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DEPARTEMENT VAN MANNEKRAG

No. R. 2803

23 Desember 1983

WET OP ARBEIDSVERHOUDINGE, 1956

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KIMBERLEY.—HOOFDOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1984 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(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, 46, 49 en 50 van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1984 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID, KIMBERLEY OOREENKOMS

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

Kimberley Master Builders' and Allied Trades Association

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

Amalgamated Union of Building Trade Workers of South Africa

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

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

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 2803

23 December 1983

LABOUR RELATIONS ACT, 1956

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY.—MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1984, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; and

(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, 46, 49 and 50 of Part I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 October 1984, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY, KIMBERLEY AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Kimberley Master Builders' and Allied Trades Association

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

Amalgamated Union of Building Trade Workers of South Africa

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

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

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DEEL I

A. ADMINISTRATIEF EN ALGEMEEN

1. TOEPASSINGSBESTEK

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

(a) deur die werkgewers en die werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is;

(b) in 'n gebied begrens deur en ingesluit binne 'n straal van 15 kilometer vanaf die Hoofposkantoor, Kimberley, maar uitgesonderd daardie gedeeltes van die provinsie die Oranje-Vrystaat wat binne genoemde straal van 15 kilometer val.

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

(a) op vakleerlinge van toepassing slegs vir sover dit nie met die Wet op Mannekragopleiding, 1981, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(b) op kwekelinge wat opgelei word ooreenkomstig die Wet op Mannekragopleiding, 1981, van toepassing slegs vir sover dit nie met daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

(c) van toepassing op slegs-arbeid kontrakteurs, werkende vennote en werkende direkteurs, prinsipale en aannemers.

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

(a) nie van toepassing op klerke en administratiewe personeel nie;

(b) nie van toepassing nie op universiteitstudente en gegradueerdes in die bouwetenskap en konstruksietoetsighouers, konstruksieopmeters en ander persone wat besig is met praktiese werk ter voltooiing van hul akademiese opleiding.

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PART I

A. ADMINISTRATIVE AND GENERAL

1. SCOPE OF APPLICATION

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

(a) by the employers and the employees who are members of the employers' organisation and the trade union, respectively;

(b) in an area bounded by and included in a radius of 15 kilometres from the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State which fall within the said radius of 15 kilometres.

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

(a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder;

(b) trainees under the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder;

(c) labour-only contractors, working partners and working directors, principals and contractors.

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

(a) not apply to clerical employees and administrative staff;

(b) not apply to university students and graduates in building science and construction supervisors, construction surveyors and other persons doing practical work in the completion of their academic training;

2. GELDIGHEIDSDUUR

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

3. WOORDOMSKRYWING

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

- (1) "Wet" die Wet op Arbeidsverhoudinge, 1956;
- (2) "agent" 'n persoon wat ooreenkomstig klousule 7 hiervan en artikel 62 (7) van die Wet op Arbeidsverhoudinge, 1956, deur die Raad aangestel is;
- (3) "vakleerling" 'n werknemer wat diens doen ingevolge 'n skrifte-lyke leerlingskontrak wat ooreenkomstig die Wet op Mannekragopleiding, 1981, geregistreer is, en ook 'n minderjarige wat ingevolge daardie Wet op proef in 'n aangewese bedryf in diens geneem is;
- (4) "ambagsman" iemand wat as sodanig geregistreer is ingevolge klousule 12 van Deel I van hierdie Ooreenkoms en wat as sodanig geskoolde werk, soos omskryf, mag verrig;
- (5) "ambagsman se assistent" 'n leerlingambagsman wat nie geslaag het in die voorgeskrewe derdejaartoets om as geskoolde werknemer te kwalifiseer nie en wat by die Raad as ambagsman se assistent geregistreer is en wat toegelaat word om geskoolde werk, soos omskryf, onder deurlopende toesig van 'n vakman te verrig;
- (6) "blok" 'n bouwerkeenhed met 'n volume groter as 0,006 kubieke meter bereken op die buitemat van die bouwerkeenhed;
- (7) "bloklêer" 'n werknemer wat as sodanig geregistreer is ooreenkomstig klousule 11 (2) (c) en wat blokke, soos omskryf, in mastik of dagha lê, maar nie deurkose en vensterrame afmerk, dit waterpas maak of in posisie plaas en profielplanke of setmate opstel nie;
- (8) "Bouwyerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is met die doel om geboue en bouwerke op te rig, te voltooi, op te knap, te herstel, in stand te hou of te verbou en/of om artikels te maak vir gebruik by die oprigting, voltooiing of verbouing van geboue en/of bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit alle werk wat verrig word deur persone wat in genoemde Nywerheid betrokke is by ondergenoemde ambagte of ondervervdelings daarvan:
 - (a) *Asfaltwerk*, wat die volgende insluit: 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 nie-geglasuurde oppervlakke, of nie, en afgesien daarvan of teer, macadam, neuchatel, limmer of 'n ander tipe soliede of half-soliede asfalt, mastik of emulsie-asfalt of bitumen wat of warm of koud op sodanige dak, vloer, kelder of fondament aangebring word, gebruik word of nie;
 - (b) *messelwerk*, wat die volgende insluit: Betonwerk en die aanbring van betonblokke, -blaaie of -plate, die aanbring van teëls aan mure en vloere, voegwerk aan steenwerk, voegstryking, plaveiwerk, mosaiekwerk, voorwerk met leiklip, met marmer en met komposiemateriaal, leiklipwerk, pandekking en sementkalfaatwerk aan erdepypriole;
 - (c) *lakpolitoerwerk*, wat polierwerk met 'n kwas of kussinkie en bepuiting met 'n komposiesstof insluit;
 - (d) *beglasing*, wat die volgende insluit: Die sny en/of aanbring van alle soorte glas of dergelike materiaal in spinnings in hout- of metaaldeure, -vensters, -rame of dergelike vaste toebehore, en alle werksaamhede wat daarmee in verband staan;
 - (e) *skrynwerk*, wat die volgende insluit: Die aanbring van alle hout-toebehore en die vervaardiging van alle skrynwerkartikels wat met sodanige toebehore in verband staan, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie, en wat ook rakkaste, kombuiske of ander kombuis-toebehore insluit wat as 'n permanente deel van die gebou aangebring word;
 - (f) *ruit-in-lood-werk*, wat die volgende insluit: Die vervaardiging en/of aanbring van ruite in lood en/of ander metaal en van reklameborde (uitgesonderd die elektriese toebehore wat daarmee in verband staan) en die beglasing wat daarop betrekking het;
 - (g) *klipmesselwerk*, wat die volgende insluit: Klipkap- en klipbouwerk (ook die kap van klippe vir en die bou van sier- en monumentklipwerk), betonwerk en die aanbring of bou van vooraf gegiete of kunsklip of kunsmarmer, plaveiwerk, mosaiekwerk, voegstryking, muur- en vloerteëlwerk, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en ander klipwerkmasjinerie, uitgesonderd klippoleermasjinerie, en die skerpmaak van klipwerkgereedskap, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie;

2. PERIOD OF OPERATION

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

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations Act, 1956, shall have the same meaning as in the Act, and any reference to an Act shall include any amendment of such Act; further, unless inconsistent with the context—

- (1) "Act" means the Labour Relations Act, 1956;
- (2) "agent" means a person appointed by the Council in terms of the provisions of clause 7 hereof, and section 62 (7) of the Labour Relations Act, 1956;
- (3) "apprentice" means an employee serving under a written contract of apprenticeship registered in terms of the Manpower Training Act, 1981, and includes a minor employed on probation in a designated trade under that Act;
- (4) "artisan" means any person registered as such in terms of clause 12 of Part I of this Agreement and who is permitted to perform skilled work, as defined;
- (5) "artisan's assistant" means a learner artisan who has failed the prescribed third-year test to qualify as a skilled employee and who is registered as an artisan's assistant with the Council and who is permitted to perform skilled work, as defined, under the constant supervision of a craftsman;
- (6) "block" means any building work unit with a volume bigger than 0,006 cubic metre calculated on the outside measurements of the building work unit;
- (7) "block layer" means an employee who is registered as such in accordance with the provisions of clause 11 (2) (c) and who lays blocks, as defined, in mastic or dagha, but excluding setting out, taking levels, placing in position of doorjambes and window frames and setting up of profiles or jigs;
- (8) "Building Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which employers and employees are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings and structures and/or the making of articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared, or the necessary articles are made on the site of the building 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:
 - (a) *Asphalting*, which includes covering floors, flat and/or sloping roofs, water proofing or damp proofing of basements or foundations, whether or not with prepared roll roofing or asphalt sheeting having glazed or unglazed surfaces, whether or not using tar, macadam, neuchatel, limmer or any other type of solid or semi-solid asphalt, mastic or emulsified asphalts or bitumens, applied either hot or cold to such roofs, floors or basements or foundations;
 - (b) *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, slating, roof tiling and cement caulking of earthenware drains;
 - (c) *french polishing*, which includes polishing with a brush or pad and spraying with any composition;
 - (d) *glazing*, which includes the cutting and/or fixing of all kinds of glass or other like products into rebates formed in wood or metal doors, windows, frames or like fixtures and all operations incidental thereto;
 - (e) *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 part thereof;
 - (f) *lead-light making*, which includes the manufacture and/or fixing of lead and/or other metal lights and display signs (excluding electrical fittings incidental thereto), and the glazing relating thereto;
 - (g) *masonry*, which includes stone cutting and building (also the cutting and building of ornamental and monumental stone work), 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;

(h) *metaalwerk*, wat die volgende insluit: Die aanbring van staalplafonne, metaalvensters, metaaldeure, sierrmetaalwerk, metaalrame en metaaltrappe en boumetaalwerk, die vervaardiging en/of aanbring van getrokke metaal en plaat- en uitgedrukte metaal, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie;

(i) *verfwerk*, wat die volgende insluit: Versierwerk, muurplakwerk, distemperwerk, afwit- en kleurkalkwerk, beitswerk, verniswerk, vlamskilderwerk en marmering en bespuiting, spuitverfwerk, letterskilderwerk en muurversiering, die gebruik van teer en die produkte daarvan, asook skuurwerk en alle werk ter voorbereiding vir die werksaamhede soos voormoem, die afskuur van mure en houtwerk, die opvul van barste in mure en die aanbring van stopverf in houtwerk;

(j) *pleisterwerk*, wat die volgende insluit: Boetseerwerk, modelleerwerk, die maak van vorms, die aanbring van voorwerk in vorms vir stortels, die maak en aanbring van pleisterbordplafonne en vesel- of ander komposisiepleister, granolitiese, terrasso- en komposisievloerwerk, komposisiemuurbedekking en die poleerwerk daaraan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny- en afwerkmasjinerie, muur- en vloerteëlwerk, playei- en mosaïekwerk, metaallatwerk, akoestiekspuitwerk en alle prosesse wat in verband staan met die voltooiing van plafonne en mure, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie;

(k) *loodgieterswerk*, wat die volgende insluit: Sweissoldeerwerk en sweiswerk, loodlaswerk, gasaanlegwerk, sanitêre en huisingenieurswerk, rioolaanlegwerk, kalfaatwerk, ventileerwerk, verwarmingswerk, die aanlê van warm en koue water, die installering van brandsproeiërs en die vervaardiging en aanbring van allerlei soorte plaatmetaalwerk, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het die aanbringwerk in die gebou of bouwerk doen of nie;

(l) *winkel-, kantoor- en bankuitrustingswerk*, wat die volgende insluit: Die vervaardiging en/of aanbring van winkelfronte, vensterafskortings, uitstaltaste, toonbankskerm en binnenshuise los en vaste toebehore;

(m) *staalwapening en/of staalkonstruksie*, wat die volgende insluit: Die aanbring van alle soorte staal- of ander metaalsuile, dwarsleërs, staalbalke, plaatmetaal of metaal in watter vorm ook al vorm wat deel uitmaak van 'n gebou of bouwerk;

(n) *houtwerk*, wat die volgende insluit: Timmerwerk, fineerpaneelwerk en die polering en skuur daarvan, houtwerk, masjinerie, draaiwerk, houtsnijwerk, die bedekking van alle soorte dakke, die aanbring van klank- en akoestiek materiaal, kurk- en asbesisolasië, houtlatwerk, komposisieplafonne en -muurbedekking, die boor van gate en die aanbring van proppe in mure, die bedekking van houtwerk met metaal, blokkies- en ander vloerwerk wat matinstallering insluit, met inbegrip van hout, linoleum, rubberkomposisie, asfaltiese vloerbedekking van kurk, met inbegrip van die afskuur daarvan, die bediening van 'n Mall en Biax- of dergelike tipe verplaasbare spinner, buigsame sny-, afwerk- en poleermasjinerie, bekisting en/of die bereiding van vorms vir beton, afgesien daarvan of die persoon wat sodanige artikel vervaardig of berei het, die aanbringwerk in die gebou of bouwerk doen of nie: Met dien verstande egter dat as linoleum of matte gelê word deur die verskaffer daarvan, wie se vernaamste besigheid in die Kommersiële Distribusiebedryf is, dit uitgesluit moet 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;

(9) "matinstalleerders" 'n werknemer wat as sodanig geregistreer is ooreenkomstig klousule 11 (2) (c) en wat onder toesig van 'n ambagsman (matinstalleerder) enigene of meer van die volgende werksaamhede verrig:

(a) Alle soorte matmuurbedekkings vassit, uitgesonderd die meet daarvan, panele insit, merk en afmerk;

(b) alle soorte matstof lê en/of vassit en/of installeer en/of span, uitgesonderd die merk en afmerk daarvan;

(10) "plafon- en afskortingswerker" 'n werknemer wat as sodanig geregistreer is ooreenkomstig klousule 11 (3) (b) en wat onder toesig van 'n ambagsman (plafon- en afskortingsoprigter) enigene of meer van die volgende werksaamhede verrig:

(a) Alle werksaamhede in verband met die vassit van metaalafskortingsroosters, maar nie die loodreg- en waterpasmaak daarvan nie;

(b) alle werksaamhede in verband met die hang van metaalplafonroosters, maar nie die waterpasmaak daarvan nie;

(c) droëmuurband en voegmengsel aanwend;

(d) help met die installering van afskortingspanele of -stroke;

(e) plafonpanele sny en aan metaalroosterstelsels vassit;

(f) droëmuurstroke vassit;

(g) afskortingspanele vassit;

(h) voorafgesnyde glas vassit;

(i) vloerlyste, ruitkraallyste en dekstroke vassit;

(j) 'n druklugspykermasjien bedien;

(k) 'n sproeispuut bedien om lym of 'n pleistermengsel aan te bring;

(l) haaks saag met 'n aluminiumafsnysaag;

(m) 'n boormasjien gebruik;

(n) 'n droëmuurskroewedraaier gebruik;

(h) *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, the manufacture and/or fixing of drawn metal 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;

(i) *painting*, which includes decorating, paper-hanging, distempering, lime and colour washing, staining, varnishing, graining and marbling and spraying, spray painting, signwriting and wall decorating, the use of tar and its products, and shall include sandpapering and all work preparatory to the operations aforementioned, sandpapering of walls and woodwork, filling cracks in walls and puttying of woodwork;

(j) *plastering*, which includes modelling, model making, mould making, facing of casts to moulds, making and fixing plaster board ceilings and fibrous plaster or other compositions, granolithic, terrazzo, and composition floorlaying, composition wall covering and polishing, operating a Mall and Biax or similar type of portable spinner, flexible cutting and finishing machinery, 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 article used;

(k) *plumbing*, which includes brazing and welding, lead burning, gas fitting, sanitary and domestic engineering, drainlaying, caulking, ventilating, heating, hot and cold water fitting, fire sprinkler 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;

(l) *shop, office and bank fittings*, which includes the manufacture and/or fixing of shop fronts, window enclosures, show cases, counter screens and interior fittings and fixtures;

(m) *steel reinforcing and/or steel construction*, which includes the fixing of all classes of steel or other metal columns, girders, steel joists, sheeting or metal in any form which form part of a building or structure;

(n) *woodworking*, which includes carpentry, veneer panelling, and polishing and sandpapering of same, woodworking, machining, turning, carving, the cladding of all types of roofs, fixing of sound and acoustic material, cork and asbestos insulation, woodlathing, composition ceiling and wall covering, drilling and plugging of walls, covering of woodwork with metal, block and other flooring which includes carpet fitting, including wood, linoleum, rubber composition, asphalt based floor coverings or cork, including the sandpapering of same, operating a Mall and Biax or similar type of portable spinner, flexible cutting, finishing and polishing machinery, 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 or carpets 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;

(9) "carpet fitter" means an employee who is registered as such in accordance with the provisions of clause 11 (2) (c) and who is engaged under the supervision of an artisan (carpet fitter) on any one or more of the following:

(a) Fixing of all types of carpet wall coverings, excluding gauging, panelling, marking out and setting out;

(b) laying and or/fixing and/or fitting and/or stretching of all types of carpeting, excluding marking out and setting out;

(10) "ceiling and partition worker" means an employee who is registered as such in accordance with the provisions of clause 11 (3) (b) and who is engaged under the supervision of an artisan (ceiling and partition erector) on any one or more of the following:

(a) All operations connected with the fixing of metal partition grids, excluding plumbing and levelling;

(b) all operations connected with the suspension of metal ceiling grids, excluding levelling;

(c) applying dry-wall tape and jointing compound;

(d) assisting in the fitting of partition panels or sheets;

(e) cutting and fitting of ceiling panels to metal grid systems;

(f) fitting dry-wall sheets;

(g) fitting partition panels;

(h) fitting pre-cut glass;

(i) fitting skirting, glazing beads and cover strips;

(j) operating a compressed air nailing machine;

(k) operating a spray gun to apply glue or plaster mix;

(l) square cutting, using an aluminium cut-off saw;

(m) using a drilling machine;

(n) using a dry-wall screwdriver;

(11) "deurlopende toesig" dat die persoon wat vir sodanige toesig verantwoordelik is, binne so 'n afstand moet wees van die werk waarvoor daar toesig gehou moet word dat hy redelikerwys alles kan sien wat aangaan en toesig daarvoor kan hou;

(12) "Raad" die Nywerheidsraad vir die Bounywerheid, Kimberley, wat geag word ingevolge artikel 19 van die Wet geregistreer te wees;

(13) "vakman" iemand wat as sodanig geregistreer is ingevolge klousule 12 van Deel I van hierdie Ooreenkoms en wat as sodanig geskoolde werk, soos omskryf, mag verrig;

(14) "drywer" 'n werknemer wat 'n motorvoertuig dryf, en vir die doel van hierdie omskrywing sluit "n motorvoertuig dryf" in elke tydperk waartydens daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag, en elke tydperk waartydens hy verplig is om op sy pos te bly, gereed om te dryf;

(15) "noodwerk" werk wat nie redelikerwys verrig kan word gedurende die ure in klousule 23, voorgeskryf of in ooreenstemming daarmee bepaal kan word nie;

(16) "noodsaaklike dienste" alle werk wat noodsaaklik verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voortsetting van 'n ander nywerheid, besigheid of onderneming te verseker;

(17) "ekstra swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 16 000 kg is;

(18) "vloerleër" 'n werknemer wat as sodanig geregistreer is ooreenkomstig klousule 11 (2) (c) en wat onder toesig van 'n ambagsman (vloerleër) enigene of meer van die volgende werksaamhede verrig:

(a) Alle soorte vloer- of muurbedekkings (uitgesonderd matstof) vas-sit, uitgesonderd die meet daarvan, panele insit, merk en afmerk;

(b) alle soorte vloere lê en vassit, uitgesonderd houtstrookvloere en merk en afmerk;

(19) "algemene werker" 'n werknemer wat onder toesig enigene of meer van die volgende werksaamhede verrig:

(a) *Asfaltwerk:*

(1) 'n Kleeflaag aanbring ter voorbereiding vir die aanbring van 'n afwerklaag van mastikasfalt op alle vertikale en skuins oppervlakke;

(2) bitumastikbehandeling van alle oppervlakke;

(3) asfaltmacadam meng, materiaal op lêterrein stort en plaas en dit met handrollers uitrol;

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

(b) *messelwerk:*

(1) Vloeibare verhelderingsmiddel aan steenmesselwerk, leiklip of soortgelyke materiaal aanwend;

(2) teer of soortgelyke produkte op alle oppervlakke aanwend;

(3) bakstene of soortgelyke materiaal sny;

(4) voglae sny en in posisie plaas;

(5) in- en -uittandings vir steenwerkverband sny;

(6) voë tussen steenwerk en betonbalke opvul;

(7) voglaagstroke aan die kante van staal- en houtrame vassit;

(8) kloue aan staalvensters en -deurkosyne vassit;

(9) voë tussen stene en vloerteëls met bry vul en dit skoonmaak;

(10) alle soorte steenmesselwerk voeg- en aanstryk;

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

(12) stene afwas;

(c) *matte lê, onder toesig van 'n ambagsman (matleër):*

(1) Matinstalleerders help om matte te lê;

(2) kleefstowwe meng, aanwend en spreid voordat alle soorte matstof vasgesit word;

(3) reguitsnywerk;

(4) rollers of ander toestelle gebruik om matmateriaal vas te bed nadat dit ingesit, gelê of gepas is;

(d) *plafon- en afskortingsoprigting:*

(1) Metaalplafonkomponente monteer en hanteer;

(2) gate boor;

(3) steierwerk oprig;

(4) alle soorte verankerklamme aan plafonpanele vassit;

(5) staalveerklamme aan aluminiumdekstroke vasheg;

(6) stutte aan plafonpanele vasheg;

(7) vinielstroke vaslym en aan afskortingspanele plak;

(8) materiaal hanteer;

(9) glasvesel lê;

(11) "constant supervision" means that the person providing such supervision remains within such a distance of the work to be supervised that all details of the work can reasonably be observed and supervised;

(12) "Council" means the Industrial Council for the Building Industry, Kimberley, deemed to have been registered in terms of section 19 of the Act;

(13) "craftsman" means any person registered as such in terms of clause 12 of part I of this Agreement and who is permitted to perform skilled work, as defined;

(14) "driver" means an employee who is engaged in driving a motor vehicle, and for the purposes of this definition, "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;

(15) "emergency work" means such work as cannot reasonably be performed during the hours prescribed in or as may be laid down in accordance with clause 23;

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

(17) "extra heavy motor vehicle" means a motor vehicle, the gross vehicle mass or gross combination mass of which exceeds 16 000 kg;

(18) "floor layer" means an employee who is registered as such in accordance with the provisions of clause 11 (2) (c) and who is engaged under the supervision of an artisan flooring on any one or more of the following:

(a) Fixing of all types of floor or wall coverings (excluding carpeting), excluding gauging, panelling, marking out and setting out;

(b) laying and fixing of all types of floors, excluding wooden strip flooring and marking out and setting out;

(19) "general worker" means an employee engaged under supervision on any one or more of the following:

(a) *Asphalting:*

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

(2) bitumastic treatment to all surfaces;

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

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

(b) *bricklaying:*

(1) Applying any liquid reviver to brickwork, slasto or similar material;

(2) applying tar or similar products to all surfaces;

(3) cutting brick or similar materials;

(4) cutting dampcourse and placing in position;

(5) cutting of toothings and indents for bonding brickwork;

(6) filling in joints between joint and concrete beam;

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

(8) fixing lugs to steel windows and door frames;

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

(10) jointing and pointing of all brickwork;

(11) priming surfaces with bitumastic or waterproofing solutions;

(12) washing down bricks;

(c) *carpet laying, under the supervision of an artisan (carpet layer):*

(1) Assisting carpet fitters and carpet fixers in all carpet fitting operations;

(2) mixing, applying and spreading adhesives preparatory to the fitting of all types of carpeting;

(3) straightcutting;

(4) using rollers or other appliances for the purpose of bedding down carpeting materials after setting, laying or fitting;

(d) *ceiling and partition erection:*

(1) Assembling and handling of metal ceiling components;

(2) drilling of holes;

(3) erection of scaffolding;

(4) fitting of all forms of hold-down clips to ceiling panels;

(5) fixing of steel spring clips to aluminium covering strips;

(6) fixing of supports to ceiling panels;

(7) gluing and applying vinyl sheeting to partition panels;

(8) handling materials;

(9) laying fibreglass;

(10) gefineerde of gewone of vianied-vynalastbeklede panele van spaanderbord, gips of asbessement in posisie plaas en die werende dekstroke op hul plekke vasdruk;

(11) plofklinael-toestelle en gespesialiseerde plafon- en/of afkortingsgereedskap gebruik;

(e) *betonwerk*:

(1) Beton afstryk;

(2) beton lê, gelykmaak en afvlak en 'n betontriller bedien, onder toesig;

(3) beton met die hand meng;

(4) 'n beton- of daghamenger of dergelike masjien bedien;

(5) materiaal met grawe in dagha- of betonmengmasjiene ingooi of daaruit verwyder;

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

(f) *vloer- en muurbedekking*, onder toesig van 'n ambagsman (vloerlêr):

(1) Ambagsmanne (vloerlêrs) en vloerlêrs help in verband met alle vloerlêrwerkzaamhede;

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

(3) reguitsnywerk;

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

(g) *lakpolitoerwerk*:

Geskoolde werknemers help deur die draad van houtoppervlakke te vul voordat sodanige houtoppervlakke met 'n lap gepoleer word:

(h) *beglasing*:

(1) Agterstopverf vir beruiging aanbring en oortollige stopverf daarvan verwyder;

(2) glas skoonmaak nadat ruite ingesit is;

(3) voltooië rame skoonmaak ter voorbereiding vir stopverf;

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

(i) *metaalwerk*:

(1) Metaal met 'n masjien buig en/of fatsoeneer;

(2) metaal met 'n krag- of handmasjien boor of pons;

(3) 'n kragaangedrewe slypmasjien bedien en/of handvylwerk verrig;

(j) *verfwerk*:

(1) Karbolineum aanbring;

(2) chemiese kleefstowwe met 'n verfkwas aan sinkdakke aanbring;

(3) dekoratiewe bitumastik aan rioolpype aanbring;

(4) verf aan dakke aanbring;

(5) korrosiewerende verf aan boustaal en tenks aanbring;

(6) teak of ander harde houtsoorte skoonmaak deur oplosmiddels en staalwol te gebruik;

(7) spykerkoppe in plafonne toelak of verf;

(8) afwitting;

(9) grondverflaag aan ongeverfde staallêrs aanbring;

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

(11) preserveerverf op alle bouersuïtrusting aanbring;

(12) los en geskilferde verf van geute, geutpype of ander oppervlakke verwyder wanneer 'n blaaslamp of verfoplosmiddel gebruik word.

