (2) (a).

## G. TERREINREËLINGS EN -GERIEWE

## 46. VERVERSINGS

(1) 'n Pouse van 10 minute tussen 09h00 en 09h10 en tussen 15h00 en 15h10, wat geag word deel van die gewone werktu te wees, moet daaglik aan elke werknemer toegestaan word om tee te drink.

(2) Geen werknemer mag die onmiddellike omgewing van die posisie waar hy werk tydens pouses in subklousule (1) bedoel, verlaat nie.

(3) Vir vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 30 (1) (h), (i) en (j) voorgeskryf word, moet elke werkgewer op alle terreine en werkpersele 'n persoon verskaf wat in die voormiddag, om 12h00 en in die namiddag vir sodanige werknemers tee moet maak, en 'n geskikte houer moet daarvoor verskaf word.

## 47. AKKOMMODASIE VIR MAALTYE

Behalwe in die geval van stukwerk, moet 'n werkgewer, 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 Werkgewer moet op alle terreine waar bouwerk aan die gang is, 'n geskikte onderdak verskaf waar werknemers skuiling kan vind wanneer dit reën.

## 49. WAS- EN SANITÊRE GERIEWE

- (1) (a) 'n Werkgewer moet by elke werkplek afsonderlike en toereikende wasgeriewe verskaf vir vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 30 (1) (h) en (i) voorgeskryf



scribed in clause 30 (1) (a) to (g), inclusive, who are employed by him thereon, separate and adequate washing-up facilities: Provided that this paragraph shall apply only where the duration of the job is likely to be one month or longer.

- (b) 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 walls 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 AND CLOTHES

- (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 and clothes 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 at all times, except when opened by the employer or his duly appointed agent for the purpose of providing authorised access thereto;
- (c) be responsible for any loss of or damage to tools or clothes belonging to an employee and which are stored in sheds, lock-ups or workshops, where such loss or damage is caused by fire, and such tools and clothes 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 or clothes belonging to any one employee.

- (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 or clothes 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 or clothes as a result of such act or omission, be responsible for the loss of such tools or clothes.

(3) If an employer is responsible for the loss of an employee's tools or clothes as the result of the acts or omissions described in subclause (2), the Council shall have the right to purchase such tools or clothes on behalf of such employee, and to recover the cost thereof from such employer.

(4) 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).

(5) 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.

(6) 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 or to the Council in accordance with the provisions of subclause (3), 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

word en vir werknemers vir wie lone in klousule 30 (1) (a) tot en met (g) voorgeskrif word wat hy daar in sy diens het: Met dien verstande dat hierdie paragraaf slegs van toepassing is as die werk waarskynlik 'n maand of langer sal duur.

- (b) Op elke werkplek moet 'n werkgewer 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 rioolaansluiting 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 EN KLERE

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

(a) moet op elke werkplek en by elke werkwinkel 'n toesluitplek verskaf waarin die gereedskap en klere van die vakleerlinge, kweklinge en die werknemers vir wie lone in klousule 30 (1) (h) en (i) voorgeskrif word, toegesluit kan word;

(b) is aanspreeklik daarvoor dat toesluitplekke altyd behoorlik en/of veilig toegesluit gehou word behalwe wanneer die werkgewer of sy behoorlik aangestelde agent dit oopmaak ten einde gemagtigde toegang daartoe te verleen;

(c) is aanspreeklik vir enige verlies of beskadiging van die gereedskap of klere wat aan 'n werknemer behoort en wat in skure, toesluitplekke of werkwinkels bewaar word, as sodanige verlies of beskadiging deur brand veroorsaak word, en die werkgewer moet sodanige gereedskap en klere verseker teen sodanige verlies of beskadiging: Met dien verstande dat die totale aanspreeklikheid van 'n werkgewer hoogstens R150 ten opsigte van die gereedskap of klere van 'n bepaalde werknemer mag beloop.

- (2) As 'n werkgewer—

- (a) versuim om 'n toesluitplek ingevolge subklousule (1) te verskaf of in stand te hou; of
- (b) versuim om die gereedskap of klere van 'n werknemer ingevolge subklousule (1) (c) teen verlies en/of beskadiging weens brand te verseker;

is sodanige werkgewer aanspreeklik vir die verlies van sodanige gereedskap of klere indien 'n werknemer dit as gevolg van sodanige optrede of versuim verloor.

(3) As 'n werkgewer aanspreeklik is vir die verlies van 'n werknemer se gereedskap of klere as gevolg van die optrede of versuim soos in subklousule (2) gemeld, het die Raad die reg om sodanige gereedskap of klere namens die werknemer te koop en om die koste daarvan op die werkgewer te verhaal.

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

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

(6) Die beslissing van die Raad ooreenkomstig hierdie klousule is finaal in alle opsigte en veral ten opsigte van die bedrag wat 'n werkgewer aan 'n werknemer of ooreenkomstig subklousule (3) aan die Raad as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is.

#### 51. VERSKAFFING VAN GEREEDSKAP

- (1) 'n Werkgewer moet slypstene verskaf waarop gereedskap skerp-gemaak kan word. Waar daar geen slypsteen op die werkplek verskaf



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, dust-ers 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.

## H. SAFETY MEASURES

### 52. FIRST-AID EQUIPMENT

- (1) (a) Employers conducting operations in a factory, or on building or excavation work where five or more persons are working, shall provide and maintain in good condition a satisfactorily equipped first-aid box.
  - (b) An employer conducting operations in a factory, or on building or excavation work where less than five persons are working, but where the duration of the job is likely to be one month or longer, 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 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) Nothing 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. Noodhulppliga.
- 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.

word nie, moet 'n geskikte tyd en fasiliteite voor diensbeëindiging aan timmermans en skrynwerkers verleen word om hul gereedskap in orde te bring.

(2) 'n Werkgewer moet die volgende verskaf in die geval van:

- (a) *Asfaltwerkers*.—Rollers, kwaste en reihoute.
- (b) *Messelaars*.—(i) Alle snygereedskap wat gebruik word vir die sny van silikastene of enige soort steen wat net so hard is;  
(ii) snygereedskap wat gebruik word vir gewapende beton;  
(iii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmak van gereedskap.
- (c) *Timmermans*.—Alle klampe, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore wat meer as 300 mm lank is en alle hamers wat 1,5 kg 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 bewerk-ing van graniet of harde klip, en kloue;  
(ii) 'n bevoegde gereedskapsmid of geskikte middels en uitrusting vir die skerpmak van gereedskap.
- (e) *Skilders en muurplakkers*.—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 snymoere, snytappe en ratels;  
(iv) pypsnijgereedskap en -skroewe;  
(v) spesiale en swaar kalfaatysters en vuurkonkas;  
(vi) metaalpotte en groot gietlepel;  
(vii) beitels, ponse en muurpenne wat langer is as 230 mm;  
(viii) soldeerboute en blaaslampe;  
(ix) vyle en ystersaaglemme;  
(x) drewels wat meer as 50 mm in deursnee is;  
(xi) klinknaelstelle van grootte No. 12 en groter, en groefgereedskap;  
(xii) hamers en swaar klophammers vir plaatmetaalwerkers;  
(xiii) ponse, hol of solied, wat meer as 6 mm in deursnee is;  
(xiv) moersleutels en tange wat langer as 455 mm is.

## H. VEILIGHEIDSMATREËLS

### 52. EERSTEHULPUITRUSTING

- (1) (a) Werkgewers wat werksaamhede bestuur in 'n fabriek, of by bou- of uitgrawingswerk waar vyf of meer persone werk, moet 'n eerstehulpkissie wat op 'n bevredigende wyse uitgerus is, verskaf en in 'n goeie toestand bewaar.
  - (b) 'n Werkgewer wat werksaamhede verrig in 'n fabriek of by bou- of uitgrawingswerk waar daar minder as vyf persone werk maar waar die werk waarskynlik 'n maand of langer sal duur, moet 'n bevredigend uitgeruste eerstehulpkassie verskaf en in 'n goeie toestand bewaar.
  - (2) In alle fabriek, op persele waar masjinerie gebruik word, by bou- of uitgrawingswerk waar meer as 100 persone werksaam is, moet 'n bykomende kassie vir elke bykomende 100 persone verskaf word. Die getal eerstehulpkissies moet bereken word volgens die grootste getal persone wat op 'n bepaalde tydstip in diens is en 'n breuk van 100 moet as 100 bereken word. Waar die persone in skofte werk, moet die berekening geskied volgens die grootste getal werksaam op 'n bepaalde tydstip. Waar meer as 100 persone in diens is, moet 'n geskikte eerstehulpkamer verskaf word wat 'n tafel en geskikte rusbank bevat vir 'n persoon wat eerstehulp nodig het. Uitrusting soortgelyk aan dié in 'n eerstehulpkissie moet in 'n eerstehulpkamer gehou word.
  - (3) Elke eerstehulpkissie 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 eerstehulp mag in die eerstehulpkissie gehou word nie.
  - (5) Elke eerstehulpkissie moet gehou word op 'n plek wat, in geval van 'n ongeluk, geredelik toeganklik is, en daar moet minstens een sodanige kassie op elke verdieping van 'n gebou wees indien die Raad dit vereis.
  - (6) Behalwe waar daar minder as 10 persone werk, moet elke eerstehulpkissie onder die toesig van 'n verantwoordelike persoon geplaas word wat gedurende werkure geredelik beskikbaar is en wat die houer is van 'n bevoegdheidstifikaat in eerstehulp wat deur een van die volgende organisasies uitgereik word:
    - (a) Die S.A. Rooikruisvereniging;
    - (b) Die St John Ambulance Association;
    - (c) Die S.A. Noodhulppliga.
- In elke werkkamer moet daar op 'n opvallende en toeganklike plek 'n kennisgewing aangebring word wat meld maak van 'n eerstehulpkissie geplaas is en wat die naam is van die persoon wat vir sodanige kassie verantwoordelik is.

- (7) Every employer shall take all steps required to ensure—
- 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
  - 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 for whom wages are 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 mason's bankers to be less than 1,8 m apart, nor shall he permit dust to be blown off with exhaust or other air during working hours.
- (e) All squared or hammer-dressed stone shall be worked in the employer's yard or on the job, but may be reduced in size at the quarry by use of a spall hammer only. When the employer's yard is situated at the quarry, it shall be at a reasonably safe distance from the working face of the quarry.
- (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—
- in the shed where men are employed cutting stones; or
  - 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 or in the absence of such instrument in such area, wages which are lower 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.

### 54. SCAFFOLDING AND PLANT

Employers and employees shall observe the rules and the provisions set out in Appendix I 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 Appendix I or contain provisions not appearing in Appendix I, the provisions of the said regulations shall apply.

### I. 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

- (7) Elke werkgewer moet al die nodige stappe doen om te verseker—
- 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
  - dat beseerdes te alle tye stiptelik eerstehulpbehandeling en sodanige verdere mediese aandag verkry as wat nodig is.

### 53. BETON- EN KLIPWERK

- (1) *Betonwerk.*—'n Werkgewer moet 'n werknemer vir wie 'n loon in klousule 30 (1) (h) voorgeskryf word, 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 Werkgewer mag niemand anders as 'n klipmesselaar in diens neem as bediener van 'n klipdraai- of 'n skaafmasjien of 'n diamant- of karborundumsaag nie.
- (b) 'n Werkgewer mag niemand anders as 'n gekwalifiseerde klipmesselaar in diens neem vir werk wat gewoonlik deur klipmesselaars verrig word nie.
- (c) 'n Werkgewer moet 'n klipmesselaar gebruik om saaglemme in te sit, klip reg te sit vir saagwerk of om alle klippe vas en gelyk te sit vir poleermasjiene.
- (d) 'n Werkgewer mag nie toelaat dat die werkbanke van klipmesselaars minder as 1,8 m van mekaar af is nie, en hy mag ook nie toelaat dat stof gedurende werkure met uitlaat- of ander lug afgeblaas word nie.
- (e) Alle haakse of bekapte klip moet op die werkgewer se werf of op die werkplek bewerk word maar kan by die klipgroef kleiner gemaak word deur slegs 'n splinterhamer te gebruik. Wanneer 'n werkgewer se werf by die klipgroef geleë is, moet dit op 'n redelik veilige afstand van die werkfront van die klipgroef af wees.
- (f) 'n Werkgewer 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 bouterreine van toepassing is nie.
- (g) Dit is die plig van 'n werkgewer om te verseker dat daar nie met duntermasjiene gewerk word nie, en dit is die plig van 'n werknemer om nie met sodanig masjiene te werk nie—
- in die skuur waar manne besig is om klip te kap; of
  - binne 27,5 m van 'n klipmesselaar 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 Werkgewer mag nie in die Nywerheid of in die gebied waarop hierdie Ooreenkoms van toepassing is klip van watter tipe ook al wat vervaardig, afgewerk of gedeeltelik afgewerk is, na gelang van die geval, in 'n gebied in die Republiek van Suid-Afrika gebruik waarin die lone vir die betrokke werk laer is as dié wat vir sodanige werk voorgeskryf word in 'n statutêre loonreëlingsmaatreël wat op die Nywerheid in daardie gebied van toepassing is nie of, as daar nie so 'n maatreël in sodanige gebied bestaan nie, wat laer is as die lone wat voorgeskryf word in 'n statutêre loonreëlingsmaatreël wat van toepassing is in 'n gebied wat die naaste aan sodanige gebied is.
- (i) (i) Alle klipwerk van watter tipe ook al 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 bepaal.
- (ii) 'n Werkgewer mag nie by die oprigting van geboue of bouwerke klipwerk van watter tipe ook al wat vervaardig of gedeeltelik afgewerk is vir oprigting in 'n bepaalde gebou, gebruik nie tensy dit aldus gemerk of gestempel is.

### 54. STEIERWERK EN INSTALLASIES

Werkgewers en werknemers moet die reëls en die bepalinge nakom wat in Aanhangsel I van hierdie Ooreenkoms uiteengesit is: Met dien verstande dat in die mate waarin die regulasies ten opsigte van bou-, slopings- en uitgrawingswerk, gepubliseer kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, bepalinge bevat wat strydig is met Aanhangsel I, of bepalinge bevat wat nie in Aanhangsel I voorkom nie, die bepalinge van genoemde regulasies van toepassing moet wees.

### I. FONDSE EN DIE BEHEER DAAROO

#### 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 aan sodanige Fondse toeval, moet gedeponeer word in 'n bankrekening wat op naam van die betrokke Fonds geopen is, en



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 its 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 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

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 Posspaarbankrekenings of -sertifikate;
  - (iv) in spaarrekenings, permanente aandele of vaste deposito's in bouverenigings of banke;
  - (v) in 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) in wissels, obligasies of effekte uitgereik of gewaarborg deur die Randwaterraad, die Suid-Afrikaanse Yster en Staal Industriële Korporasie Beperk of die Elektrisiteitvoorsieningskommissie;
  - (vii) in deposito's by, of obligasies op 'n aandelemark in die Republiek van Suid-Afrika genoteer, uitgereik deur die Land- en Landboubank van Suid-Afrika;
  - (viii) in Suid-Afrikaanse Reserwebankaandele; of
  - (ix) op enige ander manier wat die Registrateur goedkeur.
- (b) Indien die bedrag in die krediet van die Bystandsfonds of die Mediese Hulpfonds te eniger tyd tot minder as R20 000 daal, moet die betaling van bystand gestaak word en mag dit nie hervat word nie voordat die bedrag in die krediet van die Bystandsfonds of die Mediese Hulpfonds meer as R40 000 beloop. Wanneer die betaling van bystand hervat word, moet eise afgehandel 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 werkgewer 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 rekenings van elkeen van die Fondse laat hou en moet 'n jaarrekening van al die inkomste en uitgawes van die Fonds en 'n staat wat die bates en laste daarvan toon vir die tydperk wat op 31 Desember elke jaar eindig, laat opstel. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeurs van die Raad, wat openbare rekenmeesters moet wees, 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 jaarrekenings 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 Bystandsfonds 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 oorgedra word na ander fondse wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fondse gestig is nie, moet die Fondse deur die Bestuurskomitee wat dan bestaan, gelikwider word soos in subklousule (7) (b) van hierdie klousule voorgeskryf. Die Fondse moet gedurende genoemde tydperk van 12 maande of totdat hulle oorgedra word na 'n ander fonds soos hierbo bedoel, geadminestreer word deur die Bestuurskomitee wat dan 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 beide kante om die Vakansiefonds en die Vakansie- en Siekebesoldigingsfonds te administreer, terwyl die Bystandsfonds en die Mediese Hulpfonds nog geadminestreer moet word deur die Bestuurskomitee wat dan bestaan. 'n Vakature in 'n komitee kan uit die geledere van die werkgewers of die werknemers, na gelang van die geval, deur die Registrateur op so 'n manier gevul word dat 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

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), 40 (1) (d), 41 (1) (f) and 42 (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), 40 (1) (d), 41 (1) (f) and 42 (1) (d) is less than R2, 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), 40 (1) (d), 41 (1) (f) and 42 (1) (d), and R2.

#### 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 clauses 39 (1) (a) and (b), 41 (1) (a) and (b) and 42 (1) (a) 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 herein-after 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), read with clause 41 (6).
- (b) The Council shall ascertain the amount due to the employee, as reflected by the holiday pay and holiday allowance 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: Provided that the Council may deduct the following amounts from any payment due to an employee:
  - (i) Payments, if any, made by the Council in terms of subclauses (9) and/or (10) of this clause;
  - (ii) all overdue moneys which are owing by the employee to the Building Industry Medical Aid Fund in accordance with the provisions of the rules referred to in clause 60 (5) and (6) of this Agreement.
- (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 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 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.
- (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) read with clauses 41 (6) and 42 (5), and 59 (6) (b) unless—
  - (a) such stamps are affixed in a contribution book obtained from the Council; and

hierdie Ooreenkoms deur die komitee wat ingevolge hierdie subklousule funksioneer, of die trustee of trustees, na gelang van die geval, gelikwiedeer word soos in subklousule (7) van hierdie klousule voorgeskryf, en as die sake van die Raad by die verstryking van die Ooreenkoms reeds gelikwiedeer 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 uitgemaak het.

- (7) (a) By die likwidasië 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 likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word.
- (b) By die likwidasië 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), 40 (1) (d), 41 (1) (f) en 42 (1) (d) betaal, val aan die algemene fondse van die Raad toe.
- (2) As die totale bedrag wat deur 'n werkgewer kragtens klousules 39 (1) (f), 40 (1) (d), 41 (1) (f) en 42 (1) (d) aan die Raad betaalbaar is, gedurende enige maand minder as R2 is, moet sodanige werkgewer nogtans aan die Raad, op die wyse in klousule 20 voorgeskryf, die verskil betaal tussen die bedrae betaalbaar kragtens klousules 39 (1) (f), 40 (1) (d), 41 (1) (f) en 42 (1) (d) en R2.

#### 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 klousules 39 (1) (a) en (b), 41 (1) (1) en (b) en 42 (1) (a) 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 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 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), gelees met klousule 41 (6), verkry het, by die Sekretaris van die Raad indien.
- (b) Die Raad moet die bedrag bepaal wat aan die werknemer verskuldig is, soos weergegee deur die vakansiebesoldigings- en vakansietoelaewarde van die seëls wat in sy bydraeboek geplak is 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: Met dien verstande dat die Raad die volgende bedrae kan aftrek van enige besoldiging wat aan 'n werknemer verskuldig is:
  - (i) Bedrae, as daar is, wat die Raad ingevolge subklousules (9) en/of (10) van hierdie klousule betaal het;
  - (ii) alle agterstallige geld wat die werknemer ooreenkomstig die reëls in klousule 60 (5) en (6) van hierdie Ooreenkoms bedoel aan die Mediese Hulpfonds van die Bounywerheid skuld.
- (c) Tensy die Raad magtiging vir 'n ander wyse van betaling verleen het, moet betaling geskied deur middel van 'n tjek 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 aan die algemene fondse van die Raad en/of 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 goedgevinde magtiging vir die betaling daarvan verleen.
- (7) Die Raad is nie aanspreeklik vir betalings ingevolge subklousule (4) van hierdie klousule ten opsigte van seëls wat ingevolge klousule 39 (8) (a), gelees met klousules 41 (6) en 42 (5), en klousule 59 (6) (b) aan werknemers uitgereik is nie, tensy—
  - (a) sodanige seëls ingeplak is in 'n bydraeboek wat van die Raad verkry is; en



- (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 coupons shall be in such form as the Council may decide and each coupon shall bear a number corresponding to the number of the employee's contribution book.
- (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 allowance 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.
- (d) The provisions of this subclause shall not apply to apprentices or employees for whom wages are prescribed in clause 30 (1) (j).
- (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 on by the Council in terms of subclause (4) of this clause.

#### 58. BUILDING EMPLOYEES' HOLIDAY AND SICK PAY FUND

(1) *Continuation.*—The operation of the Fund established under Government Notice R.1995 of 24 October 1975, and known as the "Building Employees' Holiday and Sick Pay Fund" (hereinafter referred to as the "Holiday and Sick Pay 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 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

(b) sodanige bydraeboek by die Sekretaris van die Raad ingedien is voor die begin van die vakansietydperk in kousule 29 (1) (a) voorgeskryf: Met dien verstande dat die Raad magtiging kan verleen vir betaling aan enige werknemer wat nie sy bydraeboek teen sodanige datum ingedien het nie.

(8) Behoudens subkousule (9) van hierdie kousule, is 'n werknemer nie voor die dag wat die Raad ooreenkomstig subkousule (4) van hierdie kousule 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 kousule 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 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 vakansietoelaewarde van die seëls wat geplak is op die koepon wat in paragraaf (a) bedoel word, aan die werknemer betaal op voorwaarde dat die werknemer minstens twee werkdade voor 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 terugbetaling van die bedrag wat ingevolge subparagraaf (i) betaal is, geregtig nie indien die betrokke 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.

(d) Hierdie subkousule is nie van toepassing op vakleerlinge of op werknemers vir wie lone in kousule 30 (1) (j) voorgeskryf is nie.

(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 subkousule (4) aan so 'n werknemer betaalbaar is.

(b) Die Raad moet die bedrag ingevolge paragraaf (a) afgetrek, aan 'n bouvereniging, bank of ander geregistreerde deposito-nemende instelling betaal as 'n krediet in die rekening wat die werknemer aanwys.

(c) Magtiging deur 'n werknemer kragtens hierdie subkousule—

(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 subkousule (4) van hierdie kousule besluit.

#### 58. VAKANSIE EN SIEKEBESOLDIGINGSFONDS VIR BOUWERKNEMERS

(1) *Voortsetting.*—Die Fonds wat by Goewermentskennisgewing R.1995 van 24 Oktober 1975 ingestel is en bekend staan as die „Vakansie- en Siekebesoldigingsfonds vir Bouwerknemers" (hierna die „Vakansie- en Siekebesoldigingsfonds" of die „Fonds" genoem), word hierby voortgesit.

(2) *Bydraes.*—Die bedrae wat die werkgewers ingevolge kousule 40 (1) (a) en (b) betaal, moet, behoudens kousule 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

possible after the last pay day in October of each year, and not later than three weeks thereafter, every employee, or his employer on his behalf, shall deposit with the Secretary of the Council the contribution book obtained by him in terms of clause 40 (9).

- (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 period, 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 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) Subject to the provisions of subclause (9), 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) (a) to (g), inclusive, shall contain detachable coupons for payments in respect of each of the said public holidays.
- (b) The coupons shall be in such form as the Council may decide and each coupon shall bear a number corresponding to the number of the employee's contribution book.
- (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 sick pay 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.

#### 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 clauses 39 (1) (d) and 41 (1) (d) shall be paid by the Council into the Benefit Fund, for application to the objects of the Fund.

werknemer, of sy werkgewer namens hom, 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 kousule 40 (9) verkry het by die Sekretaris van die Raad indien.

- (b) Die Raad moet die bedrag bepaal wat aan die werknemer verskuldig is en wat weerspieël word deur die vakansie- en siekebesoldigingswaarde van die seëls wat in sy bydraeboek geplak is, 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 kousule 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 subkousule (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 aan 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 aanspreeklik vir betalings ingevolge subkousule (4) van hierdie kousule ten opsigte van seëls wat ingevolge kousule 40 (8) aan werknemers uitgereik is 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 in kousule 29 (1) (a) voorgeskryf: Met dien verstande dat die Raad magtiging kan verleen vir betaling aan enige werknemer wat nie sy bydraeboek teen sodanige datum ingedien het nie.

(8) Behoudens subkousule (9), is 'n werknemer nie voor die dag wat die Raad ooreenkomstig subkousule (4) van hierdie kousule 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.

(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 kousule 30 (1) (a) tot en met (g) 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 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 vakansie- en die siekebesoldigingswaarde van die seëls wat geplak is op die koepon in paragraaf (a) bedoel, aan die werknemer betaal op voorwaarde dat die werknemer minstens twee werkdade voor 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 terugbetaling van die bedrag wat ingevolge subparagraaf (i) betaal is, geregtig nie indien die betrokke 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.

#### 59. BYSTANDSFONDS VAN DIE BOUNYWERHEID

(1) *Voortsetting.*—Die Fonds 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 kousule 55, moet die bedrae wat deur werkgewers ingevolge kousules 39 (1) (d) en 41 (1) (d) betaal word, deur die Raad in die Bystandsfonds gestort word vir aanwending ter verwesenliking van die doelstellings van die Fonds.



- (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 liable for the total value of such lost tools.
- (4) *Membership.*—Membership of the Fund shall be compulsory for apprentices and for employees for whom wages are prescribed in clause 30 (1) (h) of Part I of the Agreement and clause 80 (1) (h) of Part II of the Agreement: Provided that the provisions of this clause shall not apply in respect of employees for whom wages are prescribed in clause 30 (1) (i) of Part I of the Agreement and clause 80 (1) (i) of Part II of the Agreement.
- (5) *Administration of the Benefit Fund.*—(a) The Benefit Fund shall be administered by a management committee appointed by the Council and consisting of two representatives 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 Manpower Utilisation.
  - (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.
  - (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.
- (7) *Benefits inalienable.*—The benefits provided by the Benefit Fund are not transferable and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits to which he would have been entitled during such period as may be determined by the Council.