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

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

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

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

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

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

(19) geute en geutpype behandel met 'n vloestof wat gegalaniseerde oppervlakke oksideer, voordat hulle geverf word;

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

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

(10) 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;

(11) using pop riveters and specialised ceiling and/or partition tools;

(e) *concrete work*:

(1) Floating of concrete;

(2) laying, levelling and screening of concrete and operating a concrete vibrator, under supervision;

(3) mixing concrete by hand;

(4) operating a concrete or mortar mixer or any similar machine;

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

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

(f) *floor and wall covering*, under the supervision of an artisan (flooring):

(1) Assisting artisans (flooring) and floor layers in all floor-laying operations;

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

(3) straightcutting;

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

(g) *french polishing*:

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

(h) *glazing*:

(1) Applying back putty for glazing and cleaning off excess tags therefrom;

(2) cleaning off glass after glazing;

(3) cleaning completed frames in preparation for puttying;

(4) kneading of putty to correct consistency;

(i) *metal work*:

(1) Bending and/or body-forming of metal by machine;

(2) drilling or punching metal by power or hand machines;

(3) operating a power-driven grinding machine and/or filing by hand;

(j) *painting*:

(1) Application of carbolineum;

(2) application of chemical adhesives to corrugated iron roofs by means of a paint brush;

(3) application of decorative bitumastic to sewerage pipes;

(4) application of paint to roofs;

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

(6) cleaning down teak or other hard woods by using solvents and steel wool;

(7) knotting or painting of nailheads on ceilings;

(8) limewashing;

(9) painting of unpainted steel girders with a primer paint;

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

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

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

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

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

(15) sandpapering between coats;

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

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

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

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

(20) 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;

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

(k) pleisterwerk:

- (1) Saksmeerwerk aan mure en plafonne;
- (2) alle oppervlakke met sement afwit;
- (3) gate of duike in die voorvlak van afgewerkte artikels met 'n sementmengsel opvul en die voorvlak met 'n stuk sak afvryf;
- (4) gietvorms met 'n voorwerkmengsel en betonmengsel vul deur 'n graaf te gebruik;
- (5) 'n roteermasjien met soliede skywe vir die afvlakking van sement- of granolietvloere bedien wanneer sodanige masjien gebruik word voordat verdere afwerking plaasvind;
- (6) voë tussen stene uitkrap en oppervlakke vir pleisterwerk gereed maak;
- (7) gietvorms opstel, bekisting afbreek en vorms van gietstukke verwyder;
- (8) oppervlakke flodder voordat dit gepleister word;
- (9) voë van vorms met gips toestop;
- (10) gietstels in gietvorms vasstamp en gietvorms vul;
- (l) loodgieterswerk en rioolaanlegwerk:*
 - (1) Kalfaterwerk aan lasplekke in rioolpype;
 - (2) pype en staaltawe, uitgesonderd dié wat van koper gemaak is, onder toesig met die hand of 'n masjien sny, vasskroef, buig en skroefdraad daarin sny;
- (m) winkelskrynwark en winkel-, kantoor- en bankuitrustingswerk:*
 - (1) Afdiglae aan skrynwark aanbring;
 - (2) geskoolde werknemers help met die aanbring van warm lym aan tappe of houtoppervlakke voordat dit geklamp of geperst word;
 - (3) voorwerk in die fabriek/werkwinkel aan panele of rame vaslym en/of vasheg;
 - (4) outomatiese of handperse bedien;
 - (5) eierkratwerk, binnerondings of akoestiese materiaal in die fabriek/werkwinkel in posisie plaas en vasheg in holtes wat deur rame gevorm word;
 - (6) vensters of deurskyne van staal of hout in paneelopenings in die fabriek/werkwinkel in posisie plaas en vasheg;
- (n) terreinskrynwark en timmerwerk:*
 - Kurk en ander isoleermateriaal vasheg;
- (o) staalkonstruksie en staalwapening:*
 - (1) Staalwapeningsmateriaal met draad bind of vasbind, en sodanige materiaal sny, buig, monteer, oprig en vassit;
 - (2) staalbekisting en -pilare oprig maar sonder om dit in lyn te bring en langs en dwarswaterpas te maak;
 - (3) staal hys en in posisie plaas;
- (p) klipmesselwerk:*
 - (1) Hangsae bedien, help om klippe reg te sit en saaglemme aan te bring met die doel om met hangsae en poleermasjinerie te werk, en/of met slypsteenmasjinerie werk;
 - (2) voë met bry vul en die agterkant van klipwerk opvul nadat dit geleë is;
 - (3) hangsae, klippoleermasjinerie en kompressors vir klipwerk bedien;
 - (4) voë en agterkante van klip met 'n waterdigte mengsel verf;
 - (5) met 'n klopboor werk of 'n hamer en pons gebruik om klip te splits of tapgate te boor;
- (q) boutimmerwerk, dakbedekking en steieroprigting:*
 - (1) Rubberlym met 'n koolborsel aan sementteëls of dakke aanbring;
 - (2) geskoolde werknemers help om staalstutte in posisie te plaas, aan die draers vas te maak en dit op die regte hoogte te stel;
 - (3) pale met 'n spansaag of 'n treksaag afsaag en vaskeil;
 - (4) dakpanne met 'n handsnymasjien sny;
 - (5) onder toesig van iemand wat ooreenkomstig die omskrywing van "toesig" toegelaat word om toesig te hou en wat teenwoordig is dwarsdeur die uitvoering van die werksaamheid vooraf vervaardigde geboue of bouwerke demonteer en/of hermonteer, uitgesonderd die noukeurige opstelling daarvan;
 - (6) steiers oprig;
 - (7) hoepelyster, staal- of draadverstyings aanbring om bekisting te versterk;
 - (8) Q-dekplate vasheg;
 - (9) bekisting hys en in posisie plaas maar dit nie vassit nie;
 - (10) bekisting afbreek;
 - (11) dakpanne met draad vasbind;
 - (12) houtstutte vaskeil;
- (r) teëlwerk:*
 - (1) Voë opvul en alle muurteëls skoonmaak, uitgesonderd voegstryking en voegvulling;
 - (2) muur- en vloerteëls pasmaak;
 - (3) los teëls sonder bedding op oppervlakke lê;

(k) plastering:

- (1) Bagging down walls and ceilings;
- (2) cement-washing of all surfaces;
- (3) filling in blemishes on the face of finished articles, using a cement mixture, and rubbing the face with a piece of sacking;
- (4) filling of moulds with a facing mixture and concrete mixture, using a shovel;
- (5) operating a rotating solid disc-type machine for screeding of cement or granolithic floors when such machine is used preparatory to further finishing;
- (6) raking out of brick joints and preparation of surfaces for plastering;
- (7) setting up of moulds and stripping of casings and castings;
- (8) slushing of surfaces preparatory to plastering;
- (9) stopping of joints of moulds with plaster of paris;
- (10) tamping of and the filling in of moulds;
- (l) plumbing and drainlaying:*
 - (1) Caulking of joints in drains;
 - (2) cutting, screwing, bending and threading of piping and steel rods by hand or machine under supervision, excluding copper;
- (m) shop joinery and shop, office and bank fitting:*
 - (1) Application of sealer coats to joinery;
 - (2) assisting skilled employees in the application of hot glue to tenons or wood surfaces prior to cramping or pressing;
 - (3) gluing and/or fixing facings to panels or frames in factory/workshop;
 - (4) operating automatic or manual presses;
 - (5) placing and fixing in position of egg-crating, fillets or acoustic material in recesses formed by frames, in factory/workshop;
 - (6) placing and fixing in position of steel or wooden windows or door frames in panel apertures in factory/workshop;
- (n) site joinery and carpentry:*
 - Fixing of cork and other insulating material;
- (o) steel construction and steel reinforcing:*
 - (1) Binding or tying with wire, steel reinforcing materials and cutting, bending and assembling, erecting and fixing such materials;
 - (2) erecting steel formwork and columns, excluding lining up, plumbing and levelling;
 - (3) hoisting of steel and laying into position;
- (p) stone masonry:*
 - (1) Attending swing saws, 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;
 - (2) grouting in joints and filling backs of stone work after fixing;
 - (3) operating swing saws, stone polishing machinery and compressors for stone work;
 - (4) painting of joints and backs of stone with waterproofing compound;
 - (5) working jack-hammers or using hammer and punch for splitting stone or drilling dowel holes;
- (q) structural carpentry, roofing and scaffold erecting:*
 - (1) Applying solution to cement tiles or roofs, using a block brush;
 - (2) assisting skilled employees in placing of steel props and fixing to bearers and adjusting to heights;
 - (3) cutting of poles, using a bow saw or a two-handed saw, and wedging up;
 - (4) cutting of roofing tiles with a hand-cutting machine;
 - (5) dismantling and/or re-assembling, excluding lining up, preconstructed buildings or structures under supervision of any person who, in terms of the definition of "supervision", is permitted to supervise, and who is present throughout the performance of the operation;
 - (6) erecting scaffolding;
 - (7) fixing hoop iron, steel or wire stiffeners to strengthen shuttering;
 - (8) fixing of Q-deck plates;
 - (9) hoisting shuttering and placing in position but not fixing;
 - (10) stripping shuttering;
 - (11) tying of roof tiles with wire;
 - (12) wedging up wood props;
- (r) tiling:*
 - (1) Filling in joints and cleaning of all wall tiles, excluding jointing and pointing;
 - (2) gauging sizes of wall and floor tiles;
 - (3) laying loose tiles on surfaces without bedding;

(s) *waterdigingswerk*, onder toesig van 'n ambagsman (waterdigting):
(1) 'n Grondlaag, vloei-bare deklae, kleefstowwe en beskermende verf aanwend;

- (2) waterdigtingsmengsels aan oppervlakke aanbring;
- (3) waterdigtingswerkers help om materiaal te plaas;
- (4) oppervlakke skoonmaak en voorberei;
- (5) waterdigtingswerk met warm-gemengde mastikasfalt;
- (6) los teëls op oppervlakke sonder onderlaag lê;
- (7) materiaal verskuif;

(t) *houtmasjiënwerk*:

- (1) Wie saag en afwerk;
- (2) lymblokke saag;
- (3) materiaal van alle houtwerkmasjiëne afneem;
- (4) materiaal in handgevoerde houtwerkmasjiëne voer, in werkwinkels, uitgesonderd 'n houtfreemasjiën, vlaksliper en sirkelsaag;

(5) materiaal voer in houtwerkmasjiën met meganiese toevoer;

(6) hout met verplaasbare skuurders skuur;

(u) *diverse*:

- (1) Oorskiet- of afvalmetaal met die hand of 'n masjiën baal;
- (2) dagha, stene, klip, beton of ander materiaal dra;
- (3) gietvorms, werkbanke, werfpersele, gereedskap, ens. skoonmaak;
- (4) staalvensters en -deurkosyne koppel;
- (5) hoepelyster sny, buig en vashou;
- (6) afvalmetaal met die hand opsnij;
- (7) stene en beton sny, boor, gleuwe daarin maak en proppe daarin aanbring;

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

(9) gate met 'n masjiën boor;

(10) gate met kraggereedskap op die terrein boor;

(11) hysers oprig;

(12) uitgrawings met 'n klopboor, in grond en sagte en harde rots maak, en die klip en grond wat uitgegrawe is, verwyder;

(13) sand, klip en sement afneem;

(14) vulblokke by die bou van betonvloere en betondakke lê;

(15) materiaal en goedere op- en aflaai;

(16) dagha of beton met handgrawe meng;

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

(18) 'n hystoestel, beton- of daghamenger of dergelike masjiën bedien;

(19) 'n kraggedrewe hyskraan, uitgesonderd 'n toringkraan, bedien;

(20) verplaasbare slyp- en soortgelyke masjiën volgens 'n setmaat bedien;

(21) preserveerverf op alle bouersuitrusting aanbring;

(22) vlekke en sement met karborundumblokke of vryfmasjiëne verwyder van klip, kunsklip, leiklip, terra-cotta of dergelike oppervlakke;

(23) ruwe materiaal volgens 'n herhalingsmetode met kraggereedskap op die terrein saag;

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

(25) materiaal met grawe in dagha- of betonmengmasjiëne ingooi of daaruit verwyder;

(26) sand sif;

(27) timmerhout met 'n preserveermiddel behandel;

(28) vakleerlinge, en werknemers vir wie lone in klousule 27 (1) (d), (e), (g), (h), (i) and (j) voorgeskryf word, help wanneer nodig, maar nie die werk van sodanige werknemers verrig nie;

(29) ander werk vir ongeskooldes verrig wat nie elders gespesifiseer of aan 'n ander klas of graad werknemer toegewys is nie;

(20) "bruto voertuigmassa", met betrekking tot 'n motorvoertuig, die maksimum massa van sodanige voertuig en sy vrag soos gespesifiseer deur die vervaardiger of, by gebrek aan sodanige spesifikasie, soos deur die registrasie-oowerheid bepaal;

(21) "faktotum" 'n werknemer wat een of meer van die volgende werksaamhede verrig:

(a) Kleinere herstelwerk of verstellings doen aan masjinerie, installasie of ander uitrusting wat die eiendom van sy werkgever is;

(b) kleinere herstelwerk of verstellings doen aan goedere waarin sy werkgever handel dryf;

(c) kleinere herstelwerk of opknappings of onderhoudwerk doen aan geboue wat deur sy werkgever geokkupeer word;

maar wat geen werk verrig wat gewoonlik deur 'n ambagsman gedoen word nie.

(s) *waterproofing*, under the supervision of an artisan (waterproofing):

- (1) Applying primers, liquid coatings, adhesives and protective paints;
- (2) applying waterproofing compounds to surfaces;
- (3) assisting waterproofing workers placing materials;
- (4) cleaning and preparing surfaces;
- (5) hot-mixed mastic asphalt waterproofing;
- (6) laying loose tiles on surfaces without bedding;
- (7) moving materials;

(t) *wood machining*:

- (1) Cutting and trimming of wedges;
- (2) cutting of glue blocks;
- (3) drawing off material from all woodworking machines;
- (4) feeding materials to manually fed woodworking machines in workshops, excluding spindle, surfacer and circular saw;

(5) feeding materials to mechanically fed woodworking machines;

(6) sanding of timber with portable sanders;

(u) *miscellaneous*:

(1) Baling waste or scrap metal by hand or machine;

(2) carrying mortar, bricks, stone, concrete or other materials;

(3) cleaning off moulds, work benches, yard premises, tools, etc.;

(4) coupling steel windows and door frames;

(5) cutting, bending and holding hoop iron;

(6) cutting up scrap metal by hand;

(7) cutting, drilling, chasing and plugging brick and concrete;

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

(9) drilling holes by machine;

(10) drilling holes on site with power tools;

(11) erecting hoists;

(12) excavating on ground, soft and hard rock, using a jack hammer, and removing excavated stone and soil;

(13) gauging sand, stone and cement;

(14) laying of filler blocks in construction of concrete floors and concrete roofs;

(15) loading and unloading materials and goods;

(16) mixing mortar or concrete by hand;

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

(18) operating a hoist, concrete or mortar mixer or any similar machine;

(19) operating a power-driven crane, other than a tower crane;

(20) operating portable grinding and similar machines to a jig;

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

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

(23) repetitive cutting or rough materials on site with power tools;

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

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

(26) sieving sand;

(27) treating timber with preservative;

(28) assisting apprentices and employees for whom wages are prescribed in clause 27 (1) (d), (e), (g), (h), (i) and (j), wherever necessary, but not to perform the work of such employees;

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

(20) "gross vehicle mass" in relation to a motor vehicle means the maximum mass of such vehicle and its load as specified by the manufacturer or, in the absence of such specification, as determined by the registering authority;

(21) "handyman" means an employee who is engaged in any one or more of the following activities:

(a) Effecting minor repairs or minor adjustments to machinery, plant or other equipment, being the property of his employer;

(b) effecting minor repairs or minor adjustments to goods in which his employer deals;

(c) effecting minor repairs or renovations to, or carrying out maintenance work on, buildings occupied by his employer;

but who does not do work normally performed by an artisan.

(22) "swaar motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 9 000 kg maar hoogstens 16 000 kg is;

(23) "skrynwermonteerder" 'n werknemer wat ooreenkomstig klousule 11 (3) (b) as sodanig geregistreer is en wat een of meer van die volgende werksaamhede onder toesig verrig:

(a) 'n Verplaasbare verdiepskaaf-, tapgat- of skaafmasjien of uitsny-saag volgens 'n setmaat bedien;

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

(c) selfstand- en vasgepende deurkossy, vensterkossy, vensterrame en deure tap, settap, setmonteer en vasspyker;

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

(24) "slegs-arbeid-kontrak" 'n kontrak, ooreenkoms, reëling of verstandhouding waarvolgens 'n werkgewer 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, 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;

(25) "slegs-arbeid kontrakteur" 'n werkgewer wat ooreenkomstig klousule 15 by die Raad geregistreer is en wat 'n slegs-arbeid-kontrak onderneem;

(26) "leerling" 'n werknemer wat 'n skriftelike leerlingkontrak uitdien wat ooreenkomstig klousule 11 (4) (e) geregistreer is: Met dien verstande dat 'n werknemer wat homself kan verbind onder 'n vakleerlingkontrak nie as 'n leerling geregistreer kan word nie;

(27) "ligte motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa hoogstens 3 500 kg is;

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

(29) "masjienbediener" 'n werknemer wat as sodanig geregistreer is ooreenkomstig klousule 11 (2) en wat een of meer van die volgende werksaamhede onder toesig verrig:

(a) Toesig hou oor hoogstens twee vervaardigingswerkers;

(b) 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:

(i) Besemstokmasjiene;

(ii) sirkelsae;

(iii) bandnasaagmasjiene;

(iv) kant- en kantafwerkmasjiene;

(v) alle blokkiesvloer- en mosaïekvloermasjiene;

(c) een of meer van die masjiene wat soos hierbo beskryf word, versorg, bedien, aan- en afskakel, maar behalwe soos anders in paragraaf (d) 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;

(d) 'n houtmasjienwerker behulpsaam wees om die werksaamhede te verrig wat in (2) (a) van die omskrywing van "ambagsman" beskryf word;

(30) "vervaardigingswerker" 'n werknemer wat een of meer van die volgende werksaamhede onder toesig verrig: Met dien verstande dat 'n masjienbediener toesig kan hou oor hoogstens twee werknemers wat enigeen van die werksaamhede verrig wat in (a) en/of (b) hieronder bedoel word:

(a) 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:

(i) Dubbel- of driedrom- of breekbandskuurmasjiene;

(ii) paneel- of deurskuurmasjiene;

(iii) skuifbandskuurmasjiene;

(iv) dwarssae;

(v) tapgat- en meerkop-tapgatmasjiene;

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

(c) gestootlaste materiaal aanmeekaarsit en vassit en vervaardigde komponente in setapparate of klampe monteer;

(d) deure en vensterrame vasklamp of vaskramp;

(22) "heavy motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 9 000 kg but does not exceed 16 000 kg;

(23) "joinery assembler" means an employee who is registered as such in accordance with the provisions of clause 11 (3) (b) and who is engaged under supervision on any one or more of the following:

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

(b) cutting of glass, face-putty work and the removing and refixing of beads;

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

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

(24) "labour-only contract" means a contract, agreement, arrangement or understanding in terms of which an employer 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, and where such employer is not responsible for the payment to manufacturers or merchants who in the ordinary course of their business supply material to the Building Industry, for all the material to be used in the execution of such work;

(25) "labour-only contractor" means an employer who is registered with the Council in accordance with the provisions of clause 15, and who undertakes a labour-only contract;

(26) "learner" means an employee serving under a written contract of learnership registered in accordance with the provisions of clause 11 (4) (e): Provided that an employee who is eligible to bind himself under a contract of apprenticeship cannot be registered as a learner;

(27) "light motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which does not exceed 3 500 kg;

(28) "lock-up" means any shed, room, workshop, factory or similar place, constructed of four walls and a 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 safe-keeping of employees' tools or clothes at any time;

(29) "machine operator" means an employee who is registered as such in accordance with the provisions of clause 11 (2) and who is engaged under supervision on any one or more of the following:

(a) Supervising not more than two manufacturing workers;

(b) 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;

(i) Broom handle machines;

(ii) circular saws;

(iii) band re-saws;

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

(v) all wood block and mosaic floor machines;

(c) attending, operating, starting and stopping any one or more of the machines described above but, except as otherwise provided in paragraph (d) 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;

(d) assisting a wood machinist to carry out the operations described in (2) (a) of the definition of "artisan";

(30) "manufacturing worker" means an employee engaged under supervision on any one or more of the following: Provided that a machine operator may supervise not more than two employees engaged on any one of the operations referred to in (a) and/or (b) hereunder:

(a) 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:

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

(ii) panel or door sanding machines;

(iii) sliding belt sanding machines;

(iv) cross-cut saws;

(v) morticers and gang morticers;

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

(c) framing up and securing butt-joined material and assembling manufactured components in jigs or cramps;

(d) clamping or cramping doors and sashes;

- (e) outomatiese of handperse bedien;
- (f) venster- of deurkosyne in paneelopeninge in posisie plaas en vassit;
- (g) plafon- en vloerpaneel volgens setmate aanmeekaarsit;
- (h) rugstukke aan toebehore vassit;
- (i) laaie en vlaklaaie (met inbegrip van bome) vasspyker;
- (j) timmerhout met verplaasbare skuurmasjiene skuur;
- (k) gate in timmerhout boor, met gebruikmaking van draagbare kraggereedskap;
- (l) wie sny en afwerk;
- (m) 'n grondverlaag op allerlei ongeverfde oppervlakke aanbring, of waar daar nie 'n grondverlaag aangebring word nie, dan 'n eerste verlaag;

(31) "meestervakman" 'n werknemer van wie daar vereis word of wat toegelaat word om ambagsman se werk te verrig en wat ooreenkomstig klousule 12 (4) (c) as 'n meestervakman geregistreer is;

(32) "voorhaker" 'n motorvoertuig wat ontwerp of aangepas is om ander voertuie te trek en om geen ander las as 'n sleepwa, leunwa of ballas wat daarop rus, te dra nie, en sluit dit nie 'n trekker in nie;

(33) "medium motorvoertuig" 'n motorvoertuig waarvan die bruto voertuigmassa of bruto kombinasie-massa meer as 3 500 kg maar hoogstens 9 000 kg is;

(34) "motorvoertuig" 'n krag-aangedrewe voertuig wat gebruik word om goedere mee te vervoer of te sleep en omvat dit 'n voorhaker, storter, bitumen- of teerverspreier en 'n watertenkwa, maar uitgesonderd tweewielvoertuie, skrapers of trolliebusse;

(35) "oortydwerk" alle tyd wat daar langer gewerk word as die ure in klousule 23 voorgeskryf;

(36) "stukwerk" 'n werkstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik gebaseer word op die hoeveelheid of omvang van die werk wat hy ingevolge klousule 21 verrig het;

(37) "uitrustingsbediener", sonder om die gewone betekenis van die woord te beperk, iemand wat as sodanig by die Raad geregistreer is en wat toegelaat word om een of meer van die volgende werksaamhede te verrig:

(a) Hyskrane, grondverskuiwingsmasjinerie en/of soortgelyke uitrusting, pyrok- of soortgelyke masjiene, roterende kragvlakmasjiene, krag-aangedrewe slypmasjiene, masjinerie op metaalwerk of soortgelyke masjinerie en swaaiarm-hystoestelle bedien;

(b) meganiese stortwaens en trekkers dryf;

(c) houtwerkmasjinerie onder toesig van 'n geskoolde werknemer bedien;

(d) staalbekisting monteer;

(e) dakke met Kenitex of soortgelyke materiaal bespuit;

(f) toesig hou oor die oprigting van steierwerk;

(38) "Sekretaris" die persoon wat op 'n bepaalde tydstip die Sekretaris van die Raad is en ook 'n beampste wat die Raad aanwys om as Sekretaris op te tree;

(39) "geskoolde werknemer" 'n ambagsman, vakman, meestervakman, soos in hierdie Ooreenkoms omskryf;

(40) "bouwerk" enige bouwerk soortgelyk aan, of in verband met, 'n gebou en omvat dit—

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

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

(41) "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 21 voorgeskryf;

(42) "kwekling" iemand aan wie opleiding verskaf word of verskaf moet word ooreenkomstig artikel 30 van die Wet op Mannekragopleiding, 1981;

(43) "waterdigtingswerker" 'n werknemer wat ooreenkomstig klousule 11 (3) (b) as sodanig geregistreer is en wat onder toesig van 'n ambagsman (waterdigting) een of meer van die volgende werksaamhede verrig:

(a) Waterdigting en vogdigting van alle horisontale, skuins of vertikale oppervlakke (met inbegrip van alle soorte waterdigmaking) met alle soorte dakmembrane, dakstroeke en vloei-bare of halfvloei-bare of mastiklae;

(b) beskermende verf en/of lae aan waterdigtingsoppervlakke aanwend;

(c) alle ander werk in verband met waterdigting en vogdigting;

(44) "wag" 'n werknemer wat persele, geboue, hekke, voertuie, boumateriaal en ander eiendom bewaak.

(e) operating automatic or manual presses;

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

(g) assembling ceiling and floor panels to jigs;

(h) fixing backs to fittings;

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

(j) sanding of timber with portable sanders;

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

(l) cutting and trimming of wedges;

(m) 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;

(31) "master craftsman" means an employee who is required or permitted to perform artisan's work and who is registered as a master craftsman in accordance with the provisions of clause 12 (4) (c);

(32) "mechanical horse" means a motor vehicle designed or adapted to pull other vehicles and not to carry any load other than a trailer, semi-trailer or ballast resting on it, and does not include a tractor;

(33) "medium motor vehicle" means a motor vehicle the gross vehicle mass or gross combination mass of which exceeds 3 500 kg but does not exceed 9 000 kg;

(34) "motor vehicle" means any power-driven vehicle used for the conveyance or haulage of goods, and includes a mechanical horse, dumper, bitumen or tardistributor and a water tanker but excludes two-wheeled vehicles, scrapers or trolley-buses;

(35) "overtime" means all time worked in excess of the hours prescribed in clause 23;

(36) "piece-work" means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done in terms of clause 21;

(37) "plant operator", without limiting the ordinary meaning of the expression, means a person who is registered as such with the Council and who is permitted to perform any one or more of the following activities:

(a) Operating cranes, earthmoving equipment and/or similar equipment, pyrok or similar machines, rotary power floating-up machines, power-driven grinding machines, machines or metal work or similar machines, and jib hoists;

(b) driving mechanical dumpers and tractors;

(c) operating woodworking machines under supervision of a skilled employee;

(d) assembling steel shuttering;

(e) spraying roofs with Kenitex or similar material;

(f) supervising the erection of scaffolding;

(38) "Secretary" means the Secretary for the time being of the Council and includes any official nominated by the Council to act as Secretary;

(39) "skilled employee" means any artisan, craftsman, master craftsman, as defined in this Agreement;

(40) "structure" means any construction in the nature of, or incidental to, a building and shall include—

(a) any part of a building, whether manufactured, erected or constructed separately or in conjunction with any other part or parts of a building; and

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

(41) "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 21;

(42) "trainee" means any person to whom training is provided or is deemed to be provided in terms of the provisions of section 30 of the Manpower Training Act, 1981;

(43) "waterproofing worker" means an employee who is registered as such in accordance with the provisions of clause 11 (3) (b) and who is engaged under the supervision of an artisan (waterproofing) on any one or more of the following:

(a) Waterproofing and damp proofing of all horizontal, sloping or vertical surfaces (including all types of tanking) with all types of roofing membranes, sheetings and liquid or semi-liquid or mastic coatings;

(b) applying protective paint and/or coating to waterproofing surfaces;

(c) all other work in connection with waterproofing and damp proofing;

(44) "watchman" means an employee engaged in guarding premises, buildings, gates, vehicles, building materials or other property.

4. ORGANISEERDERS VAN VAKVERENIGING

Die organiseerders van die vakvereniging moet toegelaat word om, met die toestemming van die werkgever of sy behoorlik gemagtigde verteenwoordiger of die voorman, met hul lede in verbinding te tree op die plekke waar hulle werk.

5. ADMINISTRASIE VAN DIE OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy kan vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings hiervan onstaanbaar is nie.

6. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms skriftelik aan 'n persoon of persone verleen.

(2) Die Raad kan die voorwaardes stel waarop sodanige vrystelling van krag sal wees.

(3) 'n Vrystellingsertifikaat, onderteken deur die Voorsitter en die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrygestel word. 'n Vrystellingsertifikaat is slegs geldig in die gebied waarvoor dit uitgereik is.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarin dit van krag is, wysig of intrek.

(5) 'n Werkgever moet die bepalings van 'n vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

7. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om hom behulpzaam te wees met die uitvoering van hierdie Ooreenkoms. 'n Agent het die reg om—

(a) 'n perseel of plek waarin die Bounwyerheid beoefen word, te eniger tyd te betree wanneer hy grond het om te vermoed dat iemand daar werksaam is;

(b) enigeen wat hy op of in die omgewing van die perseel of plek vind, of alleen of in die teenwoordigheid van dié ander persone wat hy, met die oog op die sake wat op hierdie Ooreenkoms betrekking het, dienstig ag, mondeling te ondervra en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat dié boeke, tydstate, registers en dokumente wat nodig is om vas te stel of hierdie Ooreenkoms nagekom word, getoon word en om dit te ondersoek, te inspekteer en afskrifte daarvan te maak.

(2) Wanneer die agent 'n perseel betree en sy inspeksie- of ondersoekwerk verrig, kan hy 'n tolk met hom saamneem.

(3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite verleen wat hierbo bedoel word.

8. ONGELDIGE KONTRAKTE EN VERBOD OP AFSTANDDOENING VAN DIE BEPALINGS VAN DIE OOREENKOMS

(1) Geen werkgever of werknemer mag 'n ooreenkoms of dienskontrak aangaan nie, hetsy uitdruklik of stilswyend, wat toelaat dat aan dié werknemer minder besoldiging betaal word as wat in hierdie Ooreenkoms voorgeskryf word, of dat hy op minder gunstige wyse behandel of dat aan hom minder gunstige bystand verleen word as die behandeling of die bystand in hierdie Ooreenkoms voorgeskryf, en elke sodanige ooreenkoms of dienskontrak, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan of gesluit, is ongeldig.

(2) Geen werknemer mag afstand doen van die toepassing op hom van die bepalings van hierdie Ooreenkoms nie, en elke ooreenkoms of dienskontrak, hetsy voor of na die inwerkingtreding van hierdie Ooreenkoms aangegaan of gesluit, wat sodanige afstanddoening beoog, is ongeldig.

(3) Geen werkgever mag van 'n werknemer vereis of hom toelaat om aan hom besoldiging te betaal of terug te betaal wat ingevolge hierdie ooreenkoms aan dié werknemer betaalbaar is of aan hom betaal is nie.

(4) Geen werkgever mag van 'n werknemer vereis of hom toelaat om 'n kwitansie te gee of andersins voor te gee dat hy meer ontvang het as wat hy werklik by wyse van besoldiging ontvang het nie.

9. BEPALINGS IN OOREENKOMS WAT ULTRA VIRES IS

Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms ongeldig is *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 bepalings 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 JEUGDIGES

Niemand onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

4. TRADE UNION ORGANISERS

Trade union organisers shall be allowed to contact their members working on jobs with the consent of the employer or his duly authorised representative or the foreman.

5. ADMINISTRATION OF THE AGREEMENT

The Council shall be the body responsible for the administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

6. EXEMPTIONS

(1) The Council may in writing grant exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The council shall have the power to fix the conditions subject to which an exemption shall operate.

(3) A licence of exemption under the signature of the Chairman and Secretary of the Council shall be issued to every person exempted. A licence of exemption shall not be valid in any area other than that for which it was granted.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

(5) An employer shall observe the terms of any licence of exemption granted in accordance with the provisions of this clause.

7. AGENTS

(1) The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. An agent shall have the right to—

(a) enter any premises or places 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) orally examine, either alone or in the presence of any other persons he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such person to answer the questions put;

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

(2) The agent when entering, inspecting or examining, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

8. INVALID CONTRACTS AND PROHIBITION OF WAIVING PROVISIONS OF AGREEMENT

(1) No employer or employee may enter into any agreement or service contract, express or implied, to permit of the payment to that employee of remuneration less than that prescribed in this Agreement, or of the application to that employee of any treatment or the granting to him of any benefits less favourable to him than the treatment or benefits prescribed in this Agreement, and any such agreement or service contract, whether entered into before or after the coming into operation of this Agreement, shall be void.

(2) No employee may waive the application to him of any provision of this Agreement, and any agreement or service contract, whether entered into before or after the coming into operation of this Agreement, which purports to effect any such waiver, shall be void.

(3) No employer shall require or permit an employee to pay or repay to him any remuneration which is payable or has been paid to that employee in terms of the provisions of this Agreement.

(4) No employer shall require or permit an employee to give a receipt for or otherwise to represent that he has received more than he actually received by way of remuneration.

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. EMPLOYMENT OF JUVENILES

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

11. REGISTRASIE VAN WERKNEMERS, UITGESONDERD GESKOOLDE WERKNEMERS

(1) *Registrasie van kwekelinge (bloklêers, matinstalleerders en vloerlêers).*—(a) Geen werkgewer mag iemand as kwekeling-bloklêer, kwekeling-matinstalleerder of kwekeling-vloerlêer in diens neem sonder dat die Raad vooraf sy toestemming daartoe verleen het nie.

(b) 'n Werkgewer wat iemand as 'n kwekeling-bloklêer, kwekeling-matinstalleerder of kwekeling-vloerlêer in diens wil neem, moet, in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n vrystellingsertifikaat om sodanige indiensneming te magtig, en dié werkgewer moet sodanige inligting rakende dié werknemer en ander werknemers in sy diens verskaf as wat die Raad vereis.

(c) Die Raad kan vereis dat iemand wat as kwekeling-bloklêer, kwekeling-matinstalleerder of kwekeling-vloerlêer in diens geneem wil word 'n aanlegtoets moet aflê soos wat die Raad van tyd tot tyd voorskryf.

(d) Indien die Raad toestem dat iemand as kwekeling-bloklêer, kwekeling-matinstalleerder of kwekeling-vloerlêer in diens geneem mag word, word daar van die werkgewer en die kwekeling vereis om 'n skriftelike kwekelingkontrak aan te gaan, waarvan die Raad die duur en die bepalinge en voorwaardes van tyd tot tyd moet voorskryf. Die Raad kan van 'n kwekeling vereis om gedurende sy kwekelingskap die opleidingskursusse by te woon en die bekwaamheidstoets af te lê wat hy van tyd tot tyd voorskryf en kan die tydperk van kwekelingskap van 'n kwekeling wat nie in so 'n bekwaamheidstoets slaag nie verleng.

(e) 'n Kwekelingkontrak wat ooreenkomstig paragraaf (d) tussen 'n werkgewer en 'n kwekeling aangegaan word, is geldig slegs nadat drie afskrifte daarvan, behoorlik deur die werkgewer en die kwekeling onderteken, aan die Raad voorgelê en deur hom geregistreer is.

(f) Hoewel 'n skriftelike kwekelingkontrak ooreenkomstig hierdie subklousule aangegaan en geregistreer is, kan die Raad te eniger tyd deur skriftelike kennisgewing van 30 dae sy toestemming tot die indiensneming van 'n kwekeling om 'n afdoende rede terugtrek.

(g) Behoudens subklousule (10) moet die Raad 'n registrasiesertifikaat as kwekeling-bloklêer, kwekeling-matinstalleerder of kwekeling-vloerlêer uitreik aan 'n kwekeling wat in diens is ingevolge 'n kwekelingkontrak wat ooreenkomstig hierdie subklousule aangegaan en geregistreer is.

(2) *Registrasie van bloklêers, matinstalleerders, faktotums, masjienbedieners en vloerlêers.*—(a) Iemand wat 'n kwekelingkontrak ooreenkomstig subklousule (1) voltooi het, moet, in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as bloklêer, matinstalleerder, faktotum, masjienbediener of vloerlêer, en sodanige werknemer moet aan die Raad sodanige dokumentêre bewys voorlê as wat die Raad nodig ag ter staving van sy bevoegdheid vir 'n sertifikaat.

(b) Iemand wat nie binne die kategorieë val wat in paragraaf (a) bedoel word nie moet, indien hy wil aansoek doen om 'n registrasiesertifikaat as bloklêer, matinstalleerder, faktotum, masjienbediener of vloerlêer, aan die Raad sodanige dokumentêre of praktiese bewys voorlê as wat die Raad nodig ag ter staving van sy bevoegdheid vir 'n sertifikaat.

(c) Behoudens subklousule (10), moet die Raad 'n registrasiesertifikaat as bloklêer, matinstalleerder, faktotum, masjienbediener of vloerlêer uitreik aan iemand wat aan paragraaf (a) voldoen, en kan hy na goedgekeurde 'n registrasiesertifikaat as bloklêer, matinstalleerder, faktotum, masjienbediener of vloerlêer uitreik aan iemand in paragraaf (b) bedoel.

(d) 'n Werkgewer mag niemand, uitgesonderd 'n geskoolde werknemer of 'n kwekeling-bloklêer, kwekeling-matinstalleerder of kwekeling-vloerlêer wat 'n kwekelingkontrak uitdien wat ooreenkomstig subklousule (1) geregistreer is, in diens neem om een of meer van die werksaamhede te verrig wat in die omskrywing van "bloklêer", "matinstalleerder" of "vloerlêer" bedoel word nie, tensy sodanige persoon 'n registrasiesertifikaat toon wat ingevolge hierdie subklousule aan hom uitgereik is.

(3) *Registrasie van plafon- en afskortingswerkers, skrynwerkmonteerders, vervaardingswerkers en waterdigtingswerkers.*—(a) Iemand wat in diens geneem wil word as plafon- en afskortingswerker, skrynwerkmonteerder, vervaardingswerker of waterdigtingswerker moet, in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as plafon- en afskortingswerker, skrynwerkmonteerder, vervaardingswerker of waterdigtingswerker, en sodanige werknemer moet aan die Raad sodanige dokumentêre bewys voorlê as wat die Raad nodig ag ter staving van sy bevoegdheid vir 'n sertifikaat.

(b) Behoudens subklousule (10), kan die Raad na goedgekeurde 'n registrasiesertifikaat as plafon- en afskortingswerker, skrynwerkmonteerder, vervaardingswerker of waterdigtingswerker uitreik aan iemand in paragraaf (a) hierbo bedoel.

(c) 'n Werkgewer mag niemand, uitgesonderd 'n geskoolde werknemer, in diens neem om een of meer van die werksaamhede te verrig wat in die omskrywing van "plafon- en afskortingswerker", "skrynwerkmonteerder", "vervaardingswerker" of "waterdigtingswerker" bedoel word nie, tensy sodanige persoon 'n registrasiesertifikaat toon wat ingevolge hierdie subklousule aan hom uitgereik is.

11. REGISTRATION OF EMPLOYEES, OTHER THAN SKILLED EMPLOYEES

(1) *Registration of trainees (block layers, carpet fitters and floor layers).*—(a) No employer shall employ any person as a trainee block layer, a trainee carpet fitter or a trainee floor layer unless the consent of the Council has first been obtained.

(b) An employer who wishes to employ a person as a trainee block layer, a trainee carpet fitter or a trainee floor layer shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a licence of exemption to be issued to him to permit such employment, 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.

(c) The Council may require a person who wishes to be employed as a trainee block layer, a trainee carpet fitter or a trainee floor layer to undergo any aptitude test as may be prescribed by the Council from time to time.

(d) If the Council consents to the employment of any person as a trainee block layer, a trainee carpet fitter or a trainee floor layer, the employer and the trainee shall be required to enter into a written contract of traineeship, the period and terms and conditions of which shall be prescribed by the Council from time to time. The Council shall have the power to require a trainee to undergo any training courses and proficiency tests which may be prescribed by the Council from time to time, during the course of his traineeship, and to extend the period of traineeship of any trainee who fails any such proficiency test.

(e) A contract of traineeship entered into between an employer and a trainee in accordance with the provisions of paragraph (d) shall not be valid until such time as three copies thereof, duly signed by the employer and the trainee, have been submitted to and been registered by the Council.

(f) Notwithstanding any written contract of traineeship which may have been entered into and been registered in terms of this subclause, the Council may at any time by giving 30 days' notice, in writing, withdraw its consent to the employment of any trainee if it considers that there is good reason to do so.

(g) Subject to the provisions of subclause (10), the Council shall issue a certificate of registration as a trainee block layer, a trainee carpet fitter or a trainee floor layer to a trainee who is employed under a contract of traineeship which has been entered into and been registered in terms of this subclause.

(2) *Registration of block layers, carpet fitters, handymen, machine operators and floor layers.*—(a) Any person who has completed a traineeship contract in terms of subclause (1) shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a block layer, a carpet fitter, handyman, machine operator or a floor layer 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) Any person who does not fall within the categories referred to in paragraph (a) shall, if desirous of applying for a certificate of registration as a block layer, a carpet fitter, a handyman, a machine operator or a floor layer, 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.

(c) Subject to the provisions of subclause (10) the Council shall issue a certificate of registration as a block layer, a carpet fitter, a handyman, a machine operator or a floor layer to any person who complies with the provisions of paragraph (a), and may, in its discretion, issue a certificate of registration as a block layer, a carpet fitter a handyman, a machine operator or a floor layer to a person referred to in paragraph (b).

(d) No employer shall employ any person, other than a skilled employee or a trainee block layer, a trainee carpet fitter or a trainee floor layer who is serving under a contract of traineeship which is registered in accordance with the provisions of subclause (1), to perform any one or more of the operations referred in the definitions of "block layer", "carpet fitter" or "floor layer" unless such person produces a certificate of registration issued to him in terms of this subclause.

(3) *Registration of ceiling and partition workers, joinery assemblers, manufacturing workers and waterproofing workers.*—(a) Any person who wishes to be employed as a ceiling and partition worker a joinery assembler, a manufacturing worker, or a waterproofing worker shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a ceiling and partition worker, a joinery assembler, a manufacturing worker or a waterproofing worker 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) Subject to the provisions of subclause (10), the Council may, in its discretion, issue a certificate of registration as a ceiling and partition worker, a joinery assembler, a manufacturing worker, or a waterproofing worker to a person referred to in paragraph (a) above.

(c) No employer shall employ any person, other than a skilled employee, to perform any one or more of the operations referred in the definitions of "ceiling and partition worker", "joinery assembler", "manufacturing worker" or "waterproofing worker" unless such person produces a certificate of registration issued to him in terms of this subclause.

(4) *Leerlinge*.—(a) Geen werkgewer mag iemand, uitgesonderd iemand in subklousule (5) bedoel, as leerling in diens neem nie, tensy die Raad vooraf sy toestemming daartoe verleen het: Met dien verstande dat sodanige toestemming nie verleen mag word in die geval van 'n werknemer wat ingevolge die Wet op Mannekragopleiding, 1981, vir indiensneming kragtens 'n vakleerlingkontrak in aanmerking kom nie.

(b) 'n Werkgewer wat iemand as leerling in diens wil neem, moet, in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n vrystellingsertifikaat om sodanige indiensneming te magtig, en dié werkgewer moet sodanige inligting rakende dié werknemer en ander werknemers in sy diens verskaf as wat die Raad vereis.

(c) Die Raad kan vereis dat iemand wat as leerling in diens geneem wil word 'n aanlegtoets moet aflê soos wat die Raad van tyd tot tyd voorskryf.

(d) Indien die Raad toestem dat iemand as leerling in diens geneem mag word, word daar van die werkgewer en die leerling vereis om 'n skriftelike leerkontrak aan te gaan, waarvan die Raad die duur en die bepalings en voorwaardes van tyd tot tyd moet voorskryf. Die Raad kan van die leerling vereis om gedurende sy leerlingstyd dié opleidingskursusse te volg en die bekwaamheidstoets af te lê wat hy van tyd tot tyd voorskryf en kan die tydperk van leerlingstyd van 'n leerling wat nie in so 'n bekwaamheidstoets slaag nie verleng.

(e) 'n Leerkontrak wat ooreenkomstig paragraaf (d) tussen 'n werkgewer en 'n leerling aangegaan word, is geldig slegs nadat drie afskrifte daarvan, behoorlik deur die werkgewer en die leerling onderteken, aan die Raad voorgelê en deur hom geregistreer is.

(f) Hoewel 'n skriftelike leerkontrak ooreenkomstig hierdie subklousule aangegaan en geregistreer is, kan die Raad te eniger tyd deur skriftelike kennisgewing van 30 dae sy toestemming tot die indiensneming van 'n leerling om 'n afdoende rede terugtrek.

(g) Behoudens subklousule (10), moet die Raad 'n registrasiesertifikaat as leerling uitreik aan 'n leerling wat in diens is ingevolge 'n leerlingkontrak wat ooreenkomstig hierdie subklousule aangegaan en geregistreer is.

(5) *Ambagsman se assistent*.—(a) Iemand wat 'n leerkontrak uitdien wat ooreenkomstig subklousule (4) (e) by die Raad geregistreer is of wat geag word 'n leerling te wees en wat twee maal gedruip het in 'n bekwaamheidstoets op derdejaarsvlak wat deur die Raad ooreenkomstig subklousules (4) (d) voorgeskryf word, kan, in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as ambagsman se assistent.

(b) Behoudens subklousule (10), kan die Raad na goeddunke 'n registrasiesertifikaat as ambagsman se assistent uitreik aan iemand wat daarom aansoek doen ooreenkomstig paragraaf (a).

(c) Geen werkgewer mag iemand as ambagsman se assistent in diens neem nie, tensy so iemand 'n registrasiesertifikaat as ambagsman se assistent verkry het op die wyse in paragraaf (a) voorgeskryf.

(d) Geen werkgewer mag 'n ambagsman se assistent toelaat om ambagsman se werk te verrig nie, tensy onder strenge toesig, soos voorgeskryf, van iemand wat ingevolge die omskrywing van "toesig" toegelaat word om toesig te hou en wat gekwalifiseer is in die ambag soos bedoel in die omskrywing van "ambagsman" waarin die ambagsman se assistent oor wie daar toesig gehou word, werk.

(6) *Vakleerlinge*.—(a) Iemand wat 'n skriftelike leerkontrak uitdien wat ingevolge die Wet op Mannekragopleiding, 1981, geregistreer is of geag word geregistreer te wees, moet, in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n identifikasiekaart. So iemand moet aan die Raad sodanige dokumentêre bewys verskaf as wat die Raad nodig ag om vas te stel dat hy ingevolge 'n geregistreerde leerkontrak in diens is.

(b) Behoudens subklousule (10), moet die Raad 'n identifikasiekaart uitreik aan 'n vakleerling wat ooreenkomstig paragraaf (a) hiervan daarom aansoek doen.

(7) *Uitrustingbedieners*.—(a) Iemand van wie vereis word of wat toegelaat word om die werk van 'n uitrustingbediener te verrig, moet, in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as uitrustingbediener.

(b) Behoudens klousule (10), moet die Raad 'n registrasiesertifikaat as uitrustingbediener uitreik aan iemand wat ooreenkomstig paragraaf (a) hiervan daarom aansoek doen.

(c) Geen werkgewer mag iemand as uitrustingbediener in diens neem nie, tensy so iemand 'n registrasiesertifikaat toon wat ingevolge hierdie subklousule aan hom uitgereik is.

(8) Behoudens andersluidende bepalings in subklousule (10), bly 'n vrystellingsertifikaat wat aan 'n werkgewer ooreenkomstig hierdie klousule uitgereik word, geldig ten opsigte van slegs die tydperk wat sodanige werknemer by dié werkgewer in diens is en verval dit wanneer dié diens verstryk.

(4) *Learners*.—(a) No employer shall employ any person, other than a person referred to in subclause (5), as a learner unless the consent of the Council has first been obtained: Provided that such consent shall not be given in the case of an employee who, in terms of the provisions of the Manpower Training Act, 1981, would be eligible to service under a contract of apprenticeship.

(b) An employer who wishes to employ a person as a learner shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a licence of exemption to be issued to him to permit such employment, 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.

(c) The Council may require a person who wishes to be employed as a learner to undergo an aptitude test which may be prescribed by the Council from time to time.

(d) If the Council consents to the employment of any person as a learner, the employer and the learner shall be required to enter into a written contract of learnership, the period and terms and conditions of which shall be prescribed by the Council from time to time. The Council shall have the power to require a learner to undergo any training courses and proficiency tests which may be prescribed by the Council from time to time, during the course of his learnership, and to extend the period of learnership of any learner who fails any such proficiency test.

(e) A contract of learnership entered into between an employer and a learner in accordance with the provisions of paragraph (d) shall not be valid until such time as three copies thereof, duly signed by the employer and the learner, have been submitted to and been registered by the Council.

(f) Notwithstanding any written contract of learnership which may have been entered into and been registered in terms of this subclause, the Council may at any time by giving 30 days' notice, in writing, withdraw its consent to the employment of any learner if it considers that there is good reason to do so.

(g) Subject to the provisions of subclause (10), the Council shall issue a certificate of registration as a learner to a learner who is employed under a contract of learnership which has been entered into and been registered in terms of this subclause.

(5) *Artisan's assistant*.—(a) Any person who is serving under a contract of learnership which is registered with the Council in accordance with the provisions of subclause (4) (e) or who is deemed to be a learner and who has twice failed any third-year level proficiency test prescribed by the Council in terms of the provisions of subclause (4) (d), may apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as an artisan's assistant to be issued to him.

(b) Subject to the provisions of subclause (10), the Council may, in its discretion, issue a certificate of registration as an artisan's assistant to a person who applies in accordance with the provisions of paragraph (a).

(c) No employer shall employ any person as an artisan's assistant unless such person has obtained a certificate of registration as an artisan's assistant in the manner prescribed in paragraph (a).

(d) No employer shall permit an artisan's assistant to perform artisan's work except under close supervision, as defined, by a person who, in terms of the definition of "supervision" is permitted to supervise and who is qualified in the trade as referred to in the definition of "artisan" in which the artisan's assistant being supervised is working.

(6) *Apprentices*.—(a) Any person who is serving under a written contract of apprenticeship which is registered or deemed to be registered in terms of the Manpower Training Act, 1981, shall apply to the Council, in such form as may be prescribed by the Council from time to time, for an identification card to be issued to him. Such person shall furnish the Council with such documentary proof as the Council may deem necessary to establish that he is serving under a registered contract of apprenticeship.

(b) Subject to the provisions of subclause (10), the Council shall issue an identification card to an apprentice who applies in accordance with the provisions of paragraph (a) hereof.

(7) *Plant operators*.—(a) Any person who is required or permitted to perform the work of a plant operator shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a plant operator to be issued to him.

(b) Subject to the provisions of subclause (10), the Council shall issue a certificate of registration as a plant operator to a person who applies in accordance with the provisions of paragraph (a) hereof.

(c) No employer shall employ any person as a plant operator unless such person produces a certificate of registration issued to him in terms of this subclause.

(8) Except as otherwise provided in subclause (10), a licence of exemption issued to an 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.

(9) (a) 'n Werknemer aan wie 'n registrasiesertifikaat of 'n identiteitskaart 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 registrasiesertifikaat of identiteitskaart aan die agent toon;

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

(b) 'n Werkgewer aan wie 'n vrystellingsertifikaat ingevolge hierdie klousule uitgereik 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 vrystellingsertifikaat aan die agent toon;

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

(10) Die Raad het die bevoegdheid om 'n registrasiesertifikaat, identiteitskaart of vrystellingsertifikaat wat ingevolge hierdie klousule uitgereik is, te wysig, te herroep of in te trek, en in so 'n geval is die Raad se beslissing final.

(11) *Algemene werkers, vervaardigingswerkers en wagte.*—(a) Iemand van wie vereis word of wat toegelaat word om die werk van 'n algemene werker, vervaardigingswerker of wag te verrig, moet in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat.

(b) Behoudens subklousule (10), moet die Raad 'n registrasiesertifikaat uitreik aan iemand, wat ooreenkomstig paragraaf (a) hiervan daarom aansoek doen.

12. REGISTRASIE VAN AMBAGSMANNE, VAKMANNE EN MEESTERVAKMANNE

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

(2) *Registrasie van ambagsmanne.*—(a) Iemand van wie daar vereis word of wat toegelaat word om ambagsman se werk in die Nywerheid te verrig en wat—

(i) of 'n vakleerlingkontrak deur verloop van tyd kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie;

(ii) of 'n opleidingstydperk deur verloop van tyd kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het, maar wat nie in die voorgeskrewe kwalifiserende ambagstoets geslaag het nie;

(iii) of 'n leerlingkontrak deur verloop van tyd ingevolge klousule 11

(4) of 'n tydperk van erkende leerlingkap deur verloop van tyd ingevolge klousule 11 (5) voltooi het, maar wat nie in 'n ambagstoets geslaag het nie;

(iv) of op die datum van inwerkingtreding van hierdie Ooreenkoms in diens was in die Bounywerheid in engeen van die ambagte aangewys ingevolge die Wet op Mannekragopleiding, 1981;

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

(b) Iemand wat nie in die kategorieë in paragraaf (a) bedoel, val nie en wat om 'n registrasiesertifikaat as ambagsman aansoek wil doen, moet sodanige dokumentêre of sodanige praktiese bewys aan die Raad voorleë as wat die Raad nodig ag om te bewys dat die aansoeker op 'n sertifikaat geregtig is.

(c) Die Raad moet 'n registrasiesertifikaat as ambagsman uitreik aan iemand wat voldoen aan die bepalinge van paragraaf (a) en kan na goeddunke 'n registrasiesertifikaat as ambagsman uitreik aan iemand in paragraaf (b) bedoel.

(3) *Registrasie van vakmanne.*—(a) Iemand van wie daar vereis word of wat toegelaat word om ambagsman se werk in die Nywerheid te verrig en wat—

(i) 'n vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en in die voorgeskrewe kwalifiserende ambagstoets geslaag het; of

(ii) 'n opleidingstydperk kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en in die voorgeskrewe kwalifiserende ambagstoets geslaag het; of

(iii) aan wie 'n bevoegdheidsertifikaat kragtens artikel 27 (1) van die Wet op Mannekragopleiding, 1981, uitgereik is of geag word uitgereik te gewees het of 'n sertifikaat met die strekking dat hy geslaag het in 'n kwalifiserende ambagstoets kragtens artikel 13 (12), 28 (3) of 30 (6) (c) van genoemde Wet; of

(iv) aan wie 'n Nasionale Tegniëse Sertifikaat, Deel II (N2) of 'n hoër sertifikaat, uitgereik is; of

(9) (a) A certificate of registration or identification card 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 certificate of registration or identification card to the agent;

(ii) on being requested to do so by the Council, surrender such certificate of registration or identification card to the Council.

(b) A licence of exemption 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 licence of exemption to the agent;

(ii) on being requested to do so by the Council, surrender such licence of exemption to the Council.

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

(11) *General workers, manufacturing workers and watchmen.*—(a) Any person who is required or permitted to perform the work of a general worker, manufacturing worker or watchman 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.

(b) Subject to the provisions of subclause (10), the Council shall issue a certificate of registration to a person who applies in terms of paragraph (a) hereof.

12. REGISTRATION OF ARTISANS, CRAFTSMEN AND MASTER CRAFTSMEN

(1) Any certificate of registration as an artisan which was issued to an employee in terms of the provisions of any previous agreement shall be deemed to have been issued by the Council to such employee in accordance with the provisions of this clause.

(2) *Registration of artisans.*—(a) Any person who is required or permitted to perform artisan's work in the industry and who has either—

(i) completed or been deemed to have completed an apprenticeship contract by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test; or

(ii) completed or been deemed to have completed a period of training by effluxion of time in terms of the Manpower Training Act, 1981, but has not passed the prescribed qualifying trade test; or

(iii) completed either a learnership contract by effluxion of time in terms of clause 11 (4) or a period of deemed learnership by effluxion of time in terms of clause 11 (5), but has not passed a trade test; or

(iv) been employed in the Building Industry, in any one of the trades designated under the Manpower Training Act, 1981, as at the date of coming into operation of this Agreement;

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as an artisan 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) Any person who does not fall within the categories referred to in paragraph (a) shall, if desirous of applying for a certificate of registration as an artisan, 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.

(c) The Council shall issue a certificate of registration as an artisan to a person who complies with the provisions of paragraph (a), and may, in its discretion, issue a certificate of registration as an artisan to a person referred to in paragraph (b).

(3) *Registration of craftsmen.*—(a) Any person who is required or permitted to perform artisan's work in the industry and who has either—

(i) completed or been deemed to have completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(ii) completed or been deemed to have completed a period of training in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(iii) been issued or been deemed to have been issued with a certificate of proficiency under section 27 (1) of the Manpower Training Act, 1981, or a certificate that he has passed a qualifying trade test under section 13 (12), 28 (3) or 30 (6) (c) of the said Act; or

(iv) been issued with a National Technical Certificate, Part II (N2) or higher certificate; or

(v) wat of 'n leerlingkontrak deur verloop van tyd ingevolge klousule 11 (4) of 'n tydperk van erkende leerlingskap deur verloop van tyd ingevolge klousule 11 (5) voltooi het en wat in 'n ambagstoets geslaag het;

moet in dié vorm wat die Raad van tyd tot tyd voorskryf, by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as vakman 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) Iemand wat nie in die kategorieë in paragraaf (a) bedoel, val nie, en wat om 'n registrasiesertifikaat as vakman aansoek wil doen, moet sodanige dokumentêre of sodanige praktiese bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat hy op 'n sertifikaat geregtig is.

(c) Die Raad moet 'n registrasiesertifikaat as vakman uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a) en kan na goeddunke 'n registrasiesertifikaat as vakman uitreik aan iemand in paragraaf (b) bedoel.

(4) *Registrasie van meestervakmanne.*—(a) Iemand van wie daar vereis word of wat toegelaat word om ambagsman se werk in die Nywerheid te verrig en wat—

(i) of—

(aa) 'n vakleerlingkontrak kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het; of

(ab) 'n opleidings tydperk kragtens die Wet op Mannekragopleiding, 1981, voltooi het of geag word dit te voltooi het en wat in die voorgeskrewe kwalifiserende ambagstoets geslaag het; of

(ac) aan wie 'n bevoegdheidssertifikaat kragtens artikel 27 (1) van die Wet op Mannekragopleiding, 1981, uitgereik is of geag word uitgereik te gewees het of 'n sertifikaat met die strekking dat hy geslaag het in 'n kwalifiserende ambagstoets kragtens artikel 13 (12), 28 (3) of 30 (6) (c) van genoemde Wet; of

(ad) wat 'n leerlingkontrak deur verloop van tyd ingevolge klousule 11 (4) voltooi het en in 'n ambagstoets geslaag het; en

(ii) aan wie 'n Nasionale Tegnieëse Sertifikaat, Deel II (N2) of 'n hoër sertifikaat uitgereik is; en

(iii) wat minstens drie jaar lank as vakman in enigeen van die ambagte aangewys kragtens die Wet op Mannekragopleiding, 1981, in die Bou-nywerheid werksaam was;

moet in dié vorm wat die Raad van tyd tot tyd voorskryf by die Raad aansoek doen om die uitreiking aan hom van 'n registrasiesertifikaat as meestervakman 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) Iemand wat nie in die kategorieë in paragraaf (a) bedoel, val nie en wat om 'n registrasiesertifikaat as meestervakman aansoek wil doen, moet sodanige dokumentêre of sodanige praktiese bewys aan die Raad voorlê as wat die Raad nodig ag om te bewys dat die aansoeker op 'n sertifikaat geregtig is.

(c) Die Raad moet 'n registrasiesertifikaat as meestervakman uitreik aan iemand wat voldoen aan die bepalings van paragraaf (a) en kan na goeddunke 'n registrasiesertifikaat as meestervakman uitreik aan iemand in paragraaf (b) bedoel.

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

(6) Geen werkgever mag iemand anders as vakleerling, kwekeling of werknemer vir wie lone in klousule 27 (1) (d) of (e) voorgeskrif word, in diens neem om ambagsman se werk te verrig nie, tensy so iemand '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 (2), (3) of (4), en in dié geval mag so 'n werknemer sonder 'n registrasiesertifikaat in diens geneem word vir hoogstens een maand vanaf die datum van sy aansoek by die Raad.

(7) Elke sertifikaat kragtens hierdie klousule uitgereik, moet deur die werkgever 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.

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

13. VERBODE INDIENSNEMING

(1) Geen werkgever mag toelaat dat 'n werknemer geskoolde werk verrig nie tensy sodanige persoon geregistreer is as 'n geskoolde werknemer, slegs-arbeid-kontraakteur of werkende werkgever.

(2) Geen werknemer mag geskoolde werk verrig nie tensy hy geregistreer is as 'n geskoolde werknemer, slegs-arbeid-kontraakteur of werkende werkgever.

(v) completed either a learnership contract by effluxion of time in terms of clause 11 (4) or a period of deemed learnership by effluxion of time in terms of clause 11 (5) and has passed a trade test;

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a craftsman 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) Any person who does not fall within the categories referred to in paragraph (a) shall, if desirous of applying for a certificate of registration as a craftsman, 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.

(c) The Council shall issue a certificate of registration as a craftsman to any person who complies with the provisions of paragraph (a), and may, in its discretion, issue a certificate of registration as a craftsman to a person referred to in paragraph (b).

(4) *Registration of master craftsmen.*—(a) Any person who is required or permitted to perform artisan's work in the Industry and who has—

(i) either—

(aa) completed or been deemed to have completed an apprenticeship contract in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(ab) completed or been deemed to have completed a period of training in terms of the Manpower Training Act, 1981, and has passed the prescribed qualifying trade test; or

(ac) been issued or been deemed to have been issued with a certificate of proficiency under section 27 (1) of the Manpower Training Act, 1981, or a certificate that he has passed a qualifying trade test under section 13 (12), 28 (3) or 30 (6) (c) of the said Act; or

(ad) completed a learnership contract by effluxion of time in terms of clause 11 (4) and has passed a trade test; and

(ii) been issued with a National Technical Certificate, Part II (N2) or a higher certificate; and

(iii) been employed in the Building Industry as a craftsman in any one of the trades designated under the Manpower Training Act, 1981, for at least three years;

shall apply to the Council, in such form as may be prescribed by the Council from time to time, for a certificate of registration as a master craftsman 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) Any person who does not fall within the categories referred to in paragraph (a) shall, if desirous of applying for a certificate of registration as a master craftsman, 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.

(c) The Council shall issue a certificate of registration as a master craftsman to any person who complies with the provisions of paragraph (a) and may, in its discretion, issue a certificate of registration as a master craftsman to a person referred to in paragraph (b).

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

(6) No employer shall employ any person, other than an apprentice, trainee or employee for whom wages are prescribed in clause 27 (1) (d) or (e), to perform artisan's work 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 (2), (3) or (4), 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.

(7) 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; and

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

(8) 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.

13. PROHIBITED EMPLOYMENT

(1) No employer shall permit an employee to perform skilled work unless such employee is registered as a skilled employee, labour-only contractor or working employer.

(2) No employee may perform skilled work unless he is registered as a skilled employee, labour-only contractor or working employer.

(3) Behoudens artikel 83 van die Wet en ondanks andersluidende bepalinge in hierdie Ooreenkoms, word geen bepaling wat 'n persoon verbied om 'n werksaamheid te verrig, geag 'n werkgever van sodanige persoon vry te stel van die betaling van die voorgeskrye lone en toelaes van 'n ambagsman wat hy sou moet betaal het en van die nakoming van die voorwaardes wat hy sou moet nagekom het indien die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie, en die werkgever bly aanspreeklik om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof die verrigting van daardie werksaamhede deur die betrokke persoon nie verbied was nie.

14. DIENSBEËINDIGING

(1) Geen kennisgewing van diensbeëindiging is nodig nie tensy die betrokke werknemer minstens drie agtereenvolgende dae by dieselfde werkgever in diens was.

(2) Behoudens—

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

(b) die bepalinge van 'n skriftelike ooreenkoms tussen die werkgever en die werknemer waarby 'n langer kennisgewingstermyn bepaal word as dié waarvoor hierin voorsiening gemaak word; of

(c) subklousule (4) (iii);

moet 'n werkgever wat die dienste van 'n werknemer wil beëindig en moet 'n werknemer wat sy diens by 'n werkgever wil beëindig, in die geval van 'n werknemer vir wie lone voorgeskryf word in klousule 27 (1) (g), (h), (i) of (j) minstens twee uur en in die geval van ander werknemers minstens een uur vooraf kennis van sodanige diensbeëindiging op enige werkdag aan die werkgever of die werknemer, na gelang van die geval, gee.

(3) Indien 'n werknemer ophou werk sonder om aan 'n werkgever die kennis te gee het soos voorgeskryf in subklousule (2), kan die werkgever van die loon wat sodanige werknemer toekom 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 4 betaalbaar is vir 'n tydperk wat gelyk is aan die tydperk van sodanige kennisgewing.