#### 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 clauses 39 (1) (e), 41 (1) (e) and 42 (1) (c) 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 service 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

- (3) *Doelstellings.*—Die doelstellings van die Bystandfonds is—
- (a) om lede te vergoed vir verlies van verdienste weens—
    - (i) siekte of ongeluk;
    - (ii) gure 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 hul gereedskap as gevolg van diefstal uit toeluitplekke en werkwinkels: Met dien verstande dat indien 'n werknemer sy gereedskap verloor as gevolg van die optrede of versuim van 'n werkgever soos in klousule 50 (2) van die Ooreenkoms beskryf, die werkgever van sodanige werknemer vir die totale waarde van sodanige verlore gereedskap aanspreeklik is.
- (4) *Lidmaatskap.*—Lidmaatskap van die Fonds is verpligtend vir vakleerlinge en vir werknemers vir wie lone in klousule 30 (1) (h) van Deel I van die Ooreenkoms en klousule 80 (1) (h) van Deel II van die Ooreenkoms voorgeskryf word: Met dien verstande dat hierdie klousule nie van toepassing is op werknemers vir wie lone in klousule 30 (1) (i) van Deel I van die Ooreenkoms en klousule 80 (1) (i) van Deel II van die Ooreenkoms voorgeskryf word nie.
- (5) *Administrasie van die Bystandfonds.*—(a) Die Bystandfonds word geadminestreer deur 'n bestuurskomitee wat deur die Raad aangestel is en wat bestaan uit twee verteenwoordigers van elkeen van die vakverenigings wat in die Raad verteenwoordig word en uit 'n ooreenstemmende getal verteenwoordigers van—
- (b) (i) Die Bystandfonds 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 Mannekragbenutting ingedien word.
  - (c) Die komitee kan enigeen van 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 appél aan te teken by die Raad, wie se beslissing finaal is.
  - (d) Geskille oor die uitleg, betekenis of bedoeling van enigeen van die bepalings van hierdie klousule of oor die administrasie van die Bystandfonds, 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 bystand.*—(a) Die bystand wat lede toekom, moet van die aard en omvang wees wat in die reëls van die Bystandfonds voorgeskryf word.
- (b) Seëls wat deur die Bystandfonds ooreenkomstig die reëls van die Fonds aan lede uitgereik word wat reeds siekte- of ongeluksbystand ontvang, moet beskou word as uitgereik ooreenkomstig klousule 39.
- (7) *Bystand nie vervreembaar nie.*—Die bystand wat deur die Bystandfonds verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, sedeer, verpand of verhipotek, of dit probeer doen, verbeur al die bystand waarop hy gedurende sodanige tydperk as wat die Raad bepaal geregtig sou gewees het.

#### 60. MEDIESE HULPFONDS VAN DIE BOUNYWERHEID

- (1) *Voortsetting.*—Die Fonds wat by Goewermentskennisgewing 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 werkgevers ingevolge klousules 39 (1) (e), 41 (1) (e) en 42 (1) (c) 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, chirurgiese 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 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 ver-

- 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—
- with any hospital, registered nursing home or similar institution for the care of sick or convalescent members and their dependants;
  - 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) and (j) of Part I of the Agreement and clause 80 (1) (h) and (j) of Part II of the Agreement.
- (b) *Voluntary members.*—(i) An employee of the Industrial Council; or
- an employee of a trade union which is a party to the Council; or
  - an employee of the Master Builders' and Allied Industries Association, Durban; or
  - a person who is a member of the Master Builders' and Allied Industries Association, Durban; or
  - 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 Industries 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.*—Membership of the Fund shall be compulsory for apprentices, and the provisions of this clause and of the rules of the Fund shall *mutatis mutandis* apply to such persons: Provided that the provisions of this clause shall not apply in respect of employees for whom wages are prescribed in clause 30 (1) (i) of Part I of the Agreement and clause 80 (1) (i) of Part II of the Agreement.
- (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.
- (5) **Administration of the Fund.**—(a) The provisions of clause 59 (5) shall *mutatis mutandis* apply to the administration of the Fund.
- (b) All overdue moneys which are owing by a member to the Medical Aid Fund in accordance with the provisions of the rules of the Fund, may be deducted by the Council from any holiday pay and holiday allowance paid to such member in the manner prescribed in clause 57 (4) of this Agreement.
- (c) Where moneys are owing by the Fund to a member in accordance with the provisions of the rules of the Fund, and such moneys have remained unclaimed for a period of at least 12 consecutive calendar months, and the Fund is subsequently unable to trace the member at his latest address on record with the Fund, such amount shall become forfeit and shall accrue to the accumulated funds of the Fund. The Fund shall, however, consider any application for the refund of a forfeited amount, and may pay such amount to the member concerned.
- (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,<br>para-<br>medical<br>and optical | Medicines<br>and in-<br>jection<br>material | Dental |
|---------------------------------------------------|---------------------------------------------|---------------------------------------------|--------|
|                                                   | R                                           | R                                           | R      |
| (a) A single member .....                         | 350                                         | 75                                          | 150    |
| (b) A member with one de-<br>pendant .....        | 700                                         | 150                                         | 300    |
| (c) A member with more<br>than one dependant .... | 875                                         | 200                                         | 375    |

- betering en bevordering van die 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—
- enige hospitaal, geregistreerde verpleeginrigting of soortgelyke inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;
  - enige ander persoon, liggaam, inrigting of owerheid ten opsigte van paramediese dienste soos wat van tyd tot tyd in die reëls gespesifiseer 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 bystand 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) en (j) van Deel I van die Ooreenkoms en klousule 80 (1) (h) en (j) van Deel II van die Ooreenkoms voorgeskryf word.
- (b) *Vrywillige lidmaatskap.*—(i) 'n Werknemer van die Nywerheidsraad; of
- 'n werknemer van 'n vakvereniging wat 'n party by die Raad is; of
  - 'n werknemer van die Master Builders' and Allied Industries Association, Durban; of
  - 'n persoon wat lid is van die Master Builders' and Allied Industries Association, Durban; of
  - '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 Industries 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) *Vakleerlinge.*—Lidmaatskap van die Fonds is verpligtend vir vakleerlinge, en hierdie klousule en die reëls van die Fonds is *mutatis mutandis* op sodanige persone van toepassing: Met dien verstande dat hierdie klousule nie van toepassing is op werknemers vir wie lone in klousule 30 (1) (i) van Deel I van die Ooreenkoms en klousule 80 (1) (i) van Deel II van die Ooreenkoms voorgeskryf word nie.
- (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) **Administrasie van die Fonds.**—(a) Klousule 59 (5) is *mutatis mutandis* op die administrasie van die Fonds van toepassing.
- (b) Die Raad kan alle agterstallige geld wat 'n lid ooreenkomstig die reëls van die Fonds aan die Mediese Hulpfonds skuld, aftrek van die vakansiebesoldiging en vakansietoelae wat aan sodanige lid betaal is, en wel op die wyse in klousule 57 (4) van hierdie Ooreenkoms voorgeskryf.
- (c) As die Fonds ooreenkomstig die reëls van die Fonds geld aan 'n lid skuld en sulke geld vir 'n tydperk van minstens 12 agtereenvolgende maande onopgeëis gebly het en die Fonds daarna nie die lid kan opspoor by sy jongste adres soos by die Fonds aangeteken nie, word sodanige geld verbeurd verklaar en val dit aan die opgehoofte fondse van die Fonds toe. Die Fonds moet egter enige aansoek om die terugbetaling van 'n verbeurde bedrag oorweeg en hy kan sodanige bedrag aan die betrokke lid terugbetaal.
- (6) **Betaling van bystand.**—Bystand word ten opsigte van lede en hul afhanklikes betaal ooreenkomstig die reëls van die Mediese Hulpfonds.
- (7) **Bystand.**—Behoudens die reëls van die Fonds, mag die totale bedrag wat deur die Fonds gedra word ten opsigte van eise om betaling namens 'n lid en/of sy afhanklikes wat gedurende 'n bepaalde kalenderjaar aanvaar word, hoogstens soos hieronder wees, in die geval van:

|                                                | Medies,<br>paramedies<br>en oogkun-<br>dig | Medisyne<br>en inspi-<br>rations-<br>materiaal | Tandheel-<br>kundig |
|------------------------------------------------|--------------------------------------------|------------------------------------------------|---------------------|
|                                                | R                                          | R                                              | R                   |
| (a) 'n Ongetroude lid .....                    | 350                                        | 75                                             | 150                 |
| (b) 'n lid met een afhank-<br>like .....       | 700                                        | 150                                            | 300                 |
| (c) 'n lid met meer as een<br>afhanklike ..... | 875                                        | 200                                            | 375                 |



(8) *Benefits inalienable*.—The benefits provided by the Medical Aid Fund are not transferable, and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits to which he and his dependants would have been entitled during such period as may be determined by the Council.

#### 61. DURBAN BUILDING INDUSTRY PENSION SCHEME

(1) The amounts paid by employers in terms of clauses 39 (1) (c), 41 (1) (c) and 42 (1) (b) 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 pension, death and other benefits for members.

(b) The Council shall be empowered to enter into an agreement or agreements with an insurance company or companies with the object of providing pension, death and other benefits for members.

(3) *Membership*.—Membership of the Scheme shall be compulsory for apprentices and for employees for whom wages are prescribed in clause 30 (1) (h) and (j) of Part I of the Agreement and clause 80 (1) (h) and (j) of Part II of the Agreement: Provided that the provisions of this clause shall not apply in respect of employees for whom wages are prescribed in clause 30 (1) (i) of Part I of the Agreement and clause 80 (1) (i) of Part II of the Agreement.

(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).

(6) *Benefits inalienable*.—The benefits provided by the Pension Scheme are not transferable, and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits, or any portion thereof, to which he and his dependants would have been entitled, as may be determined by the Council.

#### 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 pension, death and other benefits for members.

(b) The Council shall be empowered to enter into an agreement or agreements with an insurance company or companies with the object of providing pension, death and other benefits for members.

(3) *Membership*.—Membership of the Scheme shall be compulsory for employees for whom wages are prescribed in clause 30 (1) (a) to (g) inclusive of Part I of the Agreement and clause 80 (1) (a) to (g) inclusive of Part II of the Agreement.

(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).

(6) *Benefits inalienable*.—The benefits provided by the Pension Scheme are not transferable, and any member who assigns, transfers, cedes, pledges or hypothecates his rights, or who attempts to do so, shall forfeit all benefits, or any portion thereof to which he and his dependants would have been entitled, as may be determined by the Council.

#### 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 clauses 39, 40 and 41.

(2) The amounts paid by employers in terms of clauses 39 (1) (g), 40 (1) (e), and 41 (1) (g) shall be paid by the Council monthly to the National Fund.

(3) Copies of the constitution of the National Fund shall be lodged with the Council and with the Secretary for Manpower Utilisation, and copies of the balance sheet and audited annual accounts of the Fund shall be lodged with the Council and the Secretary for Manpower Utilisation within three months of the close of the period covered thereby.

(8) *Bystand nie vervreembaar nie*.—Die bystand wat deur die Mediese Hulpfonds verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, sodeer, verpand of verhipotekeer, of dit probeer doen, verbeur al die bystand waarop hy en sy afhanklikes gedurende sodanige tydperk as wat die Raad bepaal geregtig sou gewees het.

#### 61. PENSIOENSKEMA VAN DIE BOUNYWERHEID, DURBAN

(1) Die bedrae wat deur werkgewers ingevolge klousules 39 (1) (c), 41 (1) (c) en 42 (1) (b) betaal word, moet deur die Raad aan die versekeringsmaatskappy of -maatskappye betaal word met wie 'n ooreenkoms of ooreenkomste in subklousule (2) (b) bedoel aangegaan is, om dit vir die verwesenliking van die doelstellings van die Pensioenskema aan te wend.

(2) *Doelstellings*.—(a) Die doelstellings van die Pensioenskema is om pensioen-, sterfte- en ander bystand vir lede te verskaf.

(b) Die Raad is gemagtig om 'n ooreenkoms of ooreenkomste met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om pensioen-, sterfte- en ander bystand vir lede te verskaf.

(3) *Lidmaatskap*.—Lidmaatskap van die Skema is verpligtend vir vakleerlinge en vir werknemers vir wie die lone in klousule 30 (1) (h) en (j) van Deel I van die Ooreenkoms en klousule 80 (1) (h) en (j) van Deel II van die Ooreenkoms voorgeskryf word: Met dien verstande dat hierdie klousule nie van toepassing is op werknemers vir wie lone in klousule 30 (1) (i) van Deel I van die Ooreenkoms en klousule 80 (1) (i) van Deel II van die Ooreenkoms voorgeskryf word nie.

(4) *Administrasie van die Skema*.—Die Skema word geadminestreer ooreenkomstig die ooreenkoms of ooreenkomste wat ingevolge subklousule (2) (b) aangegaan word.

(5) *Betaling van bystand*.—Betaling van bystand moet ten opsigte van lede gedoen word ooreenkomstig die ooreenkoms of ooreenkomste wat ingevolge subklousule (2) (b) aangegaan word.

(6) *Bystand nie vervreembaar nie*.—Die bystand wat deur die Pensioenskema verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, sodeer, verpand of verhipotekeer, of dit probeer doen, verbeur al die bystand, of 'n gedeelte daarvan, waarop hy en sy afhanklikes geregtig sou gewees het soos wat die Raad bepaal.

#### 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) bedoel, aangegaan is, om dit vir die verwesenliking van die doelstellings van die Pensioenskema aan te wend.

(2) *Doelstellings*.—(a) Die doelstellings van die Pensioenskema is om pensioen-, sterfte- en ander bystand vir lede te verskaf.

(b) Die Raad is gemagtig om 'n ooreenkoms of ooreenkomste met 'n versekeringsmaatskappy of -maatskappye aan te gaan met die doel om pensioen-, sterfte- en ander bystand vir lede te verskaf.

(3) *Lidmaatskap*.—Lidmaatskap van die Skema is verpligtend vir werknemers vir wie lone in klousule 30 (1) (a) tot en met (g) van Deel I van die Ooreenkoms en klousule 80 (1) (a) tot en met (g) van Deel II van die Ooreenkoms voorgeskryf word.

(4) *Administrasie van die Skema*.—Die Skema word geadminestreer ooreenkomstig die ooreenkoms of ooreenkomste wat ooreenkomstig subklousule (2) (b) aangegaan word.

(5) *Betaling van bystand*.—Betaling van bystand moet ten opsigte van lede gedoen word ooreenkomstig die ooreenkoms of ooreenkomste wat ingevolge subklousule (2) (b) aangegaan word.

(6) *Bystand nie vervreembaar nie*.—Die bystand wat deur die Pensioenskema verskaf word, is nie oordraagbaar nie, en 'n lid wat sy regte afstaan, oordra, sodeer, verpand of verhipotekeer, of dit probeer doen, verbeur al die bystand, of 'n gedeelte daarvan, waarop hy en sy afhanklikes geregtig sou gewees het soos wat die Raad bepaal.

#### 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 hierby 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 klousules 39, 40 en 41.

(2) Die bedrae wat ingevolge klousules 39 (1) (g), 40 (1) (e) en 41 (1) (g) deur werkgewers betaal word, moet deur die Raad maandeliks aan die Nasionale Fonds betaal word.

(3) Kopieë van die konstitusie van die Nasionale Fonds moet by die Raad en by die Sekretaris van Mannekragbenutting ingedien word, en kopieë van die balansstaat en geauditeerde jaarrekenings van die Fonds moet by die Raad en by die Sekretaris van Mannekragbenutting ingedien word binne drie maande na die sluiting van die tydperk waarop dit betrekking het.

(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, 40 and 41.

(2) The amounts paid by employers in terms of clauses 39 (1) (h), 40 (1) (f) and 41 (1) (g) shall be paid by the Council monthly to the Training Fund.

(3) Copies of the Constitution of the Training Fund shall be lodged with the Council and with the Secretary for Manpower Utilisation, and copies of the balance sheet and audited annual accounts of the Fund shall be lodged with the Council and the Secretary for Manpower Utilisation 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), 40 (1) (g) and 41 (1) (i) shall be paid by the Council monthly to the Master Builders' and Allied Industries Association, Durban.

#### 66. TRADE UNION SUBSCRIPTIONS

(1) (a) The amounts paid by employers in terms of the provisos to clauses 39 (1) and 41 (1), read with the provisions of clauses 39 (4) (b) and 41 (4) (b), shall be paid by the Council monthly to the trade unions concerned, in such manner as may be determined by the Council from time to time.

(b) Annually, on completion of the assessment and payment of holiday pay in each year in the manner prescribed in clause 57 (4), the Council shall forward a listing to each trade union showing the names of the employees who are members of that union and the total trade union subscriptions paid by each employee in accordance with the provisions of clauses 39 (4) (b) and 41 (4) (b) during that year.

(2) (a) An employer shall, upon receipt of a written request from a foreman or general foreman to whom the provisions of clause 42 applies and who is a member of one of the trade unions, deduct each week from the wages due to such foreman or general foreman the amount payable by him as a subscription to the trade union concerned in terms of the constitution of that union.

(b) Not later than the seventh day of each month, an employer shall pay to the trade union concerned the amounts deducted by him in accordance with the provisions of paragraph (a) during the preceding month.

### PART II

#### J. SPECIAL PROVISIONS APPLICABLE TO THE MASS MANUFACTURING SECTION OF THE BUILDING INDUSTRY

##### 67. SCOPE OF APPLICATION

(1) The terms of Part II of this Agreement shall be observed in the Mass Manufacturing Section of 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 Part II 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 foremen;

(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 instelling 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 bydraes ooreenkomstig die prosedure hieronder uiteengesit, gelees met klousules 39, 40 en 41.

(2) Die bedrae wat ingevolge klousules 39 (1) (h), 40 (1) (f) en 41 (1) (h) deur werkgewers betaal word, moet deur die Raad maandeliks aan die Opleidingsfonds betaal word.

(3) Kopieë van die konstitusie van die Opleidingsfonds moet by die Raad en by die Sekretaris van Mannekragbenutting ingedien word en kopieë van die balansstaat en geouditeerde jaarlikse rekenings van die Fonds moet binne drie maande na die einde van die tydperk waaroor dit handel, by die Raad en by die Sekretaris van Mannekragbenutting ingedien word.

(4) Vir die toepassing van hierdie klousule, omvat die uitdrukking „konstitusie” alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

#### 65. SPESIALE LIDMAATSKAPHEFFING.—WERKGEWERS

Die bedrae wat werkgewers ingevolge klousules 39 (1) (i), 40 (1) (g) en 41 (1) (i) betaal, moet maandeliks deur die Raad aan die Master Builders' and Allied Industries Association, Durban, betaal word.

#### 66. LEDEGELD VAN VAKVERENIGINGS

(1) (a) Die Raad moet die bedrae wat werkgewers betaal ingevolge die voorbehoudsbepalings van klousules 39 (1) en 41 (1), gelees met klousules 39 (4) (b) en 41 (4) (b), maandeliks aan die betrokke vakverenigings betaal op die wyse wat die Raad van tyd tot tyd bepaal.

(b) Die Raad moet jaarliks by voltooiing van die raming en betaling van vakansiebesoldiging in elke jaar op die wyse in klousule 57 (4) voorgeskryf, 'n lys aan elke vakvereniging stuur met die name van die werknemers wat lede van dié vereniging is en die totale vakverenigingsledes wat elke werknemer ooreenkomstig klousules 39 (4) (b) en 41 (4) (b) gedurende dié jaar betaal het.

(2) (a) 'n Werkgever moet by ontvangs van 'n skriftelike versoek van 'n voorman of algemene voorman op wie klousule 42 van toepassing is en wat 'n lid van een van die vakverenigings is, elke week die bedrag wat hy ingevolge dié vakvereniging se konstitusie as ledegeld aan die betrokke vakvereniging moet betaal, aftrek van die loon wat aan sodanige voorman of algemene voorman verskuldig is.

(b) 'n Werkgever moet voor of op die sewende dag van elke maand aan die betrokke vakvereniging die bedrae betaal wat hy ooreenkomstig paragraaf (a) gedurende die vorige maand afgetrek het.

### DEEL II

#### J. SPESIALE BEPALINGS VAN TOEPASSING OP DIE MASSAVERVAARDIGINGSEKSE VAN DIE BOUNYWERHEID

##### 67. TOEPASSINGSBESTEK

(1) Deel II van hierdie Ooreenkoms moet in die Massavervaardigingseksie van die Bounywerheid nagekom word—

- (a) deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie of van enigiene van die vakverenigings is;
- (b) in die landdrosdistrikte Durban (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermetskennigging 1401 van 16 Augustus 1968 binne die landdrosdistrik Umlazi geval het), Pinetown en Inanda.

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

- (a) op vakleerlinge van toepassing slegs vir sover dit nie onbestaanbaar is met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens voorgeskryf is nie;
- (b) op kwekelinge van toepassing slegs vir sover dit nie onbestaanbaar is met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens voorgeskryf is nie;
- (c) nie op klerklike werknemers of op werknemers wat administratiewe pligte verrig of op 'n lid van die administratiewe personeel van toepassing nie;
- (d) op voormanne van toepassing;



- (e) not apply to employers and employees who are subject to the provisions of Part I of the Agreement;
- (f) not apply in respect of any off-site workshop which is not registered with the Council in the manner prescribed in clause 74: Provided that the provisions of clauses 68 (1) (c) and 85 shall only apply to apprentices, learners, trainees and employees for whom wages are prescribed in clause 80 (1) (h) and (i).

#### 68. CERTAIN PROVISIONS OF PART I OF THE AGREEMENT ALSO APPLICABLE TO PART II OF THE AGREEMENT

- (1) Subject to the provisions of subclause (2)—
- (a) the provisions of clauses 5, 6, 8, 9, 10 (3) and (4), 14, 15, 16, 17, 18, 20, 22, 23, 24, 35, 36, 37, 38, 39, excluding subclauses (1) (i) and (4) (b), 40, excluding subclauses (1) (g) and (4) (b), 41, excluding subclauses (1) (i) and (4) (b), 42, 43 (2), 45, excluding subclause (3) (e), 46, 49, 52, 55, 56, 69, 60, 61, 62, 63 and 64 of Part I of the Agreement shall *mutatis mutandis* apply to this Part;
- (b) the provisions of clauses 2, 4, 7, 10 (1) and (2), 39 (1) (i) and (4) (b), 40 (1) (g) and (4) (b), 41 (1) (i) and (4) (b), 45 (3) (e), 65 and 66 of Part I of the Agreement shall *mutatis mutandis* apply to this Part;
- (c) the provisions of clause 47 of Part I of the Agreement shall, subject to the proviso to clause 67, *mutatis mutandis* apply to this Part.
- (2) Where the provisions of Part I are in conflict with the provisions of Part II, the latter provisions shall apply and shall have preference: Provided that, in the application of the applicable provisions of Part I to Part II of this Agreement, any reference to an employee for whom wages are prescribed in the clause mentioned in column A hereunder, shall be deemed to be a reference to an employee for whom wages are prescribed in the clause mentioned in column B hereunder.

|     | A<br>Employee for whom<br>wages are prescribed<br>in clause— | B<br>Deemed to be an employee<br>for whom wages are<br>prescribed in clause— |
|-----|--------------------------------------------------------------|------------------------------------------------------------------------------|
| (a) | 30 (1) (a)                                                   | 80 (1) (a)                                                                   |
| (b) | 30 (1) (b)                                                   | 80 (1) (b) and (c)                                                           |
| (c) | 30 (1) (f)                                                   | 80 (1) (d) and (e)                                                           |
| (d) | 30 (1) (g)                                                   | 80 (1) (g)                                                                   |
| (e) | 30 (1) (h)                                                   | 80 (1) (h)                                                                   |
| (f) | 30 (1) (i)                                                   | 80 (1) (i)                                                                   |
| (g) | 30 (1) (j)                                                   | 80 (1) (j):                                                                  |

Provided further that, unless inconsistent with the context, an employee for whom wages are prescribed in clause 30 (1) (f) shall also be deemed to be an employee for whom wages are prescribed in clause 80 (1) (f).

#### 69. DEFINITIONS

Any term used in this Part and which is not defined herein but which is defined in clause 3 of Part I of this Agreement shall have the same meaning as in that Part, and, further—

“affixed” means any process whereby an article is, or is intended to be, attached to a building in such a manner that it becomes immovable;

“built-in” means any process whereby an article is, or is intended to be, structurally integrated or otherwise incorporated into a building permanently in such a manner that it loses its own separate identity and character and becomes part of the fabric of the building;

“circular saw” means a circular saw working in a bench (including a rack-bench) for the purpose of ripping, deep cutting or cross cutting, but does not include a swing saw or other saw which is moved towards the wood;

“competent person” means a person who—

(1) has served an apprenticeship in an engineering trade which included the operation and maintenance of machinery, or who has had at least five years' practical experience in the operation and maintenance of machinery and who during or subsequent to such apprenticeship or period of practical experience, as the case may be, has had not less than one year's experience in maintenance and operation appropriate to the class of machinery of which he is required to take charge or which he is required to examine, or in connection with which he is required to work; or

- (e) nie van toepassing op werkgewers en werknemers wat aan Deel I van die Ooreenkoms onderworpe is nie;
- (f) nie van toepassing is op 'n werkwinkel buite die terrein wat nie op die wyse in klousule 74 voorgeskryf by die Raad geregistreer is nie;

Met dien verstande dat klousules 68 (1) (c) en 85 van toepassing is slegs op vakleerlinge, leerlinge, kwekelinge en werknemers vir wie lone in klousule 80 (1) (h) en (i) voorgeskryf word.

#### 68. SEKERE BEPALINGS VAN DEEL I VAN DIE OOREENKOMS WAT OOK VAN TOEPASSING IS OP DEEL II VAN DIE OOREENKOMS

- (1) Behoudens subklousule (2)—
- (a) is klousules 5, 6, 8, 9, 10 (3) en (4), 14, 15, 16, 17, 18, 20, 22, 23, 24, 35, 36, 37, 38, 39 uitgesonderd subklousules (1) (i) en (4) (b), 40 uitgesonderd subklousules (1) (g) en (4) (b), 41 uitgesonderd subklousules (1) (i) en (4) (b), 42, 43 (2), 45 uitgesonderd subklousules (3) (e), 46, 49, 52, 55, 56, 59, 60, 61, 62, 63 en 64 van Deel I van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing;
- (b) is klousules 2, 4, 7, 10 (1) en (2), 39 (1) (i) en (4) (b), 40 (1) (g) en (4) (b), 41 (1) (i) en (4) (b), 45 (3) (e), 65 en 66 van Deel I van die Ooreenkoms *mutatis mutandis* op hierdie Deel van toepassing;
- (c) is klousule 47 van Deel I van die Ooreenkoms, behoudens die voorbehoudsbepaling van klousule 67, *mutatis mutandis* op hierdie Deel van toepassing.
- (2) Waar die bepalings van Deel I strydig is met die bepalings van Deel II is laasgenoemde bepalings van toepassing en geniet hulle voorkeur: Met dien verstande dat waar daar by die toepassing van die toepaslike bepalings van Deel I op Deel II van hierdie Ooreenkoms melding gemaak word van 'n werknemer vir wie lone voorgeskryf word in die klousule in kolom A hieronder genoem, dit geag word 'n werknemer te beteken vir wie lone voorgeskryf word in die klousule in kolom B hieronder genoem:

|     | A<br>'n Werknemer vir wie<br>lone voorgeskryf word in<br>klousule— | B<br>Word geag 'n werknemer<br>te wees vir wie lone<br>voorgeskryf word in<br>klousule— |
|-----|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| (a) | 30 (1) (a)                                                         | 80 (1) (a)                                                                              |
| (b) | 30 (1) (b)                                                         | 80 (1) (b) en (c)                                                                       |
| (c) | 30 (1) (f)                                                         | 80 (1) (d) en (e)                                                                       |
| (d) | 30 (1) (g)                                                         | 80 (1) (g)                                                                              |
| (e) | 30 (1) (h)                                                         | 80 (1) (h)                                                                              |
| (f) | 30 (1) (i)                                                         | 80 (1) (i)                                                                              |
| (g) | 30 (1) (j)                                                         | 80 (1) (j):                                                                             |

Voorts met dien verstande dat, tensy onbestaanbaar met die sinsverband, 'n werknemer vir wie lone in klousule 30 (1) (f) voorgeskryf word ook geag word 'n werknemer te wees vir wie lone in klousule 80 (1) (f) voorgeskryf word.