(4) Die minimum tydperk van sodanige kennisgewing loop vanaf die aanvang van die laaste twee uur of een uur, na gelang van die geval, voor die sluitingstyd op die dag ten opsigte waarvan daar kennis gegee word. Met dien verstande dat—

(i) 'n werkgever wat kennis gee aan 'n werknemer vir wie lone in klousule 27 (1) (g), (h), (i) of (j) voorgeskryf word, sodanige werknemer moet toelaat om sy gereedskap gedurende die minimum tydperk van sodanige kennisgewing in werkende orde te bring, maar hierdie bepaling is nie van toepassing in die geval van 'n werknemer wat minder as vyf dae gewerk het nie;

(ii) 'n werknemer wat aan 'n werkgever kennis gee, nogtans met die werk waarvoor hy in diens geneem is, moet voortgaan tot by die sluitingstyd, behalwe dat 'n werknemer in paragraaf (i) hierbo bedoel gedurende die minimum tydperk van sodanige kennisgewing toegelaat moet word om sy gereedskap in werkende orde te bring maar dat hy nogtans vir dié gedeelte van sodanige minimum tydperk wat nie vir hierdie doel nodig is nie, tot die sluitingstyd moet voortgaan met die werk waarvoor hy in diens geneem is;

(iii) 'n werknemer of werkgever wat vereis dat die loon wat verskuldig is, betaal moet word by die beëindiging van diens, op die gewone aanvangstyd van die dag van sodanige diensbeëindiging kennis van sy voorneme moet gee;

(iv) ingeval 'n werknemer of werkgever nie aan die derde voorbehoudsbepaling van hierdie subklousule voldoen nie, die loon wat hom toekom eers ná 12-uur middag op die daaropvolgende werkdag betaalbaar is.

C. WERKGEWERS

15. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgever in die Nywerheid moet binne sewe dae vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke nuwe werkgever moet binne sewe dae nadat hy tot die Nywerheid toegetree het, die Sekretaris van onderstaande gegewens voorsien:

(i) Sy volle naam en woonadres;

(ii) sy besigheidsadres, maar nie 'n posbusnommer nie;

(iii) die volledige titel of benaming waaronder sy besigheid gedryf word.

(b) Waar die werkgever 'n vennootskap of maatskappy is moet die inligting soos in paragraaf (a) vereis, aan die Sekretaris verstrek word ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris.

(c) Elke individuele werkgever, vennootskap of maatskappy moet—

(i) die Raad binne 14 dae skriftelik in kennis stel van alle veranderinge van titel, benaming, bestuur, vennote of adres van sodanige besigheid;

(ii) die Raad binne 14 dae skriftelik daarvan in kennis stel as hy sy bedrywighede in die Bounywerheid gestaak het.

(3) Subject to the provisions of section 83 of the Act and notwithstanding anything to the contrary in this Agreement, no provision which prohibits a person to perform an operation shall be deemed to relieve the employer of such a person from paying the prescribed wages and allowances of an artisan which he would have had to pay and observing the conditions which he would have had to observe had the performance of the particular operations by the person concerned not been prohibited, and the employer shall remain liable to pay such remuneration and observe such conditions as if the performance of the particular operations by the person concerned had not been prohibited.

14. TERMINATION OF EMPLOYMENT

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

(2) Subject to—

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

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

(c) the provisions of subclause (4) (iii);

an employer desirous of terminating the employment of an employee or an employee desirous of terminating an engagement with an employer shall give, in the case of employees for whom wages are prescribed in clause 27 (1) (g), (h), (i) or (j), not less than two hours' notice and in the case of other employees, not less than one hour's notice of such termination of employment to the employer or the employee, as the case may be, on any working day.

(3) Should an employee cease work without having given to an employer the notice prescribed in subclause (2), the employer may deduct from any wages in the process of accrual to such employee an amount equivalent to the wages payable in terms of clause 4 for a period equal to such notice.

(4) The minimum period of such notice shall become operative at the commencement of the last two hours or one hour, as the case may be, before finishing time on the day in respect of which notice is given: Provided that—

(i) an employer who gives notice to an employee for whom wages are prescribed in clause 27 (1) (g), (h), (i) or (j) shall allow such employee to put his tools in working order during the minimum period of such notice, except in the case of an employee who has worked for less than five days;

(ii) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged, save that an employee referred to in paragraph (i) above shall during the minimum period of such notice be allowed 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 such minimum period not required for this purpose;

(iii) an employee or employer who requires payment of wages due to be made on termination of employment shall give notice of such intention at the normal starting time on the day of such termination;

(iv) in the event of an employee or employer not complying with the third proviso of this subclause, payment of wages accrued shall not fall due until after noon on the succeeding working day.

C. EMPLOYERS

15. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Industry shall, within seven days of the date on which this Agreement comes into force, and every new employer shall, within seven days of entering the Industry, furnish to the secretary the following:

(i) His full name and residential address;

(ii) his business address, other than Post Office box number;

(iii) the full title or style under which his business is conducted.

(b) Where the employer is a partnership or company, the information as required in paragraph (a) shall be furnished to the Secretary in respect of every partner, director, manager or secretary.

(c) Every individual employer, partnership or company shall—

(i) notify the Council, in writing, within 14 days, of any change in the title, style, management, partners or address of such business;

(ii) give notice, in writing, to the Council, within 14 days, of ceasing operations in the Building Industry.

16. LOONWAARBORG

(1) Elke werkgever in die Nywerheid moet binne sewe dae vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke nuwe werkgever moet binne sewe dae nadat hy tot die Nywerheid toetree het, aan die Raad 'n waarborg voorlê wat vir die Raad aanvaarbaar is, om die betaling van ondergemelde ten opsigte van sy werknemers vir twee weke te dek, naamlik:

- (a) Lone, soos in klousule 27 voorgeskryf;
- (b) ander finansiële verpligtings waarvoor 'n werkgever kragtens hierdie Ooreenkoms aanspreeklik is;

Met dien verstande dat die minimum waarborg vir R500 moet wees.

(2) Die Raad het die bevoegdheid om te eniger tyd, maar hoogstens een maal elke ses maande, werkgever aan te sê om 'n opgawe in te dien, in dié vorm en op wyse deur die Raad voorgeskryf, wat die totale getal werknemers in diens in die verskillende kategorieë aantoon vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(3) (a) Waar 'n waarborg wat deur 'n werkgever ingedien word, na die mening van die Raad onvoldoende is om die betaling te dek wet in subklousule (2) bedoel word, moet die werkgever op versoek van die Raad die bedrag van sodanige waarborg verhoog tot 'n bedrag wat voldoende is om sodanige betaling te dek.

(b) Ingelyks moet die Raad 'n werkgever toelaat om die bedrag van sodanige waarborg te verminder waar 'n vermindering in die getal werknemers wat in diens is sodanige vermindering regverdig. Met dien verstande dat die bedrag van sodanige waarborg te gener tyd minder as R500 mag wees nie.

(4) Die Sekretaris moet die waarborg aan die betrokke werkgever terugstuur nadat die Raad ingevolge klousule 15 (1) (c) (ii) in kennis gestel is dat bouwerksaamhede gestaak is.

(5) Die Sekretaris moet 'n register byhou van alle werkgevers in subklousule (1) bedoel.

17. AANTEKENINGE WAT DEUR WERKGEWERS GEHOUD MOET WORD

(1) Artikel 57 (1) van die Wet wat voorskryf dat elke werkgever 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 alle regulasies 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 werkgever 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 minstens drie jaar lank deur die werkgever gehou word.

18. KOPIE VAN OOREENKOMSTE MOET DEUR WERKGEWERS BEWAAR WORD

(1) Die Raad moet een kopie van hierdie Ooreenkoms en van alle latere wysigings of verlenging daarvan kosteloos aan elke werkgever verskaf.

(2) Elke werkgever moet te alle tye 'n kopie van die Ooreenkoms op sy perseel beskikbaar hou en dit aan 'n werknemer beskikbaar stel wanneer dié werknemers daarom vra.

19. KENNISGEWINGBORD

(1) Elke werkgever 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 op materiaal van duursame aard, moet op sodanige bord voorkom:

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

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

D. VOORWAARDES BETREFFENDE SEKERE KLASSE WERK**20. SLEGS-ARBEID-KONTRAKTE**

(1) *Registrasie van slegs-arbeid-kontrakteurs.*—(a) Niemand mag as 'n slegs-arbeid-kontrakteur optree nie tensy hy ooreenkomstig klousule 15 by die Raad as werknemer geregistreer is.

(2) *Die aangaan van kontrakte en uitbesteding van werk op 'n slegs-arbeid grondslag.*—'n Werkgever mag slegs-arbeid-kontrakte aangaan en hy mag werk op 'n slegs-arbeid-grondslag uitbestede.

(3) *Spesiale voorwaardes met betrekking tot slegs-arbeid-kontrakte.*—'n Werkgever wat werk aan 'n slegs-arbeid-kontrakteur uitbestede en iemand wat as slegs-arbeid-kontrakteur optree, moet aan die bepalinge van hierdie Ooreenkoms voldoen by die uitvoering van elke slegs-arbeid-kontrak, en hy moet veral sy werknemers besoldig teen minstens die tariewe in klousule 27 voorgeskryf en hy moet seëls aan sy werknemers uitreik.

16. WAGE GUARANTEE

(1) Every employer in the Industry shall, within seven days of the date on which this Agreement comes into force, and every new employer shall, within seven days of his entering the Industry, lodge with the Council a guarantee acceptable to the Council, to cover the payment in respect of his employees of two weeks'—

- (a) wages as prescribed in clause 27;

- (b) other financial obligations for which an employer is liable in terms of this Agreement;

Provided that the minimum guarantee shall be for an amount of R500.

(2) The Council shall have the right at any time, but not more than once every six months, to call upon any employer to submit a return, in a form and manner prescribed by the Council, showing the total number of employees employed in the various categories for which wages are prescribed in this Agreement.

(3) (a) Where in the opinion of the Council the guarantee lodged by any employer is insufficient to cover the payment referred to in subclause (2), the employer shall on demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

(b) The Council shall likewise permit any employer to reduce the amount of such guarantee where a reduction in the number of employees employed warrants such a reduction: Provided that the amount of such guarantee shall at no time be less than R500.

(4) The Secretary shall return the guarantee to the employer concerned, after being notified in terms of clause 15 (1) (c) (ii) of the termination of building operations.

(5) The Secretary shall maintain a register of all employers referred to in subclause (1).

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. COPIES OF AGREEMENTS TO BE KEPT BY EMPLOYERS

(1) The Council shall furnish one copy of this Agreement and of any subsequent amendment or extension thereof to each employer free of charge.

(2) Every employer shall at all times keep a copy of the Agreement available on his premises and shall, when requested to do so by an employee, make it available to that employee.

19. NOTICE BOARD

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

D. CONDITIONS RELATING TO CERTAIN CLASSES OF WORK**20. LABOUR-ONLY CONTRACTS**

(1) *Registration of labour-only contractors.*—(a) No person shall operate as a labour-only contractor unless he is registered with the Council as an employer in accordance with the provisions of clause 15.

(2) *Undertaking of contracts and giving out of work on a labour-only basis by employers.*—An employer may undertake a labour-only contract and may give out work on a labour-only basis.

(3) *Special conditions relating to labour-only contracts.*—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 this Agreement in respect of the carrying out of any labour-only contract, and, in particular, shall remunerate his employees at not less than the rates prescribed in clause 27 and shall issue stamps to his employees.

21. 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.

22. AANSPORINGSKEMAS

(1) Ondanks klousule 21 en behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy geregtig sou gewees het kragtens klousules 27 tot en met 30 of kragtens 'n 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 mag 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 bepalinge van so 'n skema ooreen kan kom.

(3) Die bepalinge 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 ooreengekom het toe hulle so 'n ooreenkoms aangegaan het.

E. WERKURE**23. MAKSIMUM WERKURE**

(1) Die gewone werkure van werknemers mag hoogstens 45 per week van Maandag tot en met Vrydag of nege op 'n bepaalde dag beloop.

(2) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om langer as vyf uur sonder 'n ononderbroke pouse van minstens één uur te werk nie, en geen werknemer mag aldus sonder sodanige pouse werk nie.

(3) 'n Werkgewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur te werk: Met dien verstande egter dat geen werknemer meer as een skof in 'n tydperk van 24 uur mag werk nie behalwe op die voorwaardes in klousule 10 voorgeskryf.

(4) Geen werknemer mag, terwyl hy in diens van 'n werkgewer is, werk wat in hierdie Ooreenkoms beskryf word, buite die Nywerheid onderneem of verrig nie, hetsy vir besoldiging of nie, op die openbare vakansiedae en gedurende die jaarlikse verloftydperk in hierdie Ooreenkoms gemeld en buite die gewone werkure wat in subklousule (1) voorgeskryf word, behalwe dat sodanige werknemer werk vir homself alleen mag verrig.

(5) Hierdie klousule is nie op wagte van toepassing nie.

24. OORTYDWERK

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe aan noodwerk of op noodsaaklike dienste. Toestemming om oortydwerk op noodsaaklike dienste te verrig, moet vooraf skriftelik deur die werkgewer van die Raad verkry word. Indien daar van 'n werknemer vereis word om noodwerk te verrig, moet die werkgewer dit binne 48 uur vanaf die tyd waarop die noodtoestand ontstaan het, aan die Raad rapporteer.

(2) Die gewone werkure plus oortyd mag hoogstens 56 uur per week beloop.

25. SKOFWERK

(1) 'n Werkgewer kan werknemers in diens neem om twee of drie skofte gedurende 'n tydperk van 24 uur, uitgesonderd 'n Saterdag en 'n Sondag, te werk: Met dien verstande dat geen werknemer meer as een skof in 'n tydperk van 24 uur mag werk nie behalwe op die voorwaardes voorgeskryf in klousule 29: Voorts met dien verstande dat een van die skofte gewerk moet word in die tyd wat in klousule 23 (1) voorgeskryf word vir die klas of klasse werknemers daarin bedoel.

(2) Voordat 'n werkgewer 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.

26. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Jaarlikse verlof moet gedurende ondergenoemde tydperk (hierna die "jaarlikse verloftydperk" genoem) aan elke werknemer toegestaan en deur hom geneem word:

Tussen uitskeityd op Donderdag, 15 Desember 1983, en aanvangstyd op Maandag, 9 Januarie 1984.

(2) Gedurende die jaarlikse verloftydperk mag geen werkgewer van 'n werknemer vereis of hom toelaat om te werk nie en mag geen werknemer, werkgewer of werkende vennoot werk nie.

21. 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.

22. INCENTIVE SCHEMES

(1) Notwithstanding the provisions of clause 21 and subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 27 to 30 inclusive 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.

E. HOURS OF WORK**23. MAXIMUM HOURS OF WORK**

(1) The ordinary hours of work of employees shall not exceed 45 per week from Monday to Friday inclusive or nine on any one day.

(2) No employer shall require or allow an employee to work and no employee shall work for longer than five hours without observing an uninterrupted interval of at least one hour.

(3) An employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours except under the conditions prescribed in clause 10.

(4) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement, outside of the Industry, whether for remuneration or not, on the public holidays and during the annual leave period specified in this Agreement and outside the ordinary hours of work prescribed in subclause (1), save that such employee may perform work for himself only.

(5) The provisions of this clause shall not apply to watchmen.

24. OVERTIME

(1) An employer shall not require or allow an employee to work overtime except on emergency work or on essential services. Permission to work overtime on essential services shall first be obtained, in writing, by the employer from the Council. If the employee is required to perform emergency work, the employer shall report to the Council within 48 hours of the time such emergency has arisen.

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

25. 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 condition prescribed in clause 29: Provided further that one of the shifts shall be worked within the time prescribed in clause 23 (1) for the class or classes of employees therein referred to.

(2) An employer, before employing employees to work 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.

26. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) Every employee shall be granted and shall take annual leave during the following period (hereinafter referred to as the "annual leave period"):

Between finishing time on Thursday, 15 December 1983, and starting time on Monday, 9 January 1984.

(2) No employer shall require or permit an employee to work and no employee, employer or working partner shall perform any work during the annual leave period.

(3) (a) Benewens die vakansietydperk moet ses openbare vakansiedae aan werknemers toegestaan word, naamlik Stigtingsdag, Goeie Vrydag, Gesinsdag, Hemelvaartsdag, Republiekdag en Krugerdag.

(b) Elke werkgewer moet aan 'n wag, vir elke tydperk van 12 maande diens by hom, minstens 21 agtereenvolgende dae verlof met volle besoldiging toestaan. Die verlof moet toegestaan word binne vier maande na voltooiing van die 12 maande diens waarop dit betrekking het.

(c) 'n Wag wie se dienskontrak gedurende enige 12 maande diens eindig alvorens die verloftydperk in paragraaf (b) voorgeskryf vir daardie tydperk opgeloopt het, moet by beëindiging van diens en benewens alle ander besoldiging wat hom toekom, vir elke voltooide maand van sodanige diens tydperk, 'n bedrag van minstens 'n kwart van die weekloon wat hy onmiddellik voor die datum van sodanige diensbeëindiging ontvang het, betaal word.

F. BESOLDIGING

27. MINIMUM LOONSKALE

(1) Behoudens die oorblywende bepalings van hierdie klousule mag geen lone laer as dié hieronder, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

<i>Kategorie werknemer</i>	<i>Vanaf 1/11/83 Sent per uur</i>
(a) Algemene werkers	92
(b) Plafon- en afskortingswerkers, skrynwerkmonteers, vervaardigingswerkers, uitrustingsbedieners en waterdigtingswerkers	128
(c) Drywers:	
(i) Ligte motorvoertuig	119
(ii) Medium motorvoertuig	137
(iii) Swaar motorvoertuig	160
(iv) Ekstra swaar motorvoertuig	206
(d) Leerlingambagsmanne:	
(i) Eerste jaar	104
(ii) Tweede jaar	128
(iii) Derde jaar	164
(iv) Vierde jaar	237
(e) Kwekeling-bloklêers, -matinstalleerders en -vloerlêers:	
(i) Eerste jaar	128
(ii) Tweede jaar	167
(f) Wagte	R47,80 (per week)
(g) Ambagsman se assistente, bloklêers, matinstalleerders, vloerlêers, faktotums en masjienbedieners	237
(h) Ambagsmanne	334
(i) Vakmanne	375
(j) Meestervakmanne	418

(2) Ondanks subklousule (1) moet 'n werkgewer aan elk van ondergenoemde klasse werknemers in sy diens wat 'n volle week van minstens 45 gewone ure gewerk het of aanwesig of beskikbaar was om die gewone ure, soos vereis deur die werkgewer, te werk, 'n loon betaal van minstens:

<i>Kategorie werknemer</i>	<i>Vanaf 1/11/83 Sent per uur</i>
(a) Algemene werkers	103
(b) Plafon- en afskortingswerkers, skrynwerkmonteerder, vervaardigingswerkers, uitrustingsbedieners en waterdigtingswerkers	140
(c) Drywers:	
(i) Ligte motorvoertuig	128
(ii) Medium motorvoertuig	148
(iii) Swaar motorvoertuig	173
(iv) Ekstra swaar motorvoertuig	215
(d) Leerling-ambagsmanne:	
(i) Eerste jaar	115
(ii) Tweede jaar	140
(iii) Derde jaar	177
(iv) Vierde jaar	252
(e) Kwekeling-bloklêers, -matinstalleerders, en -vloerlêers:	
(i) Eerste jaar	140
(ii) Tweede jaar	177
(f) Wagte	R47,80 (per week)

Met dien verstande dat—

- die lone in hierdie paragraaf voorgeskryf, ten opsigte van 'n sesdaagse week, bestaande uit ses skofte van hoogstens 12 uur per skof, moet wees;
- ingeval 'n kleiner aantal skofte gewerk word as dié in voorbehoudsbepaling (i), voorgeskryf, die tarief per week pro rata verminder kan word.

(3) (a) In addition to the holiday period, employees shall be granted six public holidays, namely, Founders' Day, Good Friday, Family Day, Ascension Day, Republic Day, and Kruger Day.

(b) Every employer shall grant a watchman, in respect of each period of 12 months' employment with him, not less than 21 consecutive days' leave on full pay. The leave shall be granted within four months of the completion of the 12 months' employment to which it relates.

(c) A watchman whose contract of employment terminates during any 12 months of employment before the period of leave prescribed in paragraph (b) in respect of that period has accrued, shall, upon termination, and in addition to any other remuneration which may be due to him, be paid, in respect of each completed month of such period of employment, an amount of not less than one-fourth of the weekly wage he was receiving immediately prior to the date of such termination.

F. REMUNERATION

27. MINIMUM WAGE RATES

(1) Subject to the remaining provisions of this clause, no employer shall pay and no employee shall accept wages at a lower rate than the following:

<i>Category of employee</i>	<i>From 1/11/83 Cent per hour</i>
(a) General workers	92
(b) Ceiling and partition workers, joinery assemblers, manufacturing workers, plant operators and waterproofing workers	128
(c) Drivers:	
(i) Light motor vehicle	119
(ii) Medium motor vehicle	137
(iii) Heavy motor vehicle	160
(iv) Extra heavy motor vehicle	206
(d) Learner artisans:	
(i) First year	104
(ii) Second year	128
(iii) Third year	164
(iv) Fourth year	237
(e) Trainee blocklayers, carpet fitters and floorlayers:	
(i) First year	128
(ii) Second year	167
(f) Watchmen	R47,80 (per week)
(g) Artisan's assistants, blocklayers, carpet fitters, floor layers, handymen and machine operators	237
(h) Artisans	334
(i) Craftmen	375
(j) Master craftsmen	418

(2) Notwithstanding the provisions of subclause (1), an employer shall pay to each of the undermentioned classes of employees in his employ who has worked a full week of not less than 45 ordinary hours or who has been present and available to work the ordinary hours as required by his employer a wage of not less than:

<i>Category of employee</i>	<i>From 1/11/83 Cent per hour</i>
(a) General workers	103
(b) Ceiling and partition workers, joinery assemblers, manufacturing workers, plant operators and waterproofing workers	140
(c) Drivers:	
(i) Light motor vehicle	128
(ii) Medium motor vehicle	148
(iii) Heavy motor vehicle	173
(iv) Extra heavy motor vehicle	215
(d) Learner artisans:	
(i) First year	115
(ii) Second year	140
(iii) Third year	177
(iv) Fourth year	252
(e) Trainee block layers, carpet fitters and floor layers:	
(i) First year	140
(ii) Second year	177
(f) Watchmen	R47,80 (per week)

Provided that—

- the wages prescribed in this paragraph shall be in respect of a six-day week comprising six shifts not exceeding 12 hours per shift;
- in the event of a lesser number of shifts being worked than that prescribed in proviso (i) the rate per week may be reduced *pro rata*.

(g) Ambagsman se assistente, bloklêers, matinstalleerders, vloerlêers, faktotums en masjienbedieners	252
(h) Ambagsmanne	353
(i) Vakmanne	397
(j) Meestervakmanne	441

Met dien verstande dat as daar in 'n bepaalde week 'n vakansiedag met besoldiging voorkom of 'n werknemer se diens in 'n week begin of eindig of hy met magtiging van die werk afwesig is dit nie die werknemer se reg op sodanige hoër loon mag raak nie.

28. DIFFERENSIËLE LOONSKALE

'n Werknemer wat op 'n bepaalde dag altesaam meer as een uur twee of meer klasse werk verrig waarvoor daar in klousule 27 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.

29. BETALING VIR OORTYDWERK

(1) 'n Werknemer van wie daar vereis word of wat toegelaat word om langer te werk as die ure wat in klousule 23 voorgeskryf word, moet soos volg besoldig word:

(a) Ten opsigte van oortyd wat tot 'n uur duur en daagliks tussen Maandag tot en met Vrydag gewerk word—

(i) in die geval van vakleerlinge: Een en 'n tiende maal hul uurloon;

(ii) in die geval van ander werknemers: Hul uurloon plus die Vakansiefondsbetaling wat vir die betrokke klas werknemer in klousule 27 (1) voorgeskryf word;

(b) ten opsigte van elke uur of gedeelte van 'n uur daagliks tussen Maandag tot en met Vrydag gewerk wat langer is as een uur oortydwerk: Een en 'n kwart maal die werknemer se uurloon;

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

(i) op Saterdag: Een en 'n derde maal die werknemer se uurloon;

(ii) op Sondag en tot 07h30 op Maandag: Dubbel die werknemer se uurloon;

(iii) op 'n openbare vakansiedag wat in klousule 26 (3) (a) voorgeskryf word of gedurende die jaarlikse verloftydperk: Een en 'n derde maal sy uurloon.

(2) Hierdie klousule is nie op wagne van toepassing nie: Met dien verstande dat indien daar van 'n wag vereis word om op die sewende dag van 'n week te werk, hy dubbel sy uurloon betaal moet word vir elke uur of gedeelte van 'n uur wat hy op sodanige sewende dag gewerk het.

30. BETALING VIR GEVAARLIKE WERK

(1) Benewens die loon in klousule 27 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 of op vanaf 'n hangsteier of bootsmanstoel of op 'n dak of 'n skuiflêer, 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.

31. VAKANSIEBESOLDIGING

(1) Betaling ten opsigte van die openbare vakansiedae wat buite die vakansietydperk val, moet in daardie week se besoldiging ingesluit word teen die betrokke werknemer se uurloon asof hy daardie dag gewerk het.

(2) *Absenteïsme—openbare vakansiedae.*—'n Werknemer wat afwesig is van sy werk—

(a) sonder sy werkgever se toestemming; en/of

(b) as gevolg van siekte sonder dat hy in staat is om 'n mediese sertifikaat te toon; en/of

(c) om 'n ander rede wat nie deur die Raad as geldig beskou word nie; op die werkdag onmiddellik voor of na 'n openbare vakansiedag met besoldiging in subklousule (3) bedoel, is nie op betaling vir sodanige dag/e geregtig nie;

(d) Betaling ten opsigte van die vakansietydperk en die openbare vakansiedae wat daarin val, moet ooreenkomstig subklousule (3) geskied.

(g) Artisan's assistants, blocklayers, carpet fitters, floor layers, handymen and machine operators	252
(h) Artisans	353
(i) Craftmen	397
(j) Master craftsmen	441

Provided that the occurrence of a paid holiday or the commencement or termination of employment of an employee during any week or authorised absence from work shall not affect the employee's right to such higher rate.

28. 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 27, shall be paid at the rate of the higher or highest wage for all the hours worked on that day.

29. PAYMENT FOR OVERTIME

(1) Any employee who is required or permitted to work any time in excess of the hours prescribed in clause 23 shall be paid—

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

(i) in the case of apprentices: One and one tenth times their hourly wage;

(ii) in the case of other employees: Their hourly wage plus the Holiday Fund payment prescribed for the class of employee concerned in clause 27 (1);

(b) in respect of each hour or part of an hour worked in excess of one hour overtime daily between Monday and Friday inclusive; One and a quarter times the employee's hourly wage;

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

(i) on Saturday: One and a third times the employee's hourly wage;

(ii) on Sunday and until 07h30 on Monday: Double the employee's hourly wage;

(iii) on a public holiday prescribed in clause 26 (3) (a) or during the annual leave period: One and a third times his hourly wage.

(2) The provisions of this clause shall not apply to watchmen: Provided that should a watchman be required to work on the seventh day of a week, he shall be paid double his hourly rate in respect of every hour or part of an hour worked on such seventh day.

30. PAYMENT FOR DANGEROUS WORK

(1) In addition to the wage prescribed in clause 27, 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-law or in any regulations relating to the Building Industry and operative in any area in which such work is performed;

(b) performed at a height of more than 9 m from ground level 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.

31. HOLIDAY PAY

(1) Payment in respect of public holidays which fall outside the holiday period shall be included in that week's pay at the respective employee's rate of pay as if he had worked on that day.

(2) *Absenteeism—public holidays.*—An employee who absents himself—

(a) without his employer's permission; and/or

(b) due to illness without being able to produce a medical certificate; and/or

(c) for any other reason not considered valid by the Council;

on the working day immediately before or after a paid public holiday referred to in subclause (3) shall not be entitled to payment for such day(s).

(d) Payment in respect of the holiday period and the public holidays which fall within that period shall be made in accordance with the provisions of subclause (3).

(3) 'n Werkgewer moet—

(a) ten opsigte van die vakansietydperk aan elke vakleerling in sy diens op die laaste betaaldag vóór die aanvang van die vakansietydperk, drie weke se besoldiging betaal en ten opsigte van elkeen van die openbare vakansiedae in subklousule (3) (a) (i) van klousule 26 vermeld, minstens één dag se besoldiging: Met dien verstande dat, in die geval van vakleerlinge wie se dienskontrak beëindig, word vóór die laaste betaaldag vóór die aanvang van die vakansietydperk, die werkgewer aan sodanige vakleerlinge 'n bedrag moet betaal van minstens een kwart van die weekloon ten opsigte van elke voltooide maand diens gedurende die jaar wat sodanige vakansietydperk voorafgaan;

(b) weekliks aan ondergenoemde klasse werknemers die bedrae hieronder gemeld, betaal ten opsigte van hoogstens 45 uur per week, ongeag of sodanige tyd teen gewone of oortydтарыewe gewerk is:

Kategorie werknemer	Per uur
c	
(a) Algemene werkers	8
(b) Plafon- en afskortingswerkers, skrynwermonteerders, vervaardigingswerkers, uitrustingsbedieners en waterdigtingswerkers	11
(c) Drywers:	
(i) Ligte motorvoertuig	10
(ii) Medium motorvoertuig	12
(iii) Swaar motorvoertuig	13
(iv) Ekstra-swaar motorvoertuig	17
(d) Leerlingambagsmanne:	
(i) Eerste jaar	9
(ii) Tweede jaar	11
(iii) Derde jaar	14
(iv) Vierde jaar	20
(e) Kwekeling-bloklêers, -matinstalleerders en -vloerlêers:	
(i) Eerste jaar	11
(ii) Tweede jaar	14
(f) Wagte	—
(g) Ambagsman se assistente, bloklêers, matinstalleerders, vloerlêers, faktotums en masjienbedieners	20
(h) Ambagsmanne	27
(i) Vakmanne	31
(j) Meestervakmanne	34

(c) op elke betaaldag die volgende bedrae aftrek van die besoldiging verskuldig aan sy werknemers van ondergenoemde klasse wat gedurende daardie week minstens drie volle dae vir hom gewerk het: Met dien verstande dat indien 'n werknemer gedurende dieselfde week vir twee of meer werkgewers gewerk het, die aftrekking vir daardie week gedoen moet word deur die werkgewer by wie hy die eerste vir minstens drie volle dae in diens was:

Kategorie werknemer	Per week
R	
(a) Algemene werkers	5,11
(b) Plafon- en afskortingswerkers, skrynwermonteerders, vervaardigingswerkers, uitrustingsbedieners en waterdigtingswerkers	5,07
(c) Drywers:	
(i) Ligte motorvoertuig	5,07
(ii) Medium motorvoertuig	8,07
(iii) Swaar motorvoertuig	8,07
(iv) Ekstra-swaar motorvoertuig	8,07
(d) Leerling-ambagsmanne:	
(i) Eerste jaar	5,07
(ii) Tweede jaar	5,07
(iii) Derde jaar	8,07
(iv) Vierde jaar	9,68
(e) Kwekeling-bloklêers, -matinstalleerders en -vloerlêers:	
(i) Eerste jaar	5,07
(ii) Tweede jaar	8,07
(f) Wagte	—
(g) Ambagsman se assistente, bloklêers, matinstalleerders, vloerlêers, faktotums en masjienbedieners	9,68
(h) Ambagsmanne	14,68
(i) Vakmanne	14,68
(j) Meestervakmanne	15,68

Die bedrae wat ooreenkomstig hierdie paragraaf afgetrek word, moet weekliks aan die Raad betaal word.