#### 69. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Deel gebesig en nie hierin omskryf word nie maar wat in klousule 3 van Deel I van hierdie Ooreenkoms omskryf word, het dieselfde betekenis as in daardie Deel; voorts beteken—

„vassit” enige proses waarvolgens 'n artikel op so 'n wyse aan 'n gebou vasgeheg word, of bedoel word vasgeheg te wees, dat dit onbeweegbaar is;

„ingebou” enige proses waarvolgens 'n artikel struktureel permanent met 'n gebou geïntegreer of op 'n ander wyse daarby ingelyf word, of bedoel word daarmee geïntegreer of op 'n ander wyse daarby ingelyf te wees, op so 'n wyse dat dit sy eie afsonderlike identiteit en karakter verloor en deel van die samestel van die gebou word;

„sirkelsaag” 'n sirkelsaag wat in 'n bank werk (met inbegrip van 'n rakbank) vir die doel om te kloof, diep te saag of dwars te saag maar omvat dit nie 'n hangsaag of ander saag wat na die kant toe beweeg nie;

„bevoegde persoon” iemand wat—

(1) 'n vakleerlingskap uitgedien het in 'n ingenieursbedryf wat die bediening en onderhoud van masjinerie ingesluit het, of wat minstens vyf jaar praktiese ondervinding in die bediening en onderhoud van masjinerie gehad het en gedurende of na sodanige leertyd of tydperk van praktiese ondervinding, na gelang van die geval, minstens een jaar ondervinding gehad het in onderhoud en bediening wat van toepassing is op die klas masjinerie waarvoor hy toetsig moet neem of wat hy moet ondersoek of in verband waarmee hy moet werk; of

(2) has obtained a degree in mechanical or electrical engineering of a South African university or a degree in engineering recognised by the Department of National Education of the Republic of South Africa as equivalent to such first-mentioned degree, and has had not less than two years' post-graduate practical experience in the maintenance and operation of machinery; or

(3) is a certificated engineer;

"*craftsman (other trades)*" means an employee other than a craftsman joiner and a craftsman wood machinist who is engaged on any one or more of the operations in any one or more of the trades described in the definition of "craftsman" in clause 3 of Part I of the Agreement, excluding the trades "shop joinery" and "wood machining";

"*craftsman joiner*" means an employee engaged on any one or more of the following:

(1) Supervising joinery assistants, joinery labourers and unskilled labourers;

(2) marking and setting-out, manufacturing, assembling, planing and finishing woodwork;

"*craftsman wood machinist*" means an employee engaged on any one or more of the following:

(1) Supervising not more than two machine operators or learner machine operators and four machine minders, and not more than six machines;

(2) supervising unskilled labourers;

(3) the mechanical assembly, including the setting-up, removing, replacing and adjusting of cutting blades, and preparation for use of any one or more of the following machines:

(a) Spindles (upright and moulding);

(b) four or more cutters moulding machines;

(c) planers;

(d) thicknessers;

(e) tenoning machines, including double-ended tenoning machines;

(f) four-siders;

(g) morticers and gang morticers;

(4) attending, operating, starting and stopping any power-driven machine;

"*driving belt*" means every belt, band, strap, chain, rope or similar appliance by means of which rotary motion is transmitted from one part to any other part of machinery;

"*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 76 (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;

"*joinery assistant*" means an employee engaged under supervision on any one of more of the following:

(1) Operating a portable router, morticer, planer or skill-saw to a jig;

(2) cutting of glass, face-putty work and the removing and re-fixing of beads;

(3) morticing, jig tenoning, jig assembly and nailing of self-locating and pinned door frames, window frames, sashes and doors;

(4) attaching of hinges, stays and fasteners using jigs, attaching of sashes and louvres to frames and cutting and pinning glazing beads;

"*joinery labourer*" means an employee engaged under supervision on any one or more of the following:

(1) Framing-up and securing butt-jointed material and assembling manufactured components in jigs or cramps;

(2) clamping or cramping doors and sashes;

(3) operating automatic or manual presses;

(4) placing and fixing in position of windows or door frames in panel apertures;

(5) assembling ceiling and floor panels to jigs;

(6) fixing backs to fittings;

(7) nailing up drawers and trays (including bottoms);

(8) sanding of timber with portable sanders;

(9) drilling of holes in timber using portable power tools;

(10) cutting and trimming of wedges;

(11) 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;

"*learner machine operator*" means an employee serving under a written contract of learnership in accordance with the provisions of clause 71;

"*machinery*" means—

(1) any locomotive or any stationary or portable engine or boiler or other steam apparatus;

(2) any pressure vessel or portable gas container;

(2) 'n graad in werktuigkundige of elektrotegniese ingenieurswese aan 'n Suid-Afrikaanse universiteit behaal het of 'n graad in ingenieurswese wat deur die Departement van Nasionale Opvoeding van die Republiek van Suid-Afrika gelykstaande met sodanige eersgenoemde graad geag word, en minstens twee jaar nagraadse praktiese ondervinding in die onderhoud en bediening van masjinerie gehad het; of

(3) 'n gediplomeerde ingenieur is;

"*ambagsman (ander ambagte)*" 'n werknemer, uitgesonderd 'n ambagsman-skrynwerker en 'n ambagsman-houtmasjienwerker, wat een of meer van die werksaamhede verrig in een of meer van die ambagte wat in die omskrywing van "ambagsman" in klousule 3 van Deel I van die Ooreenkoms beskryf word, uitgesonderd die ambagte "winkelskrynwerk" en "houtmasjienwerk";

"*ambagsman-skrynwerker*" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(1) Toesig hou oor skrynwerkassistent, skrynwerkerarbeiders en ongeskoolde arbeiders;

(2) houtwerk afmerk en uitlê, vervaardig, monteer, skaaf en afwerk;

"*ambagsman-houtmasjienwerker*" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(1) Toesig hou oor hoogstens twee masjienbedieners of leerling-masjienbedieners en vier masjienoppassers en oor hoogstens ses masjiene;

(2) toesig hou oor ongeskoolde arbeiders;

(3) snymesse meganies monteer, met inbegrip van die opstel, verwydering, vervanging en verstelling daarvan, asook die voorbereiding vir gebruik van een of meer van die volgende:

(a) Regop en vormspille;

(b) vier of meer snyerlysmasjiene;

(c) skaafmasjiene;

(d) dikteskaafmasjiene;

(e) tapsnymasjiene, met inbegrip van dubbelkop-tapsny-masjiene;

(f) viersydige masjiene;

(g) taggat- en meerkop-tagpatmasjiene;

(4) kragmasjiene versorg, bedien, aan- en afskakel;

"*dryfband*" 'n riem, band, strop, ketting, tou of soortgelyke toestel deur middel waarvan draaibeweging van een deel na 'n ander deel van masjinerie oorgebring word;

"*noodwerk*", sonder om die gewone betekenis van die uitdrukking te beperk, ook werk wat nie verrig kan word binne die gewone werktuigsoos in klousule 76 (1) voorgeskryf nie en wat nodig is ten einde die gesondheid of veiligheid van die publiek of die voortsetting van 'n ander nywerheid, besigheid of onderneming te verseker, of werk wat weens oorsake soos 'n brand, storm, oorstroming, ongeluk of gewelddaad, sonder versuim verrig moet word;

"*skrynwerkassistent*" 'n werknemer wat een of meer van die volgende werksaamhede onder toesig verrig:

(1) 'n Verplaasbare verdiepskaaf-, taggat- of skaafmasjiene of uitsnysaag volgens 'n setmaat bedien;

(2) glas sny, voorstopverfwerk en die verwydering en herbevestiging van kraallyste;

(3) selfstand- en vasgepende deurkosyne, vensterkosyne, vensterrame en deure tap, settap, setmonteer en vasspyker;

(4) skarniere, stuiters en hegstukke vasheg met gebruikmaking van setmate, vensterrame en hortjies aan rame vasheg en ruitkraallyste sny en met ruitspykertjies vassit;

"*skrynwerkerarbeider*" 'n werknemer wat een of meer van die volgende werksaamhede onder toesig verrig:

(1) Gestootlaste materiaal aanmeekaarsit en vassit en vervaardigde komponente in setapparate of klampe monteer;

(2) deure en vensterrame vasklamp of vaskramp;

(3) outomatiese of handperse bedien;

(4) venster- of deurkosyne in pancelopeninge in posisie plaas en vassit;

(5) plafon- en vloerpaneel volgens setmate aanmeekaarsit;

(6) rugstukke aan toebehore vassit;

(7) laaie en vlaklaaie (met inbegrip van bome) vasspyker;

(8) timmerhout met verplaasbare skuurmasjiene skuur;

(9) gate in timmerhout boor met gebruikmaking van draagbare kraggereedskap;

(10) wie sny en afwerk;

(11) 'n grondverflaag op allerlei ongeverfde oppervlakke aanbring, of waar daar nie 'n grondverflaag aangebring word nie, dan 'n eerste verflaag;

"*leerling-masjienbediener*" 'n werknemer wat ingevolge 'n skriftelike leerkontrak ooreenkomstig klousule 71 diens verrig;

"*masjinerie*"—

(1) 'n lokomotief of 'n vasstaande of vervoerbare masjien of stoomketel of ander stoomapparaat;

(2) 'n drukhouer of vervoerbare gashouer;



(3) any appliance or combination of appliances used or intended to be used for generating, developing, receiving, storing, converting, transforming or transmitting any form of power or energy, or for conveying persons or goods; and

(4) any other appliance that the Minister may by notice in the *Gazette* declare to be machinery for the purposes of the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941), but does not include—

(a) machinery as defined in the Mines and Works Act, 1956 (Act 27 of 1956);

(b) domestic appliances in use as such; or

(c) vehicles other than steam driven vehicles;

“*machine minder*” means an employee engaged under the supervision of a craftsman wood machinist and/or a machine operator on any of the following:

(1) Attending, operating, starting and stopping any one or more of the following machines, but excluding the setting-up of or the making of adjustments to such machines other than pre-selected adjustments which form part of the operation of the machines:

(a) Double or treble drum or wide belt sanding machines;

(b) panel or door sanding machines;

(c) sliding belt sanding machines;

(d) cross-cut saws;

(e) morticers and gang morticers;

(2) feeding materials to and drawing materials from power-driven mechanically-fed woodworking machines;

“*machine operator*” means an employee who is eligible for trade union membership and who is engaged under the supervision of a craftsman wood machinist on any one or more of the following:

(1) Supervising not more than two machine minders;

(2) attending, operating, starting, stopping, setting-up and adjusting any one or more of the following machines, including pre-selected adjustments which form part of the operation of the machines:

(a) Broom handle machines;

(b) circular saws;

(c) band re-saws;

(d) end-and-edge-trimming machines;

(e) all wood block and mosaic floor machines;

(3) attending, operating, starting and stopping any one or more of the machines described in paragraph (3) of the definition of “craftsman wood machinist”, but, except as otherwise provided in paragraph (4) hereunder, excluding the mechanical assembly and setting-up of or the making of adjustments to such machines other than pre-selected adjustments which form part of the operation of the machines;

(4) assisting a craftsman wood machinist to carry out the operations described in paragraph (3) of the definition of “craftsman wood machinist”;

“*Mass Manufacturing Section of the Building Industry*” means, subject to the provisions of any Demarcation Determination which has been made in terms of section 76 of the Act, that section of the Building Industry as defined in clause 3 of Part I of the Agreement in which activities are carried out in connection with the mass manufacturing in off-site workshops, using repetitive processes, of component parts for and/or the assembly of articles which are manufactured wholly or mainly of wood, plywood, veneered boards, laminated boards, block boards, chip boards and/or any similar product of which wood constitutes the main component, for use in the erection, completion or alternation of buildings or structures, and, without in any way limiting the meaning of the expression, includes all work executed or carried out by persons in such workshops, excluding clerical employees and administrative staff, who are engaged in the mass manufacture and/or assembly of roof trusses, laminated beams, mouldings, skirting boards, panelling, ceiling boards, wood floor blocks, wooden shelving and stairs, wooden doors and door frames, wooden windows and window frames, multi-purpose cabinets, kitchen cupboards, kitchen dressers and other kitchen fittings, partitioning, shop, office and bank fittings and any other wooden fixtures which are built-in and/or affixed to buildings and structures;

“*off-site workshop*” means any premises which are not situated on a site where building construction activities are being carried out, and which are registered or are liable to registration as a “factory” in terms of the provisions of the Factories, Machinery and Building Work Act, 1941 (Act 22 of 1941), and on which not less than one craftsman wood machinist, two machine operators or learner machine operators and four machine minders carry out any activities in connection with the Mass Manufacturing Section of the Building Industry, using not less than six different types of woodworking machines other than portable electric and/or pneumatic tools;

(3) ’n toestel of kombinasie van toestelle wat gebruik word of bestem is om gebruik te word vir die opwekking, ontwikkeling, ontvangs, opgaar, omvorming, transformering of oorbring van enige vorm van krag of energie, of vir die vervoer van persone of goedere; en

(4) enige ander toestel wat die Minister by kennisgewing in die *Staatskoerant* as masjinerie vir die doeleindes van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, (Wet. 22 van 1941) verklaar, maar nie ook—

(a) masjinerie soos in die Wet op Myne en Bedrywe, 1956 (Wet 27 van 1956), omskryf;

(b) huishoudelike toestelle wat as sodanig in gebruik is; of

(c) voertuig, behalwe voertuig wat deur stoom aangedryf word; „*masjienoppasser*” ’n werknemer wat onder die toesig van ’n ambagsman-houtmasjienwerker en/of ’n masjienbediener enigeen van die volgende werksaamhede verrig:

(1) Een of meer van die volgende masjiene versorg, bedien, aan- en afskakel maar nie sodanige masjiene opstel of verstelwerk daaraan verrig nie, behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:

(a) Dubbel- of driedrom- of breëbandskuurmasjiene;

(b) paneel- of deurskuurmasjiene;

(c) skuifbandskuurmasjiene;

(d) dwarssae;

(e) tapgat- en meerkop-tapgatmasjiene;

(2) materiaal in meganiese gevoerde houtwerk-kragmasjiene voer en dit daarvan afhaal;

„*masjienbediener*” ’n werknemer wat geskik is vir lidmaatskap van die vakvereniging en wat onder die toesig van ’n ambagsman-houtmasjienwerker een of meer van die volgende werksaamhede verrig:

(1) Toesig hou oor hoogstens twee masjienoppassers;

(2) een of meer van ondergenoemde masjiene versorg, bedien, aan- en afskakel, opstel en verstel, met inbegrip van vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene:

(a) Besemstokmasjiene;

(b) sirkelsae;

(c) bandnasaagmasjiene;

(d) kant-en-kantafwerkmasjiene;

(e) alle blokkiesvloer- en mosaëkvloermasjiene;

(3) een of meer van die masjiene wat in paragraaf (3) van die omskrywing van „ambagsman-houtmasjienwerker” beskryf word, versorg, bedien, aan- en afskakel, maar behalwe soos anders in paragraaf (4) hierna bepaal, uitgesonderd die meganiese montering en opstel van sodanige masjiene of verstelwerk daaraan behalwe vooraf bepaalde verstelwerk wat deel uitmaak van die bediening van die masjiene;

(4) ’n ambagsman-houtmasjienwerker behulpsaam wees met die werksaamhede wat in paragraaf (3) van die omskrywing van „ambagsman-houtmasjienwerker” beskryf word;

„*Massavervaardigingsseksie van die Bounywerheid*”, behoudens die bepalings van enige Afbakeningsvaststelling wat kragtens artikel 76 van die Wet gemaak is, daardie seksie van die Bounywerheid wat in klousule 3 van Deel I van die Ooreenkoms omskryf word waarin werksaamhede uitgevoer word in verband met die massavervaardiging in werkwinkels buite die terrein, en met gebruikmaking van herhalingsprosesse, van onderdele vir en/of die inmeekaarsit van artikels wat uitsluitlik of hoofsaaklik van hout, laaghout, fineerbord, lamelbord, ru-planke, spaanderbord en/of soortgelyke produkte vervaardig word waarvan hout die hoofkomponent uitmaak, vir gebruik by die oprigting, voltooiing of verbouing van geboue of bouwerke en, sonder om enigsins die betekenis van die uitdrukking te beperk, omvat dit ook alle werk wat deur iemand in sodanige werkwinkels uitgevoer word, uitgesonderd klerke en administratiewe personeel, wat die volgende dinge massavervaardig en/of inmeekaarsit: Dakkappe, lamelbalke, gietvorms, vloerlyste, paneelwerk, plafonborde, houtvloerblokkies, houttrappe en -trappe, houtdeure en -deurkosyne houtvensters en -vensterkosyne, meerdoelkabinette, kombuiske, kombuislaakaste en ander kombuistoehore, afskortings, winkel-, kantoor- en banktoehore en ander vaste toehore van hout wat by geboue en bouwerke ingebou en/of daaraan vasgeheg is;

„*werkwinkel buite die terrein*” ’n perseel wat nie op ’n plek geleë is waar bouwerksaamhede aan die gang is nie en wat ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941) as ’n „fabriek” geregistreer is of moet wees en waarop minstens een ambagsman-houtmasjienwerker, twee masjienbedieners of leerling-masjienbedieners en vier masjienoppassers werksaamhede uitvoer in verband met die Massavervaardigingsseksie van die Bounywerheid, waarby minstens ses verskillende soorte houtwerkmasjiene, uitgesonderd vervoerbare elektriese en/of drukluggereedskap gebruik word;

"overtime" means all time worked in excess of the hours prescribed in clause 76 (1);

"planing machine" means a machine used for planing timber and includes a machine for overhand planing or for thicknessing or for both operations;

"portable electric tool" means any electrically operated tool which is used or intended to be used for the removal of material from any article by means of cutting or abrasion, or for the joining of articles by means of any heating process, or for percussion purposes, or for exerting torque, and which is designed for use with—

(a) a flexible cord at the supply end and which is intended for use by hand and to be carried by hand at the place of work; or

(b) a flexible cable at the supply end and which is intended for use by hand and to be moved by hand at the place of work;

"supervision", unless in conflict with the context of the definitions of "machine minder" or "machine operator" or with any other specific provision in this Part of the Agreement, means supervision by an employer or by a craftsman, either of whom are qualified in the trade in which the employee being supervised is working;

"unskilled labourer" means an employee engaged under supervision on any one or more of the following:

- (1) Saw doctor attendant;
- (2) oiling and greasing machinery when not in operation;
- (3) drawing off materials from all woodworking machines;
- (4) applying glue, including glueing and/or fixing facings to panels or frames;

- (5) stopping or putting woodwork;
- (6) treating timber with preservatives;
- (7) placing and fixing in position of egg-crating, fillets or acoustic material in recesses formed by frames;

- (8) assisting employees for whom wages are prescribed in clause 80 (1) (c), (d), (e) (f) and (h) wherever necessary, but not to perform the work of such employees;

"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 79 (1), in respect of which the ordinary hours of work laid down in clause 76 (1) apply.

#### 70. EMPLOYMENT OF JOINERY ASSISTANTS AND MACHINE OPERATORS

(1) No employee other than a foreman, apprentice, trainee or employee for whom wages are prescribed in clause 80 (1) (e), (h) or (i) shall undertake any one or more of the operations mentioned in the definitions of "joinery assistant" and "machine operator", and no employer shall require or permit any employee, other than a foreman, apprentice, trainee or employee for whom wages are prescribed in clause 80 (1) (e), (h) or (i) to perform any one or more of the operations mentioned in the definitions of "joinery assistant" and "machine operator" unless such employer—

- (a) has obtained a licence of exemption for such employee from the Council, permitting such employee to be employed as a joinery assistant or machine operator, as the case may be; and
- (b) has obtained written permission from the Council, authorising the employment of such employee as a joinery assistant or machine operator, as the case may be, in the manner prescribed in subclause (2).

(2) An application to employ a joinery assistant or machine operator shall be made by an employer in such form as may be determined by the Council from time to time, and such employer shall furnish such information in respect of such employee and other employees in his employ as may be required by the Council.

(3) The Council shall have the right to determine, from time to time, the ratio of craftsmen to joinery assistants which any employer may be permitted to employ in each trade, and may refuse to grant any applications made in accordance with the provisions of subclause (2) which would result in such ratios being exceeded.

(4) Except as otherwise provided in subclauses (5) and (6), a licence of exemption issued to an employee and the written permission granted to his employer in accordance with the provisions of this clause, shall remain valid in respect only of the period during which such employee is employed by that employer, and shall lapse when such employment is terminated.

(5) (a) A licence of exemption issued to an employee in terms of this clause shall be retained by him in his possession at all times whilst he is so employed, and such employee shall—

- (i) on being requested to do so by an agent, produce such licence of exemption to the agent;
- (ii) on being requested to do so by the Council, surrender such licence of exemption to the Council.

„oortyd" alle tyd wat daar langer gewerk word as die ure in klousule 76 (1) voorgeskryf;

„skaafmasjien" 'n masjien wat gebruik word om hout te skaaf en omvat dit 'n masjien vir oorhandse skaafwerk of vir dikteskaafwerk of vir albei werksaamhede;

„verplaasbare elektriese gereedskap" enige elektriese gewerkte gereedskapstuk wat gebruik word of bedoel is om gebruik te word vir die verwydering van materiaal van enige artikel deur middel van sny of skuur, of vir die samevoeging van artikels deur middel van enige verhittingsproses, of vir perkussiedoeleindes, of om wringkrag uit te oefen, en wat ontwerp is vir gebruik—

(a) met 'n buigsame koord aan die toevoerkant en bedoel is vir gebruik met die hand en om met die hand by die werkplek gedra te word; of

(b) met 'n buigsame kabel aan die toevoerkant is en bedoel is om by die werkplek met die hand gebruik en met die hand verskuif te word.

„toesig", tensy strydig met die verband van die omskrywing van „masjienoppasser" of „masjienbediener" of met 'n ander besondere bepaling in hierdie Deel van die Ooreenkoms, toesig deur 'n werknemer of 'n ambagsman wat elk gekwalifiseerd is in die ambag waarin die werknemer oor wie toesig gehou word, werk;

„ongeskoolde arbeider" 'n werknemer wat onder toesig een of meer van die volgende werksaamhede verrig:

- (1) 'n Saaghersteller behulpsaam wees;
- (2) masjinerie olie en smeer as dit nie werk nie;
- (3) materiaal van alle soorte houtwerkmasjiene afhaal;
- (4) lym aanwend, met inbegrip van voorwerk aan panele of rame vaslym en/of vassit;

(5) houtwerk toestop of stopverf;

(6) hout met preserveermiddels behandel;

(7) eierkratte, houtstroke of akoestiek materiaal in posisie plaas en vassit in holtes wat deur rame gevorm word;

(8) werknemers vir wie lone in klousule 80 (1) (c), (d), (e), (f) en (h) voorgeskryf word, help wanneer nodig, maar nie die werk verrig van sodanige werknemers nie;

„werkdag" enige dag, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag, Geloftedag, Kersdag, Nuwejaarsdag, en dae wat binne die vakansietydperk val wat ingevolge klousule 79 (1) voorgeskryf word, ten opsigte waarvan die gewone werkure soos in klousule 76 (1) voorgeskryf van toepassing is.

#### 70. INDIENSNEEMING VAN SKRYNWERK ASSISTENTE EN MASJIEBEDIENERS

(1) Geen werknemer, uitgesonderd 'n voorman, vakleerling, kwekling of werknemer vir wie lone in klousule 80 (1) (e), (h) of (i) voorgeskryf word, mag een of meer van die werksaamhede onderneem wat in die omskrywing van „skrynwerkassistent" en „masjienbediener" genoem word nie, en geen werkgever mag van 'n werknemer, uitgesonderd 'n voorman, vakleerling, kwekling of werknemer vir wie lone in klousule 80 (1) (e), (h) of (i) voorgeskryf word, vereis of hom toelaat om een of meer van die werksaamhede te onderneem wat in die omskrywing van „skrynwerkassistent" en „masjienbediener" genoem word nie, tensy sodanige werkgever op die wyse in subklousule (2) voorgeskryf—

(a) 'n vrystellingstifikaat vir sodanige werknemer van die Raad verkry het wat die werknemer toelaat om as skrynwerkassistent of masjienbediener, na gelang van die geval, in diens geneem te word; en

(b) van die Raad skriftelike toestemming verkry het om sodanige werknemer as skrynwerkassistent of masjienbediener, na gelang van die geval, in diens te neem.

(2) Aansoek om 'n skrynwerkassistent of masjienbediener in diens te neem, moet deur 'n werkgever gedoen word in sodanige vorm as wat die Raad van tyd tot tyd besluit, en so 'n werkgever moet sodanige inligting ten opsigte van dié werknemer en ander werknemers in sy diens verskaf as wat die Raad vereis.

(3) Die Raad het die reg om van tyd tot tyd die getalsverhouding tussen ambagsmanne en skrynwerkassistent te bepaal wat 'n werkgever in elke ambag in diens mag neem, en hy kan weier om 'n aansoek ooreenkomstig subklousule (2) ingedien, toe te staan wat daartoe kan lei dat dié getalsverhouding versteur word.

(4) Behoudens subklousules (5) en (6), bly 'n vrystellingstifikaat wat aan 'n werknemer uitgereik word en die skriftelike toestemming wat ooreenkomstig hierdie klousule aan sy werkgever toegestaan word, geldig ten opsigte van slegs die tydperk wat sodanige werknemer by dié werkgever in diens is en vervallend is wanneer dié diens verstryk.

(5) (a) 'n Werknemer aan wie 'n vrystellingstifikaat ingevolge hierdie klousule uitgereik is, moet dit altyd in sy besit hou terwyl hy aldus in diens is, en so 'n werknemer moet—

(i) as hy deur 'n agent daartoe versoek word, dié vrystellingstifikaat aan die agent toon;

(ii) as hy deur die Raad daartoe versoek word, dié vrystellingstifikaat aan die Raad afstaan.



- (b) The written permission granted to an employer in terms of this clause shall be retained by him in his possession at all times whilst the employee is so employed, and such employer shall—
- on being requested to do so by an agent, produce such written permission to the agent;
  - on being requested to do so by the Council, surrender such written permission to the Council.
- (6) The Council shall have the power to amend, revoke or withdraw a licence of exemption or written permission issued in terms of this clause, and in such circumstances the Council's decision shall be final.