(4) Die bedrae wat ingevolge subklousule (3) aan die Raad betaal moet word, kan, op versoek van die werknemer, verhoog word. 'n Werkgewer het die reg om sodanige vrywillige aftrekkings van spaargeld, wat in hoeveelhede van R1 moet wees, van die werknemer se besoldiging af te trek.

(3) An employer shall—

(a) in respect of the holiday period, pay to each apprentice in his employ on the last pay-day prior to the commencement of the holiday period, three weeks' remuneration and in respect of each of the public holidays specified in subclause (3) (a) (i) of clause 26, not less than one day's remuneration: Provided that in the case of apprentices whose contracts of employment are terminated prior to the last pay-day preceding the commencement of the holiday period, the employer shall pay such apprentices an amount of not less than one fourth of the weekly wage in respect of each completed month of employment during the year preceding such holiday;

(b) pay weekly to employees of the undermentioned classes, the amounts as set out hereunder in respect of not more than 45 hours per week, irrespective of whether such time was worked at ordinary or overtime rates:

Category of employee	Per hour
c	
(a) General workers	8
(b) Ceiling and partition workers, joinery assemblers, manufacturing workers, plant operators and waterproofing workers	11
(c) Drivers:	
(i) Light motor vehicle	10
(ii) Medium motor vehicle	12
(iii) Heavy motor vehicle	13
(iv) Extra heavy motor vehicle	17
(d) Learner Artisans:	
(i) First year	9
(ii) Second year	11
(iii) Third year	14
(iv) Fourth year	20
(e) Trainee block layers, carpet fitters and floorlayers:	
(i) First year	11
(ii) Second year	14
(f) Watchmen	—
(g) Artisan's assistants, block layers, carpet fitters, floor layers, handymen and machine operators	20
(h) Artisans	27
(i) Craftmen	31
(j) Master craftsmen	34

(c) on each pay-day deduct the following amounts from the remuneration due to his employees of the undermentioned classes who have worked for him for not less than three full days during that week: Provided that where an employee has worked for two or more employers during the same week, the deduction for that week shall be made by the employer by whom he was first employed for not less than three full days:

Category of employee	Per week
R	
(a) General workers	5,11
(b) Ceiling and partition workers, joinery assemblers, manufacturing workers, plant operators and waterproofing workers	5,07
(c) Drivers:	
(i) Light motor vehicle	5,07
(ii) Medium motor vehicle	8,07
(iii) Heavy motor vehicle	8,07
(iv) Extra Heavy motor vehicle	8,07
(d) Learner artisans:	
(i) First year	5,07
(ii) Second year	5,07
(iii) Third year	8,07
(iv) Fourth year	9,68
(e) Trainee block layers, carpet fitters and floor layers:	
(i) First year	5,07
(ii) Second year	8,07
(f) Watchmen	—
(g) Artisan's assistants, block layers, carpet fitters, floor layers, handymen and machine operators	9,68
(h) Artisans	14,68
(i) Craftmen	14,68
(j) Master craftsmen	15,68

The amounts deducted in terms of this paragraph shall be paid weekly to the Council.

(4) The amounts which are to be paid to the Council in terms of subclause (3) may, at the request of the employee, be increased. An employer shall have the right to deduct such voluntary savings, which shall be in denominations of R1, from the employee's remuneration.

32. 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, weekliks in kontant betaal word en wel voor of op 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 werkgever en die werknemer daartoe ooreengekom het en die werkgever die Raad skriftelik in kennis gestel het van sodanige verandering;

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

(2) Elke werkgever 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 werkgever, die naam van die werknemer en die datum waarop die week geëindig het, gemeld word, en voorts moet daar of op die voorkant van die koevert of op 'n afsonderlike staat daarin ingesluit, breedvoerig gemeld word hoe die bruto besoldiging bereken is, watter bedrae daarvan afgetrek is en wat die netto besoldiging is wat die koevert bevat. Sodanige koevert en ook die staat daarin ingesluit, bly die eiendom van die werknemer.

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

(a) Die bedrae in klousules 31 (3) (c), 39 (1), 41 (2) (a), 42 (3) (b), 43 (1), 47 (1) en 48 (1) bedoel;

(b) die bedrag wat 'n werkgever regtens of ingevolge of kragtens 'n bevel van 'n bevoegde hof moet of mag maak;

(c) bedrae deur die werknemer aangevra.

G. TERREINREËLINGS EN -GERIEWE**33. SKULING TEEN NAT WEER**

'n Werkgever moet, waar moontlik, op alle terreine waar bouwerk aan die gang is, 'n geskikte onderdak verskaf waar werknemer skulping kan vind wanneer dit reën.

34. BERGING EN VERSKAFFING VAN GEREEDSKAP

(1) 'n Geskikte plek moet deur die werkgever by alle werkplekke verskaf word om gereedskap in toe te sluit. Hierdie bepaling geld nie vir stukwerk nie. Vir die toepassing van hierdie subklousule beteken "stukwerk" werk wat nie langer as drie werkdade duur nie.

(2) Werkgewers moet slypstene vir die skerpmaak van gereedskap verskaf. Waar slypstene by die werk verskaf word, moet daar aan timmermans en skrynwerkers voldoende tyd en geleentheid gegee word om hul gereedskap voor hul diensbeëindiging in orde te bring.

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

(a) timmermans: Alle klemme, handskroewe, lymkwaste, moersleutels, koevoete, awegare en bore langer as 30 cm en alle hamers swaarder as 1 800 g en alle sae vir die saag van geriffelde asbes en ander materiaal wat net so hard is;

(b) klipmesselaars en klipkappers:

(i) Gereedskap vir die bewerking van graniet of harde klip, en kloue;

(ii) geskikte afdakke vir klipkappers, met 'n dak wat minstens 3 m hoog is; hierdie bepaling is nie op klein werksies op bouterreine van toepassing nie;

(iii) 'n werknemer om alle gereedskap skerp te maak;

(c) verwers en plakkers: Alle gereedskap, uitgesonderd stopverf-messe, stoffers en plakkerskwaste en -skêre;

(d) pleistersaars: Daghaborde en steiers van 'n geskikte hoogte, rollers, reihoute en spesiale gereedskap vir granolietwerk;

(e) loodgieters en gasaanleërs:

(i) Masjiene wat in die werkwinkel of by die werk gebruik word;

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

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

(iv) pypsnijgereedskap en skroewe;

(v) spesiale swaar kalfaatysters en konkas (vuurkonkas);

(vi) metaalpotte en groot gietlepel;

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

(viii) soldeeroute en blaaslampe;

(ix) vyle en ystersaaglemme;

(x) drewels met 'n diameter van meer as 5 cm;

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

(xii) plaatmetaalwerkershamers en swaar klophamers;

(xiii) ponse, hol en solied, met 'n diameter van meer as 6 mm;

(xiv) moersleutels en tange wat langer as 30 cm is.

35. LATRINES

Werkgewers moet op alle werkplekke behoorlike sanitêre geriewe ooreenkomstig die vereistes van die plaaslike owerheid verskaf.

32. PAYMENT OF REMUNERATION

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

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

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

(2) Every employer shall pay the 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 and 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 31 (3) (c), 39 (1), 41 (2) (a), 42 (3) (b), 43 (1), 47 (1) and 48 (1);

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

(c) any deduction at the request of the employee.

G. SITE ARRANGEMENTS AND AMENITIES**33. WET WEATHER SHELTER**

At any site where building operations are being carried on, an employer shall, wherever possible, provide suitable accommodation in which employees may take shelter during wet weather.

34. STORAGE AND PROVISION FOR TOOLS

(1) A suitable place shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobbing. For the purposes of this subclause, "jobbing" means a job of not more than three working days' duration.

(2) Employers shall supply grindstones for sharpening tools. Where grindstones are provided on the job, suitable time and facilities shall be granted to carpenters and joiners prior to termination of employment to put their tools in order.

(3) Employers shall provide in the case of—

(a) carpenters: All cramps, handscrews, glue brushes, wrenches, crowbars, augers and bits over 30 cm long, and all hammers over 1 800 g and all saws for cutting corrugated asbestos and other materials of similar hardness;

(b) masons and stonecutters:

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

(ii) a suitable shed for stonecutters, the roof of which must not be less than 3 m high. This rule shall not apply to small jobs on building sites;

(iii) an employee to sharpen tools;

(c) painters and paperhangers: All tools except putty knives, dusters and paperhanger's brushes and scissors;

(d) plasterers: Daghabords and stands of suitable height, rollers, straight edges and special granolithic tools;

(e) plumbers and gasfitters:

(i) Machines used in shop or on job;

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

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

(iv) pipe cutting tools and vices;

(v) special heavy caulking irons and pots (fire pots);

(vi) metal pots and large ladles;

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

(viii) soldering irons and blowlamps;

(ix) files and hacksaw blades;

(x) mandrills over 5 cm in diameter;

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

(xii) sheet metal worker's mallets and heavy dressers;

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

(xiv) wrenches and tongs over 30 cm in length.

35. LATRINES

Proper sanitary accommodation in conformity with the local authority requirements shall be provided by employers on all jobs.

H. VEILIGHEIDSMATREËLS**36. EERSTEHULPUTRUSTING**

(1) (a) Werkgewers wat werksaamhede verrig in 'n fabriek of by bou- of uitgrawingswerk waar daar 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 100 persone werksaam is, moet 'n bykomende kissie vir elke bykomende 100 persone verskaf word. Die getal eerstehulpkissies moet bereken word volgens die grootste getal persone wat op 'n bepaalde tyd in diens is en 'n breuk van 100 moet as 100 bereken word. Waar die persone in skofte werk, moet die berekening geskied volgens die grootste getal werksaam op 'n bepaalde tyd. Waar daar meer as 100 persone in diens is, moet daar '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.

(2) In alle fabriekke, op persele waar masjinerie gebruik word, of by bou- of uitgrawingswerk waar daar meer as 100 persone werksaam is, moet 'n bykomende kissie vir elke bykomende 100 persone verskaf word. Die getal eerstehulpkissies moet bereken word volgens die grootste getal persone wat op 'n bepaalde tyd in diens is en 'n breuk van 100 moet as 100 bereken word. Waar die persone in skofte werk, moet die berekening geskied volgens die grootste getal werksaam op 'n bepaalde tyd. Waar daar meer as 100 persone in diens is, moet daar '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 benodighede bevat wat geskik is volgens die aard van die werksaamhede wat verrig word.

(4) Niks anders as toestelle en benodighede vir eerstehulp mag in die eerstehulpkissie gehou word nie.

(5) Elke eerstehulpkissie moet gehou word op 'n plek wat, in geval van 'n ongeluk, geradikale toeganglik is, en daar moet minstens een sodanige kissie op elke verdieping van 'n gebou wees indien die Raad dit vereis.

(6) Behalwe waar daar minder as 10 persone werk, moet elke eerstehulpkissie onder die toesig van 'n verantwoordelike persoon geplaas word wat gedurende werke geradikale 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 kissie verantwoordelik is.

(7) Elke werkgewer moet al die nodige stappe doen om te verseker—

(a) dat hy dadelik verwittig word van 'n ongeluk wat plaasvind op sy perseel of ten opsigte van masjinerie wat aan hom behoort of onder sy toesig is, of op persele waar hy bou- of uitgrawingswerk verrig; en

(b) dat beseerde te alle tye stiptelik eerstehulpbehandeling en sodanige verdere mediese aandag verkry as wat nodig is.

37. BETON- EN KLIPWERK

(1) *Betonwerk.*—'n Werkgewer moet iemand in diens neem wat ooreenkomstig die omskrywing van "toesig" toegelaat word om toesig te hou en wat voortdurend in diens moet wees terwyl beton in vorms gegooi word, en dit moet die enigste plig van dié werknemer wees om toesig te hou oor ander persone wat hierdie soort werk doen.

(2) *Klipwerk.*—(a) 'n Werkgewer mag niemand anders as 'n klipmessaal in diens neem as bediener van 'n klipdraai- of 'n skaafmasjiene of 'n diamant- of karborundumsaag nie.

(b) 'n Werkgewer mag niemand anders as 'n gekwalifiseerde klipmessaal in diens neem vir werk wat gewoonlik deur klipmessaalers verrig word nie.

(c) 'n Werkgewer moet 'n klipmessaal 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 klipmessaalers minder as 1,8 m van mekaar af is nie, en hy mag ook nie toelaat dat stof gedurende werke met uitlaat- of ander lug afgeblaas word nie.

(e) Alle haakse of bekapt 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 klippers verskaf. Met dien verstande dat hierdie paragraaf nie op klein werke op bouterreine van toepassing is nie.

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

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

(ii) binne 27,5 m van 'n klipmessaal af wat besig is om klip te kap;

tensy toereikende beskerming verskaf word vir werknemers wat in die nabijheid van genoemde duntermasjiene werk.

H. SAFETY MEASURES**36. 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 or 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.

(7) Every employer shall take all steps required to ensure—

(a) that he is notified immediately of any accident occurring on his premises or in respect of any machinery belonging to him or under his supervision, or on premises where he is performing building or excavation work; and

(b) that injured persons shall at all times receive prompt first-aid treatment and such further medical attention as may be necessary.

37. CONCRETE AND STONE WORK

(1) *Concrete work.*—An employer shall employ a person who, in terms of the definition of "supervision", is permitted to supervise, and 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 mason.

(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—

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

(ii) within 27,5 m of any mason whilst cutting stones;

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

(h) '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 laër 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 laër 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, afgewerk of gedeeltelik afgewerk is vir oprigting in 'n bepaalde gebou gebruik nie tensy dit aldus gemerk of gestempel is.

I. FONDSE EN DIE BEHEER DAAROO

38. ADMINISTRASIE VAN EN BEHEER OOR FONDSE

(1) Die Fondse moet geadminestreer word ooreenkomstig reëls wat vir dié doel deur die Raad voorgeskryf word, en sodanige reëls mag nie onbestaanbaar met die bepalinge van hierdie Ooreenkoms, die Wet, of 'n ander wet wees nie, en moet onder andere die volgende voorskryf:

- (a) Die Fondse se bystand en die kwalifikasies daaraan verbonde;
- (b) die prosedure vir die indiening en betaling van eise;
- (c) ander sake waarvoor die Raad besluit.

(2) Die Raad kan te eniger tyd nuwe reëls opstel of bestaande reëls wysig of intrek. Afskrifte van die Fondse se reëls wat van krag is en besonderhede van alle wysigings daarvan moet by die Direkteur-generaal van Mannekrag ingedien word.

(3) Die Raad moet 'n sekretaris aanstel wat as die sekretaris van die Fondse bekend staan, en dié ander personeel wat nodig is vir die behoorlike administrasie van die Fondse.

(4) Die Komitee kan enige of alle bystand weier en/of weerhou van 'n lid en/of sy afhanklikes wat, na die Komitee se mening, op 'n wyse opgetree het wat bereken was om die belange van die Fondse of hul lede te benadeel of wat dit na alle waarskynlikheid kan benadeel: Met dien verstande dat aan sodanige lid die geleentheid gebied moet word om by die Raad, wie se beslissing finaal is, appell aan te teken teen die beslissing van die Komitee.

(5) Geskille betreffende die uitleg, betekenis of bedoeling van enigeen van die bepalinge van hierdie Ooreenkoms of rakende die administrasie van die Fondse wat die Komitee nie kan besleg nie, moet vir 'n beslissing na die Raad verwys word.

(6) Die lede van die Bestuurskomitee, die sekretaris, beamptes en werknemers van die Fondse is nie aanspreeklik vir die skulde van die Fondse nie en hulle word hierby deur die Fondse gevrywaar teen alle eise wat teen hulle ingestel mag word by of in verband met die bona fide-uitvoering van hul pligte.

(7) Alle uitgawes wat aangegaan word in verband met die administrasie van die Fondse kom ten laste van die Fondse.

39. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer ondergemelde bedraë aftrek van die lone van sy werknemers, uitgesonderd van dié van vakleerlinge:

	Per week c
Werknemers vir wie lone voorgeskryf word in—	
(a) klousule 27 (1) (a).....	2
(b) klousule 27 (1) (b), (c), (d) en (e).....	4
(c) klousule 27 (1) (g), (h), (i) en (j).....	10

en by die bedraë aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg: Met dien verstande dat hierdie klousule nie van toepassing is op 'n werknemer wat minder as drie volle dae in 'n bepaalde week vir dieselfde werkgewer gewerk het nie. Die totale bedrag moet weekliks aan die Raad betaal word.

(2) Die Raad kan na goeddunke die bedraë in subklousule (1) bedoel insluit in 'n ander seël of bewys wat hy van tyd tot tyd besluit om in gebruik te neem.

40. VAKANSIEFONDSE VAN DIE BOUNYWERHEID, KIMBERLEY

(1) Die bedraë wat ingevolge klousule 31 (3) (c) aan die Raad betaal word, moet deur die Raad gehou word ten behoeve van die betrokke werknemers en moet gestort word in 'n fonds wat bekend staan as die "Vakansiefonds van die Bounywerheid" (hierna die "Vakansiefonds" genoem). Die Raad moet aan die werkgewers seëls uitreik vir alle bedraë aldus betaal.

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

I. FUNDS AND CONTROL THEREOF

38. ADMINISTRATION AND CONTROL OF FUNDS

(1) The Funds shall be administered in accordance with rules prescribed for the purpose by the Council, and such rules shall not be inconsistent with the provisions of this Agreement, the Act or any other law and shall, *inter alia*, prescribe—

- (a) the Funds' benefits and the qualifications attached thereto;
- (b) the procedure for lodging and payment of claims;
- (c) any other matters which the Council may decide.

(2) The council may at any time make new rules, alter or repeal any existing rules. Copies of the Funds' rules in force and particulars of all amendments thereto shall be lodged with the Director-General of Manpower.

(3) The Council shall appoint a secretary who shall be known as the secretary of the Fund, and such other staff as may be necessary for the proper administration of the Funds.

(4) 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 Funds or their 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.

(5) Any disputes concerning the interpretation, meaning or intention of any of the provisions of this Agreement or concerning the administration of the Funds which the Committee is unable to settle, shall be referred to the Council for decision.

(6) The members of the Management Committee, the secretary, officers and employees of the Funds shall not be liable for the debts of the Funds and they are hereby indemnified by the Funds against all claims which may be instituted against them in or about the bona fide discharge of their duties.

(7) All expenses incurred in connection with the administration of the Funds shall be a charge against the Funds.

39. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council, every employer shall deduct the following amounts from the wages of his employees, other than apprentices:

	Per week c
Employees for whom wages are prescribed in—	
(a) clause 27 (1) (a).....	2
(b) clause 27 (1) (b), (c), (d) and (e).....	4
(c) clause 27 (1) (g), (h), (i) and (j).....	10

and to the amounts so deducted, the employer shall contribute an equal amount: Provided that the provisions of this clause shall not apply in respect of an employee who has worked for the same employer for less than three full days in any one week. The total amount shall be paid to the Council weekly.

(2) The Council may in its discretion include the amounts referred to in subclause (1) in any other stamp or voucher which it may from time to time decide to introduce.

40. BUILDING INDUSTRY HOLIDAY FUND, KIMBERLEY

(1) The amounts paid to the Council in terms of clause 31 (3) (c) shall be retained by the Council on behalf of the employees concerned and shall be paid into a fund known as the "Building Industry Holiday Fund" (hereinafter referred to as the "Holiday Fund"). The Council shall issue to the employers stamps for all amounts so paid.

(2) Die werkgewer moet ten opsigte van die bedrag wat hy ingevolge klousule 31 (3) (c) aan die Raad betaal, aan elkeen van die betrokke werknemers op elke betaaldag seëls ter waarde van sodanige bydraes en aftrekkings uitreik, en sodanige seëls moet deur hom geroep word met sy naam en die datum, en elke werknemer moet sodanige seëls inplak in 'n bydraeboek wat van die Sekretaris verkry en deur die betrokke werknemer bewaar moet word.

Die werkgewer moet by die Raad om 'n bydraeboek aansoek doen op 'n vorm wat van die Raad verkry moet word en wat hy moet invul deur die werknemer se volle naam, adres en beroep in te skryf en sy handtekening daarop aan te bring.

(3) Die seëls in subklousule (2) bedoel, moet weekliks deur die werkgewer van die Raad verkry word. Daar moet jaarliks, en wel nie later nie as ses maande vanaf 15 Desember, aansoek om sodanige terugbetaling van sodanige ongebruikte seëls gedoen word, en alle bedrae wat nie binne genoemde tydperk van ses maande opgeëis word nie val aan die algemene fondse van die Raad toe.

(4) Elke werknemer moet jaarliks, wanneer hy daartoe aangesê word, sy bydraeboek by die Sekretaris inruil vir 'n kwitansiekaart, en die Raad moet die bedrag vasstel, wat aan die werknemer verskuldig is ooreenkomstig die waarde van die seëls wat in sy bydraeboek geplak is, en die betrokke bedrag aan die werknemer betaal voor of op die dag voor die aanvang van die jaarlikse verloftydperk. Die bedrag moet betaal word per tjek ten gunste van die werknemer, en geen order of magtiging vir betaling aan 'n ander persoon mag uitgereik of verleen word nie.

(5) Die Raad is nie aanspreeklik vir betaling ten opsigte van seëls wat ooreenkomstig subklousule (2) aan werknemers uitgereik is, nie, tensy sodanige seëls geplak is in 'n bydraeboek wat by die Raad bewaar word.

(6) Geen werknemer is daarop geregtig om vóór die datum in subklousule (4) bedoel, betaling van die waarde van die seëls wat hy ontvang het, van die Raad te eis nie. In die geval van die dood van 'n werknemer, moet die bedrag wat uit die Vakansiefonds aan hom verskuldig is, aan sy boedel betaal word wanneer sy bydraeboek by die Raad ingelewer word.

(7) Die Raad moet alle bedrae wat deur hom gehou word en waarmee die Vakansiefonds gekrediteer is, van tyd tot tyd by 'n bank of bouvereniging op vaste deposito of as onmiddellik opdraagbaar belê, en alle rente op sodanige beleggings is die uitsluitlike eiendom van die Raad en kom die Raad toe as vergoeding vir die administrasie van die Vakansiefonds.

Geen werkgewer of werknemer het enige aanspraak op sodanige rente nie, en nie een van hulle is aanspreeklik vir enige bydrae tot die uitgawes verbonde aan die administrasie van die Vakansiefonds, nie.

(8) Die bydraeboeke en seëls wat aan werknemers uitgereik word, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie. Seëls wat 'n persoon op 'n ander manier verkry as ooreenkomstig hierdie Ooreenkoms kan deur die Raad gekonfiskeer word ten bate van die Raad se algemene fondse.

(9) 'n Openbare rekenmeester of openbare rekenmeesters, wie se besolging deur die Raad vasgestel moet word, moet jaarliks deur die Raad aangestel word en moet die rekenings van die Vakansiefonds minstens een maal elke jaar, en wel voor of op 31 Desember elke jaar, ouditeer en 'n staat opstel wat die volgende toon:

(a) Alle geld ontvang—

(i) ooreenkomstig klousule 31 (3) (c) hiervan;

(ii) uit alle ander bronne (indien daar is); en

(b) die uitgawes aangegaan onder alle hoofde gedurende die 12 maande geëindig die vorige 31 Oktober, tesame met 'n balansstaat wat die bates en laste van die Vakansiefonds op daardie datum toon.

Juiste kopieë van die geouditeerde staat en die balansstaat, gesertifiseer deur die ouditeer en medeonderteken deur die Voorsitter van die Raad, en van alle verslae daaroor deur die ouditeer, moet daarna op die kantoor van die Raad ter insae lê. Gewaarmerkte kopieë van die staat, balansstaat en ouditeursverslag moet so gou moontlik maar nie later nie as drie maande na die sluiting van die tydperk wat deur sodanige staat, balansstaat en ouditeursverslag gedek word, aan die Direkteur-generaal van Mannekrag gestuur word.

(10) (a) Indien hierdie Ooreenkoms weens tydverloop verstryk of ingevolge artikel 48 (5) van die Wet ingetrek word en nie binne 12 maande vanaf sodanige verstryking of intrekking vir 'n verdere tydperk geldig verklaar word nie of as dit vervang word deur 'n nuwe ooreenkoms wat voorsiening maak vir die voortsetting van die Vakansiefonds, moet die Vakansiefonds gelikwidier word tensy die Raad dit oordra na 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die Vakansiefonds in die lewe geroep is.

(b) By likwidasie van die Vakansiefonds ooreenkomstig paragraaf (a) moet die geld wat na betaling van alle eise teen die Vakansiefonds, met inbegrip van administrasie- en likwidasiekoste, in die krediet van die Vakansiefonds staan, in die algemene fondse van die Raad gestort word.

(c) Ingeval die Raad gedurende die geldigheidstermyn van hierdie Ooreenkoms ontbind word of ophou om te funksioneer, kan die Nywerheids-registrateur 'n komitee aanstel wat uit ewe veel werkgewers en werknemers in die Nywerheid bestaan, om die Vakansiefonds te administreer, en sodanige Komitee het, vir die doel van die Vakansiefonds, die bevoegdhede van die Raad. Indien die Komitee nie daartoe in staat is nie of onwillig is om sy pligte uit te voer of indien hy te staan kom voor 'n dooie punt wat die

(2) The employer shall in respect of the amount paid by him to the Council in terms of clause 31 (3) (c) issue to each of the employees concerned on each pay-day stamps cancelled by him with his name and the date, to the value of such contributions and deductions, and each employee shall affix such stamps in a contribution book to be obtained from the Secretary and retained by him.

Application for a contribution book shall be made by the employer on a form to be obtained from the Council and completed by the employer, setting out the employee's full name, address and occupation and bearing the employer's signature.

(3) The stamps referred to in subclause (2) shall be obtained by the employer from the Council weekly. An application for refund of any unused stamps shall be made annually not later than six months from 15 December and any such amount not claimed within the said period of six months shall accrue to the general funds of the Council.

(4) Every employee shall deposit his contribution book with the Secretary annually when called upon in exchange for a receipt card and the Council shall ascertain the amount due to the employee as reflected by the value of the stamps affixed in his contribution book, and pay to the employee the amount in question at a date not later than the day prior to the commencement of the annual leave period. Payment shall be made by cheque in favour of the employee and no order or authority for payment to any other person shall be made.

(5) The Council shall not be liable to make payment in respect of any stamps issued to employees in terms of subclause (2) unless such stamps are affixed in a contribution book deposited with the Council.

(6) No employee shall, before the date mentioned in subclause (4), be entitled to claim payment from the Council of the value of any stamps received by him. In the event of the death of an employee, the amount due to him from the Holiday Fund shall be paid into his estate on the contribution book being lodged with the Council.

(7) Any amounts held by the Council to the credit of the Holiday Fund shall be invested by the Council from time to time on fixed deposit or on call with a bank or building society, and any interest accruing from such investments shall be the sole property of the Council as recompense for administration of the Holiday Fund.

No employer or employee shall have any claim in respect of such interest and neither shall they be responsible for any contribution towards the expenses of administering the Holiday Fund.

(8) The contribution books and stamps issued to employees are not transferable and cannot be ceded or pledged. Stamps acquired by any person otherwise than in terms of this Agreement may be confiscated by the Council for the benefit of the Council's general fund.

(9) A public accountant or public accountants, whose remuneration shall be fixed by the Council, shall be appointed annually by the Council and shall audit the accounts of the Holiday Fund at least once annually and not later than 31 December in each year prepare a statement showing—

(a) all moneys received—

(i) in terms of clause 31 (3) (c);

(ii) from other sources, if any; and

(b) expenditure incurred under all headings during the 12 months ended 31 October preceding together with the balance sheet showing the assets and liabilities of the Holiday Fund as at that date.

True copies of the audited statement and balance sheet, certified by the auditor and countersigned by the Chairman of the Council, and of any report made by the auditor thereon, shall thereafter lie for inspection at the offices of the Council. Certified copies of the statement, balance sheet and auditor's report shall as soon as possible, but not later than three months after the close of the period covered by such statement, balance sheet and auditor's report be transmitted to the Director-General of Manpower.

(10) (a) Should this Agreement expire by effluxion of time or be cancelled in terms of section 48 (5) of the Act and not within 12 months of such expiration or cancellation be declared effective for a further period or be superseded by a new agreement providing for the continuation of the Holiday Fund, the Holiday Fund shall be liquidated unless transferred by the Council to any other fund constituted for the same purpose as that for which the Holiday Fund was created.

(b) On liquidation of the Holiday Fund in terms of paragraph (a), the moneys remaining to the credit of the Holiday Fund after payment of all claims against it, including administration and liquidation expenses, shall be paid into the general funds of the Council.

(c) In the event of the dissolution of the Council or in the event of its ceasing to function during the currency of this Agreement, the Industrial Registrar may appoint a committee consisting of an equal number of employers and employees in the Industry to administer the Holiday Fund, and such Committee shall possess the powers of the Council for the purpose of the Holiday Fund. Should the Committee be unable or unwilling to discharge its duties or should a deadlock arise thereon which renders the

administrasie van die Vakansiefonds deur die Komitee 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 hierdie doel al die bevoegdhede van die Komitee. By verstryking van die Ooreenkoms moet die Komitee wat kragtens hierdie paragraaf funksioneer, of die trustee of trustees, na gelang van die geval, die Vakansiefonds likwiede op die manier soos voorgeskryf in paragraaf (b) van hierdie subklousule: Met dien verstande dat, indien die sake van die Raad by verstryking van die Ooreenkoms alreeds gelikwiede en sy bates verdeel is, daar ná betaling van alle eise teen die Vakansiefonds, met inbegrip van die administrasie- en likwidasiestekste, met die onbestede geld van die Vakansiefonds ooreenkomstig artikel 34 (4) van die Wet gehandel moet word asof sodanige geld deel van die Raad se algemene fondse uitmaak.

(11) *Onopgeëiste verlofbesoldiging.*—(a) Indien 'n werknemer versuim om sy verlofbesoldiging te eis binne 'n tydperk van ses maande vanaf die datum waarop die jaarlikse verloftydperk 'n aanvang neem, verbeur hy die verlofbesoldiging aan hom verskuldig en val dit aan die algemene en/of bystandsfonds van die Raad toe. Die Raad moet egter oorweging skenk aan alle eise om betaling van aan hom voorgelê word na verstryking van genoemde tydperk en kan na goeë dunks betaling daarvan magtig.

41. BYSTANDSFONDS VIR AMBAGSMANNE

Die Bystandsfonds vir die Bounywerheid, Kimberley (hierna die "Bystandsfonds" genoem) wat by Goewermentskennisgewing R. 2252 van 8 Desember 1972 ingestel is, word hierby voortgesit.

(1) *Lidmaatskap.*—Lidmaatskap van die Bystandsfonds is verpligtend vir alle werknemers vir wie lone in klousule 27 (1) (g), (h), (i) en (j) voorgeskryf word.

(2) *Bydraes.*—(a) Elke werkgever moet R1,90 per week aftrek van die loon van elk van sy werknemers op wie hierdie klousule van toepassing is, en 'n gelyke bedrag by hierdie bedrag voeg, wat die totale bydrae op R3,80 per week te staan bring.

(b) Geen bydrae moet gedoen word namens 'n werknemer wat minder as drie volle dae in 'n bepaalde week vir 'n werkgever gewerk het nie.

(c) Waar 'n werknemer vir twee of meer werkgevers in 'n bepaalde week gewerk het, moet die bydrae vir daardie week gedoen word deur die werkgever vir wie sodanige werknemer eerste minstens drie volle dae in daardie week gewerk het.

(d) Die bedrae in paragraaf (b) bedoel, moet voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is aan die Raad betaal word. In ruil vir hierdie bedrae ontvang 'n werkgever van die Raad 'n seël wat met die werkgever se naam en die datum gerokeer en aan die betrokke werknemer elke week in sy betaalboek uitgereik moet word.

(e) Elke werknemer moet sodanige seël onmiddellik in sy bydraeboek plak wat deur hom bewaar moet word.

(f) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet elke werknemer onmiddellik sy bydraeboek inhandig aan die Raad wat 'n kwitansie daarvoor moet uitreik.

(g) Geen bydraeboek mag meer as 49 seëls bevat nie, en ingeval daar meer as 49 seëls in is, moet die res deur die Raad gekonfiskeer word en die waarde daarvan in die algemene fondse van die Raad gestort word. Seëls is nie oordraagbaar nie en mag nie gesedeer of op watter wyse ook al verpand word nie.

(h) Die Raad kan na goeë dunks die seël in hierdie klousule bedoel, kombineer met enige ander seëls wat hy van tyd tot tyd in gebruik neem.

(3) *Kwalifikasie vir bystand.*—Ten einde vir bystand ooreenkomstig die Bystandsfonds te kwalifiseer, moet 'n lid—

(a) vir siekte- of ongeluksbystand—

(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het minstens 16 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 12 maande gemaak moes gewees het;

(ii) nie in staat gewees het om sy ambag minstens drie dae weens siekte of 'n ongeluk uit te oefen nie;

(b) vir die verlies van gereedskap—

(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het minstens 16 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 12 maande gemaak moes gewees het;

(ii) dit verloor het as gevolg van brand terwyl dit in 'n geskikte toesluitplek gebêre was;

(c) vir mediese bystand—

(i) gedurende die 20 maande onmiddellik voordat die eis ontstaan het minstens 26 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het, waarvan minstens een bydrae gedurende die laaste 12 maande gemaak moes gewees het;

(ii) die nodige aansoekvorm ingevul het wat besonderhede van alle afhanklikes weerspieël ingevul het;

(iii) die eis ingedien het binne drie maande nadat dit ontstaan het; en

(iv) verseker dat al die nodige gespesifiseerde mediese en/of aptekersrekenings, gestaaf deur voorskrifte, die eisvorm vergesel.

administration of the Holiday Fund by the Committee 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 the purpose. On the expiration of the Agreement, the Holiday Fund shall be liquidated by the Committee functioning in terms of this paragraph, or by the trustee or trustees, as the case may be, in the manner set forth in paragraph (b) of this subclause: Provided that if upon the expiration of the Agreement the affairs of the Council have already been wound up and its assets distributed, the unexpended moneys of the Holiday Fund, after all claims against it, including administration and liquidation expenses, have been met, shall be disposed of in accordance with the provisions of section 34 (4) of the Act as though they formed part of the Council's general funds.

(11) *Unclaimed leave pay.*—(a) Should an employee fail to claim his leave pay within a period of six months from the date on which the annual leave period commences, the leave pay due to such employee shall become forfeit and shall accrue to the Council's general and/or benefit funds. The Council, however, shall consider all claims for payment lodged after the expiration of the said period and may in its discretion authorise payment thereof.

41. BENEFIT FUND FOR ARTISANS

The Benefit Fund for the Building Industry, Kimberley (hereinafter referred to as the "Benefit Fund"), established under Government Notice R. 2252 of 8 December 1972, is hereby continued.

(1) *Membership.*—Membership of the Benefit Fund shall be compulsory for all employees for whom wages are prescribed in clause 27 (1) (g), (h), (i) and (j).

(2) *Contributions.*—(a) Every employer shall deduct from the wages of each of his employees to whom this clause applies an amount of R1,90 per week and to this amount add a like amount, thus making a total contribution of R3,80 per week.

(b) No contribution shall be made in respect of an employee who has worked for an employer for less than three full days in any one week.

(c) Where an employee works for two or more employers in any one week the payment for that week shall be made by the employer for whom such employee first worked for not less than three full days in that week.

(d) The amounts referred to in paragraph (b) shall be paid to the Council not later than the Friday following the pay-week in respect of which the contributions are due. In exchange for these amounts an employer shall receive from the Council a stamp which shall be cancelled with the employer's name and date and issued to the employee concerned in his pay envelope each week.

(e) Every employee shall immediately affix such stamp in his contribution book, which shall be retained by him.

(f) Every employee shall immediately after the last pay-day in October each year hand his contribution book in to the Council, who shall issue a receipt therefor.

(g) No contribution book shall contain more than 49 stamps and should more be affixed therein the excess shall be confiscated by the Council and the value thereof applied to the general funds of the Council. Stamps are not transferable and cannot be ceded or pledged in any way whatsoever.

(h) The Council may in its discretion combine the stamp referred to in this clause with any other stamps which it may from time to time introduce.

(3) *Qualification for benefit.*—In order to qualify for benefits under the Benefit Fund, a member shall—

(a) for sickness or accident benefits—

(i) have made at least 16 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 12 months;

(ii) have been unable to pursue his occupation due to sickness or accident for at least three days;

(b) for loss of tools—

(i) have made at least 16 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 12 months;

(ii) have lost them through fire whilst stored in a suitable lock-up;

(c) for medical benefit—

(i) have made at least 26 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 12 months;

(ii) have completed the necessary application form reflecting details of all dependants;

(iii) have submitted the claim within three months of the claim arising; and

(iv) ensure that all necessary detailed medical accounts and/or chemist accounts supported by prescriptions accompany the claim form.

(4) *Bystand betaalbaar*.—Die doel met die Bystandsfonds is om die lid te vergoed vir verlies van verdienste veroorsaak deur siekte of ongeluk, permanente ongeskiktheid en verlies van gereedskap en om mediese bystand te verskaf.

(a) *Siekte of ongeluk*.—'n Lid wat weens siekte of ongeluk van die werk afwesig is en wat nie deur sy werkgever vir sodanige tydperk van afwesigheid betaal word nie, is geregtig op betaling uit die Bystandsfonds teen R15 per dag vir 'n maksimum van 45 dae per jaar. Met dien verstande dat—

(i) geen vergoeding betaalbaar is nie indien afwesigheid van die werk minder as drie dae geduur het. As die afwesigheid langer as drie dae geduur het, loop die bystand op vanaf die aanvang van die siekteverlof;

(ii) 'n lid wat bystand vir 45 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie tensy bydraes namens hom vir minstens 16 weke tot die Fonds gedoen is na ontvangs van die bystand;

(iii) geen bystand kragtens die Ongevallewet opeisbaar is nie;

(iv) die siekte of ongeluk nie deur die lid se eie wangedrag of moedswillige nalatigheid veroorsaak is nie;

(b) *Permanente ongeskiktheid*.—(i) As die bystand wat kragtens paragraaf (a) aan 'n lid verskuldig was, uitgeput raak, en 'n mediese praktisyn sertifiseer dat die lid na sy mening permanent ongeskik is om sy ambag uit te oefen, kan sodanige lid om permanente ongeskiktheidsbystand aansoek doen.

(ii) Die betaling van bystand ingevolge hierdie paragraaf is onderworpe aan die goeddunke van die Bestuurskomitee.

(iii) Die bystand moet hoogstens R300 per jaar beloop en is betaalbaar vir hoogstens drie jaar ten opsigte van elke lid.

(c) *Verlies van gereedskap weens brand*.—As gereedskap weens brand verlore raak of beskadig word, kan die lid tot 'n maksimum van R150 eis.

(d) *Medies*.—As 'n lid mediese onkoste aangaan, kan hy in 'n kalenderjaar bystand eis van hoogstens R1 000 per lid. Met dien verstande dat bystand nie ten opsigte van die volgende betaalbaar is nie:

(i) Eise wat ontstaan deur die lid se eie wangedrag of nalatigheid;

(ii) eise wat ontstaan en waarvoor vergoeding kragtens die Ongevallewet, 1941, of uit 'n ander bron betaalbaar is;

(iii) eise wat ontstaan uit siekte, abnormaliteit of swaakteit waaraan 'n lid of sy afhanklike gely het op die datum waarop lidmaatskap 'n aanvang geneem het;

(iv) vakansies met die doel om aan te sterk;

(v) eise wat medies nie noodsaaklik is nie, met inbegrip van plastiese chirurgie, of om skoonheids- of soortgelyke redes;

(vi) die verskaffing van brille, kunstande, kunsledemate of kunstoelette;

(vii) nie voorgeskrewe of patentmedisyne;

(viii) die koste vir die dienste van spesialiste na wie die lid nie deur 'n algemene praktisyn verwys is nie;

(ix) eise wat ontstaan vanweë onluste, stakings, burgerlike oproer of oorlog;

(x) reistoelae; en

(xi) 20 persent van die koste van alle medisyne voorberei deur aptekers of geneeshere.

(5) *Administrasie van die Fonds*.—(a) Die Bystandsfonds word geadmistreer deur 'n Bestuurskomitee wat deur die Raad aangestel word en wat maandeliks of tweemaandeliks moet vergader.

(b) Die Bestuurskomitee bestaan uit een lid aangestel deur die werkgeversorganisasie en een lid aangestel deur die vakvereniging.

(c) Klousule 40 (9) is *mutatis mutandis* van toepassing op die Bystandsfonds.

(d) Die administrasiekoste verbonde aan die Bystandsfonds word deur die Bystandsfonds gedra.

(e) As die Bestuurskomitee nie tot 'n beslissing kan geraak nie, moet die saak na die Raad verwys word wie se beslissing finaal is.

(6) *Algemene bepalings*.—(a) Geen betalings word kragtens hierdie klousule gedoen nie as die aansoeker versuim om die Bestuurskomitee te voorsien van alle toepaslike inligting wat die Komitee vereis.

(b) As die bedrag in die krediet van die Bystandsfonds te eniger tyd benede R500 daal, moet uitbetalings opgeskort word nie hervat word nie voordat die bedrag in die krediet van die Bystandsfonds meer as R2 500 is nie.

(c) 'n Paneel van goedgekeurde geneeshere moet deur die Raad aangestel word en geen mediese sertifikaat is aanvaarbaar nie tensy dit deur een van sodanige paneel van geneeshere uitgereik word.

(7) *Vrywaring*.—Die lede van die Bestuurskomitee en die beamptes en werknemers van die Bystandsfonds is nie aanspreeklik vir skulde en verpligtings van die Bystandsfonds nie, en hulle word hierby, deur die Bystandsfonds gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hulle pligte.

(4) *Benefits payable*.—The objects of the Benefit Fund shall be to compensate members for loss of earnings caused through sickness or accident, permanent disability and loss of tools and to provide medical benefits.

(a) *Sickness or accident*.—A member who is absent from work due to sickness or accident and who is not paid by his employer for the period of such absence, shall be entitled to payment from the Benefit Fund at a rate of R15 per day for a maximum of 45 days per year. Provided that—

(i) no compensation is payable if the duration of absence from work is less than three days. If the duration of absence is more than three days then the benefit will accrue from the beginning of the sick leave;

(ii) a member who has received benefits for 45 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Benefit Fund for at least 16 weeks subsequent to the receipt of the benefits;

(iii) no benefits are claimable under the Workmen's Compensation Act;

(iv) the sickness or accident was not caused by the member's own misconduct or wilful negligence.

(b) *Permanent disability*.—(i) If, after the benefits due to a member under paragraph (a) have been exhausted, a medical practitioner certifies that, in his opinion, the member is permanently incapable of working at his trade, such member may apply for permanent disability benefits.

(ii) the payment of benefits under this paragraph is subject to the discretion of the Management Committee.

(iii) Benefits shall not exceed R300 per annum and shall not be payable for more than three years in respect of any member.

(c) *Loss of tools through fire*.—If tools are lost or damaged through fire, members may claim up to a maximum of R150.

(d) *Medical*.—If a member incurs medical expenses he may claim benefits which shall not in any one calendar year exceed R1 000 per member. Provided that benefits shall not be payable in respect of the following:

(i) Claims arising through the member's own misconduct or negligence;

(ii) claims arising which are compensable in terms of the Workmen's Compensation Act, 1941, or from any other source;

(iii) claims arising from any disease, abnormality or infirmity from which the member or his dependant was suffering at the date of commencement of membership;

(iv) holidays for recuperating purposes;

(v) claims not medically essential, including plastic surgery or for cosmetic or similar reasons;

(vi) supply of spectacles, false teeth, artificial limbs or appliances;

(vii) unprescribed or patent medicines;

(viii) cost of specialists' services not referred by a general practitioner;

(ix) claims arising through riot, strike, civil commotion or war;

(x) travelling expenses; and

(xi) 20 per cent of the cost of all medicines dispensed by chemists or doctors.

(5) *Administration of the Fund*.—(a) The Benefit Fund shall be administered by a management committee appointed by the Council which shall meet monthly or bi-monthly.

(b) The Management Committee shall consist of one member appointed by the employers' organisation and one member appointed by the trade union.

(c) The provisions of clause 40 (9) shall *mutatis mutandis* apply to the benefit Fund.

(d) The administrative cost of running the Benefit Fund shall be borne by the Benefit Fund.

(e) If the Management Committee cannot reach a decision, the matter shall be referred to the Council whose decision shall be final.

(6) *General provisions*.—(a) No payment shall be made under this clause if the applicant fails to supply the Management Committee with any relevant information which the Committee may require.

(b) If at any time the amount to the credit of the Benefit Fund drops below R500 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Benefit Fund exceeds R2 500.

(c) A panel of approved doctors shall be appointed by the Council and no medical certificates will be acceptable unless issued by one of such panel of doctors.

(7) *Indemnity*.—The members of the Management Committee and the officers and employees of the Benefit Fund shall not be liable for any debts and liabilities of the Benefit Fund and they are hereby indemnified by the Benefit Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(8) *Likwidasie*.—(a) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk en daar binne 12 maande vanaf sodanige verstryking geen latere ooreenkoms beding word met die doel om die Bystandsfonds voort te sit nie, of indien die Bystandsfonds nie binne sodanige tydperk deur die raad oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die Bystandsfonds oorspronklik ingestel is nie, moet die Bystandsfonds kragtens paragraaf (c) gelikwedeer word deur die Bestuurskomitee wat op daardie tydstop funksioneer. Gedurende die genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds soos hierbo vermeld, moet die Bystandsfonds geadmineer word deur die Bestuurskomitee wat op daardie tydstop funksioneer.

(b) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Bystandsfonds steeds geadmineer word deur die Bestuurskomitee wat op daardie tydstop funksioneer. Vakatures wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewer- en werknemerverteenwoordigers in die Komitee te verseker. Ingeval die Bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom of as daar 'n dooie punt daarin ontstaan wat die administrasie van die Bystandsfonds na die mening van die Registrator onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Bestuurskomitee uit te voer, en vir sodanige doel besit sodanige trustee of trustees al die bevoegdhede van die Komitee.

Ingeval daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Bystandsfonds gelikwedeer word deur die Bestuurskomitee of die trustee of trustees, na gelang van die geval, ooreenkomstig paragraaf (c). As die sake van die Raad by die verval van die Ooreenkoms reeds beredder en sy bates verdeel is, moet die saldo van die Bystandsfonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(c) By die likwidasie van die Bystandsfonds kragtens paragraaf (a) of (b) en nadat alle krediteure, administrasie- en likwidasielaste betaal is, moet daar soos volg beskik word oor die geld wat in die krediet van die Bystandsfonds staan:

(i) Twee vyfdes aan die werkgewersorganisasie wat in die Raad verteenwoordig was op die datum waarop dit ontbind het of toe die Ooreenkoms verstryk het, naamlik op die vroegste datum, in verhouding tot die getal volwaardige lede wat aan sodanige organisasie op die datum van likwidasie behoort het;

(ii) twee vyfdes aan die vakvereniging wat in die Raad verteenwoordig was op die datum waarop dit ontbind het, of toe die Ooreenkoms verstryk het, naamlik op die vroegste datum, en dié geld moet onder sodanige vakvereniging verdeel word in verhouding tot die lidmaatskap van sodanige vakvereniging op die datum van likwidasie, en die uitdrukking "lidmaatskap" is beperk tot daardie lede wat deur hierdie Ooreenkoms gedek was;

(iii) een vyfde aan die Registrator wat daarvoor kragtens artikel 34 (4) (c) van die Wet moet beskik.

42. BYSTANDSFONDS VIR NIE-AMBAGSMANNE

(1) Die Bystandsfonds vir Nie-Ambagsmanne in die Bounywerheid, Kimberley (in hierdie klousule die "Fonds" genoem) wat ingestel is by Goewermentskennissgewing R. 1974 van 1 November 1974, word hierby voortgesit.

(2) *Lidmaatskap*.—Lidmaatskap van die Fonds is verpligtend vir alle werknemers vir wie lone in klousule 27 (1) (a), (b), (c), (d) en (e) voorskryf word.

(3) *Bydraes*.—(a) Die bates van die Fonds word verkry deur 'n gesamentlike bydrae deur werkgewers en werknemers.

(b) Elke werkgewer moet 10c per week aftrek van die loon van elk van sy werknemers in subklousule (2) bedoel, en by dié bedrag moet hy 'n bedrag van 60c per week voeg, wat die totale bydrae op 70c per week te staan bring.

(c) Geen bydrae moet gedoen word namens 'n werknemer wat minder as drie volle dae in 'n bepaalde week vir 'n werkgewer gewerk het nie.

(d) Waar 'n werknemer vir twee of meer werkgewers in 'n bepaalde week gewerk het, moet die bydrae vir daardie week gedoen word deur die werkgewer vir wie sodanige werknemer eerste minstens drie volle dae in daardie week gewerk het.

(e) Die bedrae in paragraaf (b) bedoel, moet voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is aan die Raad betaal word. In ruil vir hierdie bedrae moet 'n werkgewer van die Raad 'n seël ontvang wat met die werkgewer se naam en die datum geroeër en elke week aan die betrokke werknemer in sy betaalboek uitgereik moet word.

(f) Elke werknemer moet sodanige seël onmiddellik in sy bydraeboek plak wat deur hom bewaar moet word.

(g) Onmiddellik na die laaste betaaldag in Oktober elke jaar moet elke werknemer onmiddellik sy bydraeboek inhandig aan die Raad wat 'n kwitantie daarvoor moet uitreik.

(8) *Liquidation*.—(a) Upon the expiry of this Agreement or any extension thereof and no subsequent agreement being negotiated for the purpose of continuing the Benefit Fund within 12 months from the date of such expiry or the Benefit Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the Benefit Fund was originally created, the Benefit Fund shall be liquidated by the Management Committee in office at the time, in terms of paragraph (c). The Benefit Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above, be administered by the Management Committee in office at the time.

(b) 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 Benefit Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Management Committee being unable or unwilling to discharge its duties, or a deadlock arising thereon, which renders the administration of the Benefit Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Management Committee and such trustee or trustees shall possess all the powers of the Committee for such purpose.

If upon the expiry of this Agreement there is no Council in existence, the Benefit Fund shall be liquidated by the Management Committee or the trustee or trustees, as the case may be, in accordance with the provisions of paragraph (c). 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 Benefit Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(c) Upon liquidation of the Benefit Fund in terms of paragraph (a) or (b), and after all creditors, administration and liquidation expenses have been paid, the moneys standing to the credit of the Benefit Fund shall be disposed of as follows:

(i) Two fifths to the employers' organisation represented on the Council at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, in proportion to the number of members in benefit belonging to such organisation as at the date of liquidation;

(ii) two fifths to the trade union represented on the Council as at the date of its dissolution, or the expiry of the Agreement, whichever is the earlier, to be divided amongst such trade unions in proportion to the membership of such union as at the date of liquidation, the expression "membership" being limited to those members who were covered by this Agreement;

(iii) one fifth to be paid to the Registrar to be disposed of by him in terms of section 34 (4) (c) of the Act.

42. BENEFIT FUND FOR NON-ARTISANS

(1) The Benefit Fund for Non-Artisans in the Building Industry, Kimberley (in this clause referred to as the "Fund"), established under Government Notice R. 1974 of 1 November 1974, is hereby continued.

(2) *Membership*.—Membership of the Fund shall be compulsory for all employees for whom wages are prescribed in clause 27 (1) (a), (b), (c), (d) and (e).

(3) *Contributions*.—(a) The moneys of the Fund shall be acquired by means of a combined contribution by employers and employees.

(b) Every employer shall deduct from the wages of each of his employees referred to in subclause (2) an amount of 10c per week and to this amount add an amount of 60c per week, thus making a total of 70c per week.

(c) No contribution shall be made in respect of an employee who has worked for an employer for less than three full days in any one week.

(d) Where an employee works for two or more employers in any one week the payment for that week shall be made by the employer for whom such employee first worked for not less than three full days in that week.

(e) The amounts referred to in paragraph (b) shall be paid to the Council not later than the Friday following the pay-week in respect of which the contributions are due. In exchange for these amounts an employer shall receive from the Council a stamp which shall be cancelled with the employer's name and date and issued to the employee concerned in his pay envelope each week.

(f) Every employee shall immediately affix such stamp in his contribution book which shall be retained by him.

(g) Every employee shall immediately after the last pay-day in October each year hand his contribution book in to the Council who shall issue a receipt therefor.

(h) Geen bydraeboek mag meer as 49 seëls bevat nie, en ingeval daar meer as 49 seëls in is, moet die res deur die Raad gekonfiskeer word en die waarde daarvan in die algemene fondse van die Raad gestort word. Seëls is nie oordraagbaar nie en mag nie gesedeer of op watter wyse ook al verpand word nie.

(i) Die Raad kan na goeëddunke die seël wat in hierdie klousule bedoel word, kombineer met ander seëls wat hy van tyd tot tyd in gebruik neem.

(4) *Kwalifikasie vir bystand*.—'n Lid is nie geregtig op bystand ingevolge die Fonds nie, tensy—

(a) hy gedurende die 20 maande onmiddellik voordat die eis ontstaan het minstens 12 bydraes kragtens subklousule (2) tot die Bystandsfonds gemaak het waarvan minstens een bydrae gedurende die laaste 12 maande gemaak moes gewees het;

(b) hy nie in staat was om by beroep minstens twee dae weens siekte of ongeluk uit te oefen nie.

(5) *Bystand betaalbaar*.—Die doel met die Fonds is om die volgende bystand te verskaf:

(a) *Siekte of ongeluk*.—'n Lid wat weens siekte of ongeluk van die werk afwesig is en wat nie deur sy werkgever vir sodanige tydperk van afwesigheid betaal word nie, is geregtig op betaling uit die Fonds teen een dag se loon vir 'n maksimum van 36 dae per jaar: Met dien verstande dat—

(i) geen vergoeding betaalbaar is nie indien afwesigheid van die werk minder as twee dae geduur het. As die afwesigheid langer as twee dae geduur het, loop dié bystand op vanaf die aanvang van die siekteverlof;

(ii) 'n Lid wat bystand vir 36 dae in 'n jaar ontvang het, nie vir bystand in 'n daaropvolgende jaar kwalifiseer nie tensy bydraes namens hom vir minstens 12 weke tot die Fonds gedoen is na ontvangs van die bystand;

(iii) geen bystand kragtens die Ongevallewet opeisbaar is nie;

(iv) die siekte of ongeluk nie deur die lid se eie wangedrag of moedswillige nalatigheid veroorsaak is nie.

(b) *Permanente ongeskiktheid*.—(i) As die bystand wat kragtens paragraaf (a) aan 'n lid verskuldig was, uitgeput raak, en 'n mediese praktisyn sertifiseer dat die lid na sy mening permanent nie daartoe in staat sal wees om in die Nywerheid te werk nie, kan sodanige lid om permanente ongeskiktheidsbystand aansoek doen.

(ii) Die betaling van bystand ingevolge hierdie paragraaf is onderworpe aan die goeëddunke van die Bestuurskomitee.

(iii) Die bystandskaal moet gebaseer word op die lid se potensiele verdienvermoë, as hy dit het, buite die Nywerheid en op jare diens in die Nywerheid, maar moet hoogstens R100 per jaar bedra en is betaalbaar vir hoogstens drie jaar ten opsigte van elke lid.

(c) *Diensgratifikasie*.—'n Lid is geregtig op 'n gratifikasie ten bedrae van R500: Met dien verstande dat hy—

(i) minstens 16 seëls in die 20 maande onmiddellik voor die datum van sy dood verdien het, waarvan minstens een seël in die 12 maande onmiddellik voor sy dood verdien moet gewees het; en

(ii) die ouderdom van 60 jaar bereik het; en

(iii) minstens vyf jaar in die Nywerheid werksaam was.

(d) *Sterftebystand*.—Die Fonds moet 'n groeplewensdekking van R1 250 per lid by 'n versekeringsmaatskappy uitneem en by bewys van die afsterwe van die lid moet hy hierdie bedrag betaal aan 'n bevooroordeelde deur die Bestuurskomitee benoem:

Met dien verstande dat die lid—

(i) minstens 16 seëls in die 20 maande onmiddellik voor die datum van sy dood verdien het, waarvan minstens een seël in die 12 maande onmiddellik voor sy dood verdien moes gewees het; en

(ii) onder die ouderdom van 55 jaar was op 11 Oktober 1976.

(6) *Administrasie van die Fonds*.—(a) Die Fonds word geadminestreer deur 'n bestuurskomitee wat deur die Raad aangestel word en wat maandeliks of halfmaandeliks moet vergader.

(b) Die Bestuurskomitee bestaan uit een lid aangestel deur die werkgeversorganisasie en een lid aangestel deur die vakvereniging.

(c) Klousule 40 (9) van die Ooreenkoms is *mutatis mutandis* op die Fonds van toepassing.

(d) Die administrasiekoste verbonde aan die Fonds word deur die Fonds gedra.

(e) As die Bestuurskomitee nie tot 'n beslissing kan geraak nie, moet die saak na die Raad verwys word wie se beslissing finaal is.

(7) *Algemene bepalings*.—(a) Geen betalings word kragtens hierdie klousule gedoen as die aansoeker versuim om die Bestuurskomitee te voorsien van die toepaslike inligting wat die Komitee vereis nie.

(b) As die bedrag in die krediet van die Fonds te eniger tyd benede R500 daal, moet uitbetalings opgeskort word en nie hervat word voordat die bedrag in die krediet van die Fonds meer as R2 500 is nie.

(c) 'n Sertifikaat van 'n geregistreerde geneesheer, die hospitaal of die werkgever is voldoende bewys dat die lid siek was.

(h) No contribution book shall contain more than 49 stamps, and should more be affixed therein the excess shall be confiscated by the Council and the value thereof applied to the general funds of the Council. Stamps are not transferable and shall not be ceded or pledged in any way whatsoever.

(i) The Council may in its discretion combine the stamp referred to in this clause with any other stamps which it may from time to time introduce.

(4) *Qualification for benefit*.—A member shall not be entitled to any benefits under the Fund unless—

(a) he has made at least 12 contributions to the Benefit Fund, in terms of subclause (2), in the 20 months immediately prior to the claim arising, of which at least one must have been made during the last 12 months;

(b) he has been unable to pursue his occupation due to sickness or accident for at least two days.

(5) *Benefits payable*.—The object of the Fund shall be to provide the following benefits:

(a) *Sickness or accident*.—A member who is absent from work due to sickness or accident and who is not paid by his employer for the period of such absence, shall be entitled to payment from the Fund at a rate of one day's pay per day for a maximum of 36 days per year: Provided that—

(i) no compensation is payable if the duration of absence from work is less than two days. If the duration of absence is more than two days then the benefit shall accrue from the beginning of the sick leave;

(ii) a member who has received benefits for 36 days in any one year shall not qualify for benefits in any subsequent year unless contributions on his behalf have been made to the Fund for at least 12 weeks subsequent to the receipt of the benefits;

(iii) no benefits are claimable under the Workmen's Compensation Act;

(iv) the sickness or accident was not caused by the member's own misconduct or wilful negligence;

(b) *Permanent disability*.—(i) If after the benefits due to a member under paragraph (a) have been exhausted, a medical practitioner certifies that, in his opinion, the member is permanently debarrd from working in the Industry, such member may apply for permanent disability benefits.

(ii) The payment of benefits under this paragraph is subject to the discretion of the Management Committee.

(iii) The scale of benefits shall be based on the member's potential earning capacity, if any, outside the Industry and on years of employment in the Industry, but shall not exceed R100 per annum and shall not be payable for more than three years in respect of any member.

(c) *Service gratuity*.—A member shall be entitled to a gratuity amounting to R500: Provided that he has—

(i) earned at least 16 stamps in the 20 months immediately before the date of his death, of which at least one stamp must have been earned in the 12 months immediately before his death; and

(ii) attained the age of 60 years; and

(iii) worked in the Industry for at least five years.

(d) *Death benefit*.—The Fund shall provide a group life cover of R1 250 per member with an Insurance Company, and upon proof of the death of the member pay this amount to a beneficiary nominated by the Management Committee:

Provided that the member—

(i) has earned at least 16 stamps in the 20 months immediately before the date of his death, of which at least one stamp must have been earned in the 12 months immediately before his death; and

(ii) was under 55 years of age as at 11 October 1976.

(6) *Administration of the Fund*.—(a) The Fund shall be administered by a management committee appointed by the Council which shall meet monthly or bi-monthly.

(b) The Management Committee shall consist of one member appointed by the employers' organisation and one member appointed by the trade union.

(c) The provisions of the clause 40 (9) of the Agreement shall *mutatis mutandis* apply to the Fund.

(d) The administrative cost of running the Fund shall be borne by the Fund.

(e) If the Management Committee cannot reach a decision, the matter shall be referred to the Council whose decision shall be final.

(7) *General provisions*.—(a) No payment shall be made under this clause if the applicant fails to supply the Management Committee with any relevant information which the Committee may require.

(b) If at any time the amount to the credit of the Fund drops below R500 payments shall be suspended and shall not be resumed until the amount standing to the credit of the Fund exceeds R2 500.

(c) A certificate from any registered doctor, the hospital or the employer shall be sufficient evidence of the illness of the member.