#### 71. EMPLOYMENT OF LEARNER MACHINE OPERATORS

(1) No employer shall employ any person as a learner machine operator unless the written consent of the Council has first been obtained: Provided that such consent shall not be given in the case of an employee employed during the probationary period allowed under the Apprenticeship Act, 1944;

(2) Application for permission to employ a learner machine operator shall be made to the Council by the employer who shall furnish the following information:

- The full name and age of the person concerned;
- the number of learners in his employ who are already learning such work;
- the number of employees, other than learners in his employ, who are engaged on such work; and
- the average number of employees, other than learners, over the previous 12 months.

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

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

#### 72. REGISTRATION OF CRAFTSMEN

(1) (a) *Craftsmen joiners and craftsmen wood machinists.*—An employee for whom wages are prescribed in clause 80 (1) (h) (i) of the Agreement, who has not been issued with a certificate of registration by the Council, and who has either—

- completed an apprenticeship contract in terms of the Apprenticeship Act, 1944; or
- 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
- been employed in the Building Industry, either in the Durban area or elsewhere, in any one of the trades designated under the Apprenticeship Act, 1944, 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; or

(iv) completed a learnership contract in terms of clause 71, and has been employed as a machine operator for not less than 12 months thereafter;

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) *Craftsmen (other trades).*—The provisions of clause 12 of Part I of the Agreement shall *mutatis mutandis* apply to employees for whom wages are prescribed in clause 80 (1) (h) (ii).

(c) 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 accordance with the provisions of any previous agreement in respect of the trades "shop joinery" and "wood machining" as described in the definition of "craftsman" in clause 3 of Part I of the 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.

- (b) 'n Werkgewer aan wie 'n skriftelike verlofvorm ingevolge hierdie klousule toegestaan is, moet dit altyd in sy besit hou terwyl die werknemer aldus by hom in diens is, en so 'n werkgewer moet—
- as hy deur 'n agent daartoe versoek word, dié skriftelike verlofvorm aan die agent toon;
  - as hy deur die Raad daartoe versoek word, dié skriftelike verlofvorm aan die Raad afstaan.

(6) Die Raad het die bevoegdheid om 'n vrystellingsertifikaat of skriftelike verlofvorm wat ingevolge hierdie klousule uitgereik is, te wysig, te herroep of in te trek, en in so 'n geval is die Raad se beslissing finaal.

#### 71. INDIENSNEEMING VAN LEERLING-MASJIEBEDIENERS

(1) Geen werkgewer mag enige persoon as leerlingmasjienbediener in diens neem nie tensy daar eers toestemming van die Raad verkry is: Met dien verstande dat sodanige toestemming nie verleen mag word in die geval van 'n werknemer wat gedurende die proeftydperk waarvoor die Wet op Vakleerlinge, 1944, voorsiening maak, in diens is nie;

(2) Die aansoek om toestemming om 'n leerling-masjienbediener in diens te neem, moet by die Raad ingedien word deur die werkgewer wat die volgende inligting moet verstrek:

- Volle naam en leeftyd van die betrokke persoon;
- die getal leerlinge in sy diens wat alreeds dié werk leer;
- die getal werknemers in sy diens wat nie leerlinge is nie en wat die werk beoefen; en
- die gemiddelde getal werknemers, uitgesonderd leerlinge, oor die voorafgaande 12 maande.

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

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

#### 72. REGISTRASIE VAN AMBAGSMANNE

(1) (a) *Ambagsman-skrynerwerkers en ambagsman-houtmasjienwerkers.*—'n Werknemer vir wie lone in klousule 80 (1) (h) (i) van die Ooreenkoms voorgeskryf word, aan wie die Raad nie 'n registrasiesertifikaat uitgereik het nie, en wat óf—

- 'n leerlingkontrak ingevolge die Wet op Vakleerlinge, 1944, voltooi het; óf
- 'n vaardigheidsertifikaat kragtens artikel 6 of 'n bedryfsdiploma kragtens artikel 7 van die Wet op Opleiding van Ambagsmanne, 1951, ontvang het; óf
- minstens vier agtereenvolgende jare in diens was in die Bounywerheid, hetsy in die Durbanse gebied of elders, in engeen van die ambagte aangewys ingevolge die Wet op Vakleerlinge, 1944, en wat minstens 80 persent van dié tydperk deur middel van die seëlstelsel tot die vakansie- of bystandsfonds vir die Bounywerheid bygedra het; óf
- 'n leerlingkontrak ingevolge klousule 71 voltooi het en minstens 12 maande daarna as 'n masjienbediener in diens was;

moet by 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) *Ambagsmanne (ander ambagte).*—Klousule 12 van Deel I van dié Ooreenkoms is *mutatis mutandis* van toepassing op werknemers vir wie lone in klousule 80 (1) (h) (ii) voorgeskryf word.

(c) Die Raad moet 'n registrasiesertifikaat uitreik aan 'n werknemer wat paragraaf (a) nakom.

(2) 'n Registrasiesertifikaat ten opsigte van die ambagte „winkel-skrynerwerk” en „houtmasjienwerk” soos in die omskrywing van „ambagsman” in klousule 3 van Deel I van die Ooreenkoms beskryf en wat ooreenkomstig 'n vorige ooreenkoms aan 'n werknemer uitgereik is, word geag deur die Raad aan so 'n werknemer uitgereik te gewees het ooreenkomstig hierdie klousule.

(3) (a) Enigeen wat nie binne die kategorieë val wat in subklousule (1) of (2) genoem word 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) of (3) uitgereik is, moet dié sertifikaat aan sy werkgewer toon sodra hy diens in die Nywerheid aanvaar.

(5) No employer shall employ any person as a craftsman joiner or as a craftsman wood machinist 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) Notwithstanding anything to the contrary in this clause, no person who is by virtue of the Black Building Workers Act, 1951, prohibited from performing the operation set out in the definition of "craftsman" shall be registered as a craftsman, unless exemption has been granted by the Minister permitting of his employment on such work.

### 73. PROHIBITED EMPLOYMENT

(1) (a) No employer shall require or permit any person, other than a registered craftsman, or a foreman, apprentice, trainee, or employee for whom wages are prescribed in clause 80 (1) (e) and (i), to be employed on any one or more of the operations mentioned in the definitions of "craftsman (other trades)", "craftsman joiner" and "craftsman wood machinist": Provided that, subject to the provisions of clause 70, a joinery assistant or a machine operator may perform such operations to the extent set out in the definitions of "joinery assistant" or "machine operator", as the case may be.

(b) No employer shall require or permit any person, other than a registered craftsman, or a foreman, apprentice, trainee or employee for whom wages are prescribed in clause 80 (1) (e) and (i), to be employed on any one or more of the operations mentioned in the definitions of "joinery assistant" or "machine operator" unless such employer has been permitted by the Council, in the manner prescribed in clause 70, to employ such person to perform such operations.

(2) (a) No person, other than a registered craftsman, or a foreman, apprentice, trainee or employee for whom wages are prescribed in clause 80 (1) (e) and (i), shall be employed on any one or more of the operations mentioned in the definitions of "craftsman (other trades)", "craftsman joiner" and "craftsman wood machinist": Provided that, subject to the provisions of clause 70, a joinery assistant or a machine operator may perform such operations to the extent set out in the definitions of "joinery assistant" or "machine operator", as the case may be.

(b) No person, other than a registered craftsman, or a foreman, apprentice, trainee or employee for whom wages are prescribed in clause 80 (1) (e) and (i), shall be employed on any one or more of the operations mentioned in the definitions of "joinery assistant" or "machine operator" unless his employer has been permitted by the Council, in the manner prescribed in clause 70, to employ him to perform such operations.

(3) No craftsman, foreman, apprentice, trainee or employee for whom wages are prescribed in clause 80 (1) (e) and (i), who is employed in any off-site workshop shall allow any person, other than a registered craftsman, foreman, apprentice or employee for whom wages are prescribed in clause 80 (1) (e) and (i) to perform any one or more of the operations mentioned in the definitions of "craftsman (other trades)", "craftsman joiner" and "craftsman wood machinist" on such off-site workshop: Provided that, subject to the provisions of clause 70, a joinery assistant or a machine operator may perform such operations to the extent set out in the definitions of "joinery assistant" or "machine operator", as the case may be.

(4) For the purposes of this clause, "registered craftsman" means a craftsman who is in possession of either a certificate of registration as a craftsman issued to him in accordance with the provisions of clause 72 or a current licence of exemption issued to him in accordance with the provisions of clause 68 (1) (a), read with clause 6 of Part I of the Agreement.

(5) 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

(5) Geen werkgever mag enigeen as ambagsman-skrynerwerker of ambagsman-houtmasjienwerker 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 werkgever bewys van die Raad 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 langer as een maand vanaf die datum van sy aansoek by die Raad in diens geneem word nie.

(6) 'n Sertifikaat kragtens hierdie klousule uitgereik 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, te herroep of in te trek en in dié geval is die Raad se besluit finaal.

(8) Ondanks andersluidende bepalings in hierdie klousule, mag geen persoon wat uit hoofde van die Wet op Swart Bouwerkers, 1951, verbied word om die werksaamhede te verrig wat uiteengesit is in die omskrywing van „ambagsman” as 'n ambagsman geregistreer word nie, tensy vrystelling deur die Minister verleen is waarvolgens hy vir sodanige werk in diens geneem mag word.

### 73. VERBODDE INDIENSNEMING

(1) (a) Geen werkgever mag van 'n persoon, uitgesonderd 'n geregistreerde ambagsman, of 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 80 (1) (e) en (i) voorgeskryf word, vereis of hom toelaat om vir een of meer van die werksaamhede in die omskrywing van „ambagsman (ander ambagte)”, „ambagsman-skrynerwerker” en „ambagsman-houtmasjienwerker” genoem in diens geneem te word nie: Met dien verstande dat, behoudens klousule 70, 'n skrynerwerkassistent of 'n masjienbediener sodanige werksaamhede kan verrig in sover as wat in die omskrywing van „skrynerwerkassistent” of „masjienbediener”, na gelang van die geval, uiteengesit word.

(b) Geen werkgever mag van 'n persoon, uitgesonderd 'n geregistreerde ambagsman, of 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 80 (1) (e) en (i) voorgeskryf word, vereis of hom toelaat om vir een of meer van die werksaamhede in die omskrywing van „skrynerwerkassistent” of „masjienbediener” genoem in diens geneem te word nie, tensy sodanige werkgever op die wyse in klousule 70 voorgeskryf deur die Raad toegelaat is om sodanige persoon in diens te neem om sodanige werk te verrig.

(2) (a) Niemand, uitgesonderd 'n geregistreerde ambagsman, of 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 80 (1) (e) en (i) voorgeskryf word, mag vir een of meer van die werksaamhede in die omskrywing van „ambagsman (ander ambagte)”, „ambagsman-skrynerwerker” en „ambagsman-houtmasjienwerker” genoem in diens geneem word nie: Met dien verstande dat, behoudens klousule 70, 'n skrynerwerkassistent of 'n masjienbediener sodanige werksaamhede kan verrig in sover as wat in die omskrywing van „skrynerwerkassistent” of „masjienbediener”, na gelang van die geval, uiteengesit word.

(b) Niemand, uitgesonderd 'n geregistreerde ambagsman, of 'n voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 80 (1) (e) en (i) voorgeskryf word, mag vir een of meer van die werksaamhede in die omskrywing van „skrynerwerkassistent” of „masjienbediener” genoem in diens geneem word nie, tensy sy werkgever op die wyse in klousule 70 voorgeskryf, deur die Raad toegelaat is om hom in diens te neem om sodanige werksaamhede te verrig.

(3) Geen ambagsman, voorman, vakleerling, kwekeling of werknemer vir wie lone in klousule 80 (1) (e) en (i) voorgeskryf word wat in diens is in 'n werkwinkel buite die terrein, mag 'n persoon, uitgesonderd 'n geregistreerde ambagsman, voorman, vakleerling of werknemer vir wie lone in klousule 80 (1) (e) of (i) voorgeskryf word, toelaat om een of meer van die werksaamhede in die omskrywing van „ambagsman (ander ambagte)”, „ambagsman-skrynerwerker” en „ambagsman-houtmasjienwerker” genoem in sodanige werkwinkel buite die terrein te verrig nie: Met dien verstande dat, behoudens klousule 70, 'n skrynerwerkassistent of 'n masjienbediener sodanige werksaamhede kan verrig vir sover as wat in die omskrywing van „skrynerwerkassistent” of „masjienbediener”, na gelang van die geval, uiteengesit word.

(4) Vir die toepassing van hierdie klousule beteken „geregistreerde ambagsman” 'n ambagsman wat of 'n registrasiesertifikaat as ambagsman besit wat ooreenkomstig klousule 72 aan hom uitgereik is of 'n geldige vrystellingsertifikaat wat ooreenkomstig klousule 68 (1) (a), gelees met klousule 6 van Deel I van die Ooreenkoms, aan hom uitgereik is.

(5) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling wat die indiensneming van 'n persoon verbied, geag die werkgever te onthef van sy



the employer from paying the remuneration prescribed and observing the conditions which he would have had to pay or observe had such employment not been prohibited, and the employer shall continue to pay such remuneration and observe such conditions as if such employment had not been prohibited.

#### 74. REGISTRATION OF OFF-SITE WORKSHOPS

(1) Every employer in the Building Industry who carries out activities within the Mass Manufacturing Section of the Building Industry in an off-site workshop at the date on which this Agreement comes into operation or who commences the carrying out of such activities after that date and who wishes to operate under the provisions of Part II of this Agreement, shall apply to the Council, in such form as may be prescribed by the Council from time to time, for such off-site workshop to be registered with the Council, and shall furnish the following particulars in support of such application:

- (a) His trading name;
- (b) the names of the proprietor/s, partners or directors;
- (c) his business address;
- (d) the trade or trades carried out by him;
- (e) the situation of his off-site workshop;
- (f) the number and categories of employees in his employ;
- (g) the machines which will be used by him to carry out such activities;
- (h) the security arrangements made by him to protect the tools and clothes belonging to his employees and to prevent any unauthorised entry to his off-site workshop during and outside normal working hours.

(2) Subject to the provisions of subclause (3), a certificate of registration signed by either the Chairman or the Secretary of the Council shall be issued to every employer in respect of each off-site workshop registered by the Council, and each certificate of registration shall specify that such employer is entitled to operate under the provisions of Part II of this Agreement in respect of such off-site workshop.

(3) An off-site workshop shall not be registered by the Council in accordance with the provisions of this clause unless—

- (a) the particulars specified in subclause (1) have been furnished to the Council; and
- (b) not less than one craftsman wood machinist, two machine operators or learner machine operators and four machine minders are employed in such off-site workshop; and
- (c) not less than six different types of woodworking machines other than portable electric and/or pneumatic tools are used in such off-site workshop: Provided that, where an employer uses a number of woodworking machines which are different but which can also be considered as being of a similar type or as falling within a similar range, the Council shall have the right to determine whether or not such off-site workshop is eligible for registration in terms of the requirements of this paragraph; and
- (d) the Council is satisfied that adequate and proper provision has been made by the employer for the protection of his employees' tools and clothes and for the prevention of unauthorised entry to his workshop at all times.

(4) The Secretary of the Council shall maintain a register of all off-site workshops registered in terms of this clause.

(5) Every employer shall notify the Council forthwith in writing of any changes in the particulars furnished by him in accordance with the provisions of subclause (1) on the registration of his off-site workshop.

#### 75. LABOUR-ONLY CONTRACTS

(1) No employer who carries out activities in an off-site workshop which is registered with the Council in accordance with the provisions of clause 74, shall give out or perform work on a labour-only contract basis.

(2) No employee who is employed in an off-site workshop which is registered with the Council in accordance with the provisions of clause 74, shall perform work on a labour-only contract basis.

#### 76. MAXIMUM HOURS OF WORK

(1) *Ordinary hours of work.*—Subject to the provisions of clauses 77 and 78, 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 80 (1) (h) and (i)—
  - (i) for more than 40 hours in any one week or for more than eight hours in any one day;
  - (ii) before 07h30 or after 16h30;

verpligting om die voorgeskrewe besoldiging te betaal en die voorwaardes na te kom wat hy sou moes betaal of nakom as sodanige indiensneming nie verbode was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming nie verbode was nie.

#### 74. REGISTRASIE VAN WERKWINKELS BUITE DIE TERREIN

(1) Elke werkgever in die Bounywerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms werksaamhede binne die Massavervaardigingseksie van die Bounywerheid in 'n werkwinkel buite die terrein verrig of wat ná daardie datum met sodanige werksaamhede begin en wat ingevolge Deel II van hierdie Ooreenkoms sake wil doen, moet op die wyse wat die Raad van tyd tot tyd voorskryf by die Raad aansoek doen om die registrasie van so 'n werkwinkel buite die terrein by die Raad, en hy moet die volgende besonderhede ter staving van sy aansoek voorle:

- (a) sy handelsnaam;
- (b) die name van die eienaar(s), vennote of direkteurs;
- (c) sy besigheidsadres;
- (d) die ambag of ambagte wat hy uitoefen;
- (e) die ligging van sy werkwinkel buite die terrein;
- (f) die getal en klasse werknemers in sy diens;
- (g) die masjiene wat hy sal gebruik om dié werksaamhede te verrig;
- (h) die veiligheidsmaatreëls wat hy getref het om die gereedskap en klere te beskerm wat aan sy werknemers behoort en om te verhinder dat ongemagtigdes sy werkwinkel buite die terrein buite die gewone werkure binnekom.

(2) Behoudens subklousule (3), moet 'n registrasiesertifikaat, deur of die Voorsitter of die Sekretaris van die Raad onderteken, aan elke werkgever uitgereik word ten opsigte van elke werkwinkel buite die terrein wat by die Raad geregistreer is, en elke registrasiesertifikaat moet aandui dat so 'n werkgever daarop geregtig is om ingevolge Deel II van hierdie Ooreenkoms by so 'n werkwinkel buite die terrein sake te doen.

(3) 'n Werkwinkel buite die terrein mag nie ooreenkomstig hierdie klousule by die Raad geregistreer word nie tensy—

- (a) die besonderhede in subklousule (1) gemeld aan die Raad gelewer is; en
- (b) minstens een ambagsman-houtmasjienerwerker, twee masjienedieners of leerlingmasjienedieners en vier masjiennoppassers in so 'n werkwinkel buite die terrein in diens is; en
- (c) minstens ses verskillende soorte houtwerkmasjiene, uitgesonderd vervoerbare elektriese en/of drukluggereedskap, in so 'n werkwinkel buite die terrein gebruik word: Met dien verstande dat waar 'n werkgever 'n aantal houtwerkmasjiene gebruik wat verskillend is maar wat ook beskou kan word as van dieselfde soort of dat hulle binne dieselfde reeks val, die Raad die reg het om te bepaal of so 'n werkwinkel buite die terrein geskik is vir registrasie ingevolge die vereistes van hierdie paragraaf; en
- (d) die Raad daarvan oortuig is dat die werkgever voldoende en behoorlike voorsiening gemaak het vir die beskerming van sy werknemers se gereedskap en klere en om te voorkom dat ongemagtigdes sy werkwinkel te eniger tyd binnekom.

(4) Die Sekretaris van die Raad moet 'n register byhou van alle werkwinkels buite die terrein wat ingevolge hierdie klousule geregistreer is.

(5) Elke werkgever moet die Raad onverwyld skriftelik in kennis stel van alle veranderings van die besonderhede wat hy by die registrasie van sy werkwinkel buite die terrein ooreenkomstig subklousule (1) verskaf het.

#### 75. SLEGS-ARBEID-KONTRAKTE

(1) Geen werkgever wat werksaamhede verrig in 'n werkwinkel buite die terrein wat ooreenkomstig klousule 74 by die Raad geregistreer is, mag werk op die grondslag van 'n slegs-arbeid-kontrak uitbestee of verrig nie.

(2) Geen werknemer wat in 'n werkwinkel buite die terrein werksaam is wat ooreenkomstig klousule 74 by die Raad geregistreer is, mag werk op die grondslag van 'n slegs-arbeid-kontrak verrig nie.

#### 76. MAKSIMUM WERKURE

(1) *Gewone werkure.*—Behoudens klousules 77 en 78, 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, kwekkelinge en werknemers vir wie daar in klousule 80 (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 the case of employees for whom wages are prescribed in clause 80 (1) (a) to (f) inclusive—
  - (i) for more than 45 hours in any one week or for more than nine hours on any one day;
  - (ii) before 07h00 or after 17h00;
- (e) in the case of an employee for whom wages are prescribed in clause 80 (1) (g), for more than six consecutive days without one day's rest;
- (f) for a continuous period of more than five hours on any one day without an 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 any work as ordinarily undertaken by the Building Industry or by the Mass Manufacturing Section of the Building Industry—

- (a) outside the hours prescribed in subclause (1);
- (b) on a Saturday or a Sunday;
- (c) on or during the holiday period prescribed in terms of clause 79 (1) (a);
- (d) on or during the public holidays prescribed in terms of clause 79 (1) (b).

#### 77. OVERTIME

(1) Subject to the provisions of clause 82, an employer may permit an employee to work overtime, without obtaining permission from the Council, during any period of six consecutive days from Mondays to Saturdays inclusive but excluding any public holidays prescribed in clause 79 (1) (b) and/or the holiday period mentioned in clause 79 (1) (a)—

- (a) up to a maximum of 16 hours in the case of working employers, apprentices, trainees, and employees for whom wages are prescribed in clause 80 (1) (h) and (i);
- (b) up to a maximum of 11 hours in the case of employees for whom wages are prescribed in clause 80 (1) (a) to (f) inclusive:

Provided that an employer may not require or permit an employee to work overtime for a period exceeding two hours daily on Mondays to Fridays inclusive.

(2) Save as provided in subclause (1), an employer shall not require or permit overtime to be worked on a Sunday or on the public holidays prescribed in clause 79 (1) (b), except—

- (a) with the permission of the Council, application for which shall be lodged with the Council, in writing, before 12h00 on the Thursday preceding the day on which such overtime is to be worked. 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 76;
- (b) in the case of emergency work, in which case the employer who caused such work to be executed shall, not later than 13h00 on the Council's next succeeding business day, deliver to the Council a statement in writing setting forth—
  - (i) his name and address;
  - (ii) the nature of the work executed;
  - (iii) the place where, the date on which and the times when it was commenced and completed;
  - (iv) the number and categories of employees involved;
  - (v) the reason why permission was not applied for in terms of paragraph (a) of this subclause;

Provided, however, that an employer may require or permit his employees to work on the Saturday immediately prior to Ascension Day in each year, in lieu of the Friday immediately following Ascension Day, in which event the provisions of clause 82 shall not apply, but an employee shall be remunerated at the rate for his category prescribed in clause 80 (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.

#### 78. 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 82.

(2) Before employing employees to work in any two or more shifts, an employer shall notify the Council of his intention in writing and shall state the hours during which each shift shall be worked.

- (d) in die geval van werknemers vir wie lone in klousule 80 (1) (a) tot en met (f) voorgeskryf word—
  - (i) meer as 45 uur in 'n bepaalde week of meer as nege uur op 'n bepaalde dag;
  - (ii) voor 07h00 of na 17h00;
- (e) in die geval van 'n werknemer vir wie daar in klousule 80 (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, werk soos dié wat gewoonlik deur die Bounwyerheid of deur die Massavervaardigingsseksie van die Bounwyerheid onderneem word, vra, onderneem of verrig nie—

- (a) buite die ure in subklousule (1) voorgeskryf;
- (b) op 'n Saterdag of 'n Sondag;
- (c) in of gedurende die vakansietydperk in klousule 79 (1) (a) voorgeskryf;
- (d) op of gedurende die openbare vakansiedae in klousule 79 (1) (b) voorgeskryf.

#### 77. OORTYDWERK

(1) Behoudens klousule 82, kan 'n werkgever 'n werknemer toelaat om sonder die Raad se verlof oortyd te werk gedurende enige tydperk van ses agtereenvolgende dae van Maandag tot en met Saterdag maar uitgesonderd die openbare vakansiedae in klousule 79 (1) (b) voorgeskryf en/of die vakansietydperk in klousule 79 (1) (a) gemeld—

- (a) tot 'n maksimum van 16 uur in die geval van werkende werkgevers, vakleerlinge, kwekelinge en werknemers vir wie lone in klousule 80 (1) (h) en (i) voorgeskryf word;
- (b) tot 'n maksimum van 11 uur in die geval van werknemers vir wie lone in klousule 80 (1) (a) tot en met (f) voorgeskryf word:

Met dien verstande dat 'n werkgever nie van 'n werknemer mag vereis of hom mag toelaat om langer as twee uur daaglik op Maandag tot en met Vrydag oortyd te werk nie.

(2) Behoudens subklousule (1), mag 'n werkgever nie vereis of toelaat dat daar oortyd gewerk word op 'n Sondag of op die openbare vakansiedae in klousule 79 (1) (b) voorgeskryf nie, behalwe—

- (a) met die toestemming van die Raad, waarom skriftelik aansoek by die Raad gedoen moet word voor 12h00 op die Donderdag voor die dag waarop sodanige oortydwerk verrig moet word. Die aansoeker 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 moet word;
  - (iv) die getal en klasse werknemers daarby betrokke;
  - (v) die redes waarom die werk verrig moet word buite die ure in klousule 76 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 kan vereis of hulle kan toelaat om te werk op die Saterdag onmiddellik voor Hemelvaartsdag elke jaar, in plaas van op die Vrydag wat onmiddellik op Hemelvaartsdag volg, en in dié geval is klousule 82 nie van toepassing nie, maar 'n werknemer moet vergoed word teen die loonskaal vir sy klas in klousule 80 (1) voorgeskryf.

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

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

#### 78. SKOFWERK

(1) 'n Werkgever kan werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur, uitgesonderd 'n Saterdag en 'n Sondag, te werk: Met dien verstande dat geen werknemer meer as een skof in enige tydperk van 24 uur mag werk nie behalwe op die voorwaardes in klousule 82 voorgeskryf.

(2) Voordat 'n werkgever werknemers in diens neem om twee of meer skofte te werk, moet hy die Raad skriftelik daarvan in kennis stel en moet hy die ure meld wat elke skof gewerk moet word.



## 79. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) Subject to the provisions of subclause (2), 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 period (hereinafter referred to as the "holiday period") between finishing time on Friday, 12 December 1980, and starting time on Monday, 5 January 1981;
- (b) on Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Kruger Day, 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 77 (2).

(2) Notwithstanding anything to the contrary contained in subclause (1) (a), an employer may, by agreement with his employees, require or permit an employee to work during the periods prescribed in subclause (1) (a), and allow that employee to take his leave at a time which is agreed upon between the employer and his employees: Provided that an employee shall be entitled to 15 working days' leave per annum: Provided further that an employer shall notify the Council, in writing, of any agreement made in accordance with the provisions of this subclause.

## 80. 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 81 to 84 inclusive:

| Category of employee                                                                                                                        | From<br>24/4/80<br>to<br>29/10/80             | From<br>30/10/80<br>to<br>29/4/81 | From<br>30/4/81 |
|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------|-----------------|
|                                                                                                                                             | Per hour                                      | Per hour                          | Per hour        |
| (a) Unskilled labourer .....                                                                                                                | C<br>67                                       | C<br>70                           | C<br>74         |
| (b) Joinery labourer .....                                                                                                                  | 72                                            | 76                                | 80              |
| (c) Machine minder .....                                                                                                                    | 72                                            | 76                                | 80              |
|                                                                                                                                             | Per hour                                      | Per hour                          | Per hour        |
| (d) Joinery assistant .....                                                                                                                 | R<br>1,24                                     | R<br>1,30                         | R<br>1,37       |
| (e) Learner machine operator—                                                                                                               |                                               |                                   |                 |
| (i) first year .....                                                                                                                        | 1,12                                          | 1,18                              | 1,24            |
| (ii) second year .....                                                                                                                      | 1,41                                          | 1,48                              | 1,56            |
| (f) Machine operator .....                                                                                                                  | 1,83                                          | 1,92                              | 2,02            |
|                                                                                                                                             | Per day                                       | Per day                           | Per day         |
| (g) Employees engaged on patrolling premises and guarding property .....                                                                    | R<br>6,12                                     | R<br>6,39                         | R<br>6,75       |
|                                                                                                                                             | Per hour                                      | Per hour                          | Per hour        |
| (h) Craftsmen—                                                                                                                              |                                               |                                   |                 |
| (i) Craftsmen joiners and craftsmen wood machinists .....                                                                                   | 2,81                                          | 2,95                              | 3,11            |
| (ii) Craftsmen (other trades) and employees in all other trades and occupations not elsewhere herein specified, excluding apprentices ..... | 2,81                                          | 2,95                              | 3,11            |
| (i) Employees employed during the probationary period allowed under the Apprenticeship Act, 1944 .....                                      | The rate laid down for first-year apprentices |                                   |                 |
| (j) Foremen .....                                                                                                                           | The rate laid down for craftsmen              |                                   |                 |

(2) Subject to the provisions of subclause (3), in addition to the wages prescribed for employees in subclause (1) (a) to (f) inclusive, 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, the attendance allowance prescribed hereunder:

## 79. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Behoudens subklousule (2), 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 tydperk (hieronder die „vakansietydperk” genoem) tussen uitskeityd op Vrydag, 12 Desember 1980, en aanvangstyd op Maandag, 5 Januarie 1981;
- (b) op Goeie 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 77 (2) op die Saterdag voor Hemelvaartsdag gewerk het.

(2) Ondanks andersluidende bepalings in subklousule (1) (a) kan 'n werkgewer met die toestemming van sy werknemers van 'n werknemer vereis of hom toelaat om te werk gedurende die tydperke in subklousule (1) (a) voorgeskryf, en dié werknemer toelaat om sy verlof te neem op 'n tyd waarvoor die werkgewer en sy werknemers ooreenkom: Met dien verstande dat 'n werknemer op 15 werkdae verlof per jaar geregtig is: Voorts met dien verstande dat 'n werkgewer die Raad skriftelik in kennis moet stel van 'n ooreenkoms wat ooreenkomstig hierdie subklousule aangegaan is.

## 80. MINIMUM LOONSKALE

(1) Geen loon wat laer is as die volgende, gelees met die ander bepalings van hierdie klousule en met klousules 81 tot en met 84, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

| Klas werknemer                                                                                                                                                | Vanaf<br>24/4/80<br>tot<br>29/10/80                               | Vanaf<br>30/10/80<br>tot<br>29/4/81 | Vanaf<br>30/4/81 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------|------------------|
|                                                                                                                                                               | Per uur                                                           | Per uur                             | Per uur          |
| (a) Ongeskoolde arbeider .....                                                                                                                                | C<br>67                                                           | C<br>70                             | C<br>74          |
| (b) Skrynwerker .....                                                                                                                                         | 72                                                                | 76                                  | 80               |
| (c) Masjienoppasser .....                                                                                                                                     | 72                                                                | 76                                  | 80               |
|                                                                                                                                                               | Per uur                                                           | Per uur                             | Per uur          |
| (d) Skrynwerkassistent .....                                                                                                                                  | R<br>1,24                                                         | R<br>1,30                           | R<br>1,37        |
| (e) Leerling-masjienbediener—                                                                                                                                 |                                                                   |                                     |                  |
| (i) eerste jaar .....                                                                                                                                         | 1,12                                                              | 1,18                                | 1,24             |
| (ii) tweede jaar .....                                                                                                                                        | 1,41                                                              | 1,48                                | 1,56             |
| (f) Masjienbediener .....                                                                                                                                     | 1,83                                                              | 1,92                                | 2,02             |
|                                                                                                                                                               | Per dag                                                           | Per dag                             | Per dag          |
| (g) Werknemers wat persele patrolleer en eiendom bewaak .....                                                                                                 | R<br>6,12                                                         | R<br>6,39                           | R<br>6,75        |
|                                                                                                                                                               | Per uur                                                           | Per uur                             | Per uur          |
| (h) Ambagsmanne—                                                                                                                                              |                                                                   |                                     |                  |
| (i) Ambagsman-skrynwerkers en ambagsman-houtmasjienwerkers ..                                                                                                 | 2,81                                                              | 2,95                                | 3,11             |
| (ii) Ambagsmanne (ander ambagte) en werknemers in alle ander ambagte en beroepe wat nie elders hierin gespesifiseer word nie, uitgesonderd vakleerlinge ..... | 2,81                                                              | 2,95                                | 3,11             |
| (i) Werknemers wat in diens is gedurende die proeftydperk wat kragtens die Wet op Vakleerlinge, 1944, toegelaat word ..                                       | Die loon wat vir vakleerlinge in hul eerste jaar voorgeskryf word |                                     |                  |
| (j) Voormanne .....                                                                                                                                           | Die loon wat vir ambagsmanne voorgeskryf word                     |                                     |                  |

(2) Behoudens subklousule (3), moet 'n werkgewer aan 'n werknemer wat hom op die gewone aanvangstye op elk van die werkdae in 'n betaalweek vir diens aangemeld het, benewens die lone vir werknemers voorgeskryf in subklousule (1) (a) tot en met (f), die bywoningstoelae betaal wat hieronder voorgeskryf word:

| Category of employee                                                     | Attendance allowance<br>Per week<br>R |
|--------------------------------------------------------------------------|---------------------------------------|
| (a) Unskilled labourer .....                                             | 3,29                                  |
| (b) Joinery labourer .....                                               | 3,29                                  |
| (c) Machine minder .....                                                 | 3,29                                  |
| (d) Joinery assistant .....                                              | 1,29                                  |
| (e) Machine operator .....                                               | 1,29                                  |
| (f) Employees engaged on patrolling premises and guarding property ..... | 1,29                                  |

(3) For the purposes of subclause (2), the expression "employment" shall be deemed to include—

- (a) any public holiday prescribed in clause 79 (1) (b) where an employee has presented himself for employment on the working day before and the working day after the public holiday;
- (b) any time lost due to a major power failure in terms of clause 84 (1) where an employee has presented himself for employment but is unable to work because of the major power failure.

(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.

#### 81. 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 80 (1), shall be paid at the rate of the higher or highest wage for all the hours worked on that day.

#### 82. 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 76 (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 from whom wages are prescribed in clause 80 (1) (h).*—One and one fifth times his hourly wage.

(c) *Employees for whom wages are prescribed in clause 80 (1) (a) to (f) inclusive.*—One and a half times his hourly wage.

(2) In respect of every 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 a half times his hourly wage.

(3) In respect of every 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 79 (1) (b);

(d) during the holiday period mentioned in clause 79 (1) (a): One and two third times his hourly wage.

#### 83. PAYMENT FOR SHIFTWORK

(1) Where any shift worked by an employee in accordance with the provisions of clause 78 falls outside the starting and finishing times prescribed in clause 76 (1), such employee shall be paid for such shift at the rate of wage prescribed for such employee in clause 80 (1), plus 10 percent of such rate.

(2) Where any shift worked by an employee in accordance with the provisions of clause 78 falls partly within the ordinary hours of work prescribed in clause 76 (1) and partly outside such ordinary hours of work, such employee shall be paid for such shift—

(a) at the rate of wage prescribed for such employee in clause 80 (1), in respect of the hours worked between the starting and finishing times prescribed in clause 76 (1);

(b) at the rate of wage prescribed for such employee in clause 80 (1), plus 10 percent of such rate, in respect of the hours worked outside the starting and finishing times prescribed in clause 76 (1).

#### 84. PAYMENT FOR SUSPENSION OF EMPLOYMENT AND MAJOR POWER FAILURE

(1) (a) An employer may temporarily suspend the employment of any employee for any reason: Provided that, where an employee's employment has been temporarily suspended for

| Klas werknemer                                                 | Bywonings-toelae<br>Per week<br>R |
|----------------------------------------------------------------|-----------------------------------|
| (a) Ongeskoolde arbeider .....                                 | 3,29                              |
| (b) Skrynerwerkarbeider .....                                  | 3,29                              |
| (c) Masjienoppasser .....                                      | 1,29                              |
| (d) Skrynerwerkassistent .....                                 | 1,29                              |
| (e) Masjienbediener .....                                      | 1,29                              |
| (f) Werknemers wat persele patroleer en eiendomme bewaak ..... | 1,29                              |

(3) Vir die toepassing van subklousule (2) word die uitdrukking „diens” geag die volgende in te sluit—

(a) enige openbare vakansiedag in klousule 79 (1) (b) voorgeskryf waar 'n werknemer homself vir diens aangemeld het op die werkdag voor en die werkdag na die openbare vakansiedag;

(b) tyd verloor vanweë 'n hoofkragonderbreking ooreenkomstig klousule 84 (1) waar 'n werknemer homself vir diens aangemeld het maar weens die hoofkragonderbreking nie kan werk nie.

(4) Niks in hierdie Ooreenkoms mag die uitwerking hê dat die besoldiging wat op dié datum waarop hierdie Ooreenkoms in werking tree aan 'n werknemer betaal word, 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 werkgever in diens is.

#### 81. 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 80 (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.

#### 82. BETALING VIR OORTYDWERK

Met uitsondering van 'n werknemer wat uitsluitlik persele patroleer en eiendom bewaak, moet 'n werkgever van wie vereis word of wat toegelaat word om te eniger tyd buite die ure voorgeskryf in klousule 76 (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 'n tiende maal hul uurloon.

(b) *Werknemers vir wie lone in klousule 80 (1) (h) voorgeskryf word.*—Een en 'n vyfde maal hul uurloon.

(c) *Werknemers vir wie lone in klousule 80 (1) (a) tot en met (f) voorgeskryf word.*—Een en 'n half maal hul uurloon.

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

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

(b) op Saterdag voor 17h00: Een en 'n half 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 79 (1) (b) voorgeskryf;

(d) gedurende die vakansietydperk in klousule 79 (1) (a) genoem: Een en twee derdes maal hul uurloon.

#### 83. BETALING VIR SKOFWERK

(1) Waar 'n skof wat deur 'n werknemer ooreenkomstig klousule 78 gewerk word, buite die aanvangs- en uitskeitye val wat in klousule 76 (1) voorgeskryf word, moet sodanige werknemer vir sodanige skof betaal word teen die loonskaal wat vir sodanige werknemer in klousule 80 (1) voorgeskryf word, plus 10 persent van sodanige skaal.

(2) Waar 'n skof wat 'n werknemer ooreenkomstig klousule 78 werk gedeeltelik binne die gewone werkure in klousule 76 (1) voorgeskryf, en gedeeltelik buite dié gewone werkure val, moet so 'n werknemer soos volg vir so 'n skof betaal word:

(a) Teen die loonskaal wat vir so 'n werknemer in klousule 80 (1) voorgeskryf word ten opsigte van die ure gewerk tussen die aanvangs- en die uitskeitye in klousule 76 (1) voorgeskryf;

(b) teen die loonskaal wat vir so 'n werknemer in klousule 80 (1) voorgeskryf word, plus 10 persent van dié loon, ten opsigte van die ure gewerk buite die aanvangs- en die uitskeitye in klousule 76 (1) voorgeskryf.

#### 84. BETALING VIR DIENSOPSKORTING EN HOOFKRAGONDERBREKING

(1) (a) 'n Werkgever kan 'n werknemer se diens tydelik, om watter rede ook al, opskort: Met dien verstande dat waar 'n werknemer se diens tydelik opgeskort word om ander redes as 'n hoofkrag-



reasons other than a major power failure, an employer shall pay to such employee 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 the first 15 consecutive working days of such period of suspension: Provided further that the provisions of this paragraph shall not apply to an employee who has been suspended from work because 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) 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: Provided that no deduction shall be made by an employer from an employee's wage in respect of such absence.
  - (c) No payment shall be made to an employee in accordance with the provisions of paragraph (a) unless such employee has presented himself at his normal place of employment at the normal starting time on each of the first 15 working days during such period of suspension.
- (2) *Payment of benefits in respect of a major power failure to craftsmen.*—Benefits in respect of a major power failure shall be paid by employers to employees for whom wages are prescribed in clause 80 (1) (h) in accordance with the provisions of the rules of the Benefit Fund as referred to in clause 59 (6) of Part I of the Agreement.

- (3) *Payment to other employees for time lost due to a major power failure.*—(a) Subject to the provisions of paragraph (b), where an employee for whom wages are prescribed in clause 80 (1) (a) to (g), inclusive, has been suspended from employment in accordance with the provisions of subclause (1) (a) because of a major power failure, an employer shall pay to such employee either—

- (i) the wages to which such employee is entitled in respect of the number of ordinary hours, if any, worked by him on the day on which his employment was suspended because of a major power failure; or

- (ii) an amount equivalent to the wages which he would have received if he had worked for four hours; whichever amount is the greater, in respect of each day on which his employment is suspended because of a major power failure.

- (b) No payment shall be made to an employee in accordance with the provisions of paragraph (a) unless such employee has presented himself at his normal place of employment at the normal starting time on each day in respect of which his employment is suspended because of a major power failure: Provided that, where an employee is authorised by his employer or by his employer's duly appointed foreman or other agent to leave the job because it is apparent that no work will be able to be carried out because of the major power failure, such employee shall not be disqualified from receiving the payments prescribed in paragraph (a) if he then leaves the job.

#### 85. STORAGE OF TOOLS AND CLOTHES

- (1) An employer shall—
- (a) ensure that adequate and proper provision has been made for the protection of his employees' tools and clothes whilst they are stored in his off-site workshop, and for the prevention of unauthorised entry to his off-site workshop during and outside the normal hours of work prescribed in clause 76 (1). Wherever possible, all windows, fanlights and other openings should be properly burglar-proofed. Where it is not possible for all windows, fanlights and other openings to be adequately burglar-proofed, the premises on which the off-site workshop is situated should be adequately fenced off and guarded;
- (b) be liable for any loss of or damage to tools or clothes belonging to an employee and which are stored in off-site workshops, where such loss or damage is caused by fire, and such tools and clothes 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 or clothes belonging to any one employee.
- (2) If an employer—
- (a) fails to provide adequate protection for his employees' tools and clothes in the manner prescribed in subclause (1) (a); or
- (b) fails to take adequate steps to prevent unauthorised entry to his off-site workshop in the manner prescribed in subclause (1) (a); or
- (c) fails to insure the tools of an employee against loss and/or damage by fire in terms of subclause (1) (b);

onderbreking, 'n werkgewer aan so 'n werknemer 'n bedrag moet betaal wat gelyk is aan die loon en toelaes wat sodanige werknemer sou ontvang het as hy al die gewone werkure gedurende die eerste 15 agtereenvolgende werkdade van sodanige opskortingstydperk gewerk het: Voorts met dien verstande dat hierdie paragraaf nie van toepassing is nie op 'n werknemer wie se diens opgeskort word omdat die vordering daarvan onderbreek is deur 'n natuurkrag of *vis major*, brand, onluste, burgerlike oproer, staking, ontplofing en/of 'n soortgelyke noodtoestand buite die beheer van die werkgewer.

- (b) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, moet 'n werknemer benewens enige tydperk waartydens hy wel werkzaam is, geag word te werk indien hy in opdrag van of op versoek van sy werkgewer van sy werk afwesig is: Met dien verstande dat geen bedrag vir afwesigheid soos in klousule 28 (2) bedoel, deur 'n werkgewer van 'n werknemer se loon afgetrek mag word nie.
  - (c) Geen betaling mag ooreenkomstig paragraaf (a) aan 'n werknemer gemaak word nie, tensy sodanige werknemer hom op elkeen van die eerste 15 dae gedurende sodanige opskortingstydperk op die gewone aanvangstyd by sy gewone werkplek aangemeld het.
- (2) *Betaling van bystand aan ambagsmanne ten opsigte van 'n hoofkragonderbreking.*—Betaling van bystand ten opsigte van 'n hoofkragonderbreking moet deur werkgewers aan werknemers betaal word vir wie lone in klousule 80 (1) (h) voorgeskryf word ooreenkomstig die reëls van die Bystandsfonds in klousule 59 (6) van Deel I van die Ooreenkoms bedoel.

- (3) *Betaling aan ander werknemers vir tyd verloor weens 'n hoofkragonderbreking.*—(a) As die diens van 'n werknemer vir wie lone in klousule 88 (1) (a) tot en met (g) voorgeskryf word weens 'n hoofkragonderbreking ooreenkomstig subklousule (1) (a) opgeskort word, moet 'n werkgewer aan sodanige werknemer, behoudens paragraaf (b), òf—

- (i) die loon betaal waarop sodanige werknemer geregtig is ten opsigte van die getal gewone ure, as daar is, wat hy gewerk het op die dag toe sy diens weens 'n hoofkragonderbreking opgeskort is; òf

- (ii) 'n bedrag betaal gelyk aan die loon wat hy sou ontvang het indien hy vier uur gewerk het;

en wel die grootste bedrag, ten opsigte van elke dag waarop sy diens weens 'n hoofkragonderbreking opgeskort is.

- (b) Geen betaling moet ooreenkomstig paragraaf (a) aan 'n werknemer geskied nie tensy sodanige werknemer hom op elke dag ten opsigte waarvan sy diens weens 'n hoofkragonderbreking opgeskort is op die gewone aanvangstyd by sy gewone werkplek aangemeld het: Met dien verstande dat as 'n werknemer deur sy werkgewer of dié se behoorlik aangestelde voorman of ander agent gemagtig word om die werk te verlaat omdat dit duidelik is dat daar weens die hoofkragonderbreking geen werk verrig sal kan word nie, hy nie onbevoeg geag mag word om die betaling in paragraaf (a) voorgeskryf, te ontvang as hy dan sy werk verlaat nie.

#### 85. BEWARING VAN GEREEDSKAP EN KLERE

- (1) 'n Werkgewer—
- (a) moet sorg dat daar voldoende en behoorlike voorsiening is vir die beskerming van sy werknemers se gereedskap en klere terwyl dit in sy werkwinkel buite die terrein bewaar word en dat geen ongemagtigdes tot sy werkwinkel buite die terrein toegelaat word gedurende en buite die gewone werkure in klousule 76 (1) voorgeskryf nie. Waar moontlik, moet alle vensters, boligte en ander openinge behoorlik met diefwering beskerm word. Waar dit nie moontlik is dat alle vensters, boligte en ander openinge voldoende met diefwering beskerm kan word nie moet die perseel waarop die werkwinkel buite die terrein geleë is voldoende omhein en bewaak word;
- (b) is aanspreeklik vir enige verlies of beskadiging van die gereedskap of klere wat aan 'n werknemer behoort en wat in werkinkels buite die terrein bewaar word, as sodanige verlies of beskadiging deur brand veroorsaak word, en die werkgewer moet sodanige gereedskap en klere teen sodanige verlies of beskadiging verseker: Met dien verstande dat die totale aanspreeklikheid van 'n werkgewer hoogstens R150 ten opsigte van die gereedskap of klere van 'n bepaalde werknemer mag beloop.
- (2) As 'n werkgewer—
- (a) versuim om voldoende beskerming vir sy werknemers se gereedskap en klere te verskaf op die wyse in subklousule (1) (a) voorgeskryf; of
- (b) versuim om voldoende stappe te doen ter voorkoming van ongemagtigde toegang tot sy werkwinkel buite die terrein op die wyse in subklousule (1) (a) voorgeskryf; of
- (c) versuim om die gereedskap van 'n werknemer ingevolge subklousule (1) (b) teen verlies en/of beskadiging weens brand te verseker;

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

(3) If an employer is liable for the loss of an employee's tools or clothes as the result of the acts or omissions described in subclause (2), the Council shall have the right to purchase such tools or clothes on behalf of such employee, and to recover the cost thereof from such employer.

(4) 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 keeping by an employee in off-site workshops 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).

(5) 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.

(6) 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 or to the Council in accordance with the provisions of subclause (3), for tools lost by fire or any other cause, shall be final.

#### 86. SAFETY MEASURES—MACHINERY

Employers and employees shall observe the rules and the provisions set out in Appendix II to this Agreement: Provided that to the extent to which the regulations in respect of machinery, published under the Factories, Machinery and Building Work Act, 1941, contain provisions which are inconsistent with the provisions of Appendix II or contain provisions not appearing in Appendix II, the provisions of the said regulations shall apply.

#### 87. BUILDING INDUSTRY HOLIDAY FUND

Subject to the provisions of clauses 68 (2) and 79 (2), the provisions of clause 57 of Part I of the Agreement shall *mutatis mutandis* apply to employees for whom wages are prescribed in clause 80 (1) (h), (i) and (j).

#### 88. BUILDING EMPLOYEES' HOLIDAY AND SICK PAY FUND

Subject to the provisions of clauses 68 (2) and 79 (2), the provisions of clause 58 of Part I of the Agreement shall *mutatis mutandis* apply to employees for whom wages are prescribed in clause 80 (1) (a) to (g) inclusive.

Signed at Durban on behalf of the parties this 17th day of January 1980.

M. LIPSHITZ, Chairman.

A. F. I. BELL, Member.

K. H. DAVEL, Secretary.

### K. APPENDIX I

#### SAFETY MEASURES—SCAFFOLDING AND PLANT

(Subject to the provisions of clause 54 of Part I of the Agreement)

##### 1. SUPERVISION

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 as the responsible person: Provided that the

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

(3) As 'n werkgewer aanspreeklik is vir die verlies van 'n werknemer se gereedskap of klere as gevolg van die optrede of versuim in subklousule (2) beskryf, het die Raad die bevoegdheid om sodanige gereedskap of klere namens so 'n werknemer aan te koop en om die koste daarvan op dié werkgewer te verhaal.

(4) 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 bewaring, deur 'n werknemer in werkwinkels buite die terrein van gereedskap wat vanweë hul lengte, vorm, grootte of ander soortgelyke eienskappe, gewoonlik nie in kiste bewaar word nie, geag word in ooreenstemming te wees met die vereistes van hierdie klousule; en

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

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

(6) Die beslissing van die Raad ooreenkomstig hierdie klousule is finaal in alle opsigte en veral ten opsigte van die bedrag wat 'n werkgewer aan 'n werknemer of ooreenkomstig subklousule (3) aan die Raad as vergoeding moet betaal vir gereedskap wat weens brand of 'n ander oorsaak verloor is.

#### 86. VEILIGHEIDSMATREËLS—MASJINERIE

Werkgewers en werknemers moet die reëls en die bepalinge wat in Aanhangsel II van hierdie Ooreenkoms uiteengesit is, nakom: Met dien verstande dat in die mate waarin die regulasies ten opsigte van masjinerie gepubliseer kragtens die Wet op Fabriek, Masjinerie en Bouwerk, 1941, bepalinge bevat wat strydig is met Aanhangsel II of bepalinge bevat wat nie in Aanhangsel II voorkom nie, die bepalinge van genoemde regulasies van toepassing moet wees.

#### 87. VAKANSIEFONDS VAN DIE BOUNYWERHEID

Behoudens klousules 68 (2) en 79 (2), is klousule 57 van Deel I van die Ooreenkoms *mutatis mutandis* van toepassing op werknemers vir wie lone in klousule 80 (1) (h), (i) en (j) voorgeskryf word.

#### 88. VAKANSIE- EN SIEKEBESOLDIGINGSFONDS VIR BOUWERKNEMERS

Behoudens klousules 68 (2) en 79 (2), is klousule 58 van Deel I van die Ooreenkoms *mutatis mutandis* van toepassing op werknemers vir wie lone in klousule 80 (1) (a) tot en met (g) voorgeskryf word.

Namens die partye op hede die 17de dag van Januarie 1980 te Durban onderteken.

M. LIPSHITZ, Voorsitter.

A. F. I. BELL, Lid.

K. H. DAVEL, Sekretaris.

### K. AANHANGSEL I

#### VEILIGHEIDSMATREËLS—STEIERWERK EN INSTALLASIES

(Behoudens klousule 54 van Deel I 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 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, dieselfde verantwoordelikheid beklee as die verantwoordelike persoon: Met dien verstande dat die aanstelling van so 'n



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 are maintained in good condition and properly used;
  - (c) 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 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.

ondergeskikte bevoegde persoon nie die verantwoordelike persoon van enige persoonlike verantwoordelikheid ingevolge hierdie klousule onthef nie.

- (b) Die Hoofinspekteur kan van enige werkgewer 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 'n bouwerk gebruik word, van 'n werkgewer vereis om 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 aan te stel.
- (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 Werkgewer 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 openings in vloere, luikgate en trappe en alle oop kante van vloere of geboue waardeer of waarvandaan persone 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 tydelik weggelaat 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 opgerig word bokant 'n ingang of deurgang of bokant 'n plek waar persone gereeld werk of verbygaan, of dat die gevaarlike plek behoorlik afgekap word as werk bokant sodanige ingang, deurgang of plek verrig word en daar gevaar bestaan dat persone deur vallende voorwerpe getref kan word.
- (2) Geen werkgewer mag van enigiemand vereis of hom toelaat om op 'n ander manier as per hystoestel of stortgeut puin en materiaal van 'n punt bokant die grond af weg te doen nie tensy doeltreffende matreëls getref is om die veiligheid van persone te verseker, en niemand mag so iets doen nie.
- (3) 'n Werknemer op persele waar bouwerk verrig word, moet in ooreenstemming met of vir die behoorlike nakoming van hierdie klousule of in belang van veiligheid alle bevels uitvoer wat aan hom gegee word of wat uitgereik is as vaste 'n opdrag deur die werkgewer of deur 'n persoon deur die werkgewer daartoe gemagtig.
- (4) Geen werknemer, uitgesonderd 'n werknemer wat deur die werkgewer daartoe gemagtig is of iemand wat by wet die reg daartoe het, mag 'n perseel waar bouwerk verrig word, binnegaan nie. 'n Kennisgewing met dié strekking moet deur die werkgewer in albei amptelike tale op 'n opvallende plek 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 werkgewer toegelaat word om dit binne te gaan of daarin te vertoef nie.