(8) *Vrywaring*.—Die lede van die Bestuurskomitee en die beamptes en werknemers van die Fonds is nie aanspreeklik vir die skulde en verpligtings van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en koste deur hulle aangegaan in of in verband met die bona fide-uitvoering van hul pligte.

(9) *Likwidasie*.—(a) Wanneer hierdie Ooreenkoms of 'n verlenging daarvan verstryk en geen latere ooreenkoms binne 12 maande vanaf sodanige verstryking beding word met die doel om die Fonds voort te sit nie, of die Fonds nie deur die Raad binne sodanige tydperk oorgedra word na 'n ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die Fonds oorspronklik ingestel was nie, moet die Fonds kragtens paragraaf (c) gelikwedeer word deur die Bestuurskomitee wat op daardie tydstop funksioneer. Gedurende die genoemde tydperk van 12 maande of tot tyd en wyl dit oorgedra word na 'n ander fonds hierbo bedoel, moet die Fonds geadminestreer word deur die Bestuurskomitee wat op daardie tydstop funksioneer.

(b) Ingeval die Raad ontbind word of ingeval hy ophou om te funksioneer gedurende die tydperk waarin hierdie Ooreenkoms kragtens artikel 34 (2) van die Wet bindend is, moet die Fonds steeds geadminestreer word deur die Bestuurskomitee wat op daardie tydstop funksioneer. Alle vakature wat in die Komitee ontstaan, kan deur die Nywerheidsregistrator gevul word uit werkgewers of werknemers, na gelang van die geval, ten einde gelykheid van werkgewer- en werknemerveerwoordigers in die Komitee te verseker. Ingeval die Bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daarin ontstaan wat die administrasie van die Fonds na die mening van die Registrator onuitvoerbaar of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die Bestuurskomitee uit te voer en vir sodanige doel besit sodanige trustee of trustees al die bevoegdhede van die Komitee.

Ingeval daar geen Raad bestaan wanneer hierdie Ooreenkoms verstryk nie, moet die Fonds ooreenkomstig paragraaf (c) gelikwedeer word deur die Bestuurskomitee of die trustee of trustees, na gelang van die geval. As die sake van die Raad by die verstryking van die Ooreenkoms reeds beredder en sy bates verdeel is, moet die saldo van die Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die Raad uitmaak.

(c) By die likwidasie van die Fonds ooreenkomstig paragraaf (a) of (b) en nadat alle krediteure, administrasie- en likwidasielaste betaal is, moet soos volg beskik word oor die geld wat in die krediet van die Fonds staan:

(i) Twee vyfdes aan die werkgewersorganisasie wat in die Raad verteenwoordig was op die datum waarop dit ontbind het of die Ooreenkoms verstryk het, naamlik op die vroegste datum, in verhouding tot die getal volwaardige lede wat aan sodanige organisasie op die datum van likwidasie behoort het;

(ii) twee vyfdes aan die vakvereniging wat in die Raad verteenwoordig was op die datum waarop dit ontbind het of toe die Ooreenkoms verstryk het, naamlik op die vroegste datum, en dié geld moet onder sodanige vakvereniging verdeel word in verhouding tot die lidmaatskap van sodanige vakvereniging op die datum van likwidasie en die uitdrukking "lidmaatskap" is beperk tot daardie lede wat deur hierdie Ooreenkoms gedek was;

(iii) een vyfde aan die Registrator wat daarvoor kragtens artikel 34 (4) (c) van die Wet moet beskik.

43. PENSIOENFONDS

(1) Elke werkgewer moet namens elke werknemer vir wie 'n loon in klousule 27 (1) (g), (h), (i) en (j) voorgeskryf word, 'n bedrag van R13,65 per week aan die Raad betaal. 'n Werkgewer is daarop geregtig om ten opsigte van die bydra deur hom kragtens hierdie subklousule gedoen, 'n bedrag van R7,20 per week van die besoldiging van die werknemer af te trek: Met dien verstande dat—

(i) geen bydrae of aftrekking gedoen mag word nie namens 'n werknemer wat minder as drie volle dae in 'n bepaalde week vir 'n werkgewer gewerk het;

(ii) waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers gewerk het, die bydrae en aftrekking vir daardie week gedoen moet word deur die werkgewer by wie hy eerste gedurende daardie week minstens drie volle dae gewerk het.

(2) (a) Die bedrag deur 'n werkgewer kragtens subklousule (1) betaal, moet aangewend word vir 'n pensioen- of soortgelyke fonds vir 'n werknemer namens wie bydraes gedoen word.

(b) Ten einde die doelstellings van paragraaf (a) te verwesenlik, het die Raad die bevoegdheid om by 'n versekeringsmaatskappy 'n ooreenkoms of ooreenkomste aan te gaan of om 'n bestaande ooreenkoms of ooreenkomste voort te sit.

Eksemplare van alle reëls betreffende sodanige fondse moet voorgelê word aan die Direkteur-generaal van Mannekrag aan wie eksemplare van alle veranderings of wysigings daarvan ook van tyd tot tyd voorgelê moet word.

(8) *Indemnity*.—The members of the Management Committee and the officers and employees of the Fund shall not be liable for any 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.

(9) *Liquidation*.—(a) Upon the expiry of this Agreement or any extension thereof and no subsequent agreement being negotiated for the purpose of continuing the Fund within 12 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the Fund was originally created, the Fund shall be liquidated by the Management Committee in office at the time, in terms of paragraph (c). The Fund shall during the said period of 12 months or until such time as it is transferred to any other fund referred to above, be administered by the Management Committee in office at the time.

(b) 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 Fund shall continue to be administered by the Management Committee in office at the time. Any vacancy occurring on the Committee may be filled by the Industrial Registrar from employers or employees, as the case may be, so as to ensure an equality of employer and employee representatives on the Committee. In the event of the Management Committee being unable or unwilling to discharge its duties, or a deadlock arising thereon, which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the Management Committee and such trustee or trustees shall possess all the powers of the Committee for such purpose.

If upon the expiry of this Agreement there is no Council in existence, the Fund shall be liquidated by the Management Committee or the trustee or trustees, as the case may be, in accordance with the provisions of paragraph (c). 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 Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(c) Upon liquidation of the Fund in terms of paragraph (a) or (b), and after all creditors, administration and liquidation expenses have been paid the money standing to the credit of the Fund shall be disposed of as follows:

(i) Two fifths to the employers' organisation represented on the Council at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, in proportion to the number of members in benefit belonging to such organisation as at the date of liquidation;

(ii) two fifths to the trade union represented on the Council as at the date of its dissolution or the expiry of the Agreement, whichever is the earlier, to be divided amongst such trade union in proportion to the membership of such union at the date of liquidation; the expression "membership" being limited to those members who were covered by this Agreement.

(iii) one fifth to be paid to the Registrar to be disposed of by him in terms of section 34 (4) (c) of the Act.

43. PENSION FUND

(1) Every employer shall in respect of every employee for whom wages are prescribed in clause 27 (1) (g), (h), (i) and (j) pay to the Council an amount of R13,65 per week. An employer shall be entitled in respect of the contribution made by him in terms of this subclause, to deduct from the remuneration of the employee an amount of R7,20 per week: Provided that—

(i) no contribution or deduction shall be made in respect of an employee who has worked for an employer for less than three full days in any one week;

(ii) where an employee is employed by two or more employers during the same week, the contribution and deduction for that week shall be made by the employer by whom he was first employed during that week for not less than three full days.

(2) (a) The amount paid by an employer in terms of subclause (1) shall be applied for a pension or like fund for employees for whom contributions are made.

(b) For the purpose of implementing the objects of paragraph (a), the Council shall be entitled to enter into an agreement/s or to continue an existing agreement/s with an insurance company.

Copies of all rules relating to such fund shall be lodged with the Director-General of Manpower with whom copies of all alterations or amendments thereto shall also be lodged from time to time.

44. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOU- NYWERHEID

(1) Nademaal die Raad in kennis gestel is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat deur die Federasie van Bounywerhede (S.A.) ingestel is], hierna die "Nasionale Fonds" genoem, verleen die Raad hierby magtiging, met die doel om die oogmerke gemeld in die konstitusie van genoemde Nasionale Fonds, te verwesenlik, dat bydraes ingevorder word ooreenkomstig die prosedure hieronder omskryf.

(2) Behoudens subklousule (3) en (4) moet elke werkgewer 15c per week tot die Nasionale Fonds bydra namens elkeen van sy werknemers.

(3) Geen betaling moet deur 'n werkgewer gedoen word namens 'n werknemer wat minder as drie volle dae vir hom in 'n bepaalde week gewerk het nie.

(4) Waar 'n werkgewer by twee of meer werkgewers gedurende dieselfde week gewerk het, moet betaling vir daardie week gedoen word deur die werkgewer by wie hy eerste minstens drie dae gewerk het.

(5) Alle bedrae wat ooreenkomstig subklousule (2) betaalbaar is, moet ingelyf word in 'n gekonsolideerde seël wat deur die Raad uitgereik word.

(6) Die Raad moet elke maand aan genoemde Nasionale Fonds die totale bedrag betaal van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingsgeld van twee en 'n half persent, wat die algemene fondse van die Raad toekom.

(7) Kopieë van die konstitusie en van die geouditeerde jaarrekenings en balansstate van die Nasionale Fonds moet by die Raad en by die Direkteur-generaal van Mannekrag ingedien word.

Vir die toepassing van hierdie klousule beteken die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

45. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUWYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bouwywerheid [wat deur die Federasie van Bouwywerhede (S.A.) ingestel is], hierna die "Opleidingsfonds" genoem, magtig hy hierby, vir die doel om uitvoering te gee aan die oogmerke wat in die konstitusie van die Opleidingsfonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedures hieronder uiteengesit.

(2) Behoudens subklousule (3) en (4) moet elke werkgewer aan die Raad 'n bedrag van R1,50 per werknemer per week bydra.

(3) 'n Werkgewer moet geen bydrae betaal namens 'n werknemer wat minder as drie volle dae in 'n week in sy diens was nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die bydra ten opsigte van daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens drie volle dae in diens was.

(5) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingsgeld van 2½ persent, wat aan die algemene fondse van die Raad toeval, aan die Opleidingsfonds betaal.

(6) Eksemplare van die konstitusie en van geouditeerde jaar rekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Direkteur-generaal van Mannekrag ingedien word. Vir die toepassing van hierdie subklousule sluit die uitdrukking "konstitusie" ook alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

46. INVORDERING VAN VAKVERENIGINGLEDGELD

(1) 'n Werkgewer kan, met die skriftelike toestemming van sy werknemer wat lid van die vakvereniging is, die vakverenigingsledgeld wat deur die werknemer betaalbaar is van sy lone afrek.

(2) Alle vakverenigingsledgeld aldus afgetrek, moet voor of op die sewende dag van elke maand deur die werkgewer aan die vakvereniging gestuur word, tesame met 'n staat wat wys vir wie die bedrae bedoel is.

47. SPAARSKEMA

(1) 'n Werkgewer kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klousule 27 (1) (g), (h), (i) en (j) voorgeskryf is, 'n bedrag van R1 per week afrek van die loon van sodanige werknemer wat minstens drie volle dae gedurende daardie week vir hom gewerk het.

(2) Bedrae wat ingevolge subklousule (1) afgetrek word, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemer deur die Raad in 'n spesiale trustrekening gehou word.

(3) Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hom betaal word min die bedrag wat met die magtiging van die werknemer as lededgeld aan die vakvereniging betaal moet word.

(4) Die Raad kan na goeddunke die bedrag in subklousule (1) bedoel, insluit in 'n seël wat hy van tyd tot tyd in gebruik neem.

44. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (S. A.)], hereinafter referred to as the "National Fund", hereby authorises for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Subject to the provision of subclauses (3) and (4), every employer shall contribute to the National Fund the amount of 15c per week in respect of each of his employees.

(3) No payment shall be made by an employer in respect of an employee who has worked less than three full days for him in any one week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed for not less than three full days.

(5) All amounts payable in accordance with the provisions of subclause (2) shall be incorporated in a consolidated stamp issued by the Council.

(6) The Council shall every month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(7) Copies of the constitution and of audited annual accounts and balance sheets of the National Fund shall be lodged with the Council and with the Director-General of Manpower.

For the purposes of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

45. 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 (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 Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Subject to the provisions of subclauses (3) and (4), every employer shall contribute to the Council an amount of R1,50 per week in respect of each of his employees.

(3) No payment shall be made by an employer in respect of an employee who works less than three full days for him in any one week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than three full days.

(5) The Council shall each month pay over to the Training Fund the total amount of contributions collected by it in terms of subclause (2) less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(6) Copies of the constitution and of audited annual accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Director-General of Manpower. For the purposes of this subclause, the term "constitution" shall include any amendments to the constitution adopted from time to time.

46. COLLECTION OF TRADE UNION FEES

(1) An employer may, with the written consent of his employee who is a member of the trade union, deduct from the employee's wages the trade union subscriptions payable by him.

(2) All trade union subscriptions so deducted shall, not later than the seventh day of each month, be forwarded by the employer to the trade union, together with a statement showing for whom the amounts are intended.

47. SAVINGS SCHEME

(1) An employer may, with the written consent of his employee for whom wages are prescribed in clause 27 (1) (g), (h), (i) and (j), deduct an amount of R1 per week from the wage of such employee who has worked for him for not less than three full days during that week.

(2) Amounts deducted in terms of subclause (1) shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a special trust account.

(3) The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year, less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

(4) The Council may in its discretion include the amount referred to in subclause (1) in any stamp which it may from time to time introduce.

48. REKENAARKOSTE

(1) Ten einde by te dra tot die koste van die Raad om die Vakansie-, Pensioen- en Voorsorgfondse te rekenariseer, moet werkgewers 2c per week aftrek van die loon van elke werknemer vir wie 'n loon in klousule 27 (1) (g), (h), (i) en (j) voorgeskryf word.

(2) Alle gelde kragtens subklousule (1) afgetrek, moet aan die Raad betaal word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die aftrekkings gedoen is.

49. LEDEGELD—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet 'n bedrag van 4c per week aan die Raad betaal ten opsigte van elkeen van sy werknemers.

(2) Geen betaling kragtens subklousule (1) moet gedoen word namens 'n werknemer wat minder as drie volle dae by 'n lidwerkgewer in 'n bepaalde week gewerk het nie.

(3) Waar 'n werknemer gedurende 'n bepaalde week vir twee of meer lede van die werkgewersorganisasie gewerk het, moet die betaling in subklousule (1) bedoel, gedoen word deur die werkgewer wat eerste sodanige werknemer vir drie volle dae of langer gedurende sodanige week in sy diens gehad het.

(4) Bedrae betaalbaar kragtens hierdie klousule moet deur die werkgewer aan die Sekretaris gestuur word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is.

(5) Die Raad moet voor of op die 15de dag van elke maand die totale bedrag van die bydraes wat ingevolge hierdie klousule ontvang is, min invorderingsgeld van twee en 'n half persent, wat die algemene fondse van die Raad toekom, aan die Kimberley Master Builders' and Allied Trades Association stuur.

50. LEDEGELD—BUILDING INDUSTRIES FEDERATION (S.A.)

(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet 'n bedrag van 8c per week aan die Raad betaal ten opsigte van elkeen van sy werknemers.

(2) Geen betaling ooreenkomstig subklousule (1) moet gedoen word namens 'n werknemer wat minder as drie volle dae by 'n lidwerkgewer in 'n bepaalde week gewerk het nie.

(3) Waar 'n werknemer gedurende 'n bepaalde week vir twee of meer lede van die werkgewersorganisasie gewerk het, moet die betaling in subklousule (1) bedoel, gedoen word deur die werkgewer wat eerste sodanige werknemer vir drie volle dae of langer gedurende sodanige week in sy diens gehad het.

(4) Bedrae betaalbaar kragtens hierdie klousule moet deur die werkgewer aan die Sekretaris gestuur word voor of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is.

(5) Die Raad moet voor of op die 15de dag van elke maand die totale bedrag van die bydraes wat ingevolge hierdie klousule ontvang is, min invorderingsgeld van twee en 'n half persent, wat die algemene fondse van die Raad toekom, aan die Building Industries Federation (S.A.) stuur.

DEEL II**VEILIGHEIDSMATREËLS****A. STEIERWERK EN INSTALLASIES****1. WOORDOMSKRYWING**

Vir die toepassing van hierdie Deel beteken—

“bootsmanstoel” ’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, hysbok of ander houer op 'n vaste leibaan of -bane op te trek of te laat sak;

“vrydraer- of swaaiarmsteier” ’n werkplatform wat deur vrydraer- of verspande kraanbalke gestut word;

“Hoofinspekteur” die inspekteur wat die pos beklee van Hoofinspekteur van Fabriek; ingestel by Goewermenskennisgewing 1287 van 6 September 1935, of wat sodanige pos beklee waarvan die benaming van tyd tot tyd gewysig kan word;

“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

48. COMPUTER FEE

(1) In order to subscribe towards the cost to the Council of computerising the Holiday, Pension and Benefit Funds, employers shall deduct 2c per week from the wages of each employee for whom wages are prescribed in clause 27 (1) (g), (h), (i) and (j).

(2) All fees deducted in terms of subclause (1) shall be paid to the Council not later than the Friday following the pay-week in respect of which the deductions were made.

49. SUBSCRIPTIONS—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of 4c per week in respect of each of his employees.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three full days with a member employer in any one week.

(3) Where an employee has worked for two or more members of the employers' organisation during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for three full days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall not later than the 15th day of each month forward to the Kimberley Master Builders' and Allied Trades Association the total amount of contributions received in terms of this clause, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

50. SUBSCRIPTIONS—BUILDING INDUSTRIES FEDERATION (S.A.)

(1) Every employer who is a member of the employers' organisation shall pay to the Council an amount of 8c per week in respect of each of his employees.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three full days with a member employer in any one week.

(3) Where an employee has worked for two or more members of the employers' organisation during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for three full days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall not later than the 15th day of each month forward to the Building Industries Federation (S.A.) the total amount of contributions received in terms of this clause, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

PART II**SAFETY MEASURES****A. SCAFFOLDING AND PLANT****1. DEFINITIONS**

For the purposes of this Part—

“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;

“cantilever or jib scaffold” means a working platform supported on cantilever or braced outrigger beams;

“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;

“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) 'n diploma as sieviele ingenieurtegnikus of 'n sertifikaat as konstruksie-opsiener behaal het;

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

"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;

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

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

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

"boksteier" 'n werkplatform wat gestut word deur bokke, traplere, drievoete en dergelike stutte.

2. 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 'n bouwerk en onderworpe aan soedanige 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 dra as die verantwoordelike persoon. Met dien verstande dat die aanstelling van so 'n ondergeskikte bevoegde persoon nie die verantwoordelike persoon van persoonlike verantwoordelikheid ingevolge hierdie kousule ontneem nie.

(b) Die Hoofinspekteur kan van 'n 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) Iemand wat ingevolge hierdie kousule aangestel word, moet toesig hou oor die bouwerk waarvoor hy verantwoordelik is en moet verseker dat—

(a) die bepalinge van hierdie Deel nagekom word;

(b) alle installasies 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.

3. 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 openinge in vloere, luikgate en trappe en alle oop kante van vloere of geboue waardeur of waarvandaan persone kan val, op 'n doeltreffende wyse toegemaak is met beskotte of omhein of omsluit is met geskikte reëlings 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 die 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 gevaarsone behoorlik afgekamp word as werk bokant sodanige ingang, deurgang of plek verrig word en daar gevaar bestaan dat persone deur vallende voorwerpe getref kan word.

(2) Geen werkgewer mag van iemand vereis of hom toelaat om op 'n ander manier as per hystoestel of stortgoed puin en materiaal van 'n punt bokant die grond af weg te ruim nie tensy doeltreffende matreëls getref is om die veiligheid van persone te verseker, en niemand mag so iets doen nie.

(d) has obtained a diploma as a civil engineering technician or a certificate as a construction supervisor;

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

"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);

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

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

"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;

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

2. SUPERVISION

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

(2) The Chief Inspector may, having regard to the extent of any building work and subject to such conditions as he may impose, approve of the appointment by an employer of more than one responsible person.

(3) (a) An employer may appoint one or more subordinate competent persons to assist the responsible person. Every such subordinate competent person shall, to an extent which shall be clearly defined by the employer in his letter of appointment, have the same responsibility as the responsible person: Provided that the appointment of such subordinate competent person shall not relieve the responsible person of any personal responsibility under this clause.

(b) The Chief Inspector may require any employer to appoint one or more subordinate competent persons to assist the responsible person where, in his opinion, having regard to the extent of the building work, it is desirable that such subordinate competent person(s) 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 Part 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.

3. 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.

4. GEHOORSAAMHEID AAN BEVELE

'n Werknemer op 'n perseel waar bouwerk verrig word, moet in ooreenstemming met of vir die behoorlike nakoming van hierdie klousule of in belang van veiligheid alle bevele uitvoer wat aan hom gegee word of wat uitgereik is as 'n vaste opdrag deur die werkgewer of deur 'n persoon deur die werkgewer daartoe gemagtig.

5. GEEN TOEGANG AAN ONGEMAGTIGDE PERSONE NIE

Geen werknemer, uigesonderd '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 ingange tot sodanige perseel opgeplak word.

6. DRONKENSAP

(1) Geen werknemer mag sterk drank gebruik of aan iemand anders aanbied of dit in sy besit hê terwyl hy bouwerk verrig nie.

(2) 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.

7. 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.

8. WERK IN POSISIES BOKANT DIE GROND

Geen werkgewer mag van iemand 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.

9. STEIERAAMWERK

(1) 'n Werkgewer moet sorg dat—

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

(b) (i) standers wat van staal gemaak is, hoogstens 1,8 m, 2,4 m en 3 m van mekaar afgespaseer 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 gespaseer word;

(iii) kortelingsteiers of dwarsbalke hoogstens 1,5 m, 1,8 m en 2,4 m van mekaar af gespaseer 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/m²;

(c) elke deel van 'n steieraam 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 ontwerp is om heeltemal vrystaande te 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 dat—

(a) steierwerk waarvan die stutraam van hout gemaak is, hoër as 25 m is nie;

(b) steierwerk opgerig, verander of afgebreek word nie behalwe deur of onder die persoonlike toesig van 'n bevoegde persoon.

10. 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.

4. OBEDIENCE TO ORDERS

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 of the proper observance of, the provisions of this clause or in the interests of safety.

5. NO ADMITTANCE TO UNAUTHORISED PERSONS

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.

6. INTOXICATION

(1) No employee shall consume or offer to any other person or have in his possession intoxicating liquor whilst performing building work.

(2) 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.

7. 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.

8. 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.

9. 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/m², respectively;

(c) every member of a scaffold frame which is constructed of timber to have a diameter of not less than 75 mm or to have a section of equivalent strength.

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

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

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

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

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

(3) No employer shall require or permit—

(a) scaffolding, the supporting frame of which is constructed of timber, to exceed a height of 25 m;

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

10. 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) '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 slegs as 'n deurgang gebruik word, of waar laemassalaste, soos in klousule 9 (1) (b) van hierdie Deel 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 skuttreëlings wat alkant van die platform, uitgesonderd die kant aan die bouwerk, minstens 900 mm en uiters 1 100 mm hoog is;

(ii) stootstukke alkant van die platform, uitgesonderd die kant aan die bouwerk, wat minstens 150 mm hoog bokant die oppervlak van die platform 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 skuttreëling 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 waarvan daan bou-, slopings- of uitgrawingswerk verrig word.

11. 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—

(a) 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 vastrapplate wat—

(i) met geskikte tussenruimtes aangebring moet word; en

(ii) oor die hele wydte van die oploop strek, behalwe dat hulle oor 'n wydte van hoogstens 230 mm onderbreek kan word sodat kruiswaens makliker kan beweeg;

(b) wat hoër as 2 m is, aan albei kante voorsien word van handrelings en stootstukke wat in alle opsigte aan die vereistes van klousule 10 (2) (b) van hierdie Deel moet voldoen.

12. HANGSTEIERS

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

(1) die kraanbalke—

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

(b) by die binnepunt behoorlik gestut, op 'n geskikte afstand gespasieer en stewig geanker is op 'n ander manier as met massastukke: Met dien verstande dat, in die geval van kraanbalke wat massastukke geanker word, die plasing daarvan deur 'n inspekteur goedgekeur moet word;

(c) se buite-ente van 'n stuiter of ander middels voorsien is wat verskuiwing van die tou sal voorkom;

(2) 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;

(3) hystoestelle of hystakel so gebou en onderhou word dat die werkplatform nie per ongeluk kan verskuif nie, en op sulke plekke aangebring word dat hulle gereedelik toeganklik vir inspeksie is en dat die touverbindinge met die kraanbalke vertikaal bokant die werkplatformaanhengings is;

(4) die werkplatform—

(a) 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;

(b) 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;

(c) voorsien is van stewige skutrelings wat minstens 900 mm en uiters 1 100 mm bokant en alkant 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, alkant van die platform aangebring moet word;

(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 9 (1) (b) of this Part 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 the 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.

11. 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—

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

(i) be placed at suitable intervals; and

(ii) extend the full width of the ramp, except that they may be interrupted over a width of not more than 230 mm to facilitate the movement of barrows;

(b) which is more than 2 m high to be provided on both sides with hand rails and toe-boards to comply in all respects with the provisions of clause 10 (2) (b) of this Part.

12. SUSPENDED SCAFFOLDS

No employer shall require or permit a suspended scaffold to be used unless—

(1) outriggers are—

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

(b) properly supported, suitably spaced and securely anchored, other than by 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;

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

(2) the working platform is suspended by at least two independent steel wire ropes the factor of safety of which is not less than 10, based on the maximum load which each rope is required to support;

(3) lifting machines or lifting tackle are so constructed and maintained as to prevent accidental movement of the working platform and so situated that they are readily accessible for inspection and that the rope connections to the outriggers are vertically above the working platform attachments;

(4) the working platform is—

(a) not less than 456 mm and not more than 912 mm wide for light suspended scaffolds and not less than 912 mm wide for heavy suspended scaffolds;

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

(c) provided with substantial guard rails at least 900 mm and not more than 1 100 mm above and on all sides of the platform except the side facing the structure: Provided that in the case of a light suspended scaffold, guard rails, which may be not less than 750 mm high, shall be provided on all sides of the platform;

(d) al kant voorsien is van stootstukke wat minstens 150 mm hoog bokant die oppervlak van die platform 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 bokant die oppervlak van die platform moet wees.

13. BOOTSMANSTOEL

'n Werkgewer moet sorg dat elke bootsmanstool of soortgelyke toestel stewig hang en so gebou is dat die persoon wat daarin is nie daaruit kan val nie.

14. VRYDRAER- EN KRAANARMSTEIERS

Geen werkgewer mag vereis of toelaat dat 'n vrydraer- of kraanarmsteier gebruik word nie, tensy—

- (1) die kraanbalke van staal is en 'n veiligheidsfaktor van minstens vier het;
- (2) dit aan klousule 10 van hierdie Deel voldoen.

15. 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.

16. DAKWERK

'n Werkgewer moet geskikte daklere of plankmatte of kruipplanke verskaf en sorg dat dit gebruik word in die geval van persone wat werk moet verrig op 'n dak met 'n helling van meer as 34 grade of op 'n dak wat bedek is of bedek moet word met materiaal waardeur 'n persoon 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 niebreekbare materiaal bedek is.

17. 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 gedeelte van die bouwerk so met puin of materiaal oorlaai word dat dit onveilig is nie;
- (c) alle doeltreffende voorsorgmaatreëls getref is ten einde die gevaar te voorkom dat die bouwerk intuiemal wanneer 'n gedeelte 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 is ten einde te voorkom dat 'n gedeelte van die bouwerk of 'n aangrensende bouwerk per ongeluk intuiemal.

18. BOUHYSERS

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

- (a) aan die bouwerk vasgemaak of verspan is met staalkantou en dat dit soveel hoër as die hoogste platform is dat daar 'n onversperde en onbelemmerde ruimte van minstens 900 mm is vir 'n bak wat te hoog opgehoys word;
 - (b) aan die onderpunt en op elke verdieping waar persone deur bewegende dele van die hyser getref kan word, behalwe aan die kant of kante wat toegang tot die hyser verleen, deur mure of op 'n ander doeltreffende wyse omhein is tot op 'n hoogte van minstens 2 100 mm van die grond of vloervlak af;
 - (c) van 'n deur of hek wat minstens 1 800 mm hoog is, voorsien is op elke platform en dat sodanige deur of hek toegehou word tensy die hyser op daardie platform 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 stewige leibalks;
 - (b) geen hangtouw gebruik word nie tensy dit bestaan uit staaldraad van goeie gehalte en fabrikaat en 'n veiligheidsfaktor van minstens ses het wat gebaseer is op die maksimum wag wat dit sal dra;
 - (c) elke hangtouw sonder lasse is en dat dit aan die bak vasgemaak is deur middel van 'n splitslas of geskikte touklemme of op 'n ander manier wat deur 'n inspekteur goedgekeur is;
 - (d) die hangtouw stewig aan die wentol vasgemaak is en dat daar te alle tye minstens twee slae van die tou op die wentol oorbly;
 - (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 of -katrolwiel, minstens 350 maal die diameter van die dikste buitendraad in die tou is;

(d) provided on all sides with toe-boards which shall be not less than 150 mm high from the level of the platform and in the case of wood not less than 25 mm thick and which shall be so installed that no open space exists between the toe-board and the platform: Provided that in the case of heavy suspended scaffolds the toe-boards facing the structure may be not less than 50 mm high from the level of the platform.

13. 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.

14. CANTILEVER AND JIB SCAFFOLDS

No employer shall require or permit a cantilever or jib scaffold to be used unless—

- (1) the outriggers are of steel and have a factor of safety of not less than four;
- (2) it complies with the provisions of clause 10 of this Part

15. 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.

16. ROOF WORK

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

17. 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.

18. BUILDERS' HOISTS

(1) An employer shall cause the tower of every builders' 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 builders' 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) 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, kruiwaens of materiaal op of in die bak vervoer word nie—en niemand mag dit ook laat doen nie—tensy sodanige trokke, kruiwaens 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 die 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 bouhysers of soortgelyke werk het, en sodanige persoon moet die hele hyser, met inbegrip van die leibalke, toue en die aansluitings daarvan, die wentolle, katrolwiele of katrolle en alle veiligheidstoestelle, inspekteer en die uitslag van elke sodanige inspeksie inskryf en onderteken in 'n verslagboek wat vir die 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 inspeksie, 'n swakheid of defek gevind word, moet sodanige swakheid of defek onmiddellik aan die bouer gerapporteer word en mag die hyser nie gebruik word voordat sodanige swakheid of defek reggestel is nie.

19. UITGRAWINGS

(1) 'n Werkgewer moet sorg dat elke uitgraving wat vir die publiek toeganklik is of wat aan openbare paaië of deurgange grens of wat die veiligheid van persone in gevaar kan stel—

(a) op 'n doeltreffende wyse beskut word deur 'n versperring of heining wat minstens 600 mm hoog en so na doenlik aan die uitgraving is;

(b) snags van rooi waarskuwingsligte voorsien is.