## 3. INSTALLASIES EN MASJINERIE

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

## 4. WERK IN POSISIES BOKANT DIE GROND

Geen werkgewer mag van enigiemand wat vir bouwerk in diens geneem is, vereis of hom toelaat om werk in 'n posisie bokant die grond te verrig 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. 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;
    - (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 purposes of this clause, high, medium and low mass loads shall mean mass loads of not more than 375, 250 and 125 kg/m<sup>2</sup>, 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.

## 5. STEIERRAAMWERK

- (1) 'n Werkgewer moet sorg dat—
    - (a) steierstaanders 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) staanders wat van staal gemaak is, hoogstens 1,8 m, 2,4 m by 3 m van mekaar af gespasieer word, in die geval van onderskeidelik hoë-, medium- en laemassalaste, en hoogstens 3 m indien hulle van hout gemaak is;
    - (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 van mekaar af gespasieer word in die geval van onderskeidelik hoë-, medium- en laemassalaste.

Vir die toepassing van hierdie klousule beteken hoë-, medium-, en laemassalaste, massalaste van onderskeidelik hoogstens 375, 250 en 125 kg/m<sup>2</sup>;

  - (c) elke deel van 'n steierraam wat van hout gemaak is, 'n diameter 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 gure weer deur 'n bevoegde persoon geïnspekteer is.
- (3) Geen werkgewer mag vereis of toelaat—
  - (a) dat steierwerk waarvan die stuttraam van hout gemaak is, hoër as 25 m is nie;
  - (b) dat steierwerk opgerig, verander of afgebreek word nie behalwe deur of onder die persoonlike toesig van 'n bevoegde persoon.

## 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 verbystek;
  - (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 laemassalaste, 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 as hulle van hout is 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 hoogstens 75 mm wyd is: Met dien verstande dat, waar daar van werkmense 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 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 onder stewig gestut word, minstens 900 mm bokant die platform verbystek en stewig vasgemaak word.
- (6) Hierdie klousule is ook van toepassing op werkplatforms waarvandaan bou-, slopings- of uitgrawingswerk verrig word.



## 7. RAMPS

- (1) No employer shall require or permit a ramp to be installed or used, the slope of which exceeds one vertical to one and a half horizontal.
- (2) An employer shall cause every ramp—
- 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—
    - be placed at suitable intervals; and
    - 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;
  - 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—

- out-riggers are—
  - of steel, and have a factor of safety of not less than four;
  - properly supported, suitably spaced and securely anchored, other than by mass-pieces, at the inner end: Provided that, in the case of outriggers anchored by means of mass-pieces, the arrangement thereof shall be approved by an inspector;
  - provided with a stop at the outer end, or other means, to prevent displacement of the rope;
- 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;
- 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;
- the working platform is—
  - 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;
  - 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;
  - 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;
  - 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—

- the outriggers are of steel and have a factor of safety of not less than four;
- 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

## 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) 'n Werkgewer moet sorg dat elke oploop—
- waarvan die helling addisionele vastrapplek nodig maak, en in alle gevalle waar die helling meer as een vertikaal tot vier horisontaal is, voorsien word van behoorlike vastrapplatte wat—
    - met geskikte tussenruimtes aangebring moet word; en
    - oor die hele breedte van die oploop strek, behalwe dat hulle oor 'n breedte van hoogstens 230 mm onderbreek kan word sodat kruiswaens makliker kan beweeg;
  - wat hoër as 2 m is, aan albei kante voorsien word van handrelinge en stootstukke wat in alle opsigte aan die vereistes van klousule 6 (2) (b) van hierdie Aanhangsel moet voldoen.

## 8. HANGSTEIERS

Geen werkgewer mag vereis of toelaat dat 'n hangsteier gebruik word nie tensy—

- die kraanbalke—
  - van staal is en 'n veiligheidsfaktor van minstens vier het;
  - by die binnepunt behoorlik gestut, op 'n geskikte wyse gespasieer en stewig geanker is op 'n ander manier as met massastukke: Met dien verstande dat, in die geval van kraanbalke wat met massastukke geanker word, die plasing daarvan deur 'n inspekteur goedgekeur moet word;
  - se buite-ente van 'n stuiter of ander middels voorsien is wat verskuiwing van die tou sal voorkom;
- die werkplatform aan minstens twee afsonderlike staaldraadtoue hang waarvan die veiligheidsfaktor, gebaseer op die maksimum vraag wat elke tou sal moet dra, minstens 10 is;
- 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 werkplatform-aanhegtings is;
- die werkplatform—
  - minstens 456 mm en uiters 912 mm wyd in die geval van ligte hangsteiers en minstens 912 mm wyd in die geval van swaar hangsteiers is;
  - so hang dat dit so na doenlik is aan die bouwerk waaraan daar gewerk word en in elke werkposisie so vasgemaak is dat horisontale beweging tussen die platform en die bouwerk voorkom word;
  - voorsien is van stewige skutrelings wat minstens 90 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;
  - aan al die kante voorsien is van stootstukke wat minstens 150 mm hoog van die oppervlak van die platform af moet wees en as hulle van hout gemaak is minstens 25 mm dik moet wees en so aangebring moet word dat daar geen oop ruimte tussen die stootstuk en die platform is nie: Met dien verstande dat, in die geval van swaar hangsteiers, die stootstukke aan die kant van die bouwerk minstens 50 mm hoog van die oppervlak van die platform af moet wees.

## 9. BOOTSMASTOEL

'n Werkgewer moet sorg dat elke bootsmanstoel 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—

- die kraanbalke van staal is en 'n veiligheidsfaktor van minstens vier het;
- dit aan klousule 6 van hierdie Aanhangsel voldoen.

## 11. BOKSTEIERS

Geen werkgewer mag vereis of toelaat dat 'n boksteier gebruik word wat hoër as 3 m is of wat so gebou is dat dit uit meer as twee rye bestaan nie.

## 12. DAKWERK

'n Werkgewer moet geskikte daklere of plankmatte of kruipplanke verskaf en sorg dat dit gebruik word in die geval van persone wat werk

roof having a pitch of more than 34 degrees or on any roof which is covered or is to be covered with material through which a person is liable to fall: Provided that suitable safety belts with an adequate length of rope attached to the structure may be used in place of roof ladders, duck or crawling boards on pitched roofs covered with non-fragile material.

### 13. DEMOLITION WORK

(1) No employee 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) 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

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 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. Gesamentlike verantwoordelikheid vir slopingswerk mag hoegenaamd nie deur twee of meer persone uitgeoefen word nie.

(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 doenlike voorsorgmaatreëls getref is ten einde die gevaar te voorkom dat die bouwerk intuieml 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) voorsorgmaatreëls getref word deur middel van doeltreffende skoring of die ander metodes wat nodig mag wees ten einde te voorkom dat 'n deel van die bouwerk of 'n aangrensende bouwerk per ongeluk intuieml.

### 14. BOUHYERS

(1) 'n Werkgewer moet sorg dat die toring van elke bouhyser—

- (a) aan die bouwerk vasgemaak of verspan is met staalankertoue 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 opgeghys 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 toegelou 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 staaldraad 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 diameter van sodanige wentol, asook dié van 'n afleikatrof -katrolwiel, minstens 350 maal die diameter 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 vanaf elke bordes 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, kruitwaens of materiaal op of in die bak vervoer word nie—en niemand mag dit ook laat doen nie—tensy sodanige trokke, kruitwaens 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 bouhyers of soortgelyke werk het, en sodanige persoon moet die hele hyser, met inbegrip van die leiers, toue



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 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. EXPLOSIVE POWERED TOOLS

(1) No employer shall require or permit any person to, and no person shall use an explosive powered tool—

(a) unless he has been fully instructed in the operation, maintenance and use of such explosive powered tool and as to the dangers which may arise from its use;

(b) in the immediate vicinity of other persons unless adequate precautions are taken to ensure the safety of such other persons;

en die aansluitings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheidstoestelle, inspekteur 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 dieper as 1,5 m is en wat nie op 'n doeltreffende wyse geskooor 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 sykante 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 inspekteur 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 bevoeg 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 veiligheids gordels, veiligheids-helms, stofbrille, handskoene of skoetsel, gratis verskaf 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 kan wees of aan enigiemand ten opsigte van wie 'n inspekteur dit mag vereis, en hy moet dit in 'n goeie toestand hou.

#### 17. SKIETHAMERS

(1) Geen werkgewer mag vereis of toelaat dat enigiemand 'n skiethamer gebruik nie en niemand mag dit gebruik nie—

(a) tensy hy ten volle onderrig is betreffende die bediening, onderhoud en gebruik van sodanige skiethamer en die gevare wat uit die gebruik daarvan mag ontstaan;

(b) in die onmiddellike nabyheid van ander persone tensy doelmatige voorsorg getref is om die veiligheid van sodanige ander persone te verseker;

- (c) in situations where a flammable or explosive gas, vapour or dust is or may be present;
- (d) unless he has been provided with and uses suitable eye protection.
- (2) Every employer shall ensure that—
  - (a) only cartridges suited to the explosive powered tool and the work to be performed, are used;
  - (b) every explosive powered tool is cleaned after use and examined at least once in every week when in use by a person who is competent to do so;
  - (c) when not in use every explosive powered tool is stored in a safe place inaccessible to unauthorised persons and that cartridges are stored in suitable metal containers specially kept for that purpose and which shall be kept locked;
  - (d) no explosive powered tool is stored in a loaded condition;
  - (e) a notice warning persons is posted wherever an explosive powered tool is being used.
- (3) No employer shall require or permit any person to, and no person shall make or attempt to make fastenings with an explosive powered tool—
  - (a) in hard or brittle substances such as hardened steel, cast iron, marble, tiles and the like;
  - (b) near edges and not within 100 mm of edges of masonry or concrete;
  - (c) in existing holes or at broken off bolts;
  - (d) in substances through which the projectile may pass.
- (4) No employer shall require or permit any person to and no person shall use an explosive powered tool which is not—
  - (a) provided with a substantial guard at the muzzle end of the tool which shall be so designed as to effectively guard against flying particles or fragments and ricocheting projectiles;
  - (b) so constructed that it can only be fired with pressure of the barrel against the material in which the fastenings are to be made, and when the angle of inclination of the barrel of the tool to the material is not more than fifteen degrees from a right angle. The pressure required for firing shall be such that accidental firing is eliminated as far as possible;
  - (c) provided with a device which shall ensure against accidental firing of the tool;
  - (d) so constructed that when fired the recoil of the tool is reduced to a minimum;
  - (e) permanently marked with the maker's name and serial number.

## 18. DEFINITIONS

For the purposes 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).

## L. APPENDIX II

### SAFETY MEASURES—MACHINERY

(Subject to the provisions of clause 86 of Part II of the Agreement)

#### 1. SUPERVISION

- (1) (a) An employer shall appoint, in writing, a responsible person to be in general charge of all machinery situated on premises where—
  - (i) the machinery is used in the primary generation of power;
  - (ii) the machinery is used for the purposes of distribution of electricity by an employer who does not generate such electricity;
  - (iii) the machinery is operated by electricity derived from outside sources and such machinery is capable of working simultaneously;
  - (iv) boilers are used for raising steam for process purposes.
- (b) Where the combined equivalent power output of the machinery referred to in subclause (1) (a) (i), (ii), (iii) and (iv) of subclause (1) (a), the subparagraphs taken singularly or in any combination thereof—
  - (i) does not exceed 800 kW, the responsible person shall be a competent person;
  - (ii) exceeds 800 kW but does not exceed 1 200 kW, the responsible person shall be a certificated engineer, unless the Chief Inspec-

- (c) op plekke waar vlambare of ontplofbare gas, damp of stof aanwesig is of mag wees;
- (d) tensy hy voorsien is van 'n geskikte oogbeskermer en dit gebruik.
- (2) Elke werkgewer moet seker maak dat—
  - (a) slegs patrone gebruik word wat geskik is vir die skiethamer en die werk wat verrig moet word;
  - (b) elke skiethamer na gebruik skoongemaak en minstens een keer elke week wanneer dit in gebruik is, nagegaan word deur 'n persoon wat bevoeg is om dit te doen;
  - (c) wanneer dit nie gebruik word nie, elke skiethamer op 'n veilige plek bewaar word wat ontoeganklik is vir ongemagtigde persone en dat patrone in geskikte metaalhouers gebêre word wat spesiaal vir dié doel gehou word en gesluit moet bly;
  - (d) geen skiethamer gelaai gebêre word nie;
  - (e) 'n kennisgewing wat persone waarsku, opgeplak word waar skiethamers ook sal gebruik word.
- (3) Geen werkgewer mag vereis of toelaat dat enigiemand aanhegtings met skiethamers maak nie en niemand mag dit doen of probeer doen nie—
  - (a) in harde of bros stowwe soos verharde staal, gietyster, marmmer, teëls en diesulkes;
  - (b) naby kante en nie binne 100 mm van rande van steenwerk of beton nie;
  - (c) in bestaande gate of by afgebreekte boue;
  - (d) in stowwe waardeur die projektiel kan gaan.
- (4) Geen werkgewer mag vereis of toelaat dat enigiemand skiethamers gebruik, en niemand mag dit gebruik nie, tensy dit—
  - (a) voorsien is van 'n sterk skerm by die bek van die skiethamer wat so ontwerp moet wees dat dit doelmatige beskerming verleen teen vlieënde deeltjies of stukkies of opslagprojektele;
  - (b) so gemaak is dat dit slegs afgevuur kan word deur die loop vas te druk teen die materiaal waarin die aanhegtings gemaak moet word en wanneer die hellingshoek van die loop van die gereedskap tot die materiaal hoogstens 15° van 'n reghoek is. Die druk wat nodig is om te vuur, moet sodanig wees dat onopsetlike afvuur vir sover moontlik uitgeskakel is;
  - (c) voorsien is van 'n toestel wat moet verseker dat die skiethamer nie onopsetlik afgevuur word nie;
  - (d) so gemaak is dat wanneer dit afgevuur word, die terugskop van die skiethamer tot 'n minimum beperk is;
  - (e) permanent gemerk is met die fabrikant se naam en volgnummer.

## 18. WOORDOMSKRYWING

Vir die toepassing van hierdie Aanhangsel beteken—

- (1) „Hoofinspekteur” die inspekteur wat die pos beklee van Hoofinspekteur van Fabriek, ingestel by Goewermentskennisgewing 1287 van 6 September 1935, of wat sodanige pos beklee waarvan die benaming van tyd tot tyd gewysig kan word;
- (2) „inspekteur” in inspekteur wat kragtens artikel 4 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941 (Wet 22 van 1941), aangestel is of geag word aangestel te wees.

## L. AANHANGSEL II

### VEILIGHEIDSMATREËLS—MASJINERIE

(Behoudens die bepalings van Klousule 86 van Deel II van die Ooreenkoms)

#### 1. TOESIG

- (1) (a) 'n Werkgewer moet skriftelik 'n verantwoordelike persoon aanstel wat algemeen verantwoordelik is vir alle masjinerie wat op 'n perseel geleë is waar—
  - (i) die masjinerie by die primêre ontwikkeling van krag gebruik word;
  - (ii) die masjinerie gebruik word vir die verspreiding van elektrisiteit deur 'n werkgewer wat nie sodanige elektrisiteit ontwikkel nie;
  - (iii) die masjinerie aangedryf word deur elektrisiteit wat van buite-bronne verkry word en sodanige masjinerie in staat is om gelyktydig te werk;
  - (iv) stoomketels gebruik word vir die ontwikkeling van stoom vir prosesdoeleindes.
- (b) Waar die gesamentlike ekwivalente kraglewering van die masjinerie waarvan in subparagrafe (i), (ii), (iii) en (iv) van subklousule (1) (a) melding gemaak word, die subparagrafe afsonderlik of in enige kombinasie daarvan geneem—
  - (i) hoogstens 800 kW is, moet die verantwoordelike persoon 'n bevoegde persoon wees;
  - (ii) meer as 800 kW maar hoogstens 1 200 kW beloop, moet die verantwoordelike persoon 'n gediplomeerde ingenieur wees, tensy die Hoofinspekteur, onderworpe aan sodanige voor-



tor grants permission for the appointment of a competent person subject to such conditions as he deems fit;

- (iii) exceeds 1 200 kW, the responsible person shall be a certificated engineer.

(2) Notwithstanding the provisions of subclause (1), the Chief Inspector may, having regard to the special nature of the machinery and the purpose for which it is used, authorise the appointment of a person holding special qualifications other than those of a competent person, as defined, and acceptable to the Chief Inspector, as the responsible person to be in general charge of such machinery, subject to such conditions as he may impose, and he may, if he deems it expedient, authorise the appointment, of more than one such responsible person;

(3) For the purpose of this clause, the power output of the classes of machinery enumerated in subclause (1) shall be as follows:

- (a) Machinery used in the primary generation of power: The kilowatt equivalent of the manufacturer's rating of all machinery which can be worked simultaneously;
- (b) machinery used for the distribution of electricity: The kilowatt equipment of the maximum demand over any consecutive thirty minutes;
- (c) machinery operated by electricity only. The collective manufacturer's rating;
- (d) boilers: The manufacturer's rated equivalent boilers: or—normal evaporative capacity of the boiler in kilograms of water per hour from and at 100 °C, divided by 21, or in the absence thereof, the heating surface of the boiler in square metres multiplied by 0.8.

(4) To assist the responsible person referred to in subclause (1), an employer may appoint one or more subordinate competent persons. Each such subordinate competent person shall, to an extent to be clearly defined in his letter of appointment, have the same responsibility under these regulations as the responsible person: Provided that the appointment of such subordinate competent person shall not relieve the responsible person of any personal responsibility under these regulations

(5) The responsible person required to be in general charge of all machinery on the premises shall be appointed on a full-time basis for such machinery only and shall not in addition be appointed in charge of any other machinery except with the written permission of the Chief Inspector.

(6) (a) The Chief Inspector may require an employer to appoint one or more subordinate competent persons to assist the responsible person referred to in subclause (1) where, in his opinion, having regard to the size of the premises and the nature or amount of machinery, it is desirable that such subordinate competent persons be appointed and the Chief Inspector may require that any one or more of such subordinate competent persons shall be certificated engineers. The provisions of subclause (4) of this regulation shall then apply.

(b) Where, having regard to the size of the premises and the nature or amount of machinery, the Chief Inspector deems the appointment of more than one responsible person expedient, an employer may, subject to such conditions as the Chief Inspector may impose, appoint such number of responsible persons, who satisfy the requirements of subclause (1), as the said Inspector may approve, to be in general charge of all machinery situated in such sections or portions of the premises as the Chief Inspector shall determine.

(7) The persons who, in terms of this clause, are in general charge of machinery shall—

- (a) be responsible for the safe installation and the proper maintenance, repair and operation of such machinery;
  - (b) ensure that all safety appliances, devices and guards are maintained in good condition and properly used;
  - (c) ensure that the provisions of this Appendix are fully complied with;
  - (d) stop the working of any apparatus or machine the using of which is, or may, in any way be dangerous to persons due to any defect.
- (8) (a) Notwithstanding the provisions of this clause, machinery which in terms of this clause should be in the charge of a certificated engineer may be worked for a period of not longer than one month in any period of six consecutive months without a certificated engineer being in charge thereof, whenever in circumstances beyond an employer's control, or during the absence of the certificated engineer on leave, or between the termination of employment of one certificated engineer and the engagement of another, or for any other reason deemed satisfactory by the Chief Inspector it is impracticable for an employer to comply with the said requirements.
- (b) Every employer shall, during any such period, appoint in writing, a competent person to take charge of such machinery, and such

waardes as wat hy nodig ag, toestemming verleen vir die aanstelling van 'n bevoegde persoon;

- (iii) meer as 1 200 kW is, moet die verantwoordelike persoon 'n gediplomeerde ingenieur wees.

(2) Ondanks subklousule (1), kan die Hoofinspekteur, met inagneming van die besondere aard van die masjinerie en die doel waarvoor dit gebruik word, onderworpe aan sodanige voorwaardes as wat hy bepaal, goedkeuring verleen vir die aanstelling van 'n persoon wat in besit is van ander besondere kwalifikasies as dié van 'n bevoegde persoon, soos omskryf, wat vir die Hoofinspekteur aanvaarbaar is, as die verantwoordelike persoon wat algemeen verantwoordelik is vir sodanige masjinerie, en hy kan, indien hy dit dienstig ag, die aanstelling van meer as een so 'n verantwoordelike persoon goedkeur.

(3) Vir die toepassing van hierdie klousule moet die kraglewering van die klasse masjinerie wat in subklousule (1) genoem word, soos volg wees:

- (a) Masjinerie wat by die primêre ontwikkeling van krag gebruik word: Die kilowatt-ekwivalent van die vervaardiger se aanslag van alle masjinerie wat gelyktydig kan werk;
- (b) masjinerie wat vir die verspreiding van elektrisiteit gebruik word: Die kilowatt-ekwivalent van die maksimum vraag oor enige opeenvolgende 30 minute;
- (c) masjinerie wat slegs met elektrisiteit werk: Die vervaardiger se gesamentlike aanslag;
- (d) stoomketels: Die vervaardiger se aangeslane ekwivalente normale verdampbare vermoë van die stoomketel in kilogram water per uur vanaf en by 100 °C, gedeel deur 21, of by ontstentenis daarvan, die verhittingsvlak van die stoomketel in vierkante meter vermenigvuldig met 0,8.

(4) Om die verantwoordelike persoon te help wat in subklousule (1) bedoel word, kan 'n werkgewer een of meer ondergeskikte bevoegde persone aanstel. Elke sodanige ondergeskikte bevoegde persoon beklee, in die mate wat duidelik in sy aanstellingsbrief omskryf moet word, dieselfde verantwoordelikheid ingevolge hierdie regulasies as die verantwoordelike persoon: Met dien verstande dat die aanstelling van so 'n ondergeskikte bevoegde persoon nie die verantwoordelike persoon van enige persoonlike verantwoordelikheid ingevolge hierdie regulasies onthef nie.

(5) Die verantwoordelike persoon wat algemene toesig oor alle masjinerie op die perseel moet hê, moet op 'n voltydse grondslag aangestel word slegs vir sodanige masjinerie en moet nie daarenkens aangestel word om verantwoordelik te wees vir enige ander masjinerie nie, uitgesonderd met die skriftelike toestemming van die Hoofinspekteur.

(6) (a) Die Hoofinspekteur kan van 'n werkgewer vereis om een of meer ondergeskikte bevoegde persone aan te stel om die verantwoordelike persoon in subklousule (1) bedoel, te help waar na sy mening, met inagneming van die grootte van die perseel en die aard van of die hoeveelheid masjinerie, dit wenslik is dat sodanige ondergeskikte bevoegde persone aangestel word en die Hoofinspekteur kan vereis dat een of meer van daardie ondergeskikte bevoegde persone gediplomeerde ingenieurs moet wees. Subklousule (4) van hierdie regulasie is dan van toepassing.

(b) Waar die Hoofinspekteur, met inagneming van die grootte van die perseel en die aard van of die hoeveelheid masjinerie, die aanstelling van meer as een verantwoordelike persoon dienstig ag, kan 'n werkgewer, onderworpe aan die voorwaardes wat die Hoofinspekteur bepaal, soveel verantwoordelike persone aanstel wat aan die vereistes van subklousule (1) voldoen, as wat genoemde inspekteur goedkeur, om algemeen verantwoordelik te wees vir alle masjinerie wat geleë is in daardie afdelings of gedeeltes van die perseel wat die Hoofinspekteur bepaal.

(7) Die persone wat kragtens hierdie klousule algemene toesig oor masjinerie het—

- (a) is verantwoordelik vir die veilige installering en die behoorlike onderhoud, herstel en bediening van sodanige masjinerie;
  - (b) moet verseker dat alle veiligheidstoestelle, -meganismes en beskermingsinrigtings in goeie toestand onderhou en behoorlik gebruik word;
  - (c) moet verseker dat die bepalinge van hierdie aanhangsel ten volle nagekom word;
  - (d) moet enige toestel of masjien tot stilstand bring indien die gebruik daarvan op enige wyse weens 'n defek gevaarlik vir persone is of mag wees.
- (8) (a) Ondanks hierdie klousule, mag masjinerie wat kragtens hierdie klousule onder die toesig van 'n gediplomeerde ingenieur moet wees, vir 'n tydperk van hoogstens een maand in enige tydperk van ses opeenvolgende maande werk sonder dat 'n gediplomeerde ingenieur daarvoor verantwoordelik is, wanneer dit onder omstandighede buite 'n werkgewer se beheer, of tydens die afwesigheid met verlof van die gediplomeerde ingenieur, of tussen die diensbeëindiging van een gediplomeerde ingenieur en die indiensneming van 'n ander, of om enige ander rede wat bevredigend deur die Hoofinspekteur geag word, ondoenlik vir 'n werkgewer is om aan genoemde vereistes te voldoen.
- (b) Elke werkgewer moet gedurende enige sodanige tydperk 'n bevoegde persoon skriftelik aanstel om toesig oor sodanige masjinerie te neem en sodanige bevoegde persoon het al die pligte

competent person shall have all the duties and responsibilities of the certificated engineer while so acting.

(9) An employer shall forthwith report in writing to the Divisional Inspector the name of any person appointed in terms of this regulation and such report shall be accompanied by a copy of the letter of appointment. In the case of the appointment of a person who is not a certificated engineer, the report shall contain a record of the qualifications, experience and training of such person.

## 2. OBEDIENCE TO ORDERS

Any person on premises where machinery is used shall carry out any order given to him or which has been issued as a general standing instruction by an employer, or by persons authorised by an employer, in accordance with, or for the proper observance of the provisions of this Appendix or in the interests of safety.

## 3. REPORTS TO PERSONS IN CHARGE

A person working on premises where machinery is used shall forthwith report to an employer anything which comes to his notice which is liable to cause danger to persons or accidents to machinery.

## 4. NO ADMITTANCE TO UNAUTHORISED PERSONS

No person other than a person authorised by an employer or a person entitled by law to enter such premises, shall enter any premises where machinery is used. Notice to this effect shall be posted up by an employer in both official languages, at all entrances to such premises.

## 5. INTOXICATION

(1) No person shall consume or offer to any other person or have in his possession intoxicating liquor whilst in the vicinity of or whilst working on or near machinery.

(2) No person in a state of intoxication shall enter or remain or shall be permitted by an employer to enter or to remain on premises where machinery is used.

## 6. DUTIES OF EMPLOYERS

(1) Every employer shall—

(a) take all reasonable measures to enforce the requirements of this Appendix and to ensure that they are observed by every person working on premises where machinery is used;

(b) provide for the safety of persons and enforce proper discipline on premises where machinery is used;

(c) cause every inexperienced person who is required or permitted to operate a machine which may cause injury, to be fully conversant with the dangers attached to the operation thereof and the precautionary measures to be taken and to be observed;

(d) cause all plant, material and other things necessary for compliance with the requirements of this Appendix to be provided and maintained in good order and repair;

(e) cause all buildings and structures on premises where machinery is used to be of sound construction and to be maintained in good order and repair and in a safe condition.

(2) (a) On premises where 25 or more persons are employed an employer shall appoint in writing at least one person, who is thoroughly familiar with the work processes, who shall assist the person charged with the supervision of the machinery and who shall have the special duty of reporting to him in writing—

(i) any deficiency in the availability, good condition and proper use of safety measures and appliances;

(ii) unsafe practices and suggested corrective measures:

Provided that the appointment of such person or persons shall not be taken to relieve an employer of any personal responsibility imposed on him by this Appendix.

(b) The names of the persons appointed in terms of paragraph (a) shall be kept in writing and shall be open to inspection by an inspector.

## 7. CONDITION OF FLOORS

An employer shall cause all floors on premises where machinery is used to be maintained in a good condition, and, as far as practicable, free from chips or other loose material.

## 8. CLEAR SPACE

An employer shall cause sufficient clear and unobstructed space to be provided and maintained at every machine to enable the work to be carried on without danger to persons.

en verantwoordelikhede van die gediplomeerde ingenieur terwyl hy aldus waarneem.

(9) 'n Werkgewer moet onmiddellik skriftelik aan die Afdelingsinspekteur die naam van enige persoon meld wat kragtens hierdie regulasie aangestel is en sodanige vermelding moet vergesel gaan van 'n afskrif van die aanstellingsbrief. In die geval van die aanstelling van 'n persoon wat nie 'n gediplomeerde ingenieur is nie, moet die vermelding 'n staat van die kwalifikasies, ondervinding en opleiding van sodanige persoon bevat.

## 2. GEHOORSAAMHEID AAN BEVELE

Enigiemand op persele waar masjinerie gebruik word moet enige bevel uitvoer wat aan hom gegee word of wat uitgereik is as 'n algemene staande instruksie deur 'n werkgewer of deur persone deur 'n werkgewer gemagtig, in ooreenstemming met, of vir die behoorlike nakoming van, die bepalings van hierdie aanhangsel of in belang van veiligheid.

## 3. VERSLAE AAN VERANTWOORDELIKE PERSONE

'n Persoon wat op persele werk waar masjinerie gebruik word, moet onmiddellik aan 'n werkgewer enigiets rapporteer wat onder sy aandag kom wat moontlik gevaar kan meebring vir persone of ongelukke aan masjinerie.

## 4. GEEN TOEGANG AAN ONGEMAGTIGDE PERSONE NIE

Niemand, uitgesonderd 'n persoon wat deur 'n werkgewer gemagtig is of 'n persoon wat by wet die reg het om sodanige perseel binne te gaan, mag enige perseel binnegaan waar masjinerie gebruik word nie. 'n Kennisgewing met dié strekking moet deur 'n werkgewer in albei amptelike tale by alle toegange tot sodanige perseel opgeplak word.

## 5. DRONKENSAP

(1) Niemand mag, terwyl hy in die nabyheid van masjinerie is of terwyl hy op of naby masjinerie werk, bedwelmende drank gebruik of daarvan aan enige ander persoon aanbied of dit in sy besit hê nie.

(2) Niemand onder die invloed van drank mag persele waar masjinerie gebruik word binnegaan of daarin vertoef of deur 'n werkgewer toegelaat word om dit binne te gaan of daarin vertoef nie.

## 6. PLIGTE VAN WERKGEWER

(1) Elke werkgewer moet—

(a) alle redelike maatreëls tref om die vereistes van hierdie aanhangsel toe te pas en om te verseker dat dit nagekom word deur elkeen wat op persele werk waar masjinerie gebruik word;

(b) voorsorg tref vir die veiligheid van persone en behoorlike dissipline afdwing in persele waar masjinerie gebruik word;

(c) sorg dat elke onervare persoon van wie vereis of wat toegelaat word om 'n masjien te bedien wat beserings kan veroorsaak, ten volle op die hoogte is van die gevare verbonde aan die bediening daarvan en die veiligheidsmaatreëls wat getref en nagekom moet word;

(d) sorg dat alle installasies, materiaal en ander dinge wat nodig is vir nakoming van die vereistes van hierdie aanhangsel, in goeie toestand en heel, verskaf en onderhou word;

(e) sorg dat alle geboue en bouwerke op persele waar masjinerie gebruik word, van goeie konstruksie is en in goeie orde en heel en in 'n veilige toestand onderhou word.

(2) (a) Op 'n perseel waar 25 of meer persone in diens is, moet 'n werkgewer skriftelik minstens een persoon aanstel wat deeglik vertrouwd is met die werkprosesse, wat die persoon moet help wat toesig oor die masjinerie het en wat die spesiale plig het om aan hom skriftelik verslag te doen oor—

(i) enige gebrek in die beskikbaarheid en goeie toestand en behoorlike gebruik van veiligheidsmaatreëls en -toestelle, asook

(ii) onveilige praktyke en voorgestelde verbeteringsmaatreëls: Met dien verstande dat daar nie veronderstel mag word dat die aanstelling van sodanige persoon of persone 'n werkgewer onthef van enige persoonlike verantwoordelikhede wat aan hom by hierdie aanhangsel opgedra word nie.

(b) Die name van die persone wat kragtens paragraaf (a) aangestel word, moet skriftelik bewaar word en moet oop wees vir inspeksie deur 'n inspekteur.

## 7. TOESTAND VAN VLOERE

'n Werkgewer moet alle vloere op persele waar masjinerie gebruik word in 'n goeie toestand onderhou, en, vir sover prakties moontlik, vry van spaanders of ander los materiaal.

## 8. VRY RUIMTE

'n Werkgewer moet voldoende vry en onbelemmerde ruimte by iedere masjien verskaf en in stand hou ten einde toe te laat dat die werk sonder gevaar vir persone uitgevoer word.



## 9. LOOSE OUTER CLOTHING

No person working in close proximity to moving machinery shall wear or be permitted by an employer to wear loosely fitting outer clothing, jewellery, ornaments, watch or key chains or straps.

## 10. REMOVAL OF DUST, FUMES OR GASES

Where workers are employed in processes in which dust, fluff, fumes, smoke or offensive gases arise or are likely to arise, an employer shall—

- (1) install and maintain in good condition, hoods, air-channels and fans or other adequate means of removing such dust, fluff, fumes, smoke or offensive gases; and
- (2) if an inspector so requires, provide—
  - (a) such workers, free of charge, with adequate respirators, and
  - (b) suitable cubicles to isolate adequately such processes.

## 11. DANGEROUS PLACES

An employer shall cause all openings in floors, pits, trapholes and other dangerous places on premises where machinery is used to be securely fenced or otherwise adequately protected to prevent accidents to persons.

## 12. ENCLOSURES CONTAINING DANGEROUS SUBSTANCES

(1) No employer shall require or permit any person to enter or remain in any room, chamber, tunnel, pit or vessel in which dangerous liquids or a dangerous concentration of gas or fumes may be present unless—

- (a) such room, chamber, tunnel, pit or vessel has been cleared of any such dangerous liquid, gas or fumes by purging with water, steam or air or by other effective means;
- (b) such room, chamber, tunnel, pit or vessel has been isolated from all pipes, ducts and other communicating openings by effective blanking other than the shutting and locking of a valve;
- (c) at least one other person is, and remains in attendance outside of and next to the entrance of such room, chamber, tunnel, pit or vessel; and
- (d) a suitably qualified person has examined such room, chamber, tunnel, pit or vessel and has certified in writing that the measures prescribed in paragraphs (a) and (b) have been complied with.

(2) Whenever the presence of dangerous liquids, gases or fumes cannot be excluded therein no employer shall require or permit any person to enter any room, chamber, tunnel, sewer, pit or vessel unless—

- (a) he be provided with and uses a safety belt with a length of rope reaching beyond the access;
- (b) if necessary, he be provided with and uses, a suitable mask which will enable him to breathe freely with safety;
- (c) at least one other person is and remains in attendance outside of and next to the entrance of such room, chamber, tunnel, sewer, pit or vessel;
- (d) suitable apparatus for resuscitation is provided.

(3) Whenever the presence of flammable or explosive liquids, gases, vapours or dusts cannot be excluded therein, no employer shall require or permit any person to enter any room, chamber, tunnel, sewer, pit or vessel unless—

- (a) the provisions of subclause (2) have been complied with;
- (b) effective precautions are taken to prevent ignition of the mixture by the avoidance of open sources of heat or light and the formation of sparks by ferrous tools, the generation of static electricity by wearing apparel or in any other manner.

(4) The provisions of this clause shall also apply in so far as these are relevant to work which is performed outside of, or to the outside of chambers, tunnels, sewers, pits, vessels, valves, pumps and the like, which may contain dangerous, flammable or explosive liquids, gases or fumes.

## 13. SELECTION AND ERECTION OF MACHINERY

An employer shall cause all appliances, machinery and plant to be so selected, arranged, installed, protected, adjusted, worked and maintained as to prevent danger to persons so far as is practicable.

## 14. OPERATION OF MACHINERY

(1) An employer shall cause the operation and attendance of machinery which for the avoidance of accidents require constant attention, to be

## 9. LOS BOKLERE

Niemand wat digby bewegende masjinerie werk, mag los boklere, juwele, ornamente, horlosie- of sleutelkettings of -bande dra of deur 'n werkgever toegelaat word om dit te dra nie.

## 10. WEGRUIMING VAN STOF, DAMPE OF GASSE

As werkers in prosesse in diens is waarby stof, donsies, dampe, rook of onaangename gasse ontstaan of moontlik sal ontstaan, moet 'n werkgever—

- (1) kappe, lugkanale, waaiers of ander toereikende middels installeer en in goeie toestand hou om sodanige stof, donsies, dampe, rook of onaangename gasse te verwyder; en
- (2) as 'n inspekteur dit aldus vereis—
  - (a) sodanige werkers kosteloos van doeltreffende asemhalingstoestel voorsien, en
  - (b) geskikte kamertjies verskaf om sodanige prosesse voldoende af te skei.

## 11. GEVAARLIKE PLEKKE

'n Werknemer moet alle openings in vloere, putte, valdeure en ander gevaarlike plekke op persele waar masjinerie gebruik word, stewig afkemp of andersins doelmatig beskerm om ongelukke aan persone te voorkom.

## 12. RUIMTES WAT GEVAARLIKE STOWWE BEVAT

(1) Geen werkgever mag vereis of toelaat dat enige persoon enige kamer, vertrek, tunnel, put of houer binnegaan waarin gevaarlike vloeistowwe of 'n gevaarlike konsentrasie van gas of dampe aanwesig is nie, tensy—

- (a) sodanige kamer, vertrek, tunnel, put of houer skoongemaak is deur sodanige gevaarlike vloeistof, gas of dampe te verwyder deur middel van water, stoom of lug of enige ander doeltreffende middel;
- (b) sodanige kamer, vertrek, tunnel, put of houer geïsoleer is van alle pype, geleidings en ander verbindingsopenings deur middel van doeltreffende afsluiting, uitgesonderd die afsluit en sluit van 'n klep;
- (c) minstens een ander persoon buitekant en vlakby die ingang tot sodanige kamer, vertrek, tunnel, put of houer waghout en daar bly waghout; en
- (d) 'n geskikte persoon wat die nodige kwalifikasies het, sodanige kamer, vertrek, tunnel, put of houer ondersoek en skriftelik gesertifiseer het dat aan die vereistes in paragrawe (a) en (b) voorgeskryf, voldoen is.

(2) Wanneer gevaarlike vloeistowwe, gasse of dampe nie daaruit geweer kan word nie, mag geen werkgever vereis of toelaat dat enige persoon enige kamer, vertrek, tunnel, riool, put of houer binnegaan nie, tensy—

- (a) hy voorsien is van 'n veiligheidsgordel en dit gebruik, met 'n stuk tou wat tot buitekant die ingang reik;
- (b) hy, indien nodig, voorsien is van 'n geskikte masker en dit gebruik, wat hom in staat sal stel om vry met veiligheid asem te haal;
- (c) minstens een ander persoon buitekant en vlakby die ingang van sodanige kamer, vertrek, tunnel, riool, put of houer waghout en daar bly waghout;
- (d) geskikte toestelle vir bybring verskaf is.

(3) Wanneer vlambare of ontplofbare vloeistowwe, gasse, dampe of stof nie daaruit geweer kan word nie, mag geen werkgever vereis of toelaat dat enige persoon 'n kamer, vertrek, tunnel, riool, put of houer binnegaan nie tensy—

- (a) die bepalings van subklousule (2) nagekom is;
- (b) doelmatige voorsorg getref is om te voorkom dat die mengsel aan die brand slaan, deur oop bronne van hitte of lig te vermy asook die afgee van vonke deur metaalhoudende gereedskap, die ontwikkeling van statiese elektrisiteit deur klere of op enige ander manier

(4) Hierdie klousule is ook van toepassing vir sover dit betrekking het op werk wat verrig word buitekant of aan die buitekant van kamers, tunnels, riole, putte, houters, kleppe, pompe en diesulke, wat gevaarlike, vlambare of ontplofbare vloeistowwe, gasse of dampe kan bevat.

## 13. UITSOEK EN OPRIG VAN MASJINERIE

'n Werkgever moet toesien dat alle toestelle, masjinerie en installasies so uitgesoek, gerangskik, geïnstalleer, beskerm, gestel, bedien en onderhou word dat, vir sover doenlik, gevaar vir persone voorkom word.

## 14. BEDIENING VAN MASJINERIE

(1) 'n Werkgever moet die bediening van of toesig oor masjinerie wat vir die voorkoming van ongelukke voortdurend aandag verg, laat uitvoer

carried out under the supervision of a competent person who shall at all times be present on the premises while the machinery is in operation and no person (other than a competent person) shall attend to or operate such machinery except under the general supervision of a competent person.

(2) No person operating any machinery, which for the avoidance of accidents requires constant attention, shall for any reason absent himself or cease to attend to such machinery while it is working, during the periods he is responsible for the working of such machinery, unless he is replaced.

(3) No person operating machinery shall depute any person to do his work, and no person may operate such machinery without the sanction of his official superior.

#### 15. GENERAL MACHINERY PROTECTION

(1) An employer shall cause—

- (a) every dangerous moving part of machinery not specially referred to in this Appendix and which is within normal reach of a person, to be securely fenced or guarded unless it is not possible to guard such machinery or moving parts of machinery by virtue of the nature of the operation thereof;
- (b) all guards and fences provided in terms of this clause to be of substantial construction and to be kept in position at all times during the normal operation of the machinery;
- (c) all fences and guard railings to be not less than 1 100 mm high, and to be of at least double rail construction.

(2) Subject to the provisions of clause 20 of this Appendix, no person shall trespass, or be permitted by an employer to trespass, within any safety guards or fences whilst the machinery is in motion.

#### 16. REVOLVING MACHINERY

(1) An employer shall cause every—

- (a) shaft, pulley, wheel, gear, coupling, collar, clutch, friction drum and the like to be securely fenced or guarded unless it is in such a position and of such construction as to be as safe to every person as it would be if securely fenced or guarded;
- (b) set-screw, key or bolt on every revolving shaft, coupling, collar, friction drum, clutch, wheel, pulley, gear and the like to be countersunk, enclosed or otherwise guarded so as to prevent danger unless it is so situated as to be as safe as it would be if completely encased;

unless it is not possible to guard such moving parts of machinery by virtue of the nature of the operation thereof.

(2) No employer shall require or permit a pulley to be used which is in any way damaged.

#### 17. TRANSMISSION BELTS

(1) An employer shall cause—

- (a) all driving belts, ropes, chains or sprockets within normal reach to be guarded;
- (b) the underside of every overhead belt, rope or chain above passages or work places to be so guarded as to prevent a broken belt, rope or chain from falling;
- (c) the guards or fences of belt, rope and chain drives over or adjacent to passages or work places to be so constructed as to resist the force of a broken belt, rope or chain:

Provided that paragraph (a) and (b) of this subclause shall not apply where in the opinion of an inspector no danger exists in the case of light belts due to the nature and speed of operation.

(2) No employer shall require or permit any person to and no person shall ship or unship driving belts whilst the machinery is in motion: Provided that light belts may be shifted on the coned pulleys of machine tools for the purpose of alteration in the working speed: Provided further that in the case of continuous processes an inspector may approve of an apparatus for shipping and unshipping belts in motion.

(3) An employer shall provide and cause to be used, efficient appliances such as belt perches or safety sleeves to prevent any driving belt thrown off or removed from a wheel, drum or pulley coming into contact with any shaft in motion and no person shall cause any driving belt to so rest or ride upon a shaft in motion.

#### 18. CONDITION OF SAFETY APPLIANCES AND MACHINERY

Every employer shall cause all safety appliances, devices or guards to be maintained in good working condition and to be properly used, and shall stop the working of any machinery the using of which is, or which appear likely to be, or to become dangerous to persons in the vicinity thereof.

onder die toesig van 'n bevoegde persoon wat te alle tye op die perseel aanwesig moet wees terwyl die masjinerie in werking is, en geen persoon (behalwe 'n bevoegde persoon) mag sodanige masjinerie bedien of daarvoor toesig hou nie, behalwe wanneer dit geskied onder die algemene toesig van 'n bevoegde persoon.

(2) Geen persoon wat masjinerie bedien wat vir die voorkoming van ongelukke voortdurend aandag verg, mag om watter rede ook al afwesig wees of ophou om sodanige masjinerie op te pas terwyl dit werk, gedurende die tydperke wanneer hy verantwoordelik is vir die werking van sodanige masjinerie nie, tensy hy vervang word.

(3) Geen persoon wat masjinerie bedien, mag enigiemand aansê om sy werk te doen en geen persoon mag sodanige masjinerie sonder die toestemming van sy amptelike hoof bedien nie.

#### 15. ALGEMENE BESKERMING BY MASJINERIE

(1) 'n Werkgewer moet toesien dat—

- (a) elke gevaarlike bewegende deel van masjinerie wat nie spesifiek in hierdie aanhangsel genoem is nie en wat binne normale bereik van 'n persoon is, stewig afgekamp of afgeskerm is, tensy dit nie moontlik is om sodanige masjinerie of bewegende dele van masjinerie af te skerm op grond van die aard van die werking daarvan nie;
- (b) alle skermes en omheinings wat verskaf word kragtens hierdie klousule van stewige konstruksie is en in posisie gehou word te alle tye gedurende die normale werking van die masjinerie;
- (c) alle omheinings en skermrelings minstens 1 100 mm hoog en met minstens dubbele relings gemaak is.

(2) Behoudens klousule 20 van hierdie aanhangsel mag niemand binne enige veiligheidskerms of omheinings oortree terwyl die masjinerie aan die gang is, of deur 'n werkgewer toegelaat word om aldus te oortree nie.

#### 16. DRAAIENDE MASJINERIE

(1) 'n Werkgewer moet elke—

- (a) as, katrol, wiel, rat, koppeling, kraag, koppelaar, wrywingstrom en diesulke stewig laat omhein of beskerm tensy dit op so 'n plek is en van sodanige konstruksie dat dit so veilig vir iedere persoon is as wat dit sou wees wanneer dit stewig afgekamp of beskerm is;
- (b) stelskroef, sleutel of bout aan elke draaiende as, koppeling, kraag, wrywingstrom, koppelaar, wiel, katrol, rat en diesulkes versink laat wees, ingeslote of andersins beskerm ten einde gevaar te voorkom tensy dit so geleë is dat dit so veilig is as wat dit sou wees as dit volledig omsluit is;

tensy dit nie moontlik is om sulke bewegende dele van masjinerie te beskerm uit die aard van die werking daarvan nie.

(2) Geen werkgewer mag vereis of toelaat dat 'n katrol gebruik word wat, op watter wyse ook al, beskadig is nie.

#### 17. TRANSMISSIEBANDE

(1) 'n Werkgewer moet—

- (a) alle dryfbande, -toue, -kettings of -kettingratte wat binne normale bereik is, afskerm;
- (b) die onderkant van elke boggrondse dryfband, -tou of -ketting bokant gange of werkplekke afskerm om te voorkom dat 'n gebreekte band, tou of ketting val;
- (c) die skermes of omheinings van band-, tou- en kettingaandrywings oor of langs gange of werkplekke so laat maak dat die krag van 'n gebreekte band, tou of ketting weerstaan kan word:

Met dien verstande dat paragrawe (a) en (b) van hierdie subklousule nie van toepassing is nie waar daar na die mening van 'n inspekteur geen gevaar bestaan in die geval van ligte bande weens die aard daarvan en snelheid van werking nie.

(2) Geen werkgewer mag vereis of toelaat dat enigiemand dryfbande opsit of afgooi terwyl die masjinerie loop, en niemand mag dit doen nie: Met dien verstande dat ligte bande op die koniese katrolle van masjiengereedskap verskuif mag word vir die doel om die werksnelheid te verander: Voorts met dien verstande dat in die geval van ononderbroke prosesse 'n inspekteur 'n toestel mag goedkeur vir die opsit en afgooi van bande wat beweeg.

(3) 'n Werkgewer moet doelmatige toestelle verskaf en dit laat gebruik, soos bandbeuels of veiligheidsmowwe om te voorkom dat enige dryfband van 'n wiel, trom of katrol wanneer dit afgegooi of verwyder word, in aanraking kom met enige bewegende as en niemand mag enige dryfband so laat rus of laat ry op 'n as wat beweeg nie.

#### 18. TOESTAND VAN VEILIGHEIDSTOESTELLE EN MASJINERIE

Elke werkgewer moet alle veiligheidsstoestelle, meganismes of skermes in goeie werkende toestand laat hou en behoorlik laat gebruik, en moet enige masjinerie tot stilstand bring wat, as dit gebruik word, gevaarlik word of lyk of gevaarlik kan word vir persone wat daar naby is.



## 19. STARTING AND STOPPING OF MACHINERY

(1) An employer shall provide every machine with an efficient stopping and starting appliance and the control of this appliance shall be in such a position as to be readily and conveniently operated.

(2) An employer shall provide belt driven machinery, which it is necessary to stop and start without interfering with the speed of the driving unit, with a permanent and satisfactory mechanical appliance for the purpose; such appliance shall be so constructed as to prevent accidental starting of the machinery.

(3) An employer shall cause every multi-section electrically driven machine which is required to be operated by more than one person to be provided with a stopping device at each section of the machine so situated as to be readily and conveniently operated by the person in charge of each particular section of the machine. Stopping devices shall be so constructed that they will automatically lock out when operated and require manual resetting before the machine can be started. In addition such machine shall be provided with a warning device which shall be sounded before the machine is set in motion: Provided that an inspector may permit an alternative arrangement whereby the safety of all operators is ensured. Only the person in general charge of the machine shall start such machine.

(4) Any person intending to set a machine or machinery in motion shall, before doing so, take all reasonable precautions to ensure that no other person is in the act of repairing, cleaning, oiling, adjusting or otherwise working on or dangerously close to such machine or machinery.

(5) Where foot operated pedals are used for the setting in motion of machinery an employer shall where practicable provide such pedals with either an automatic locking device so arranged that the pedal cannot be depressed accidentally or with a stirrup guard over the pedal so constructed so as to leave only sufficient clearance for the operator's foot between the pedal and the guard.

## 20. REPAIRING AND OILING MACHINERY

(1) No employer shall require or permit any person to, and no person shall clean, repair or adjust machinery in motion or any parts adjacent to machinery in motion or lubricate such machinery unless the lubricating devices are so situated as to obviate the close approach to dangerous moving parts: Provided that where it is impracticable to stop such machinery for the purpose of cleaning, repairing, adjusting or lubricating, such cleaning, repairing, adjusting or lubricating shall be performed by a competent person.

(2) An inspector may require an employer to provide automatic devices for lubricating machinery whilst in motion where this is practicable.

(3) No employer shall require or permit driving belts to be treated and no person shall treat driving belts with resin or any composition unless at rest or unless special devices are provided for safe feeding.

## 21. CIRCULAR SAWS

(1) No employer shall require or permit any person to operate a power driven circular saw—

- (a) at a speed in excess of the manufacturer's rated maximum speed for the saw blade or in the absence of such rating at a peripheral speed of more than 50 m/s;
- (b) which is in any way damaged or which is dull or not regular or correctly sharpened and set.

(2) An employer shall cause every circular saw to be guarded as follows:

- (a) Behind and in a direct line with the saw there shall be a riving knife, which shall have a smooth surface, shall be strong, rigid and easily adjustable and shall also conform to the following conditions:
  - (i) The edge of the knife nearer the saw shall be in the form of an arc of a circle, having a radius not exceeding the radius of the largest saw used on the bench by more than 3 mm;
  - (ii) the knife shall be maintained as close as practicable to the saw, having regard to the nature of the work being done at the time, and at the level of the bench table the distance between the front edge of the knife and teeth of the saw shall not exceed 12 mm;
  - (iii) for a saw of a diameter of less than 600 mm, the knife shall extend upwards from the bench table to within 25 mm of the top of the saw, and for a saw of a diameter of 600 mm or over, shall extend upwards from the bench table to a height of at least 225 mm;

Provided that where the nature of the work is such that the provisions of this subclause cannot be complied with, a suitable anti-kickback device shall be provided.

- (b) The saw blade below the bench table shall be effectively guarded.

## 19. MASJINERIE AANSIT EN STOP

(1) 'n Werkgewer moet elke masjien van 'n doelmatige stop- en aansit-toestel voorsien en die beheermiddel van hierdie toestel moet op so 'n plek wees dat dit vinnig en maklik bedien kan word.

(2) 'n Werkgewer moet bandaangedrewe masjinerie, waar dit nodig is om die masjinerie te stop en aan die gang te sit sonder om die snelheid van die dryfeenheid te versteur, van 'n permanente en bevredigende meganiese toestel vir dié doel voorsien; sodanige toestel moet so gemaak wees dat dit die onopsetlike aansit van die masjinerie belet.

(3) 'n Werkgewer moet elke veeldelige elektries aangedrewe masjien wat deur meer as een persoon bedien moet word, laat voorsien van 'n stop-toestel by elke deel van die masjien wat so geleë is dat dit vinnig en maklik bedien kan word deur die persoon wat verantwoordelik is vir elke besondere deel van die masjien. Stop-toestelle moet so gemaak wees dat hulle outomaties afsluit wanneer hulle bedien word en met die hand weer gestel moet word voordat die masjien weer aan die gang gesit kan word. Daarbenewens moet sodanige masjien voorsien wees van 'n waarskuwingstoestel wat 'n geluid moet maak voordat die masjien begin loop: Met dien verstande dat 'n inspekteur 'n alternatiewe reëling mag goedkeur waarby die veiligheid van alle bedieners verseker is. Slegs die persoon wat algemeen verantwoordelik is vir die masjien, moet sodanige masjien aan die gang sit.

(4) Enige persoon wat van voorneme is om 'n masjien of masjinerie aan die gang te sit, moet, voordat hy dit doen, alle moonlike voorsorg tref om te verseker dat geen ander persoon besig is om die masjien of masjinerie te herstel, skoon te maak, te smeer, te verstel of andersins daaraan of gevaarlik naby sodanige masjien of masjinerie te werk nie.