(2) Geen werkgewer mag, behalwe vir die doel van oprigtings-, skorings- of verspanningswerk, van iemand vereis of hom toelaat om in 'n uitgraving wat dieper as 1,5 m is en wat nie op 'n doeltreffende wyse geskoor of verspan is nie, te werk nie en niemand mag dit ook doen 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 te eniger tyd kan veroorsaak dat oorhangende materiaal wat die sykante van die uitgraving vorm in die uitgraving kan instort.

(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 vragte 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 verskaf word tot elke uitgraving waarin mense moet werk en wat dieper as 1,5 m is: Met dien verstande dat, waar 'n uitgraving langer as 50 m is, veilige ingange wat hoogstens 50 m van mekaar af is, 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 mense se veiligheid te verseker.

(9) 'n Werkgewer moet sorg dat 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 die gereën het, geïnspekteer word deur iemand wat bevoeg is om dit te doen, ten einde mense se veiligheid 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.

(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 builders' hoist.

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

19. 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 the 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 are 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.

20. BESKERMENDE KLERE EN TOESTELLE

'n Werkgewer moet toereikende beskermende klere, toestelle en materiaal, met inbegrip (waar nodig) van veiligheidsgordels, veiligheidshelms, stofbrille, handskoene of skoel, gratis verskaf aan iemand wat blootgestel word aan die gevaar dat hy kan val of aan die gevaar van voorwerpe wat kan val of uitstiet of wat blootgestel word aan nat of stowwerige werk wat nadelig vir sy gesondheid kan wees, of aan iemand ten opsigte van wie 'n inspekteur dit vereis, en hy moet dit in 'n goeie toestand hou.

21. SKIETHAMERS

(1) Geen werkgewer mag vereis of toelaat dat iemand '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 kan ontstaan;

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

(c) op plekke waar vlambare of ontplofbare gas, damp of stof aanwesig is of kan wees;

(d) tensy hy voorsien is van 'n geskikte oogskerm en dit gebruik.

(2) Elke werkgewer moet verseker 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 wat gelaai is, gebêre word nie;

(e) 'n kennisgewing wat persone waarsku, opgeplak word waar skietamers ook al gebruik word.

(3) Geen werkgewer mag vereis of toelaat dat iemand aanhegtings met skiethamers maak nie en niemand mag dit doen of probeer doen nie—

(a) in harde of bros stowwe soos verharde staal, gietyster, marmar, teëls en diesulkes;

(b) naby-rande en nie binne 100 mm van die rande van steenwerk of beton nie;

(c) in bestaande gate of by afgebreekte bonte;

(d) in stowwe waardeur die projektiël kan gaan.

(4) Geen werkgewer mag vereis of toelaat dat iemand 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 stukkie van opslagprojektiële;

(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 sover moontlik uitgeskakel word;

(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 word;

(e) permanent gemerk is met die fabrikant se naam en volgnummer.

B. MASJINERIE**1. WOORDOMSKRYWING**

Vir die toepassing van hierdie Deel beteken—

“Hoofinspekteur” die inspekteur wat die pos beklee van Hoofinspekteur van Fabriek, ingestel by Goewermenskennisgewing 1287 van 6 September 1935, of wat sodanige pos beklee waarvan die benaming van tyd tot tyd gewysig kan word;

“sirkelsaag” 'n sirkelsaag wat in die 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 hout 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 toesig moet hou of wat hy moet ondersoek of in verband waarmee hy moet werk; of

20. 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.

21. 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 immediated vicinity of other persons unless adequate precautions are taken to ensure the safety of such other persons;

(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 broke 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 15° 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.

B. MACHINERY**1. DEFINITIONS**

For the purposes of this Part—

“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;

“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

(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;

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

"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;

"masjinerie"—

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

(2) 'n drukhouer of vervoerbare gashouer;

(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 oorbrenning van alle vorms van krag of energie, of vir die vervoer van persone of goedere; en

(4) alle ander toestelle 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), kan 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) voertuie, behalwe voertuie wat deur stoom aangedryf word;

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

"verplaasbare elektriese gereedskap" elektries aangedrewe stuk gereedskap wat gebruik word of bedoel is om gebruik te word vir die verwydering van materiaal van 'n artikel deur middel van sny of skuur, of vir die samevoeging van artikels deur middel van 'n verhittingsproses, of vir perkussiedoeleindes, of om wringkrag uit te oefen, en wat ontwerp is vir gebruik—

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

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

2. TOESIG

(1) (a) 'n Werkgewer moet skriftelik 'n verantwoordelike persoon aanstel wat algemeen verantwoordelik moet wees 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 in subparagrafe (i), (ii), (iii) en (iv) van subklousule (1) (a) bedoel, die subparagrafe afsonderlik of in 'n 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, behoudens sodanige voorwaardes as 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 moet wees vir sodanige masjinerie, en hy kan, indien hy dit gerade 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 'n bepaalde opeenvolgende 30 minute;

(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;

"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;

"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);

"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;

(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;

"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.

2. 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 subparagraphs (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 Inspector 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 purposes 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 equivalent of the maximum demand over any consecutive 30 minutes;

(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 verhitingsvlak 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 werkgever 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 verantwoordelike ingevolge hierdie regulasies as die verantwoordelike persoon: Met dien verstande dat die aanstelling van so 'n ondergeskikte bevoegde persoon nie die verantwoordelike persoon van persoonlike verantwoordelike 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 daarbenewens aangestel word om verantwoordelik te wees vir ander masjinerie nie, behalwe met die skriftelike toestemming van die Hoofinspekteur.

(6) (a) Die Hoofinspekteur kan van 'n werkgever vereis om een of meer ondergeskikte bevoegde persone aan te stel om die verantwoordelike persoon in subklousule (1) bedoel, te help waar dit na sy mening, met inagneming van die grootte van die perseel en die aard van die hoeveelheid masjinerie, 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 die hoeveelheid masjinerie, die aanstelling van meer as een verantwoordelike persoon gerade ag, kan 'n werkgever 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 seksies of gedeeltes van die perseel wat die Hoofinspekteur bepaal.

(7) Die persone wat kragtens hierdie klousule algemene toesig oor masjinerie hou—

(a) is verantwoordelik vir die veilige installering en die behoorlike onderhoud, herstel en bediening van sodanige masjinerie;

(b) moet verseker dat alle veiligheidsstoestelle, -meganismes en -beskermingsinrigtings in goeie toestand onderhou en behoorlik gebruik word;

(c) moet verseker dat die bepalings van hierdie Deel ten volle nagekom word;

(d) moet 'n toestel of masjien tot stilstand bring indien die gebruik daarvan op watter wyse ookal weens 'n defek gevaarlik vir persone is of kan wees.

(8) (a) Ondanks hierdie klousule, kan masjinerie wat kragtens hierdie klousule onder die toesig van 'n gediplomeerde ingenieur moet wees, vir 'n tydperk van hoogstens een maand in 'n tydperk van ses opeenvolgende maande werk sonder dat 'n gediplomeerde ingenieur daarvoor verantwoordelik is, wanneer dit onder omstandighede buite 'n werkgever 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 'n ander rede wat deur die Hoofinspekteur bevredigend geag word, ondoenlik vir 'n werkgever is om aan genoemde vereistes te voldoen.

(b) Elke werkgever moet gedurende alle sodanige tydperke 'n bevoegde persoon skriftelik aanstel om toesig oor sodanige masjinerie te hou en sodanige bevoegde persoon moet belas wees met al die pligte en verantwoordelikhede van die gediplomeerde ingenieur terwyl hy aldus waarneem.

(9) 'n Werkgever moet onmiddellik skriftelik aan die Afdelingsinspekteur die naam van die persoon meld wat kragtens hierdie regulasie aangestel is en sodanige verslag 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.

3. GEHOORSAAMHEID AAN BEVELE

Iemand op 'n perseel waar masjinerie gebruik word, moet alle bevele uitvoer wat aan hom gegee word of wat uitgereik is as algemene vaste opdragte deur 'n werkgever of deur persone deur 'n werkgever gemagtig, in ooreenstemming met of vir die behoorlike nakoming van die bepalings van hierdie deel of in belang van veiligheid.

4. VERSLAE AAN VERANTWOORDELIKE PERSONE

Iemand wat op 'n perseel waar masjinerie gebruik word, moet onmiddellik aan 'n werkgever enigiets rapporteer wat onder sy aandag kom wat moontlik gevaar kan meebring vir persone of ongelukke aan masjinerie kan veroorsaak.

(c) machinery operated by electricity only: The collective manufacturer's rating;

(d) boilers: The manufacturer's rated equivalent 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 parts 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 Part 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 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.

3. 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 Part or in the interest of safety.

4. 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.

5. GEEN TOEGANG AAN ONGEMAGTIGDE PERSONE NIE

Niemand mag 'n perseel binnegaan waar masjinerie gebruik word nie, behalwe iemand wat deur 'n werkgewer gemagtig is of iemand wat by wet die reg het om sodanige perseel binne te gaan. 'n Kennisgewing met dié strekking moet deur 'n werkgewer in albei amptelike tale by alle toegange tot sodanige perseel opgeplak word.

6. DRONKENSAP

(1) Niemand mag, terwyl hy in die nabyheid van masjinerie is of terwyl hy op of naby masjinerie werk, sterk drank gebruik of daarvan aan 'n ander persoon aanbied of dit in sy besit hê nie.

(2) Niemand onder die invloed van drank mag 'n perseel waar masjinerie gebruik word binnegaan of daarin vertoef of deur 'n werkgewer toegelaat word om dit binne te gaan of daarin te vertoef nie.

7. PLIGTE VAN WERKGEWERS

(1) Elke werkgewer moet—

(a) alle redelike maatreëls tref om die vereistes van hierdie Deel toe te pas en om te verseker dat dit nagekom word deur elkeen wat op 'n perseel werk waar masjinerie gebruik word;

(b) voorsorg tref vir die veiligheid van persone en behoorlike dissipline afdwing op 'n perseel 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 uitrusting, materiaal en ander dinge wat nodig is vir nakoming van die vereistes van hierdie Deel, in goeie toestand en heel verskaf en onderhou word;

(e) sorg dat alle geboue en bouwerke op 'n perseel 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 met die werkprosesse vertrou is, 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) gebreke in die beskikbaarheid, goeie toestand en behoorlike gebruik van die veiligheidsmaatreëls en -toestelle;

(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 persoonlike verantwoordelikheid wat aan hom by hierdie Deel 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.

8. TOESTAND VAN VLOERE

'n Werkgewer moet sorg dat alle vloere op 'n perseel waar masjinerie gebruik word in 'n goeie toestand onderhou word en dat sover prakties moontlik dit vry van spaanders of ander los materiaal is.

9. VRY RUIMTE

'n Werkgewer moet sorg dat voldoende vry en onbelemmerde ruimte by iedere masjien verskaf en in stand gehou word sodat die werk sonder gevaar vir persone uitgevoer kan word.

10. LOS BOKLERE

Niemand wat digby bewegende masjinerie werk, mag los boklere, juwele, ornamente, horlosie- of sleutelkettings of -bande dra of deur 'n werkgewer toegelaat word om dit te dra nie.

11. WEGRUIMING VAN STOF, DAMPE OF GASSE

As werkers in diens is in prosesse waarby stof, donsies, dampe, rook of onaangename gasse ontstaan of moontlik kan ontstaan, moet 'n werkgewer—

(a) kappe, lugkanale en waaiers of ander toereikende middels installeer en in goeie toestand hou om sodanige stof, donsies, dampe, rook of onaangename gasse te verwyder; en

(b) as 'n inspekteur dit aldus vereis—

(i) sodanige werkers kosteloos van doeltreffende asemhalingstoestelle voorsien; en

(ii) geskikte kamertjies verskaf om sodanige prosesse voldoende af te skei.

12. GEVAARLIKE PLEKKE

'n Werknemer moet sorg dat alle openings in vloere, putte, valdeure en ander gevaarlike plekke op 'n perseel waar masjinerie gebruik word, stewig afgekamp of andersins doelmatig beskerm is om ongelukke aan persone te voorkom.

5. NO ADMITTANCE TO UNAUTHORISED PERSONS

No person other than 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.

6. 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.

7. DUTIES OF EMPLOYERS

(1) Every employer shall—

(a) take all reasonable measures to enforce the requirements of this Part 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 Part 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 Part.

(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.

8. 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.

9. 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.

10. 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.

11. 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—

(a) 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

(b) if an inspector so requires, provide—

(i) such workers, free of charge, with adequate respirators; and

(ii) suitable cubicles to isolate adequately such processes.

12. 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.

13. RUIMTES WAT GEVAARLIKE STOWWE BEVAT

(1) Geen werkgewer mag vereis of toelaat dat iemand 'n kamer, vertrek, tunnel, put of houer binnegaan of daarin vertoef as daar 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 'n 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 daaraan 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 werkgewer vereis of toelaat dat iemand 'n kamer, vertrek, tunnel, riool, put of houer binnegaan nie tensy—

(a) hy voorsien is van 'n veiligheids gordel, met 'n stuk tou wat tot buitekant die ingang reik, en dit ook gebruik;

(b) hy, indien nodig, voorsien is van 'n geskikte masker wat hom in staat sal stel om vry met veiligheid asem te haal, en dit ook gebruik;

(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 werkgewer vereis of toelaat dat iemand '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 'n 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, tennels, rirole, putte, houters, kleppe, pompe en diesulkes, wat gevaarlike, vlambare of ontplofbare vloeistowwe, gasse of dampe kan bevat.

14. KEUSE EN OPRIG VAN MASJINERIE

'n Werkgewer moet toesien dat alle toestelle, masjinerie en uitrusting so gekeur, gerangskik, geïnstalleer, beskerm, gestel, bedien en onderhou word dat, gevaar vir persone sover doenlik voorkom word.

15. BEDIENING VAN MASJINERIE

(1) 'n Werkgewer moet die bediening van of toesig oor masjinerie wat vir die voorkoming van ongelukke voortdurend aandag verg, laat uitvoer onder die toesig van 'n bevoegde persoon wat te alle tye op die perseel aanwesig moet wees terwyl die masjinerie in werking is, en niemand (behalwe 'n bevoegde persoon) mag sodanige masjinerie bedien of daaroor toesig hou nie, tensy dit geskied onder die algemene toesig van 'n bevoegde persoon.

(2) Niemand wat masjinerie bedien wat vir die voorkoming van ongelukke voortdurend aandag verg, mag om watter rede ook al afwesig wees of ophou om daaroor toesig te hou terwyl dit werk, gedurende die tydperke wanneer hy verantwoordelik is vir die werking van sodanige masjinerie nie, tensy hy vervang word.

(3) Niemand wat masjinerie bedien, mag iemand anders aansê om sy werk te doen nie, en niemand mag sodanige masjinerie sonder die toestemming van sy amptelike hoof bedien nie.

16. ALGEMENE BESKERMING BY MASJINERIE

(1) 'n Werkgewer moet sorg dat—

(a) elke gevaarlike bewegende deel van masjinerie wat nie spesifiek in hierdie Deel bedoel is nie en wat binne normale bereik van 'n persoon is, stewig afgekap 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 skermings en omheinings wat kragtens hierdie klousule verskaf word van stewige konstruksie is en te alle tye gedurende die normale werking van die masjinerie in posisie gehou word;

(c) alle omheinings en skermings minstens 1 100 mm hoog en met minstens dubbele relings gemaak is.

(2) Behoudens klousule 21 van hierdie Deel mag niemand binne veiligheidskermings of omheinings oortree terwyl die masjinerie aan die gang is of deur 'n werkgewer toegelaat word om aldus te oortree nie.

13. 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 they 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.

14. 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.

15. 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 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.

16. GENERAL MACHINERY PROTECTION

(1) An employer shall cause—

(a) every dangerous moving part of machinery not specially referred to in this Part 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 21 of this Part, no person shall trespass, or be permitted by an employer to trespass, within any safety guards or fences whilst the machinery is in motion.

17. DRAAIENDE MASJINERIE

(1) 'n Werkgewer moet sorg dat elke—

(a) as, katrol, wiel, rat, koppeling, kraag, koppelaar, wrywingstrom en diesulkes stewig omhein of beskerm is tensy dit op so 'n plek is en van sodanige konstruksie dat dit so veilig vir iedere persoon is as wat dit sou wees indien dit stewig afgekamp of beskerm was;

(b) stelskroef, sleutel of bout aan elke draaiende as, koppeling, kraag, wrywingstrom, koppelaar, wiel, katrol, rat en diesulkes versink, ingeslote of andersins beskerm is ten einde gevaar te voorkom tensy dit so geleë is dat dit so veilig is as wat dit sou wees as dit volledig omsluit was;

tensy dit nie moontlik is om sulke bewegende dele van masjinerie uit die aard van die werking daarvan te beskerm nie.

(2) Geen werkgewer mag vereis of toelaat dat 'n katrol gebruik word wat op watter wyse ook al beskadig is nie.

18. TRANSMISSIEBANDE

(1) 'n Werkgewer moet sorg dat—

(a) alle dryfbande, -toue, -kettings of -kettingratte wat binne normale bereik is, afgeskerm is;

(b) die onderkant van elke boggrondse dryfband, -tou of -ketting bokant gange of werkplekke afgeskerm is om te voorkom dat 'n gebreke band, tou of ketting val;

(c) die skerm of omheinings van band-, tou- en kettingaandrywings oor of langs gange of werkplekke so gemaak is dat die krag van 'n gebreke 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 in die geval van ligte bande weens die aard daarvan en snelheid van werking na die mening van 'n inspekteur geen gevaar bestaan nie.

(2) Geen werkgewer mag vereis of toelaat dat iemand dryfbande opsit of afgooi terwyl die masjinerie loop nie, en niemand mag dit doen nie: Met dien verstande dat ligte bande op die koniese katrolle van masjiengereedskap verskuif kan word vir die doel om die werksnelheid te verander: Voorts met dien verstande dat 'n inspekteur in die geval van deurlopende prosesse 'n toestel kan goedkeur vir die opsit en afgooi van bande terwyl die masjinerie loop nie.

(3) 'n Werkgewer moet doelmatige toestelle soos bandbeuels of veiligheidsmowwe verskaf en dit laat gebruik, om te voorkom dat 'n dryfband van 'n wiel, trom of katrol afgewoel of verwyder word wanneer dit in aanraking kom met 'n bewegende as, en niemand mag 'n dryfband so laat rus of laat ry op 'n as wat in beweging is nie.

19. TOESTAND VAN VEILIGHEIDSTOESTELLE EN MASJINERIE

Elke werkgewer moet sorg dat alle veiligheidsstoestelle, -meganismes of -skermings van goeie werkende toestand gehou en behoorlik gebruik word, en moet masjinerie tot stilstand bring wat, as dit gebruik word, gevaarlik is of kan wees of later kan word vir persone wat daar naby is.

20. MASJINERIE AANSIT EN STOPSIT

(1) 'n Werkgewer moet elke masjien van 'n doelmatige stop- en aansit-toestel voorsien en die beheermiddel van dié toestel moet op so 'n plek wees dat dit vinnig en maklik bedien kan word.

(2) 'n Werkgewer moet bandaangedrewe masjinerie wat stop- en aangesit moet en kan word sonder om die snelheid van die dryfeenheid te verstuur, 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 voorkom.

(3) 'n Werkgewer moet sorg dat elke veeldelige elektries aangedrewe masjien wat deur meer as een persoon bedien moet word, voorsien is 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 weer met die hand 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 ander reëling kan goedkeur waarby die veiligheid van alle bedieners verseker is. Slegs die persoon wat algemeen vir die masjien verantwoordelik is, moet sodanige masjien aan die gang sit.

(4) Iemand wat voornemens is om 'n masjien of masjinerie aan die gang te sit, moet, voordat hy dit doen, alle moontlike voorsorg tref om te verseker dat geen ander persoon besig is om die masjien of masjinerie te herstel, skoon te maak, te olie, te verstel of andersins daaraan of gevaarlik naby sodanige masjien of masjinerie te werk nie.

(5) Waar voetpedale gebruik word om masjinerie aan die gang te sit, moet 'n werkgewer waar doelik dié pedale voorsien van of 'n outomatiese sluittoestel, so ingerig dat die pedaal nie per ongeluk afgetrap kan word nie, of met 'n stiepebeulskerm oor die pedaal, so gemaak dat dit net genoeg vry ruimte vir die bediener se voet tussen die pedaal en die skerm laat.

17. 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.

18. 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 paragraphs (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 whilst the machinery is 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.

19. 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 appears likely to be or to become dangerous to persons in the vicinity thereof.

20. 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 as to leave only sufficient clearance for the operator's foot between the pedal and the guard.

21. MASJINERIE HERSTEL EN OLIE

(1) Geen werkgewer mag vereis of toelaat dat iemand masjinerie terwyl dit loop of dele langs masjinerie wat loop skoonmaak, herstel of verstel of sodanige masjinerie smeer nie, 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 kan van 'n werkgewer vereis om outomatiese toestelle te verskaf om waar doenlik masjinerie te smeer terwyl dit loop.

(3) Geen werkgewer mag vereis of toelaat dat dryfbande met hars of samestelling daarvan behandel word, en niemand mag bande aldus behandel nie, tensy die bande stilstaan of tensy spesiale toestelle verskaf is om die bande veilig te voer.

22. SIKKELSAE

(1) Geen werkgewer mag vereis of toelaat dat iemand 'n kragaangedrewe 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 nie;

(b) wat op watter wyse ook al beskuldig of stomp is of nie reëlmatig is of nie reg skerp gemaak en geset is nie.

(2) 'n Werkgewer moet sorg dat elke sirkelsaag soos volg afgeskerm is:

(a) Agter en in 'n direkte lyn met die saag moet daar 'n kloofmes wees, met 'n gladde oppervlak, 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 hoogstens 3 mm groter is as die radius van die grootste saag op die bank;

(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 die tande van die saag hoogstens 12 mm wees;

(iii) in die geval van '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 in die geval van '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 daar nie aan hierdie subklousule voldoen kan word nie 'n geskikte terugkopweermiddel verskaf moet word;

(b) die saagblad onder die banktafel moet doelmatig afgeskerm word;

(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 die materiaal wat gesaag word en daarmee in aanraking bly. 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 aan 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 voorsaa 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 watter stand van die saag of tafel ook al.

(3) 'n Werkgewer moet sorg dat elke hangsaag wat na die materiaal toe beweeg—

(a) afgeskerm is sodat slegs die snygedeelte van die saag blootgestel word;

(b) outomaties weg van die snystand gehou word deur middel van 'n massastuk of ander geskikte middel.

(4) 'n Werkgewer moet sorg dat elke draagbare kragaangedrewe sirkelsaag voorsien is 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 deel van die saag onderkant die skuif of skoen outomaties bedek terwyl daar nie werklik gesaag word nie.

(5) 'n Werkgewer moet sorg dat 'n geskikte stootstok beskikbaar gehou word vir gebruik by die bank van elke sirkelsaag wat met die hand gevoer word sodat die werk sonder gevaar vir persone uitgevoer kan word.

(6) 'n Werkgewer moet geskikte meganiese middels verskaf om ruwe hout vas te hou wat met 'n sirkelsaag haaks gesaag moet word.

(7) 'n Werkgewer moet 'n doelmatige skerm verskaf vir die outomatiese voerrolle van elke sirkelsaag.

23. BANDSAE EN BANDMESSE

'n Werkgewer moet sorg dat—

(a) alle bewegende dele van elke bandsaag en bandmes geheel en al omsluit is, behalwe daardie deel van die blad tussen die tafel en die boonste leistik; en

21. 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.

22. 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;

(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 part 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 part 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.

23. BAND SAWS AND BAND KNIVES

An employer shall cause—

(a) all moving parts of every band saw and band knife to be completely enclosed except that part of the blade between the table and the top guide; and

(b) 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.

24. SKAAFMASJIENE

(1) Geen werkgewer mag vereis of toelaat dat 'n skaafmasjien wat nie meganies gevoer word nie, gebruik word vir oorhandse skaafwerk nie tensy dit voorsien is van 'n silindriese beitelblok.

(2) Geen werkgewer mag vereis of toelaat dat 'n skaafmasjien wat nie meganies gevoer word nie, gebruik word om 'n stuk hout wat minder as 300 mm lank is, oorhands te skaaf 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 Werkgewer 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.

25. LYSMASJIENE

'n Werkgewer moet sorg dat—

(a) die beitel van elke vertikale spilprofileermasjien waar doenlik voorsien is van die doeltreffendste skerm, met inagneming van die aard van die werk wat verrig word;

(b) in die geval van werk wat nie met 'n doelmatige skerm vir die beitel gedoen kan word nie, die hout wat op 'n vertikale spilprofileermasjien geprofileer word, indien doenlik gehou word in 'n setmaat of houder wat so gemaak is dat dit veiligheid verseker;

(c) 'n skerp pen of stootstok beskikbaar gehou word vir gebruik by die bank van elke spilprofileermasjien.

26. TAPGATMASJIENE

'n Werkgewer moet sorg dat die ketting van elke tapgatmasjien voorsien is van 'n skerm wat die beitels sover doenlik omsluit.

27. SKUURMASJIENE

'n Werkgewer moet sorg dat elke—

(a) tromskuurmasjien voorsien is van doelmatige skerms wat so ingerig is dat dit die draaitrom geheel en al omsluit behalwe daardie gedeelte wat nodig is vir die uitvoering van die werk;

(b) skyfskuurmasjien voorsien is van geskikte skerms wat die omtrek en rug van die skuurskyf en daardie gedeelte van die werkvlak van die skyf onder die tafel geheel en al omsluit;

(c) bandskuurmasjien voorsien is van skerms by die vangpunte waar die skuurband op sy katrolle oploop en dat elke deel van die band wat nie vir skuur gebruik word nie, doelmatig omsluit is.

28. SLYPWIELE

(1) 'n Werkgewer moet sorg dat elke kragaangedrewe slypmasjien op 'n opvallende plek gemerk is met die snelheid of snelhede van die spil in omwentelings per minuut.

(2) Geen werkgewer mag vereis of toelaat dat iemand—

(a) 'n slypwiel aan 'n masjien aansit of sodanige masjien bedien of gebruik nie, en niemand mag dit doen nie, tensy—

(i) in die geval van 'n slypwiel 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 dié van die vervaardiger se ooreenstemmende aangeslane veilige maksimum snelheid nie;

(ii) in die geval van 'n slypwiel 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 meer is as 30 m/s 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 puntslypwiele, die snelheid van die spil in omwentelings per minuut nie meer is as die vervaardiger se aanbevole veilige maksimum snelheid nie;

(b) 'n slypwiel gebruik wat beskadig is of nie behoorlik bygewerk is nie, en niemand mag dit doen nie.

(3) Elke slypwiel moet konsentries op die spil gemonteer wees deur middel van stewige metaalfense met 'n buitendiameter van minstens een derde maal die diameter van die slypwiel. Elke flens moet teen die wiel druk met 'n ringvormige omtrekdraagvlak van voldoende wydte, en 'n laag geskikte saamdrukbaar materiaal moet tussen die flense en die wiel aanbring wees. Slypwiele vir gespesialiseerde aanwending wat nie deur middel van flense soos hierbo bedoel, gemonteer kan word nie, moet so vasgesit word dat die moontlikheid dat die wiel kan verskuif of breek terwyl dit loop, sover moontlik uitgeskakel word.

(b) every band saw and band knife to be provided with an adjustable guard which shall be kept so adjusted as to expose only the working part of the blade.

24. 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.

25. MOULDING MACHINES

An employer shall cause—

(a) 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;

(b) 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;

(c) a suitable spike or push stick to be kept available for use at the bench of every spindle moulding machine.

26. 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.

27. SANDING MACHINES

An employer shall cause every—

(a) drum sanding machine to be provided with efficient guards, so arranged as to completely enclose the revolving drum, except such part as is necessary for the application of the work;

(b) disc sanding machine to be provided with suitable guards which shall completely enclose the periphery and back of the sanding disc and that part of the working face of the disc under the table;

(c) 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.

28. 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 rate 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 and envisaged above shall be so secured that displacement or rupture of the wheel in motion is eliminated as far as possible.

(4) Tensy die aard van die werk die gebruik daarvan verhinder, moet 'n werkgewer elke slypwiël voorsien van 'n sterk skerm wat die wiel sover doentlik omsluit en wat sterk genoeg is om die trefkrag van 'n wiel wat breek, te weerstaan.

(5) Behalwe in die geval waar die werkstuk nie met die hand teen die wiel gehou word nie, moet 'n werkgewer sorg dat elke slypwiël voorsien is van 'n sterk, verstelbare werkruimte wat stewig in posisie vasgesit moet word en wat in die ronding van die slypvlak van die wiel moet pas. Werkruimte moet te alle tye in posisie gehou en gestel wees tot binne 3 mm van die slypvlak van die wiel af, tensy die aard van 'n bepaalde werkzaamheid 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 kan weggelaat word wanneer elke werker wat die slypwiël 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.

29. VERPLAASBARE ELEKTRIESE GEREEDSKAP

(1) Geen werkgewer mag die gebruik van verplaasbare elektriese gereedskap waarvan die werkspanning meer as 42 volt is, 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 op geen 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 hoë frekwensie verky 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) 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.

30. BESKERMENDE KLERE EN TOESTELLE

(1) 'n Werkgewer moet ondervermelde kosteloos verskaf en in goeie orde hou:

(a) Toereikende beskermende kleren en toestelle, met inbegrip, indien nodig, van pette, skermbrille, handskoene, kamaste, skoeisel en beskermende salf, aan elke persoon wat in die fabriek werk of waar masjinerie gebruik word, wat blootgestel is aan nat of stowwerige prosesse, aan hitte of aan 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 skermbrille of 'n gesigskerm aan elke werknemer wat werk verrig in of behulpsaam is by 'n bedrywigheid wat sodanige werknemer kan blootstel aan skerp lig of die gevaar dat die oog deur 'n vreemde voorwerp beseer kan word;

(c) afsonderlike skermbrille vir die alleengebruik van elke werknemer aan wie sodanige skermbrille ingevolge paragrafe (a) en (b) van hierdie subklousule verskaf moet word;

(d) afsonderlike beskermende toestelle, behalwe skermbrille, 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 omsluit 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 omsluit.

(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.

Namens die partye op hede die 12de dag van September 1983 te Kimberley onderteken.

G. H. ROWLES, Voorsitter.

A. R. HERMANUS, Ondervoorsitter.

G. W. BARNES, Sekretaris.

(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.

29. 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) 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.

30. 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 pointment 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.

Signed at Kimberley on behalf of the parties, this 12th day of September 1983.

G. H. ROWLES, Chairman.

A. R. HERMANUS, Vice-Chairman.

G. W. BARNES, Secretary.

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