(5) Waar pedale wat met die voet werk, gebruik word om masjinerie aan die gang te sit, moet 'n werkgewer, waar dit doenlik is, dié pedale voorsien van 'n outomatiese sluittoestel so ingerig dat die pedaal nie per ongeluk afgetrap kan word nie of met 'n stiebeuelskerm oor die pedaal so gemaak dat dit net genoeg vry ruimte vir die bediener se voet tussen die pedaal en die skerm laat.

## 20. MASJINERIE HERSTEL EN OLIE

(1) Geen werkgewer mag vereis of toelaat dat enigiemand masjinerie skoonmaak, herstel of verstel terwyl dit loop of enige dele langs masjinerie wat loop of sodanige masjinerie smeer, en niemand mag dit doen nie, tensy die smeertoestelle so geleë is dat dit onnodig is om naby die gevaarlike of bewegende dele te kom: Met dien verstande dat waar dit ondoenlik is om sodanige masjinerie te stop vir die doel om dit skoon te maak, te herstel, te verstel of te smeer, die masjinerie deur 'n bevoegde persoon skoongemaak, herstel, verstel of gesmeer moet word.

(2) 'n Inspekteur mag van 'n werkgewer vereis om outomatiese toestelle te verskaf om, waar dit doenlik is, masjinerie te smeer terwyl dit loop.

(3) Geen werkgewer mag vereis of toelaat dat dryfbande met hars of enige samestelling behandel word, en niemand mag bande aldus behandel nie, tensy die bande stilstaan of tensy spesiale toestelle verskaf is om die bande veilig te behandel.

## 21. SIKKELSAE

(1) Geen werkgewer mag vereis of toelaat dat enigiemand 'n krag-aangedrewe sirkelsaag bedien—

- (a) teen 'n snelheid hoër as die vervaardiger se aangeslane maksimum snelheid vir die saagblad of by ontstentenis van sodanige aanslag, teen 'n omtreksnelheid van meer as 50 m/s;
- (b) wat op enige wyse beskadig of stom is of nie reëlmatig is of nie reg skerp gemaak en geset is nie.

(2) 'n Werkgewer moet elke sirkelsaag soos volg laat afskerm:

- (a) Agter en in 'n direkte lyn met die saag moet daar 'n kloofmes wees, met 'n gladde oppervlakte, sterk, styf en maklik verstelbaar en wat ook aan onderstaande vereistes moet voldoen:
  - (i) die snykant van die kloofmes naaste aan die saag moet in die vorm van 'n sirkelboog wees met 'n radius wat die radius van die grootste saag op die bank met nie meer as 3 mm oorskry nie;
  - (ii) die kloofmes moet so naby doenlik aan die saag gehou word, met inagneming van die aard van die werk wat op daardie tyd gedoen word, en op die hoogte van die banktafel moet die afstand tussen die voorste snykant van die kloofmes en tande van die saag hoogstens 12 mm wees;
  - (iii) vir 'n saag met 'n diameter van minder as 600 mm, moet die kloofmes boontoe van die banktafel af uitsteek tot binne 25 mm van die top van die saag, en vir 'n saag met 'n diameter van 600 mm of meer moet dit van die banktafel af boontoe uitsteek tot 'n hoogte van minstens 225 mm;

Met dien verstande dat waar die aard van die werk sodanig is dat aan die bepalings van hierdie subklousule nie voldoen kan word nie 'n geskikte terugskopweermiddel verskaf moet word.

- (b) Die saagblad onder die banktafel moet doelmatig afgeskerm word.

- (c) The part of the saw above the table shall be covered by a substantial guard which shall cover the saw at all times to at least the depth of the teeth and which shall be so arranged as to automatically adjust itself to the thickness of, and to remain in contact with, the material being cut. Where such a guard is impracticable the top of the saw shall be covered by a strong manually adjustable guard with a side flange at the side of the saw furthest from the fence and which shall be kept so adjusted as to extend to a point as low as practicable to the cutting point of the saw and with the flange extending below the roots of the teeth of the saw: Provided that in the case of a breakdown saw the guard shall be such as to effectively cover the top of the saw blade.
- (d) Tilting saws and tilting table circular saws shall be so arranged that the adjustment of the riving knife and the guard remains effective with any position of the saw or table.
- (3) An employer shall cause every swing or pendulum saw which is moved towards the material—
- (a) to be guarded so that only the cutting portion of the saw is exposed;
- (b) to be automatically kept away from the cutting position by a balance weight or other suitable means.
- (4) An employer shall cause every portable power driven circular saw to be provided with a fixed guard above the slide, or shoe, which shall be such as to cover the saw to at least the depth of the teeth. A guard shall be provided which shall automatically cover the portion of the saw below the slide, or shoe, whilst actual sawing is not being carried out.
- (5) An employer shall cause a suitable push stick to be kept available for use at the bench of every circular saw, which is fed by hand, to enable the work to be carried out without danger to persons.
- (6) An employer shall provide suitable mechanical means for holding rough timber which is to be slabbed by circular saw.
- (7) An employer shall provide an efficient guard for the automatic feed rollers of every circular saw.

## 22. BAND SAWS AND BAND KNIVES

An employer shall cause—

- (1) all moving parts of every bandsaw and band knife to be completely enclosed except that part of the blade between the table and the top guide; and
- (2) every bandsaw and bandknife to be provided with an adjustable guard which shall be kept so adjusted as to expose only the working portion of the blade.

## 23. PLANING MACHINES

- (1) No employer shall require or permit any planing machine which is not mechanically fed, to be used for overhand planing unless it is fitted with a cylindrical cutter-block.
- (2) No employer shall require or permit any planing machine which is not mechanically fed to be used for planing overhand any piece of wood less than 300 mm in length, unless a safe holder is used for such piece of wood: Provided that this shall not apply to the operation of planing edges of flat pieces of wood.
- (3) An employer shall provide every planing machine used for overhand planing with a bridge guard capable of covering the full length and breadth of the cutting slot in the bench, and so constructed as to be easily adjusted in a vertical and horizontal direction.
- (4) An employer shall provide an efficient guard for the feed roller of every planing machine used for thicknessing, except the combined machine for overhand planing and thicknessing.

## 24. MOULDING MACHINES

An employer shall cause—

- (1) the cutter of every vertical spindle moulding machine to be provided when practicable with the most efficient guard, having regard to the nature of the work which is being performed;
- (2) for such work as cannot be performed with an efficient guard for the cutter, the wood, being moulded on a vertical spindle moulding machine, if practicable, to be held in a jig or holder of such a construction as to ensure safe working;
- (3) a suitable spike or push stick to be kept available for use at the bench of every spindle moulding machine.

## 25. MORTICING MACHINES

An employer shall cause the chain of every morticing machine to be provided with a guard which shall enclose the cutters as far as practicable.

## 26. SANDING MACHINES

An employer shall cause every—

- (1) drum sanding machine to be provided with efficient guards so arranged as to completely enclose the revolving drum except such portion as is necessary for the application of the work;

- (c) Die deel van die saag bo die tafel moet deur 'n stewige skerm bedek word wat die saag te alle tye tot minstens die diepte van die tande moet bedek en wat so ingerig is dat dit outomaties verstel word volgens die dikte van, en in aanraking bly met die materiaal wat gesaag word. Waar so 'n skerm onprakties is moet die top van die saag bedek word deur 'n sterk skerm wat met die hand verstel kan word met 'n syflens aan die kant van die saag verste van die omheining af en wat so gestel gehou moet word dat dit strek tot 'n punt so laag doenlik tot die snypunt van die saag terwyl die flens onder die wortels van die tande van die saag verby strek: Met dien verstande dat in die geval van 'n voorsaag die skerm so moet wees dat dit die top van die saagblad doelmatig bedek.
- (d) Wipsae en wiptafelsirkelsae moet so ingerig wees dat die kloofmes en die skerm effektief gestel bly met enige stand van die saag of tafel.
- (3) 'n Werkgewer moet elke hangsaag wat na die materiaal toe beweeg—
- (a) afskerm sodat slegs die snygedeelte van die saag blootgestel is;
- (b) outomaties weg van die snystand hou deur middel van 'n balans-gewig of ander geskikte middel.
- (4) 'n Werkgewer moet elke draagbare kragaangedrewe sirkelsaag voorsien van 'n vaste skerm bokant die skuif, of skoen, wat sodanig moet wees dat dit die saag tot minstens die diepte van die tande bedek. 'n Skerm moet verskaf word wat die gedeelte van die saag onderkant die skuif, of skoen, outomaties bedek terwyl daar nie werklik gesaag word nie.
- (5) 'n Werkgewer moet 'n geskikte stootstok beskikbaar hou vir gebruik by die bank van elke sirkelsaag wat met die hand gevoer word om toe te laat dat die werk sonder gevaar vir persone uitgevoer word.
- (6) 'n Werkgewer moet geskikte meganiese middels verskaf om ruwe hout vas te hou wat deur 'n sirkelsaag haaks gesaag moet word.
- (7) 'n Werkgewer moet 'n doelmatige skerm verskaf vir die outomatiese voerrolle van elke sirkelsaag.

## 22. BANDSAE EN BANDMESSE

'n Werkgewer moet toesien dat—

- (1) alle bewegende dele van elke bandsaag en bandmes geheel en al ingesluit is, behalwe daardie deel van die blad tussen die tafel en die boonste leistik; en
- (2) elke bandsaag en bandmes van 'n verstelbare skerm voorsien is wat so gestel moet bly dat dit slegs die werkende deel van die blad blootstel.

## 23. SKAAFMASJIENE

- (1) Geen werkgewer mag vereis of toelaat dat enige skaafmasjien wat nie meganies gevoer word nie, gebruik word vir oorhandse skaafwerk tensy dit voorsien is van 'n silindriese beitelblok.
- (2) Geen werkgewer mag vereis of toelaat dat enige skaafmasjien wat nie meganies gevoer word nie, gebruik word om enige stuk hout van minder as 300 mm in lengte, oorhandse geskaaf word nie tensy 'n veilige houder vir sodanige stuk hout gebruik word: Met dien verstande dat dit nie van toepassing is wanneer plat stukke hout se kante geskaaf word nie.
- (3) 'n Werkgewer moet elke skaafmasjien wat vir oorhandse skaafwerk gebruik word, voorsien van 'n brugskerm wat die volle lengte en breedte van die saaggleuf in die bank kan bedek en so gemaak is dat dit maklik in 'n vertikale en horisontale rigting verstel kan word.
- (4) 'n Werknemer moet 'n doelmatige skerm verskaf vir die voerrol van elke skaafmasjien wat vir diepteskaafwerk gebruik word, behalwe die gekombineerde masjien vir oorhandse skaaf- en dikteskaafwerk.

## 24. LYSMASJIENE

'n Werkgewer moet—

- (1) die beitel van elke vertikale spilprofielermasjien, waar doenlik, voorsien van die doeltreffendste skerm, met inagneming van die aard van die werk wat verrig word;
- (2) vir werk wat nie met 'n doelmatige skerm vir die beitel gedoen kan word nie, die hout wat op 'n vertikale spilprofielermasjien geprofiel word, indien doenlik, hou in 'n setmaat of houder wat so gemaak is dat dit veiligheid verseker;
- (3) 'n skerp pen of stootstok beskikbaar hou vir gebruik by die bank van elke spilprofielermasjien.

## 25. TAPGATMASJIE

'n Werkgewer moet die ketting van elke tapgatmasjien voorsien van 'n skerm wat die beitels sover doenlik insluit.

## 26. SKUURMASJIE

'n Werkgewer moet elke—

- (1) tromskuurmasjien voorsien van doelmatige skerms wat so ingerig is dat dit die draaitrom geheel en al insluit behalwe daardie gedeelte wat nodig is vir die uitvoering van die werk;



(2) disc sanding machine to be provided with suitable guards which shall completely enclose the periphery and back of the sanding disc and that portion of the working face of the disc under the table;

(3) belt sanding machine to be provided with guards at the trap points where the sanding belt runs on to its pulleys and any section of the belt not used for sanding to be effectively enclosed.

## 27. GRINDING WHEELS

(1) An employer shall cause every power operated grinding machine to be marked in a conspicuous place with the speed or speeds in revolutions per minute of the spindle.

(2) No employer shall require or permit any person to and no person shall—

(a) fit a grinding wheel to a machine or operate or use such machine unless—

(i) in the case of grinding wheels with diameters of 100 mm or larger, the manufacturer's rated maximum speed in revolutions per minute is clearly and distinctly marked on the wheel and the speed of the machine spindle does not cause a peripheral speed of the wheel in excess of that corresponding to the manufacturer's rated safe maximum speed;

(ii) in the case of grinding wheels with diameters smaller than 100 mm, the speed of the machine spindle in revolutions per minute does not permit a peripheral speed of the wheel in excess of 30 m/s: Provided that if the manufacturer recommends a higher or a lower safe peripheral speed for the wheel, the speed of the spindle does not cause a peripheral speed of the wheel in excess of that corresponding to the manufacturer's recommended safe maximum speed;

(iii) in the case of mounted grinding wheels or points the speed of the spindle in revolutions per minute does not exceed the manufacturer's recommended safe maximum speed;

(b) use a grinding wheel which is damaged or which is not properly dressed.

(3) Every grinding wheel shall be mounted concentrically on the spindle by means of robust metal flanges having an outside diameter of not less than one third the diameter of the grinding wheel. Each flange shall bear upon the wheel by means of an annular peripheral bearing surface of adequate breadth and a layer of suitable compressible material shall be fitted between the flanges and the wheel. Grinding wheels for specialised application which cannot be fixed by flanges as envisaged above shall be so secured that displacement or rupture of the wheel in motion is eliminated as far as possible.

(4) Unless the nature of the work precludes its use, an employer shall provide every grinding wheel with a substantial guard which shall enclose the wheel as far as practicable and which shall be of sufficient strength to withstand the force of a rupturing wheel.

(5) Except in the case where the workpiece is not applied to the wheel by hand, an employer shall cause every grinding machine to be provided with a substantial, adjustable work rest which shall be securely fixed in position and which shall fit the contour of the grinding surface of the wheel. Work rests shall at all times be kept in position and adjusted to within 3 mm from the grinding surface of the wheel, unless the nature of any specific operation makes this impracticable.

(6) An employer shall provide every grinding machine with a transparent unbreakable shield which shall be kept so adjusted as to protect the worker's eyes. This shield may be omitted when every worker using the grinding wheel is issued individually with a suitable pair of goggles or a face shield.

(7) An employer shall cause a notice to be affixed in a conspicuous place at every grinding machine prohibiting persons from carrying out, inspecting or observing grinding work without suitable protection for the eyes.

## 28. PORTABLE ELECTRIC TOOLS

(1) No employer shall permit the use of and no person shall use a portable electric tool, the operating voltage of which exceeds 42 volts unless—

(a) it is connected to a source of electricity supply incorporating an earth leakage protection device of a type and construction approved by the Chief Inspector; or

(b) it is connected to the source of electricity supply through the interposition between each tool and the source of an individual double wound isolating transformer, the secondary winding of which is not earthed at any point and which is constructed in accordance with a code approved by the Chief Inspector; or

(c) it is connected to a source of high frequency electricity supply derived from a generator which is used solely for supplying power to such portable electric tool and which arrangement is approved by the Chief Inspector; or

(d) it is constructed with double insulation in accordance with a code approved by the Chief Inspector.

(2) skyfskuurmasjien voorsien van geskikte skermes wat die omtrek en rug van die skuurskyf en daardie gedeelte van die werkvlak van die skyf onder die tafel geheel en al insluit;

(3) bandskuurmasjien voorsien van skermes by die vangpunte waar die skuurband op sy katrolle op loop en enige deel van die band wat nie vir skuur gebruik word nie, doelmatig insluit.

## 27. SLYPWIELE

(1) 'n Werkgewer moet elke kragaangedrewe slypmasjien op 'n opvallende plek merk met die snelheid of snelhede van die spil in omwentelings per minuut.

(2) Geen werkgewer mag vereis of toelaat dat enige persoon, en geen persoon mag—

(a) 'n slypwiel aan 'n masjien aansit of sodanige masjien gebruik of bedien nie, tensy—

(i) in die geval van slypwiele met 'n diameter van 100 mm en groter, die vervaardiger se aangeslane maksimum snelheid in omwentelings per minuut duidelik en verstaanbaar op die slypwiel gemerk is en die snelheid van die spil van die masjien nie 'n omtreksnelheid van die slypwiel sal veroorsaak wat hoër is as die van die vervaardiger se ooreenstemmende aangeslane veilige maksimum snelheid nie;

(ii) in die geval van slypwiele met 'n diameter kleiner as 100 mm, die snelheid van die spil van die masjien in omwentelings per minuut nie 'n omtreksnelheid van die slypwiel toelaat wat 30 m/s oorskry nie: Met dien verstande dat indien die vervaardiger 'n hoër of laer veilige omtreksnelheid vir die slypwiel aanbeveel, die snelheid van die spil van die masjien nie 'n omtreksnelheid van die slypwiel veroorsaak wat hoër is as dié wat met die vervaardiger se aanbevole veilige maksimum snelheid ooreenstem nie;

(iii) in die geval van gemonteerde slypwiele of puntstypwiele, die snelheid van die spil in omwentelings per minuut nie die vervaardiger se aanbevole veilige maksimum snelheid oorskry nie;

(b) 'n slypwiel gebruik wat beskadig is of nie behoorlik voorberei is nie.

(3) Elke slypwiel moet konsentries op die spil gemonteer wees deur middel van stewige metaalfense met 'n buitendiameter van minstens een derde die diameter van die slypwiel. Elke flens moet teen die wiel druk met 'n ringvormige omtrekdraagvlak van voldoende breedte, en 'n laag geskikte saamdrukbare materiaal moet tussen die flense en die wiel aangebring wees. Slypwiele vir gespesialiseerde aanwending wat nie deur middel van flense soos beskryf, gemonteer kan word nie, moet so vasgesit word dat verskuiving of breek van die wiel terwyl dit loop, vir sover moontlik uitgeskakel word.

(4) Tensy die aard van die werk die gebruik daarvan belet, moet 'n werkgewer elke slypwiel voorsien van 'n sterk skerm wat die wiel vir sover doenlik insluit en wat sterk genoeg is om die trefkrag van 'n wiel wat breek, te weerstaan.

(5) Behalwe in die geval waar die werkstuk nie teen die wiel met die hand gehou word nie, moet 'n werkgewer elke slypwiel voorsien van 'n sterk, verstelbare werkruis wat stewig in posisie vasgesit moet word en wat in die ronding van die slypvak van die wiel moet pas. Werkruisse moet te alle tye in posisie gehou en verstel wees tot binne 3 mm van die slypvak van die wiel af, tensy die aard van enige bepaalde werksaamheid dit ondoenlik maak.

(6) 'n Werkgewer moet elke slypmasjien voorsien van 'n deursigtige onbreekbare skerm wat so gestel moet bly dat dit die werker se oë beskerm. Hierdie skerm mag weggelaat word wanneer elke werker wat die slypwiel gebruik, afsonderlik voorsien word van 'n geskikte skermbril of gesigskerm.

(7) 'n Werkgewer moet 'n kennisgewing in 'n opvallende plek by elke slypmasjien opplak wat persone wat nie geskikte beskerming vir die oë gebruik nie, belet om slypwerk uit te voer, te inspekteer of dop te hou.

## 28. VERPLAASBARE ELEKTRIESE GEREEDSKAP

(1) Geen werkgewer mag die gebruik van verplaasbare elektriese gereedskap waarvan die werkspanning 42 volt te bowe gaan, toelaat nie en niemand mag sodanige gereedskap gebruik nie, tensy—

(a) dit verbind is met 'n elektriese bron wat toegerus is met 'n beskermingstoestel teen aardlekstroom van 'n soort en konstruksie deur die Hoofinspekteur goedgekeur; of

(b) dit met die elektriese bron verbind is deur die tussenvoeging tussen elke stuk gereedskap en die bron, van 'n individuele dubbelgewikkelde isoleertransformator waarvan die sekondêre wikkeling nie op enige punt geaard is nie en wat vervaardig is ooreenkomstig 'n kode deur die Hoofinspekteur goedgekeur; of

(c) dit verbind is met 'n elektriese bron van hoër frekwensie verkry van 'n generator wat uitsluitlik gebruik word om krag aan sodanige verplaasbare elektriese gereedskap te verskaf, en sodanige reëling deur die Hoofinspekteur goedgekeur word; of

(d) dit vervaardig is met dubbele isolering ooreenkomstig 'n kode deur die Hoofinspekteur goedgekeur.

(2) No employer shall permit the use of and no person shall use a portable electric tool which has not been fitted with a switch to allow easy and safe starting and stopping of the tool.

## 29. PROTECTIVE CLOTHING AND APPLIANCES

- (1) An employer shall provide free of charge and maintain in good condition—
  - (a) adequate protective clothing and appliances including, where necessary, caps, goggles, gloves, leggings, footwear and protective ointment to any person working in the factory or where machinery is used, who is exposed to wet or dusty processes, to heat or to any poisonous, corrosive or other injurious substance which is liable to cause injury or disease to the person or which unduly damages clothing;
  - (b) suitable goggles or a face shield to any employee engaged in or who assists at an activity which may expose such employee to glare or to the danger of a foreign body injuring the eye;
  - (c) separate goggles for the sole use of each employee to whom such goggles must be supplied in terms of paragraphs (a) and (b) of this subclause;
  - (d) separate protective appliances, other than goggles, and articles of clothing for the sole use of each employee to whom such articles must be supplied in terms of paragraph (a) of this subclause unless precautions are taken by the employer to the satisfaction of an inspector to ensure that the common use of such articles shall not be a possible means of spreading infectious or contagious disease among the employees using them;
  - (e) a cap, net, or turban which will confine the hair of each female employee working in or whose duties take her to a room or place where machinery is in motion. Each female employee to whom a cap, net or turban has been supplied shall wear it so as to cover the head and confine the hair.
- (2) No protective clothing provided in terms of this clause shall be removed from the factory, except on the authority of the employer for the purpose of cleaning or repair.
- (3) An employer shall provide persons who work where floors are made of metal, stone, concrete or other similar substance with suitable insulating material underfoot, free of charge and maintain such insulating material in good condition.

## 30. DEFINITIONS

For the purposes 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).

(2) Geen werkgewer mag die gebruik van verplaasbare elektriese gereedskap toelaat wat nie toegerus is met 'n skakelaar wat dit moontlik maak om die gereedskap maklik en veilig aan die gang te sit en af te sluit nie, en niemand mag sodanige gereedskap gebruik nie.

## 29. BESKERMENDE KLERE EN TOESTELLE

- (1) 'n Werkgewer moet ondervermelde kosteloos verskaf en in goeie orde hou:
  - (a) Toereikende beskermende klere en toestelle, met inbegrip van, indien nodig, pette, stofbrille, handskoene, kamaste, skoeisel en beskermende salf, aan enige persoon wat in die fabriek werk of waar masjinerie gebruik word, wat blootgestel is aan nat of stowwerige prosesse, aan hitte of aan enige giftige, invretende of ander skadelike stof wat vir 'n persoon skade kan berokken of siekte kan meebring of wat klere oormatig kan beskadig;
  - (b) toereikende stofbrille of 'n gesigskerm aan enige werknemer wat werk verrig in of behulpsaam is by enige bedrywigheid wat sodanige werknemer kan blootstel aan flikkering of die gevaar dat die oog deur 'n vreemde voorwerp beseer mag word;
  - (c) afsonderlike stofbrille vir die alleengebruik van elke werknemer aan wie sodanige stofbrille ingevolge paragrawe (a) en (b) van hierdie subklousule verskaf moet word;
  - (d) afsonderlike beskermende toestelle, behalwe stofbrille, en kledingstukke vir die alleengebruik van elke werknemer aan wie sodanige artikels ingevolge paragraaf (a) van hierdie subklousule verskaf moet word, behalwe as 'n werkgewer tot tevredenheid van 'n inspekteur voorsorgmaatreëls tref om te verseker dat die gemeenskaplike gebruik van sulke artikels geen moontlike bron van verspreiding van aansteeklike of besmetlike siektes sal wees onder die werknemers wat dit gebruik nie;
  - (e) 'n pet, net of tulband wat die hare van 'n vroulike werknemer insluit wat in 'n kamer of plek werk waar masjinerie in beweging is of as haar pligte haar daarheen voer. Elke vroulike werknemer aan wie 'n pet, net of tulband verskaf is, moet dit so dra dat dit haar kop bedek en haar hare insluit.
- (2) Geen beskermende klere wat ingevolge hierdie klousule verskaf is, mag van die fabriek verwyder word nie, behalwe met die magtiging van 'n werkgewer vir die doel om dit skoon te maak of te herstel.
- (3) 'n Werkgewer moet aan persone wat werk verrig waar vloere uit metaal, klip, beton of ander soortgelyke stof gemaak is, geskikte isolerende materiaal onder die voete kosteloos verskaf en sodanige isolerende materiaal in goeie toestand hou.

## 30. WOORDOMSKRYWING

Vir die toepassing van hierdie Aanhangsel beteken—

- (1) „Hoofinspekteur” die inspekteur wat die pos beklee van Hoofinspekteur van Fabriek, ingestel by Goewermentskennisgewing 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 geag word aangestel te wees.



R.814]

[25 April 1980

FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941

BUILDING INDUSTRY, DURBAN

I, STEPHANUS PETRUS BOTHA, Minister of Manpower  
Utilisation—

- (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.813 of 25 April 1980, to be on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and
- (b) hereby, in terms of section 54 (1) of the said Act and with effect from 28 April 1980 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 sick pay in terms of the said Agreement.

S. P. BOTHA  
Minister of Manpower Utilisation

R.815]

[25 April 1980

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, DURBAN

CANCELLATION OF GOVERNMENT NOTICES

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R.778 of 12 April 1979 and R.1358 of 22 June 1979 with effect from 28 April 1980.

S. P. BOTHA  
Minister of Manpower Utilisation

R.814]

[25 April 1980

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941

BOUNYWERHEID, DURBAN

Ek, STEPHANUS PETRUS BOTHA, Minister van Manne-  
kragbenutting—

- (a) verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bounywerheid, gepubliseer by Goewermentskennisgewing R.813 van 25 April 1980, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en
- (b) stel hierby, kragtens artikel 54 (1) van genoemde Wet en met ingang van 28 April 1980 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 ingevolge genoemde ooreenkoms op siektebystand geregtig is.

S. P. BOTHA  
Minister van Mannekragbenutting

R.815]

[25 April 1980

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, DURBAN

INTREKKING VAN  
GOEWERMENTSKENNISGEWINGS

Ek, STEPHANUS PETRUS BOTHA, Minister van Manne-  
kragbenutting, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R.778 van 12 April 1979 en R.1358 van 22 Junie 1979 in met ingang van 28 April 1980.

S. P. BOTHA  
Minister van Mannekragbenutting

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